

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

WORK SESSION
May 8, 2024

WILLIAM L. BUCK SCHOOL
6:45 PM

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

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

Absent With Prior Notice: N/A

I. CALL TO ORDER

Having a quorum, the Work Session was called to order at 6:52 pm by President LaRocco at the William L. Buck School. Motion to enter Executive Session at 6:52 pm was made by Trustee Maier and seconded by Trustee Wilson to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 7:25 pm by Trustee Maier and seconded by Vice President Hernandez. Motion unanimously carried.

The work session was reconvened at 7:30 pm, at the William L. Buck School, by President LaRocco.

II. Informational Items

1. VS24 and VSCHSD Budget Hearing

III. Action Items – N/A

IV. Motion to Adjourn

Motion to re-enter Executive Session at 8:41 pm Trustee Maier and seconded by Trustee Wilson. Motion unanimously carried.

Motion to exit the Executive Session at 10:22 pm by Trustee Maier and seconded by Trustee Wilson. Motion unanimously carried.

Motion to adjourn the Work Session by Trustee Maier at 10:22 pm and seconded by Trustee Wilson. Motion unanimously carried.

Respectfully Submitted,

Jennie L. Padilla

Jennie L. Padilla

District Clerk

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

BUSINESS MEETING
May 15, 2024

WILLIAM L. BUCK SCHOOL
6:45 PM

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

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

Absent With Prior Notice:

I. DETERMINATION OF QUORUM & CALL TO ORDER – PRESIDENT LAROCCO

Having a quorum, the Business Meeting was called to order at 6:54 pm by President LaRocco at the William L. Buck School. Motion to enter Executive Session at 6:54 pm was made by Trustee Maier and seconded by Trustee Wilson to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 7:28 pm by Trustee Maier and seconded by Trustee Wilson. Motion Unanimously carried.

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

II. SALUTE TO THE FLAG

III. APPROVAL OF MINUTES: April 16, 2024. Motion to approve the minutes made by Vice President Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

IV. WELCOME TO VISITORS: At this time the Board of Education welcomes questions or comments relative to the items on tonight's agenda.

If you were to look up the words ambitious and dedication you would most likely see a picture of our Superintendent.

Last week our Superintendent received his doctorate in Education from Vanderbilt University with a 4.0 GPA.

Please join me in congratulating Dr. Karakas on this accomplishment.

V. CORRESPONDENCE REPORT – MS. JENNIE PADILLA, DISTRICT CLERK

Good evening.

I received three emailed FOIL requests since last month. Mr. Ryan Brooks from the New York Freedom Foundation emailed one on 4/16/2024. Then on 4/19/2024 a request was received from Ms. Cristina Arroyo. Lastly, on 5/14/2024 Ms. Simona Simone also emailed a FOIL request.

Thank you and that concludes my correspondence report.

VI. SUPERINTENDENT REPORT – DR. UNAL KARAKAS

Good evening everyone. While it may be cool and damp outside this evening, we are in the month of May. A lot of events are taking place in the final weeks of school, and we are excited about all of them.

One of the wonderful events that takes place in Valley Stream 24 is our annual Sixth Grade Trip to honor our graduating students. This week, our students went to Ashokan and had an incredible time. Students were enjoying their Outdoor Education experience at the Ashokan Center in Olive Branch, New York. While learning about interesting science concepts, they created friendship connections with students from Robert Carbonaro and William L. Buck schools, especially as all our students will be moving together to the Central High School District next year.

Students in our school also learned about and celebrated Cinco De Mayo. This is a picture of students in Mrs. Campo & Mrs. Tappeto classes who received a hands-on lesson that they will not forget! While learning about Cinco De Mayo, the teachers also integrated a culinary experience, infused with math! Students learned how to make authentic guacamole while working in cooperative leaning groups!

We also had Family Health Night organized by our amazing PTA at BAS this month! Families and students were treated to a healthy dinner and smoothies from a community store and from wellness trainers. Participants engaged in yoga, meditation, and learned about healthy bedtime routines. BAS's very own Ms. Barci conducted a painting breakout room. Families created and took home individualized paintings. It was a great night and a wonderful way to kick off Mother's Day weekend!

At RWC, and throughout our district, students engaged in creating Mother's Day projects to show appreciation for moms and mother figures. In line with our commitment to developing the whole child and supporting the arts, these creative and hands-on projects enable our students to discover and showcase their diverse talents. I hope all the mothers in our district community had a very Happy Mother's Day.

During a recent visit to BAS, several sixth-grade students provided me with feedback on the vegetarian meal option thus far. The students expressed how two of them now eat school lunch because of the option, and they appreciated having two choices daily instead of just one.

We are organizing a taste test for vegetarian dishes for next week. This will allow our Student Councils to provide input on which meal options should be featured more frequently.

The 6th grade Challenge students from Valley Stream School District#24 competed in The Olympics of the Visual Arts. Students conducted in-depth research to develop solutions to problems posed in the areas of illustration, painting, sculpture, drawing, and architecture for this day-long celebration of creativity. An essential component of the student projects is a portfolio documenting their research and analysis. The portfolio showcases the students' active involvement in historical research, critical thinking, decision-making, and innovation. Our students were praised for their original and inventive concepts, as well as their bold approach to challenges. Judges noted the impressive demonstration of brainstorming, along with the students' meticulous and coherent

research.

The students traveled to Saratoga Springs to share their projects and participate in a short-term creative problem-solving competition. The students competed at the middle school level against 7th and 8th graders from school districts representing every geographic region in New York State. The district's Art and Challenge departments have been working collaboratively to prepare the students to compete. Challenge teacher Risa Miller and art teachers Jessica Rosenthal, Nicole Barci, and Leighanne Jaronczyk guided the students during the event's creative problem-solving competition. Nathan Francisque's project, Building the Foundation of the Future placed 2nd in the illustration category. Madelyn Campbell's project placed 3rd in the sculpture category. AMAZING WORK!

This month we also had the honor of celebrating Teacher Appreciation Week. On behalf of the Board of Education and our district, I would like to thank our teachers for their incredible work each and every day. As I shared with them, every time I step into our schools and classrooms, I am deeply moved by the dedication they exhibit in ensuring our students receive nothing short of the best possible education. From the early morning preparations to the late hours spent grading papers and planning lessons, their tireless efforts do not go unnoticed. Thank you to all our teachers for allowing our students to reach their fullest potential.

This month we also had School Nurses Day on May 8th. We have the best nurses here at Valley Stream 24. The beauty of being a school nurse in an elementary school district is that you get to form close relationships with students and their families. Our nurses have done just that. On behalf of our Board of Education and District, I also want to extend our gratitude and appreciation for the hard-working nurses here at VS24.

As I shared last month and during my Coffee Hour, we have exciting initiatives for our proposed budget. With families in attendance tonight, I wanted to reiterate just a few of these initiatives.

With our new forward-focused vision of Vision 2030, we have created a budget that incorporates feedback from our staff, families, and community members. Next school year's budget not only maintains existing programs but enhances and adds on to them while remaining financially responsible.

The first initiative is that we plan to expand our Spanish program to grades 3 and 4. We currently offer it to grades 5 and 6. Research shows that students learn a

language best if they start learning it before the age of 10, and this will allow our students to do just that. We can start general language introduction in grade 3, so that by grade 6, we have even better and more extensive Spanish language acquisition.

We are also excited to announce that our proposed budget has our Challenge Program next year extended to grades 4 and 5, as we currently only have it in grade 6. This will provide added enrichment for all our students. This is the first time we will be offering Challenge in grades 4-6, while concurrently offering Enrichment for All for all students K-6.

With our parents and staff's input, after a survey that I sent out earlier this school year, we are also extending our summer program hours this summer to be 5 hours instead of 3! This will provide added intervention and enrichment for our students in the month of July as our students prepare for their new grade. A letter will be going home to families about this in the next few days.

Our teachers piloted a new science curriculum, and as such, we will be utilizing a brand-new curriculum for grades K-6 through which is called Into Science. Into Science is through HMH, which is the same company that provides our math curriculum, Go Math, as well as our Into Reading curriculum for grades 3-6. Utilizing Into Science will give teachers the same online platform they are used to utilizing, and teachers will be provided with training on the new program.

We also have two propositions that are noteworthy that are included in the budget. The first is something I think our entire community will be happy to see. I have heard this feedback from the first day I began as Superintendent 10 months ago, and that was about air conditioning. We are adding a proposition to utilize funds from our Capital Reserve for window-unit air conditioning for BAS and RWC. For rooms that have windows, aside from our gym and cafeteria, we would place air conditioning to ensure that our students and staff stay cool in our warmer months. This has been a huge ask by our entire community and will truly make an impact on student learning and staff teaching and supporting all of our students.

We are also adding a proposition to utilize our Capital Reserve for magnetic door hold open devices to enhance the safety of our classrooms. In the event of an emergency, it is critical that our doors lock. As such, the magnetic door hold-open devices automatically close and lock all doors should a building ever need to be in lockdown. This means teachers would not need to worry about finding a key, and we would not need to worry if a substitute teacher for the day didn't have access to

a key. It is an incredibly important device that will only enhance safety across our district. With this upgrade also comes a fire alarm upgrade as well.

We also plan to enhance our classrooms and redesign them soon too, in alignment with Vision 2030. Classroom redesigns would allow classroom furniture to be upgraded to be collaborative and innovative, similar to how students would learn to collaborate in the job market out there today.

We also have a proposed new 8:1:3 special education class in our budget, for a Kindergarten class. This will allow, at the very least for this upcoming year, to allow more of our students with disabilities to be in district which is a very important initiative.

The entire budget, including all the new initiatives, will allow us to remain under our tax level limit. The budget vote will take place on Tuesday, May 21st.

Listed on this slide are some important dates and events coming up for the remainder of this school year.

May 21- Exhibit Night

May 21- Budget Vote

May 22- Band and Orchestra Concert at WLB

May 23- Grade 5 Soccer at BAS Field (4:00 pm)

May 23- Coffee with the Superintendent at WLB (6:30 pm)

May 24- WLB Spring Chorus

May 27- Memorial Day (No School)

June 10 through 12- Sixth Grade Graduations

June 14- Half-Day for Students (11:30 am dismissal)

June 17- Eid al-Adha (No School)

June 19- Juneteenth (No School)

June 26- Last Day of School (Dismissal at 9:30 am)

July 2- First Day of Summer School Program

And that concludes the Superintendent's Report.

PRESENTATIONS:

Board Achievement Awards

Friends of Bridge Award Winners Recognition

SAAWA Art Award Winners Recognition

Scripps Spelling Bee Winner Recognition

Congratulations to all the Award recipients and to the Trustees on our Board of Education! Students, families, and staff, please stay around for refreshments at the conclusion of this meeting.

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: Vice President Hernandez, Trustee Maier and Trustee Herrera.

Residency Hotlines:

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

Trustee Herrera:

A team of South High School student-researchers recently earned second place in Northwell Health's Medical Marvels Challenge. South's students went up against more than 150 of their peers who took part from across Long Island and New York City in this prestigious contest. This year's challenge tasked the student-researchers with thinking of innovative solutions to create more inclusive learning environments for students with disabilities, addressing issues related to transportation, accessibility, and curriculum. It's wonderful to see our students progress into their high school careers with advocacy at the forefront of their thought process.

Once again Valley Stream Central High School District is excited to support the transition from elementary school to junior high school. To ease your child's transition, we are offering an optional incoming Summer Bridge Program at our three junior high schools from 8:15 am – 11:00 am. During this two-week period, we will focus on team building, communication skills, project-based learning, and orientation activities. Attending this program will be an opportunity for you to reconnect with old friends and begin new friendships with other students who will be with you in September. There is no cost for this program. But please complete the registration form that you can find on the Valley Stream Central High School District's web page by June 1st.

Please note there will be a formal orientation program at each school at the end of August as well.

South Incoming Grade 7: July 15-18 and July 22-25

North Incoming Grade 7: July 29-August 1 and August 5-8

Memorial Incoming Grade 7: August 12-25 and August 19-22

Thank you and that concludes my Valley Stream Central High School District Report.

B. LEGISLATION REPORT - TRUSTEE NUÑEZ

With the recent passing of the NYS Budget, Valley Stream 24 has renewed its request with our local legislators for any additional funding to assist with improvements and enhancements to our district. We have been informed that our request has been heard and we are awaiting a response.

Thank you and that concludes my Legislation Report.

VIII. LIST OF ITEMS FOR ACTION:

A. PERSONNEL – VICE PRESIDENT HERNANDEZ

V.P. Hernandez 1st, to move A1-A3, Trustee Maier 2nd 7,0,0

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the irrevocable letter of resignation of Daniel Buckley, Custodian, dated April 18, 2024, with the resignation effective close of business May 7, 2024.

2. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Alexis Thomas, effective August 30, 2024, as an Elementary Speech Teacher holding a Certificate in Speech and Language Disabilities, for a 4-year probationary period. Their probation expiration will be August 29, 2028*. Compensation will be at Step 1 MA in accordance with the current negotiated agreement between the Valley Stream Teachers' Association and the Board of Education.

*To be eligible to receive tenure, the probationer must receive composite or overall APPR ratings of either effective or highly effective in at least three of the four

preceding years, and if the probationer receives an ineffective composite or overall APPR rating in the final year of the probationary period they will not be eligible for tenure at that time.

3. 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 2023-2024 School Year:

SUBSTITUTE TEACHERS

Reed Toscano (effective May 16, 2024)

Gina Milici (effective May 16, 2024)

Kayleen Montesdeoca (effective May 16, 2024)

B. EDUCATION – TRUSTEE WILSON

Trustee Wilson 1st, to move B1-B2, V.P. Hernandez 2nd 7,0,0

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 04/02/2024, 04/05/2024, 03/27/2024, 03/27/2024, 04/15/2024 and 04/04/2024 for the 2023/2024 School Year and 03/15/2024, 03/25/2024, 03/11/2024, 04/02/2024, 04/15/2024, 03/27/2024, 04/11/2024, 03/27/2024, 04/02/2024, 04/08/2024, 04/08/2024, 04/08/2024, 04/11/2024, 04/17/2024, 04/15/2024, 04/15/2024, 04/15/2024, and 04/19/2024 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 03/14/2024, 02/12/2024, 02/15/2024, 03/20/2023 and 03/06/2024 for the 2023/2024 School Year and 04/04/2024, 04/17/2024, 02/08/2024, 04/17/2024, 03/14/2024, 04/08/2024, 04/08/2024, 03/26/2024, 03/11/2024, 03/27/2024, 02/12/2024, 02/12/2024, 02/12/2024, 02/27/2024, 03/06/2024, 03/21/2024, 03/21/2024, 03/12/2024, 03/12/2024, 03/14/2024,

03/13/2024 and 04/02/2024 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 MAIER

Trustee Maier 1st, to move C1, Trustee Wheeler 2nd 7,0,0

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 March 2024.

D. POLICY - TRUSTEE WHEELER

Trustee Wheeler 1st, to move D1, V.P. Hernandez 2nd 7,0,0

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

- Policy 5119 - Unsafe School Transfer
- Policy 6112 - Emergency Closings
- Policy 6122 - Instructional materials

IX. UNFINISHED BUSINESS, IF ANY: N/A

X. NEW BUSINESS:

Trustee Maier 1st, to move X1-X10, Trustee Wheeler 2nd 7,0,0

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby approves the Agreement between the District and Textbook Central for centralized textbook distribution services and textbook information and management services for the 2024-2025 school year at the

rate set forth in the Agreement and further authorizes the Board President to execute the necessary documents to effectuate said Agreement.

2. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Zaur Isaakov, PH.D., L-BCBA-D for consultant services for the 2023-2024 and 2024-2025 school years, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

3. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Mill Neck Manor School for the Deaf for tuition for the 2024-2025 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

4. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with North Merrick Union Free School District for tuition for the 2024-2025 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

5. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Zycron Industries for Medicaid consultant services 2024-2025 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

6. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and West Hempstead UFSD for student health and welfare services for the 2023-2024 school year, and further authorizes the Board President and the Superintendent of Schools to execute the necessary documents to effectuate said Agreement.

7. 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, 2024 through June 30, 2025 in the amount not to exceed \$2,500.00.

BE IT FURTHER RESOLVED, that the Board of Education hereby authorizes the Board President to execute this transportation consultant contract on behalf of the Board of Education.

8. BE IT RESOLVED, that 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 \$2.42 for Breakfast and \$3.70 per meal for Lunch for the 2024-2025 School Year in accordance with the terms and conditions of Bid #FS-23/24-A-01.

9. BE IT RESOLVED, that the Board of Education hereby denies the Dignity For All Students Act (“DASA”) appeal submitted on behalf of the individual listed on Confidential Schedule “A,” and authorizes the President of the Board of Education to direct correspondence memorializing such decision to such individual.

10. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education hereby authorizes the following Budget Transfers for the 2023-2024 School Year:

XI. DISCUSSION

XII. AUDIENCE TO VISITORS

XIII. ADJOURNMENT

Motion to re-enter Executive Session at 8:01 pm made by Trustee Maier and seconded by Trustee Wilson to discuss certain Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit the Executive Session at 10:31 pm made by Trustee Maier and seconded by Trustee Wilson. Motion unanimously carried.

Motion to adjourn the Business meeting at 10:31 pm by Trustee Maier and seconded by Trustee Wilson. Motion unanimously carried.

Respectfully Submitted,

Jennie L. Padilla
Jennie L. Padilla
District Clerk

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

SPECIAL MEETING
May 21, 2024

WILLIAM L. BUCK SCHOOL
9:00 PM

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

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

Absent With Prior Notice: N/A

I. DETERMINATION OF QUORUM & CALL TO ORDER – PRESIDENT LAROCCO

Having a quorum, the Special Meeting was called to order at 9:06 pm by President LaRocco at the William L. Buck School. Motion to enter Executive Session at 9:06 pm was made by Trustee Maier and seconded by Trustee Wilson to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 9:20 pm by Trustee Maier and seconded by Trustee Wilson. Motion Unanimously carried.

The Special Meeting was reconvened at 10:42 pm, at the William L. Buck School by President LaRocco.

III. Action Items

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

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

YES 390 NO 116

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

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

YES 367 NO 131

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

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

YES 400 NO 98

Motion to move Item #4 as listed by Trustee Nunez and seconded by Trustee Wheeler. Motion unanimously carried.

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

YES 403 NO 97

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

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

YES 368 NO 118

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

6. BE IT RESOLVED, that the Board of Education, accept the tally of votes certified to it by the District Clerk on Proposition #6

YES 399 NO 101

Motion to move Item #7 as listed by Trustee Maier and seconded by V.P. Hernandez. Motion unanimously carried.

7. BE IT RESOLVED, that the Board of Education, accept the tally of votes certified to it by the District Clerk on Proposition #7

YES 380 NO 106

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

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

Alisa Clark 221

Annette Matthew 194

Erika Vasquez 67

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

9. BE IT RESOLVED, In accordance with the foregoing, Alisa Clark, is the duly elected member of the Board of Education, to serve a term of July 1, 2024 until June 30, 2027.

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

10. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the following person to serve as an election inspector for the Annual Budget Vote Meeting on May 21, 2024, as a replacement poll worker, compensation at the rate of \$225 for the day:

Jeanne Ost

IV. Adjournment

Motion to adjourn the Special Meeting at 10:48 pm by Trustee Maier and seconded by Vice President Hernandez. Motion unanimously carried.

Respectfully Submitted,

Jennie L. Padilla

Jennie L. Padilla
District Clerk

FIRST ADDENDUM TO EMPLOYMENT AGREEMENT

ADDENDUM to an Agreement made the ___ day of _____ 2024, by and between the Board of Education, Valley Stream Union Free School District 24, with offices for the transaction of business at 75 Horton Avenue, Valley Stream, New York 11581 (hereinafter referred to as the “Board”) and Jennie L. Padilla (hereinafter referred to as the “Employee”);

WHEREAS, the parties wish to memorialize their mutual understanding with regard to payment of a stipend for attending the Annual Budget Vote on May 21, 2024;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree to an addendum to the Agreement as follows:

1. The Parties agree the Employee shall receive a stipend in the amount of \$1,500 for attendance at the Annual Budget Vote on May 21, 2024 and for the duties associated with running the election on such day.
2. This Agreement shall only be in effect upon approval by the Board. Any changes must be made in writing and formally adopted by the Board. No other promises have been made or relied upon.

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

BY: _____
Name: Donna LaRocco
Title: President of the Board of Education
Date: _____

EMPLOYEE

BY: _____
Name: Jennie L. Padilla
Title: District Clerk
Date: _____

FIRST ADDENDUM TO EMPLOYMENT AGREEMENT

ADDENDUM to an Agreement made the ____ day of _____ 2024, by and between the Board of Education, Valley Stream Union Free School District 24, with offices for the transaction of business at 75 Horton Avenue, Valley Stream, New York 11580 (hereinafter referred to as the “Board”) and Dr. Unal Karakas (hereinafter referred to as the “Employee”);

WHEREAS, the Board and the Employee have entered into an Employment Agreement (the “Agreement”) with regard to the Employee’s employment in the position of Superintendent of Schools; and

WHEREAS, the Board and Employee have negotiated certain amendments to this Agreement, as delineated below;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree to an addendum to the Agreement as follows:

1. Paragraph 4, titled “Compensation,” at subsection b) is hereby amended to read as follows:
 - a) The Superintendent’s base salary for the period July 1, 2024 through June 30, 2025, shall be \$230,625.00.
2. This Agreement shall only be in effect upon approval by the Board. Any changes must be made in writing and formally adopted by the Board. No other promises have been made or relied upon.

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

BY: _____

Name: Donna LaRocco

Title: President of the Board of Education

Date: _____

EMPLOYEE

BY: _____

Name: Dr. Unal Karakas

Title: Superintendent of Schools

Date: _____

GGDOCS-1205752620-101

VALLEY STREAM UFSD #24

**Treasurer's Report
and
Bank Collateral Statements
April 30, 2024**

Respectfully submitted:

Brian K. Cleary, C.P.A.

Brian K. Cleary, C.P.A.

5/22/2024

Date

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

04/30/24

GENERAL FUND

	JPMorgan Chase Checking	JPMorgan Chase Checking	NY Class	Metropolitan Commercial	Totals
Cash Balance - Beginning	\$ 5,992,534.05	\$ 61,344.61	\$ 141,345.95	\$ 5,395,723.52	\$ 11,590,948.13
Add - Receipts	2,603,867.06	986,471.44	605.94	22,627.43	3,613,571.87
Total	8,596,401.11	1,047,816.05	141,951.89	5,418,350.95	15,204,520.00
Less - Disbursements	(2,830,425.93)	(993,205.61)	-	-	(3,823,631.54)
April 30, 2024	5,765,975.18	54,610.44	141,951.89	5,418,350.95	11,380,888.46
Deposits In Transit	-	-	-	-	-
Outstanding Checks	30,264.87	335,211.09	-	-	365,475.96
Total	5,796,240.05	389,821.53	141,951.89	5,418,350.95	11,746,364.42
Net Wires in Transit	-	-	-	-	-
Reconciling items	-	-	-	-	-
Balance Per Statement	\$ 5,796,240.05	\$ 389,821.53	\$ 141,951.89	\$ 5,418,350.95	11,746,364.42

TRUST & AGENCY FUND

	JPMorgan Chase Payroll	JPMorgan Chase Scholarship	JPMorgan Chase Student Dept	Totals
Cash Balance - Beginning	\$ 4,160.88	\$ 533.65	\$ 1,888.54	\$ 6,583.07
Add - Receipts	1,039,341.16	1.10	66.70	1,039,408.96
Total	1,043,502.04	534.75	1,955.24	1,045,992.03
Less - Disbursements	(1,039,069.61)	-	-	(1,039,069.61)
Cash Balance - End	4,432.43	534.75	1,955.24	6,922.42
Deposits In Transit	-	-	-	-
Outstanding Checks	4,721.81	-	-	4,721.81
Total	9,154.24	534.75	1,955.24	11,644.23
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	\$ 9,154.24	\$ 534.75	\$ 1,955.24	\$ 11,644.23

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	\$ 2,046.84	\$ 8,535.46	\$ 2,801.50	\$ 10,582.30
Add - Receipts	40,018.06	130,047.73	5.76	170,065.79
Total	42,064.90	138,583.19	2,807.26	180,648.09
Less - Disbursements	(41,308.48)	(133,830.69)	-	(175,139.17)
Cash Balance - End	756.42	4,752.50	2,807.26	5,508.92
Deposits In Transit	-	-	-	-
Outstanding Checks	211.50	27,430.43	-	27,641.93
Total	967.92	32,182.93	2,807.26	33,150.85
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	\$ 967.92	\$ 32,182.93	\$ 2,807.26	33,150.85

(0.00)

Total Funds

11,791,159.50

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

04/30/24

COLLATERAL ANALYSIS

Bank Statement Balances - end of month

	JPMorgan Chase	Metropolitan Commercial	NY Class
		**	***
General Fund - Checking	\$ 5,796,240.05		
General Fund - NY Class		5,418,350.95	141,951.89
GF Trust & Agency - Checking	389,821.53		
Trust & Agency - Payroll	9,154.24		
Trust & Agency - Scholarship	534.75		
School Lunch Fund	967.92		
Federal Fund	32,182.93		
Capital Fund	2,807.26		
Trust & Agency - Student Dept	1,955.24		
	<u>\$ 6,233,663.92</u>	<u>\$ 5,418,350.95</u>	<u>\$ 141,951.89</u>
Less:			
FDIC - General Fund	\$ (250,000.00)	\$ (5,418,350.95)	\$ (250,000.00)
FDIC - Payroll	(9,154.24)	-	-
Bank Balances not covered by FDIC	5,974,509.68	-	-
Required Collateral	6,093,999.87	-	-
Collateral Held by 3rd Party - BNY Mellon	-		
Collateral JPMorgan Chase	(6,103,824.30)		
Collateral Held by NY Class		-	-
If this Line balance is negative COLLATERAL IS ADEQUATE !	<u>\$ (9,824.43)</u>	<u>\$ -</u>	<u>\$ -</u>

** All accounts invested in various banks and FDIC insured

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

Total Requirements as of 04/25/2024: \$6,127,068.97 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
742395XF8	PRINCETON TEX INDPT SCH DIST 20520215 4.00000	5,845,000.00	5,479,979.75
882724E60	TEXAS ST 20450801 4.00000	705,000.00	649,995.90
Total Market Value:			6,129,975.65

Total Requirements as of 04/26/2024: \$6,109,189.12 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
35880CJS4	FRISCO TEX INDPT SCH DIST 20430815 4.00000	6,235,000.00	6,112,918.70
Total Market Value:			6,112,918.70

Total Requirements as of 04/29/2024: \$6,104,436.51 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
79642B4C4	SAN ANTONIO TEX WTR REV 20460515 5.00000	6,690,000.00	6,784,262.10
Total Market Value:			6,784,262.10

Total Requirements as of 04/30/2024: \$6,103,337.20 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
34153QBC9	FLORIDA ST BRD ED PUB ED 20360601 4.00000	6,090,000.00	6,103,824.30
Total Market Value:			6,103,824.30



May 31, 2024

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

Board of Education:

During our claims audit procedures conducted in May 2024, we reviewed approximately 230 claims, which total \$4,565,730.88, and have identified the items below that need to be reviewed. We have approved these claims for payment and release, as they were valid claims against the District. Although we noted the following instances during our review, the expenditures appear to be appropriate.

Findings:

1. We noted 2 instances where there were late fees charged for utility invoices. To avoid late fees, we recommend these bills be paid in a timely manner. It should be noted that the District can remit payments to utility companies prior to the claims auditor review.

Other Matters: None noted.

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

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

Sincerely,

Cerini & Associates LLP

Cerini & Associates, LLP
Claims Auditors

Valley Stream 24 UFSD
Instance Schedule
May 2024

Visit Date	Fund	Check #	Vendor / Payee Description	Department	PO #	PO Date	Original PO Amount	Invoice/Service Date	Instance Amount	Instance	Action/Resolution
05/30/24	A	6694	Liberty Utilities	Business Office	42443	-	-	04/01/24	\$ 5.72	Late Fee	Released
05/30/24	A	6697	MET TEL	Business Office	42447	-	-	05/15/24	\$ 24.21	Late Fee	Released
Total		2							\$ 29.93		



**Valley Stream 24 UFSD
Warrant Summary
May 2024**

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

Warrant Number	Fund	Beg Check Number	End Check Number	Number of Claims on Warrant	Approved Number of Claims	Approved Amount
63	A	6636	6636	1	1	\$ 114,942.95
64	A	6637	6677	73	73	\$ 694,942.58
			Wires			
69	A	6678	6721	71	71	\$ 711,853.97
			Wires			
70	A	6722	6734	13	13	\$ 2,912.50
65	A	1060	1061	2	2	\$ 615.35
66	A		Wire	1	1	\$ 859,859.11
71	A		Wire	1	1	\$ 1,124,301.19
67	A		Void	1	1	\$ (16,574.65) *
68	A		Void	1	1	\$ (575.35) **
22	C	1316	1317	2	2	\$ 28,324.93
1	CM	1007	1008	2	2	\$ 150.00
24	F	1356	1357	4	4	\$ 70,248.09 ***
			Wires			
25	F	1358	1358	2	2	\$ - +
26	F		Wires	5	5	\$ 23,532.47
41	T	1922	1927	6	6	\$ 5,484.72
44	T	1928	1939	12	12	\$ 358,070.99
42	T		Wires	17	17	\$ 285,298.53
43	T		Wires	16	16	\$ 302,343.50
Totals				230	230	\$ 4,565,730.88

- * Represents wire 241470, which was voided by the District.
- ** Represents check 1061, which was voided by the District.
- *** Checks 1354 and 1355 were voided by the District subsequent to the printing of the warrant due to a printing error.
- + Includes check 1353, which was voided by the District.

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

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

Cerini & Associates LLP

Claims Auditor
Cerini & Associates, LLP

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2023 To 4/30/2024



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1010.4	BOARD OF ED EXPENSES		15,000.00	0.00	15,000.00	7,465.18	3,279.25	4,255.57
A 1010.45	BOARD OF ED SUPPLIES		1,200.00	0.00	1,200.00	40.97	0.00	1,159.03
1010	BOARD OF EDUCATION	*	16,200.00	0.00	16,200.00	7,506.15	3,279.25	5,414.60
A 1040.16	DISTRICT CLERK SALARY		15,810.00	0.00	15,810.00	11,754.18	2,583.32	1,472.50
A 1040.4	DISTRICT CLERK EXPENSE		250.00	0.00	250.00	250.00	0.00	0.00
A 1040.45	DISTRICT CLERK SUPPLIES		250.00	0.00	250.00	0.00	53.81	196.19
1040	DISTRICT CLERK	*	16,310.00	0.00	16,310.00	12,004.18	2,637.13	1,668.69
A 1060.4	CONTRACTUAL EXPENSE		13,500.00	31,900.00	45,400.00	5,728.00	36,932.20	2,739.80
A 1060.45	MATERIAL & SUPPLIES		100.00	-55.00	45.00	0.00	0.00	45.00
1060	DISTRICT MEETING	*	13,600.00	31,845.00	45,445.00	5,728.00	36,932.20	2,784.80
10	Consolidated Payroll	**	46,110.00	31,845.00	77,955.00	25,238.33	42,848.58	9,868.09
A 1240.15	CENTRAL ADMIN SALARY		245,000.00	-19,701.25	225,298.75	187,500.00	37,500.00	298.75
A 1240.16	CENTRAL OFFICE SALARIES		130,188.00	5,701.25	135,889.25	112,926.82	22,962.43	0.00
A 1240.2	SUPT. EQUIPMENT		1,500.00	-1,500.00	0.00	0.00	0.00	0.00
A 1240.4	SUPT OFFICE EXPENSE		5,000.00	12,000.00	17,000.00	14,467.22	1,866.12	666.66
A 1240.45	SUPT OFFICE SUPPLIES		2,000.00	555.00	2,555.00	2,147.81	229.65	177.54
1240	CHIEF SCHOOL ADMINISTRATOR	*	383,688.00	-2,945.00	380,743.00	317,041.85	62,558.20	1,142.95
12		**	383,688.00	-2,945.00	380,743.00	317,041.85	62,558.20	1,142.95
A 1310.15	BUSINESS MANAGER SALARY		189,714.00	-700.00	189,014.00	157,244.20	31,448.80	321.00
A 1310.16	BUSINESS OFFICE SALARIES		280,107.00	-16,743.00	263,364.00	214,287.23	46,514.96	2,561.81
A 1310.2	BUSINESS OFFICE EQUIPMENT		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 1310.4	BUSINESS OFFICE EXPENSES		6,000.00	3,700.00	9,700.00	7,952.54	942.51	804.95
A 1310.407-1	OFFICE MACHINE REPAIRS		3,500.00	0.00	3,500.00	2,671.92	781.48	46.60
A 1310.409-7	BUSINESS OFFICE SOFTWARE		16,045.00	0.00	16,045.00	16,045.00	0.00	0.00
A 1310.45	BUSINESS OFFICE SUPPLIES		3,000.00	0.00	3,000.00	1,671.71	733.51	594.78
A 1310.451	OFFICE PAPER-BUSINESS		1,100.00	0.00	1,100.00	0.00	0.00	1,100.00
A 1310.49	BOCES SERVICES		37,500.00	0.00	37,500.00	33,000.07	4,499.93	0.00
1310	BUSINESS ADMINISTRATOR	*	537,966.00	-14,743.00	523,223.00	432,872.67	84,921.19	5,429.14
A 1320.4	AUDITING EXPENSE		72,000.00	43,150.00	115,150.00	59,900.00	55,250.00	0.00
1320	AUDITING	*	72,000.00	43,150.00	115,150.00	59,900.00	55,250.00	0.00
A 1325.16	TREASURER-SALARY		13,655.00	95.00	13,750.00	11,458.40	2,291.60	0.00
A 1325.45	TREASURER SUPPLIES		200.00	-195.40	4.60	0.00	0.00	4.60
1325	TREASURER	*	13,855.00	-100.40	13,754.60	11,458.40	2,291.60	4.60

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2023 To 4/30/2024



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1380.4	CONTRACTUAL EXP-FISCAL AGENT	2,000.00	-2,000.00	0.00	0.00	0.00	0.00
1380	FISCAL AGENT FEES	2,000.00	-2,000.00	0.00	0.00	0.00	0.00
13		625,821.00	26,306.60	652,127.60	504,231.07	142,462.79	5,433.74
A 1420.4	ATTORNEY FEES	60,000.00	55,000.00	115,000.00	74,796.00	50,204.00	-10,000.00
A 1420.400-1	BOND COUNSEL	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 1420.400-2	NEGOTIATIONS ATTORNEY	35,000.00	0.00	35,000.00	18,282.47	16,717.53	0.00
1420	LEGAL FEES	98,000.00	55,000.00	153,000.00	93,078.47	66,921.53	-7,000.00
A 1430.4	PERSONNEL EXPENSES	5,500.00	1,000.00	6,500.00	5,557.25	683.00	259.75
A 1430.49	BOCES REG.TEACHER CERTIFICATION	5,000.00	3,050.00	8,050.00	8,050.00	0.00	0.00
1430	PERSONNEL	10,500.00	4,050.00	14,550.00	13,607.25	683.00	259.75
A 1480.4	PUBLIC INFO EXPENSES	17,000.00	4,668.00	21,668.00	11,574.02	7,860.98	2,233.00
A 1480.45	PUBLIC INFO MATERIALS & SUPPLIES	0.00	100.40	100.40	100.40	0.00	0.00
A 1480.49	PUBLIC INFO BOCES	33,500.00	16,845.00	50,345.00	33,563.20	16,781.00	0.80
1480	PUBLIC INFO AND SERVICE	50,500.00	21,613.40	72,113.40	45,237.62	24,641.98	2,233.80
14		159,000.00	80,663.40	239,663.40	151,923.34	92,246.51	-4,506.45
A 1620.16	CUSTODIAL SALARIES	5,105.00	2,052.50	7,157.50	11,357.50	0.00	-4,200.00
A 1620.160-1	CUSTODIAL SALARIES-BAS	227,027.00	-7,125.33	219,901.67	187,758.47	33,802.20	-1,659.00
A 1620.160-2	CUSTODIAL SALARIES-RWC	222,642.00	0.00	222,642.00	191,966.12	32,915.00	-2,239.12
A 1620.160-3	CUSTODIAL SALARIES-WLB	206,384.00	6,296.80	212,680.80	184,130.60	31,868.20	-3,318.00
A 1620.161-1	CUSTODIAL OVERTIME-BAS	16,000.00	0.00	16,000.00	7,523.01	0.00	8,476.99
A 1620.161-2	CUSTODIAL OVERTIME-RWC	11,000.00	0.00	11,000.00	5,253.08	0.00	5,746.92
A 1620.161-3	CUSTODIAL OVERTIME-WLB	18,000.00	-1,223.97	16,776.03	9,969.48	0.00	6,806.55
A 1620.162-1	SECURITY AIDE SALARY-BAS	31,713.00	8,226.76	39,939.76	35,418.58	8,988.30	-4,467.12
A 1620.162-2	SECURITY AIDE SALARY-RWC	33,984.00	2,262.52	36,246.52	29,866.24	9,102.48	-2,722.20
A 1620.162-3	SECURITY AIDE SALARY-WLB	32,847.00	2,390.76	35,237.76	29,020.13	8,850.15	-2,632.52
A 1620.200-1	EQUIPMENT-BAS	1,250.00	-1,250.00	0.00	0.00	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	-1,250.00	0.00	0.00	0.00	0.00
A 1620.268-1	HEATING/COOLING-BAS	1,250.00	0.00	1,250.00	883.00	0.00	367.00
A 1620.268-2	HEATING/COOLING-RWC	1,500.00	0.00	1,500.00	883.00	0.00	617.00
A 1620.268-3	HEATING/COOLING-WLB	1,250.00	0.00	1,250.00	883.00	0.00	367.00
A 1620.272-1	CLEANING EQUIPMENT-BAS	4,750.00	0.00	4,750.00	0.00	0.00	4,750.00
A 1620.272-2	CLEANING EQUIPMENT-RWC	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2023 To 4/30/2024



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1620.272-3	CLEANING EQUIPMENT-WLB	4,750.00	0.00	4,750.00	0.00	0.00	4,750.00
A 1620.404-1	CONTRACTUAL STAFF TRAINING-BAS	1,250.00	0.00	1,250.00	713.71	0.00	536.29
A 1620.404-2	CONTRACTUAL STAFF TRAINING-RWC	1,500.00	0.00	1,500.00	713.71	150.00	636.29
A 1620.404-3	CONTRACTUAL STAFF TRAINING-WLB	1,250.00	0.00	1,250.00	713.71	0.00	536.29
A 1620.406	FUEL/OIL	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 1620.406-11	GAS/ELECTRIC-BAS	35,000.00	23,000.00	58,000.00	43,037.24	5,962.76	9,000.00
A 1620.406-12	GAS/ELECTRIC-RWC	28,000.00	2,000.00	30,000.00	20,760.63	8,517.78	721.59
A 1620.406-13	GAS/ELECTRIC-WLB	57,000.00	8,000.00	65,000.00	51,924.24	9,475.76	3,600.00
A 1620.406-21	WATER EXPENSES-BAS	5,000.00	0.00	5,000.00	4,789.83	560.17	-350.00
A 1620.406-22	WATER EXPENSES-RWC	3,000.00	2,000.00	5,000.00	4,388.67	611.33	0.00
A 1620.406-23	WATER EXPENSES-WLB	7,000.00	-2,000.00	5,000.00	2,674.90	1,025.10	1,300.00
A 1620.406-31	TELEPHONE EXPENSES-BAS	10,000.00	0.00	10,000.00	6,677.70	3,322.30	0.00
A 1620.406-32	TELEPHONE EXPENSES-RWC	11,000.00	0.00	11,000.00	9,172.82	2,827.18	-1,000.00
A 1620.406-33	TELEPHONE EXPENSES-WLB	14,000.00	0.00	14,000.00	10,538.90	4,561.10	-1,100.00
A 1620.406-61	CONTRACTUAL ELECTRICAL-BAS	4,000.00	-425.00	3,575.00	1,450.50	1,424.89	699.61
A 1620.406-62	CONTRACTUAL ELECTRICAL-RWC	4,000.00	850.00	4,850.00	3,394.00	1,431.89	24.11
A 1620.406-63	CONTRACTUAL ELECTRICAL-WLB	4,000.00	-425.00	3,575.00	1,450.50	1,424.89	699.61
A 1620.406-71	PROF & TECH EXPENSE-BAS	19,400.00	-1,750.00	17,650.00	11,904.64	1,878.20	3,867.16
A 1620.406-72	PROF & TECH EXPENSE-RWC	14,400.00	-1,750.00	12,650.00	8,841.00	906.84	2,902.16
A 1620.406-73	PROF & TECH EXPENSE-WLB	10,500.00	3,500.00	14,000.00	12,004.70	1,828.12	167.18
A 1620.407-21	CLEANING EXPENSES-BAS	5,500.00	0.00	5,500.00	859.24	740.76	3,900.00
A 1620.407-22	CLEANING EXPENSES-RWC	4,000.00	0.00	4,000.00	855.25	744.75	2,400.00
A 1620.407-23	CLEANING EXPENSES-WLB	5,500.00	0.00	5,500.00	1,463.66	526.24	3,510.10
A 1620.407-51	SECURITY-BAS	62,000.00	28,550.00	90,550.00	64,988.12	23,797.88	1,764.00
A 1620.407-52	SECURITY-RWC	63,000.00	27,050.00	90,050.00	64,406.58	25,015.42	628.00
A 1620.407-53	SECURITY-WLB	75,000.00	14,150.00	89,150.00	63,582.40	24,203.60	1,364.00
A 1620.457-21	CLEANING SUPPLIES-BAS	16,000.00	0.00	16,000.00	5,642.61	2,482.39	7,875.00
A 1620.457-22	CLEANING SUPPLIES-RWC	14,500.00	0.00	14,500.00	4,416.57	2,488.43	7,595.00
A 1620.457-23	CLEANING SUPPLIES-WLB	14,500.00	0.00	14,500.00	5,163.91	2,537.52	6,798.57
A 1620.457-51	SECURITY MATERIAL AND SUPPLIES-BAS	0.00	50.00	50.00	30.84	0.00	19.16
A 1620.457-52	SECURITY MATERIAL AND SUPPLIES-RWC	0.00	50.00	50.00	30.84	0.00	19.16
A 1620.457-53	SECURITY MATERIAL AND SUPPLIES-WLB	0.00	50.00	50.00	30.84	0.00	19.16
A 1620.458-21	UNIFORM SUPPLIES-BAS	1,600.00	0.00	1,600.00	1,050.65	149.35	400.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2023 To 4/30/2024



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1620.458-22	UNIFORM SUPPLIES-RWC	1,800.00	0.00	1,800.00	1,729.65	70.35	0.00
A 1620.458-23	UNIFORM SUPPLIES-WLB	1,600.00	0.00	1,600.00	1,128.42	71.58	400.00
1620	OPERATION MAINT/PLANT	1,323,502.00	111,780.04	1,435,282.04	1,105,443.19	254,262.91	75,575.94
A 1621.16	MAINTENANCE SALARIES	214,825.00	2,152.00	216,977.00	180,980.80	35,996.20	0.00
A 1621.161-2	MAINTENANCE OVERTIME SALARIES-RWC	5,000.00	-2,152.00	2,848.00	349.18	0.00	2,498.82
A 1621.200-1	EQUIPMENT-BAS	1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 1621.200-2	EQUIPMENT-RWC	1,000.00	334.50	1,334.50	1,334.50	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	0.00	350.00	0.00	0.00	350.00
A 1621.268-3	HEATING/COOLING-WLB	325.00	-234.50	90.50	0.00	0.00	90.50
A 1621.280-1	GROUNDS-BAS	2,600.00	0.00	2,600.00	2,398.33	0.00	201.67
A 1621.280-2	GROUNDS-RWC	3,300.00	0.00	3,300.00	2,398.34	0.00	901.66
A 1621.280-3	GROUNDS-WLB	2,600.00	0.00	2,600.00	2,398.33	0.00	201.67
A 1621.283-1	AUTOMOTIVE EQUIPMENT-BAS	600.00	-600.00	0.00	0.00	0.00	0.00
A 1621.283-2	AUTOMOTIVE EQUIPMENT-RWC	700.00	-700.00	0.00	0.00	0.00	0.00
A 1621.283-3	AUTOMOTIVE EQUIPMENT-WLB	700.00	-700.00	0.00	0.00	0.00	0.00
A 1621.406-4	MILEAGE	1,000.00	0.00	1,000.00	910.16	39.84	50.00
A 1621.406-5	ELEC/MAINTENANCE EXPENSE	500.00	0.00	500.00	95.00	205.00	200.00
A 1621.406-51	ELEC/MAINTENANCE EXPENSE-BAS	500.00	0.00	500.00	0.00	300.00	200.00
A 1621.406-52	ELEC/MAINTENANCE EXPENSE-RWC	500.00	0.00	500.00	279.70	20.30	200.00
A 1621.406-81	HEATING/COOLING EXPENSE-BAS	8,500.00	6,480.00	14,980.00	10,703.58	4,251.42	25.00
A 1621.406-82	HEATING/COOLING EXPENSE-RWC	8,000.00	7,880.00	15,880.00	10,693.80	4,651.58	534.62
A 1621.406-83	HEATING/COOLING EXPENSE-WLB	8,500.00	14,565.00	23,065.00	19,712.86	3,308.36	43.78
A 1621.406-91	PLUMBING EXPENSE-BAS	2,000.00	-500.00	1,500.00	348.07	556.93	595.00
A 1621.406-92	PLUMBING EXPENSE-RWC	1,000.00	-95.00	905.00	673.03	231.97	0.00
A 1621.406-93	PLUMBING EXPENSE-WLB	1,000.00	-200.00	800.00	336.92	368.08	95.00
A 1621.407-01	REPAIRS-GENERAL-BAS	10,000.00	-3,000.00	7,000.00	1,378.40	4,505.89	1,115.71
A 1621.407-02	REPAIRS-GENERAL-RWC	7,500.00	-2,300.00	5,200.00	4,255.62	693.26	251.12
A 1621.407-03	REPAIRS-GENERAL-WLB	7,500.00	-2,440.00	5,060.00	3,641.06	631.82	787.12
A 1621.407-3	SITE WORK	67,000.00	0.00	67,000.00	48,434.24	11,576.14	6,989.62
A 1621.407-30-2	PLAYGROUND MAINTENANCE-BAS	2,500.00	0.00	2,500.00	495.00	0.00	2,005.00
A 1621.407-30-3	PLAYGROUND MAINTENANCE-RWC	2,500.00	0.00	2,500.00	495.00	0.00	2,005.00

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A 1621.407-30-4	PLAYGROUND MAINTENENCE-WLB	2,500.00	0.00	2,500.00	495.00	0.00	2,005.00
A 1621.407-31-2	ATHLETIC FIELDS-BAS	3,500.00	0.00	3,500.00	0.00	50.00	3,450.00
A 1621.407-31-3	ATHLETIC FIELDS-RWC	3,750.00	0.00	3,750.00	0.00	50.00	3,700.00
A 1621.407-31-4	ATHLETIC FIELDS-WLB	3,750.00	0.00	3,750.00	0.00	50.00	3,700.00
A 1621.450-1	MATERIAL & SUPPLIES-BAS	5,000.00	1,500.00	6,500.00	2,793.51	1,707.68	1,998.81
A 1621.450-2	MATERIAL & SUPPLIES-RWC	5,000.00	2,900.00	7,900.00	4,813.69	1,232.13	1,854.18
A 1621.450-3	MATERIAL & SUPPLIES-WLB	5,000.00	1,500.00	6,500.00	3,179.84	1,068.51	2,251.65
A 1621.456-51	ELEC/MAINTENANCE-BAS	3,100.00	0.00	3,100.00	126.71	223.29	2,750.00
A 1621.456-52	ELEC/MAINTENANCE-RWC	2,950.00	0.00	2,950.00	684.83	165.17	2,100.00
A 1621.456-53	ELEC/MAINTENANCE-WLB	2,950.00	0.00	2,950.00	178.99	171.01	2,600.00
A 1621.456-61	INTERCOM/EMERG LIGHTS-BAS	700.00	0.00	700.00	0.00	0.00	700.00
A 1621.456-62	INTERCOM/EMERG LIGHTS-RWC	600.00	0.00	600.00	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	600.00	250.00	850.00
A 1621.456-82	HEATING/COOLING SUPPLIES-RWC	1,700.00	0.00	1,700.00	0.00	1,212.00	488.00
A 1621.456-83	HEATING/COOLING SUPPLIES-WLB	1,600.00	0.00	1,600.00	159.65	40.35	1,400.00
A 1621.456-91	PLUMBING SUPPLIES-BAS	0.00	200.00	200.00	19.45	55.55	125.00
A 1621.456-92	PLUMBING SUPPLIES-RWC	0.00	695.00	695.00	595.12	74.88	25.00
A 1621.456-93	PLUMBING SUPPLIES-WLB	0.00	200.00	200.00	169.51	30.49	0.00
A 1621.457-01	REPAIRS-GENERAL-BAS	5,000.00	-550.00	4,450.00	559.56	358.56	3,531.88
A 1621.457-02	REPAIRS-GENERAL-RWC	5,000.00	-1,550.00	3,450.00	691.97	326.15	2,431.88
A 1621.457-03	REPAIRS-GENERAL-WLB	5,000.00	-1,650.00	3,350.00	1,041.69	394.02	1,914.29
A 1621.457-61	HARDWARE-BAS	1,000.00	0.00	1,000.00	100.95	199.05	700.00
A 1621.457-62	HARDWARE-RWC	1,000.00	0.00	1,000.00	96.25	153.75	750.00
A 1621.457-63	HARDWARE-WLB	1,000.00	0.00	1,000.00	176.96	173.04	650.00
A 1621.457-71	CARPENTRY-BAS	2,750.00	0.00	2,750.00	846.95	1,330.65	572.40
A 1621.457-72	CARPENTRY-RWC	2,650.00	0.00	2,650.00	951.19	1,237.90	460.91
A 1621.457-73	CARPENTRY-WLB	2,600.00	0.00	2,600.00	707.91	1,469.69	422.40
A 1621.457-81	GLAZING-BAS	300.00	0.00	300.00	100.66	99.34	100.00
A 1621.457-82	GLAZING-RWC	350.00	0.00	350.00	100.66	99.34	150.00
A 1621.457-83	GLAZING-WLB	350.00	0.00	350.00	100.66	99.34	150.00
A 1621.457-91	PAINTING-BAS	1,000.00	0.00	1,000.00	117.88	182.12	700.00
A 1621.457-92	PAINTING-RWC	1,000.00	0.00	1,000.00	760.02	239.98	0.00

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A 1621.457-93	PAINTING-WLB		1,000.00	0.00	1,000.00	473.13	226.87	300.00
A 1621.458-01	GROUNDS-BAS		1,650.00	0.00	1,650.00	0.00	100.00	1,550.00
A 1621.458-02	GROUNDS-RWC		1,650.00	0.00	1,650.00	0.00	100.00	1,550.00
A 1621.458-03	GROUNDS-WLB		1,700.00	0.00	1,700.00	0.00	100.00	1,600.00
A 1621.458-31	AUTOMOTIVE-BAS		1,333.00	1,150.00	2,483.00	1,223.33	1,156.67	103.00
A 1621.458-32	AUTOMOTIVE-RWC		1,333.00	1,250.00	2,583.00	1,210.09	1,144.91	228.00
A 1621.458-33	AUTOMOTIVE-WLB		1,334.00	1,250.00	2,584.00	1,223.33	1,156.67	204.00
1621	MAINTENANCE OF PLANT	*	446,325.00	23,385.00	469,710.00	316,611.41	84,065.90	69,032.69
A 1670.400-1	CENTRAL PRINTING EXPENSE-BAS		5,650.00	0.00	5,650.00	2,548.73	2,413.01	688.26
A 1670.400-2	CENTRAL PRINTING EXPENSE-RWC		5,650.00	0.00	5,650.00	2,548.73	2,161.27	940.00
A 1670.400-3	CENTRAL PRINTING EXPENSE-WLB		5,700.00	41.40	5,741.40	3,542.79	2,245.21	-46.60
A 1670.401	OUTSIDE PRINTING SERVICES		5,000.00	-2,250.00	2,750.00	2,650.00	0.00	100.00
1670	CENTRAL PRINTING AND MAILING	*	22,000.00	-2,208.60	19,791.40	11,290.25	6,819.49	1,681.66
A 1680.45	DATA PROC SUPPLIES		500.00	-500.00	0.00	0.00	0.00	0.00
A 1680.49	BOCES TEST SCORE		40,000.00	0.00	40,000.00	26,736.11	13,263.89	0.00
A 1680.490-1	BOCES DATA WAREHOUSING		125,000.00	0.00	125,000.00	103,195.52	21,642.75	161.73
1680	DATA PROCESSING DISTRICT	*	165,500.00	-500.00	165,000.00	129,931.63	34,906.64	161.73
16		**	1,957,327.00	132,456.44	2,089,783.44	1,563,276.48	380,054.94	146,452.02
A 1910.4	UNALLOCATED INS		190,000.00	0.00	190,000.00	182,762.03	4,620.97	2,617.00
1910	UNALLOCATED INSURANCE	*	190,000.00	0.00	190,000.00	182,762.03	4,620.97	2,617.00
A 1920.4	SCHOOL ASSOC DUES		18,000.00	0.00	18,000.00	16,476.00	0.00	1,524.00
1920	SCHOOL ASSOCIATION DUES	*	18,000.00	0.00	18,000.00	16,476.00	0.00	1,524.00
A 1930.4	CLAIMS/JUDGEMENT		600.00	425,000.00	425,600.00	425,000.00	0.00	600.00
1930	JUDGMENTS & CLAIMS	*	600.00	425,000.00	425,600.00	425,000.00	0.00	600.00
A 1981.49	BOCES AMIN		115,911.00	0.00	115,911.00	115,911.00	0.00	0.00
A 1981.492	BOCES RENTAL		11,562.00	0.00	11,562.00	7,708.00	3,854.00	0.00
A 1981.493	BOCES CAPITAL		18,943.00	0.00	18,943.00	18,943.00	0.00	0.00
1981	ADMIN CHARGE-BOCES	*	146,416.00	0.00	146,416.00	142,562.00	3,854.00	0.00
19	Disability Insurance	**	355,016.00	425,000.00	780,016.00	766,800.03	8,474.97	4,741.00
1		***	3,526,962.00	693,326.44	4,220,288.44	3,328,511.10	728,645.99	163,131.35
A 2010.15	CURRICULUM-PROFESSIONAL SALARIES		0.00	0.00	0.00	0.00	0.00	0.00
A 2010.150	ASSISTANT SUPERINTENDENT		193,214.00	0.00	193,214.00	160,926.00	32,185.00	103.00
A 2010.16	CURRICULUM SALARIES		12,000.00	-12,000.00	0.00	0.00	0.00	0.00

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2010.200	EQUIPMENT	1,500.00	-1,080.00	420.00	0.00	0.00	420.00
A 2010.4	CURRICULUM DEVEL EXPENSE	2,000.00	0.00	2,000.00	100.00	0.00	1,900.00
A 2010.45	CURRICULUM DEVEL SUPPLIES	3,000.00	181.82	3,181.82	491.81	0.00	2,690.01
A 2010.451	DUP PAPER/REPT CARD	5,000.00	-500.00	4,500.00	1,530.00	510.00	2,460.00
A 2010.49	BOCES CURRICULUM DEVELOPMENT	65,000.00	0.00	65,000.00	53,669.92	11,330.08	0.00
2010	CURR. DEV./SUPERVISION *	281,714.00	-13,398.18	268,315.82	216,717.73	44,025.08	7,573.01
A 2020.15	BUILDING PRINCIPALS SALARIES	324,047.00	-25,406.33	298,640.67	233,088.67	46,956.60	18,595.40
A 2020.150-1	BUILDING PRINCIPALS SALARIES-BAS	185,620.00	938.00	186,558.00	155,465.00	31,093.00	0.00
A 2020.150-2	BUILDING PRINCIPALS SALARIES-RWC	164,970.00	0.00	164,970.00	137,473.40	27,494.60	2.00
A 2020.150-3	BUILDING PRINCIPALS SALARIES-WLB	151,898.00	-938.00	150,960.00	125,715.00	25,143.00	102.00
A 2020.160-1	BUILDG OFFICE SALARIES-BAS	44,051.00	6,824.00	50,875.00	42,187.96	8,687.04	0.00
A 2020.160-2	BUILDG OFFICE SALARIES-RWC	59,019.00	8,922.00	67,941.00	56,292.80	11,648.20	0.00
A 2020.160-3	BUILDG OFFICE SALARIES-WLB	46,319.00	8,109.33	54,428.33	45,321.94	9,106.39	0.00
A 2020.4	SUPERVISION EXPENSES	1,000.00	4,500.00	5,500.00	3,135.45	2,269.39	95.16
A 2020.401	SUPERVISION-BAS	200.00	0.00	200.00	50.25	24.75	125.00
A 2020.401-97	SUPERVISION-P/C-BAS	500.00	0.00	500.00	81.69	418.31	0.00
A 2020.402	SUPERVISION-WLB	200.00	-200.00	0.00	0.00	0.00	0.00
A 2020.402-97	SUPERVISION-P/C-WLB	300.00	200.00	500.00	111.82	188.18	200.00
A 2020.403	SUPERVISION-RWC	500.00	-200.00	300.00	0.00	0.00	300.00
A 2020.403-97	SUPERVISION-P/C-RWC	500.00	0.00	500.00	0.00	500.00	0.00
A 2020.451	SUPERVISION-BAS	500.00	191.18	691.18	191.18	0.00	500.00
A 2020.451-10	OFFICE PAPER-BAS	6,000.00	2,250.00	8,250.00	6,271.80	1,224.00	754.20
A 2020.451-20	OFFICE PAPER-WLB	7,000.00	0.00	7,000.00	5,100.00	900.00	1,000.00
A 2020.451-30	OFFICE PAPER-RWC	8,500.00	0.00	8,500.00	7,650.00	850.00	0.00
A 2020.452	SUPERVISION-WLB	500.00	780.00	1,280.00	1,280.00	0.00	0.00
A 2020.453	SUPERVISION-RWC	300.00	0.00	300.00	0.00	0.00	300.00
2020	SUPER. REG. SCHOOL *	1,001,924.00	5,970.18	1,007,894.18	819,416.96	166,503.46	21,973.76
A 2060.15	INSTRUCTIONAL SALARIE	30,000.00	0.00	30,000.00	23,091.80	6,908.20	0.00
2060	RESEARCH PLAN/EVAL *	30,000.00	0.00	30,000.00	23,091.80	6,908.20	0.00
A 2070.40	INSERV TRAINING	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2070.41	INSERVICE TRNG-BAS	500.00	0.00	500.00	0.00	0.00	500.00
A 2070.42	INSERVICE TRNG-WLB	500.00	0.00	500.00	0.00	0.00	500.00
A 2070.43	INSERVICE TRNG-RWC	500.00	0.00	500.00	475.00	0.00	25.00

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A 2070.44	INSERVICE TRNG-D.W.	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2070.444	STAFF DEVELOPMENT	10,000.00	0.00	10,000.00	4,928.52	4,965.00	106.48
A 2070.490	BOCES STAFF DEVELOPMENT	25,000.00	0.00	25,000.00	15,412.80	9,587.20	0.00
2070	IN-SERV TRAIN-INSTR.	38,500.00	0.00	38,500.00	20,816.32	14,552.20	3,131.48
20	Group Insurance	1,352,138.00	-7,428.00	1,344,710.00	1,080,042.81	231,988.94	32,678.25
A 2110.12	TEACHERS 1-6 SALARIES	695,198.00	-454,884.00	240,314.00	162,016.00	81,008.00	-2,710.00
A 2110.120-1	TEACHERS 1-6 SALARIES-BAS	2,320,026.00	-200,000.00	2,120,026.00	1,455,164.39	652,190.87	12,670.74
A 2110.120-2	TEACHERS 1-6 SALARIES-RWC	2,771,555.00	-446,935.60	2,324,619.40	1,590,143.34	677,305.16	57,170.90
A 2110.120-3	TEACHERS 1-6 SALARIES-WLB	2,112,242.00	8,814.00	2,121,056.00	1,482,889.74	667,036.45	-28,870.19
A 2110.121	KINDERGARTEN TEACHERS SALARIES	75,262.00	-19,800.00	55,462.00	0.00	0.00	55,462.00
A 2110.121-1	KINDERGARTEN TEACHERS SALARIES-BAS	188,532.00	8,438.00	196,970.00	131,969.36	65,984.64	-984.00
A 2110.121-2	KINDERGARTEN TEACHERS SALARIES-RWC	204,384.00	148,192.00	352,576.00	236,874.64	118,437.36	-2,736.00
A 2110.121-3	KINDERGARTEN TEACHERS SALARIES-WLB	155,788.00	12,351.00	168,139.00	115,296.66	58,771.34	-5,929.00
A 2110.123	AFTER SCHOOL PROGRAMS	0.00	10,757.00	10,757.00	8,813.60	2,203.40	-260.00
A 2110.123-1	AFTER SCHOOL PROGRAMS-BAS	6,650.00	0.00	6,650.00	5,336.81	1,447.19	-134.00
A 2110.123-2	AFTER SCHOOL PROGRAMS-RWC	6,700.00	0.00	6,700.00	5,680.33	1,261.84	-242.17
A 2110.123-3	AFTER SCHOOL PROGRAMS-WLB	6,650.00	867.69	7,517.69	6,634.69	1,487.40	-604.40
A 2110.124-1	SUPPORT SERVICES SALARIES-BAS	400,000.00	-11,624.69	388,375.31	274,296.30	89,955.90	24,123.11
A 2110.124-2	SUPPORT SERVICES SALARIES-RWC	410,849.00	0.00	410,849.00	256,387.50	128,240.00	26,221.50
A 2110.124-3	SUPPORT SERVICES SALARIES-WLB	410,000.00	-168,981.00	241,019.00	150,116.00	75,058.00	15,845.00
A 2110.129-1	EXTRA DUTIES/SERVICES-BAS	15,000.00	0.00	15,000.00	18,208.68	0.00	-3,208.68
A 2110.129-2	EXTRA DUTIES/SERVICES-RWC	10,000.00	0.00	10,000.00	14,329.47	0.00	-4,329.47
A 2110.129-3	EXTRA DUTIES/SERVICES-WLB	25,000.00	0.00	25,000.00	8,152.46	0.00	16,847.54
A 2110.140-1	SUB TEACHERS SALARIES-BAS	50,000.00	0.00	50,000.00	42,210.00	0.00	7,790.00
A 2110.140-2	SUB TEACHERS SALARIES-RWC	50,000.00	0.00	50,000.00	45,560.00	0.00	4,440.00
A 2110.140-3	SUB TEACHERS SALARIES-WLB	115,000.00	0.00	115,000.00	41,435.00	0.00	73,565.00
A 2110.160-1	LCH/CRM/CPY AIDES-BAS	209,672.00	0.00	209,672.00	164,236.49	31,653.62	13,781.89
A 2110.160-2	LCH/CRM/CPY AIDES-RWC	146,423.00	0.00	146,423.00	158,445.37	22,070.03	-34,092.40
A 2110.160-3	LCH/CRM/CPY AIDES-WLB	177,302.00	-12,880.04	164,421.96	129,961.71	13,515.07	20,945.18
A 2110.239	INSTRU MUSIC	5,000.00	-3,000.00	2,000.00	0.00	0.00	2,000.00
A 2110.400-71	COPIER LEASES-BAS	25,000.00	0.00	25,000.00	19,179.63	5,739.36	81.01
A 2110.400-72	COPIER LEASES-WLB	38,000.00	-3,541.40	34,458.60	29,785.00	4,673.36	0.24

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Appropriation Status Detail Report By Function From 7/1/2023 To 4/30/2024



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.400-73	COPIER LEASES-RWC	17,000.00	5,051.00	22,051.00	18,587.15	3,462.89	0.96
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	25.00	0.00	25.00
A 2110.403-52	PHYSICAL ED-RWC	50.00	0.00	50.00	50.00	0.00	0.00
A 2110.403-53	PHYSICAL ED-WLB	50.00	0.00	50.00	25.00	0.00	25.00
A 2110.403-81	VOCAL MUSIC-BAS	175.00	0.00	175.00	58.32	0.00	116.68
A 2110.403-82	VOCAL MUSIC-RWC	175.00	0.00	175.00	58.32	0.00	116.68
A 2110.403-83	VOCAL MUSIC-WLB	150.00	0.00	150.00	58.31	0.00	91.69
A 2110.403-91	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	859.99	0.00	1,140.01
A 2110.403-92	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	915.99	0.00	1,084.01
A 2110.403-93	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	924.99	0.00	1,075.01
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	540.00	0.00	310.00
A 2110.406-41	STAFF MILEAGE-BAS	500.00	0.00	500.00	35.45	114.55	350.00
A 2110.406-42	STAFF MILEAGE-RWC	500.00	0.00	500.00	0.00	100.00	400.00
A 2110.406-43	STAFF MILEAGE-WLB	500.00	0.00	500.00	6.83	276.21	216.96
A 2110.450-1	BAS-GENERAL INSTR SUPPLIES	10,000.00	0.00	10,000.00	6,262.57	711.78	3,025.65
A 2110.450-2	WLB-GENERAL INSTR SUPPLIES	10,000.00	228.59	10,228.59	6,238.36	2,002.44	1,987.79
A 2110.450-3	RWC-GENERAL INSTR SUPPLIES	16,000.00	-1,080.13	14,919.87	11,247.36	375.57	3,296.94
A 2110.450-4	MATH SUPPLIES	16,600.00	0.00	16,600.00	555.77	0.00	16,044.23
A 2110.451-01	BAS-KINDERGARTEN	2,000.00	0.00	2,000.00	1,496.79	257.47	245.74
A 2110.451-02	WLB-KINDERGARTEN	1,500.00	0.00	1,500.00	1,186.70	305.94	7.36
A 2110.451-03	RWC-KINDERGARTEN	2,500.00	0.00	2,500.00	2,367.31	48.46	84.23
A 2110.452-41	READING SUPPLIES-BAS	2,000.00	0.00	2,000.00	2,000.00	0.00	0.00

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.452-42	READING SUPPLIES-WLB	2,000.00	0.00	2,000.00	761.11	1,005.00	233.89
A 2110.452-43	READING SUPPLIES-RWC	2,000.00	0.00	2,000.00	1,501.34	0.00	498.66
A 2110.452-51	EARLY INTERV SUPPLIES-BAS	1,000.00	0.00	1,000.00	291.60	0.00	708.40
A 2110.452-52	EARLY INTERV SUPPLIES-WLB	1,000.00	0.00	1,000.00	0.00	803.50	196.50
A 2110.452-53	EARLY INTERV SUPPLIES-RWC	1,000.00	0.00	1,000.00	830.77	0.00	169.23
A 2110.452-6	SLES-FOREIGN LANG	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
A 2110.452-71	HEALTH-BAS	700.00	0.00	700.00	0.00	0.00	700.00
A 2110.452-72	HEALTH-RWC	650.00	0.00	650.00	0.00	0.00	650.00
A 2110.452-73	HEALTH-WLB	650.00	0.00	650.00	0.00	0.00	650.00
A 2110.452-8	SCIENCE	2,400.00	0.00	2,400.00	2,399.80	0.00	0.20
A 2110.452-81	SCIENCE-BAS	1,200.00	0.00	1,200.00	55.58	0.00	1,144.42
A 2110.452-82	SCIENCE-RWC	1,200.00	0.00	1,200.00	274.47	0.00	925.53
A 2110.452-83	SCIENCE-WLB	1,200.00	0.00	1,200.00	815.26	30.00	354.74
A 2110.452-91	ESL-BAS	400.00	0.00	400.00	0.00	0.00	400.00
A 2110.452-92	ESL-RWC	300.00	0.00	300.00	260.17	0.00	39.83
A 2110.452-93	ESL-WLB	300.00	0.00	300.00	254.84	0.00	45.16
A 2110.453-01	BAS-ART	3,300.00	1,334.70	4,634.70	3,315.98	0.00	1,318.72
A 2110.453-02	WLB-ART	3,300.00	0.00	3,300.00	2,356.72	942.74	0.54
A 2110.453-03	RWC-ART	3,800.00	0.00	3,800.00	2,658.09	1,113.73	28.18
A 2110.453-51	BAS-PHYSICAL ED	1,300.00	0.00	1,300.00	948.04	0.00	351.96
A 2110.453-52	WLB-PHYSICAL ED	1,300.00	0.00	1,300.00	278.14	75.38	946.48
A 2110.453-53	RWC-PHYSICAL ED	1,600.00	0.00	1,600.00	1,150.33	0.00	449.67
A 2110.453-81	VOCAL MUSIC-BAS	838.00	0.00	838.00	697.58	0.00	140.42
A 2110.453-82	VOCAL MUSIC-RWC	914.00	0.00	914.00	697.59	0.00	216.41
A 2110.453-83	VOCAL MUSIC-WLB	748.00	0.00	748.00	744.88	0.00	3.12
A 2110.453-91	INSTRU MUSIC-BAS	2,000.00	1,000.00	3,000.00	2,502.75	87.50	409.75
A 2110.453-92	INSTRU MUSIC-RWC	2,000.00	1,000.00	3,000.00	2,498.01	82.50	419.49
A 2110.453-93	INSTRU MUSIC-WLB	2,000.00	1,000.00	3,000.00	2,542.91	82.50	374.59
A 2110.455-01	BAS-SUPPLEMENTAL	2,000.00	730.00	2,730.00	2,723.83	0.00	6.17
A 2110.455-02	WLB-SUPPLEMENTAL	3,000.00	-730.00	2,270.00	0.00	1,612.99	657.01
A 2110.455-03	RWC-SUPPLEMENTAL	3,700.00	0.00	3,700.00	0.00	0.00	3,700.00
A 2110.455-4	CHALLENGE	2,800.00	0.00	2,800.00	2,265.85	0.00	534.15
A 2110.455-41	BAS-CHALLENGE	1,255.00	0.00	1,255.00	1,004.00	0.00	251.00

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.455-42	WLB-CHALLENGE	1,300.00	0.00	1,300.00	1,067.00	0.00	233.00
A 2110.455-43	RWC-CHALLENGE	1,495.00	0.00	1,495.00	1,196.00	0.00	299.00
A 2110.456	District Workbooks	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
A 2110.47	TUITION	15,000.00	-4,200.00	10,800.00	0.00	0.00	10,800.00
A 2110.473	CHARTER SCHOOL TUITION	48,000.00	87,762.00	135,762.00	105,592.70	30,169.30	0.00
A 2110.48	TEXTBOOKS	16,000.00	8,400.00	24,400.00	15,796.51	5,803.49	2,800.00
A 2110.480-1	BAS TEXTBOOKS	8,500.00	0.00	8,500.00	8,100.00	400.00	0.00
A 2110.480-2	WLB TEXTBOOKS	8,800.00	0.00	8,800.00	5,183.02	3,616.98	0.00
A 2110.480-3	RWC TEXTBOOKS	11,000.00	1,287.98	12,287.98	11,887.98	400.00	0.00
A 2110.482-41	READING/SUPPORT TEXTBOOKS BAS	2,500.00	0.00	2,500.00	2,490.46	0.00	9.54
A 2110.482-42	READING/SUPPORT TEXTBOOKS WLB	2,500.00	0.00	2,500.00	618.20	1,770.35	111.45
A 2110.482-43	READING/SUPPORT TEXTBOOKS RWC	2,700.00	0.00	2,700.00	1,126.07	0.00	1,573.93
A 2110.482-9	ESL TEXTBOOKS	2,300.00	0.00	2,300.00	896.70	6.00	1,397.30
A 2110.484	MATH TEXTBOOKS	35,000.00	0.00	35,000.00	156.55	0.00	34,843.45
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	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A 2110.492-9	ESL	37,500.00	0.00	37,500.00	26,645.72	10,854.28	0.00
A 2110.494-5	OUTDOOR EDUCATION	33,500.00	0.00	33,500.00	2,550.00	30,950.00	0.00
A 2110.495-5	BOCES-ARTS IN EDUC	25,000.00	0.00	25,000.00	15,079.29	9,920.71	0.00
2110	REGULAR SCHOOL	11,051,833.00	-1,030,442.90	10,021,390.10	6,838,839.22	2,808,421.25	374,129.63
21	New York State Income Tax	11,051,833.00	-1,030,442.90	10,021,390.10	6,838,839.22	2,808,421.25	374,129.63
A 2250.150-1	RR/SPEECH/CID SALARIES-BAS	275,000.00	0.00	275,000.00	183,657.81	90,081.68	1,260.51
A 2250.150-2	RR/SPEECH/CID SALARIES-RWC	700,000.00	0.00	700,000.00	358,467.93	134,319.26	207,212.81
A 2250.150-3	RR/SPEECH/CID SALARIES-WLB	637,354.00	0.00	637,354.00	318,049.84	155,336.62	163,967.54
A 2250.151	INCLUSION TEACHERS SALARIES	0.00	91,554.00	91,554.00	61,750.18	31,488.32	-1,684.50
A 2250.151-1	INCLUSION TEACHERS SALARIES-BAS	510,000.00	0.00	510,000.00	282,579.12	142,332.08	85,088.80
A 2250.151-2	INCLUSION TEACHERS SALARIES-RWC	513,542.00	618,937.60	1,132,479.60	799,738.46	349,922.04	-17,180.90
A 2250.151-3	INCLUSION TEACHERS SALARIES-WLB	0.00	169,254.00	169,254.00	113,746.24	56,973.76	-1,466.00
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	134,145.00	0.00	134,145.00	111,078.86	20,029.14	3,037.00
A 2250.160-2	CSE CLASSROOM AIDES-RWC	0.00	600.00	600.00	600.00	0.00	0.00
A 2250.161	INCLUSION AIDES SALARIES	70,000.00	-9,752.53	60,247.47	39,292.38	11,936.59	9,018.50
A 2250.161-1	INCLUSION AIDES SALARIES-BAS	40,000.00	9,152.53	49,152.53	35,074.71	5,783.32	8,294.50

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available	
A 2250.161-2	INCLUSION AIDES SALARIES-RWC	165,000.00	0.00	165,000.00	106,035.62	38,821.02	20,143.36	
A 2250.161-3	INCLUSION AIDES SALARIES-WLB	175,493.00	0.00	175,493.00	99,624.28	49,613.34	26,255.38	
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	33,300.00	48,300.00	21,854.73	18,318.57	8,126.70	
A 2250.400-1	Copy Machine Lease Service	6,000.00	0.00	6,000.00	6,000.00	0.00	0.00	
A 2250.400-3	SPECIAL ED RELATED SERVICES	300,000.00	95,000.00	395,000.00	98,589.30	204,751.70	91,659.00	
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	0.00	5,000.00	4,075.91	356.85	567.24	
A 2250.451	OFFICE PAPER-CSE	500.00	0.00	500.00	0.00	0.00	500.00	
A 2250.453-41	SPEECH SUPPLIES-BAS	300.00	0.00	300.00	182.70	0.00	117.30	
A 2250.453-42	SPEECH SUPPLIES-RWC	350.00	0.00	350.00	347.50	0.00	2.50	
A 2250.453-43	SPEECH SUPPLIES-WLB	350.00	0.00	350.00	287.80	0.00	62.20	
A 2250.453-5	SPECIAL ED-SPEECH K	500.00	0.00	500.00	423.73	0.00	76.27	
A 2250.453-61	RESOURCE ROOM-BAS	0.00	650.00	650.00	485.02	129.23	35.75	
A 2250.453-62	RESOURCE ROOM-RWC	1,000.00	-300.00	700.00	480.23	0.00	219.77	
A 2250.453-63	RESOURCE ROOM-WLB	1,000.00	-350.00	650.00	526.68	0.00	123.32	
A 2250.453-72	CID SUPPLIES-RWC	660.00	0.00	660.00	206.17	0.00	453.83	
A 2250.453-73	CID SUPPLIES-WLB	1,340.00	0.00	1,340.00	902.27	0.00	437.73	
A 2250.477	SPECIAL ED-TUITION	1,413,490.00	-22,627.00	1,390,863.00	513,464.22	808,835.78	68,563.00	
A 2250.483-7	CID TEXTBOOKS	1,000.00	0.00	1,000.00	926.00	0.00	74.00	
A 2250.490	BOCES SERVICES	3,362,545.00	0.00	3,362,545.00	1,840,258.27	1,522,286.73	0.00	
2250	HANDICAPPED PROGRAM	*	8,334,169.00	985,418.60	9,319,587.60	4,998,705.96	3,641,416.03	679,465.61
22	Federal Income Tax	**	8,334,169.00	985,418.60	9,319,587.60	4,998,705.96	3,641,416.03	679,465.61
A 2330.45	SUMMER SCHOOL SUPPLIES	1,000.00	416.65	1,416.65	416.65	175.00	825.00	
A 2330.49	BOCES SUMMER SCHOOL	50,000.00	12,000.00	62,000.00	73,848.76	0.00	-11,848.76	
2330	OTHER SPEC. SCHOOLS	*	51,000.00	12,416.65	63,416.65	74,265.41	175.00	-11,023.76
23	Income Executions	**	51,000.00	12,416.65	63,416.65	74,265.41	175.00	-11,023.76
A 2610.150-1	LIBRARY SALARIES-BAS	85,416.00	4,884.00	90,300.00	60,501.36	30,250.64	-452.00	
A 2610.150-2	LIBRARY SALARIES-RWC	74,381.00	4,286.00	78,667.00	53,672.70	28,329.80	-3,335.50	
A 2610.150-3	LIBRARY SALARIES-WLB	145,530.00	-9,170.00	136,360.00	92,628.00	46,314.00	-2,582.00	
A 2610.2	EQUIPMENT-LIBRARY	1,000.00	-1,000.00	0.00	0.00	0.00	0.00	
A 2610.250-0	AUDIO VISUAL EQUIPMENT	1,000.00	-1,000.00	0.00	0.00	0.00	0.00	

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2610.405	AUDIO VISUAL EXPENSES	2,500.00	-1,278.52	1,221.48	1,052.36	169.12	0.00
A 2610.45	LIBRARY SUPPLIES	1,800.00	1,278.52	3,078.52	2,605.97	0.00	472.55
A 2610.451	LIBRARY BOOKS-BAS	7,000.00	895.00	7,895.00	7,793.59	0.00	101.41
A 2610.452	LIBRARY BOOKS-RWC	7,000.00	1,572.00	8,572.00	7,897.48	0.00	674.52
A 2610.453	LIBRARY BOOKS-WLB	7,500.00	-467.00	7,033.00	6,892.68	0.00	140.32
A 2610.455	AUDIO VISUAL SUPPLIES	1,500.00	0.00	1,500.00	1,464.48	0.00	35.52
A 2610.46	LIBRARY COMPUTER SOFTWARE	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 2610.49	BOCES	27,500.00	0.00	27,500.00	19,038.44	8,461.56	0.00
2610	LIBRARY	365,127.00	0.00	365,127.00	253,547.06	113,525.12	-1,945.18
A 2630.12	COMPUTER SALARY	259,327.00	0.00	259,327.00	175,912.40	86,820.10	-3,405.50
A 2630.120-2	COMPUTER SALARY-RWC	0.00	0.00	0.00	0.00	0.00	0.00
A 2630.2	COMPUTER EQUIPMENT	10,000.00	3,735.51	13,735.51	5,622.30	2,818.00	5,295.21
A 2630.4	COMPUTER EXPENSES	25,000.00	-12,000.00	13,000.00	10,041.35	942.49	2,016.16
A 2630.45	COMPUTER SUPPLIES	25,000.00	0.00	25,000.00	21,897.62	1,892.00	1,210.38
A 2630.46	COMPUTER SOFTWARE	35,000.00	13,272.00	48,272.00	26,225.44	208.66	21,837.90
A 2630.49	BOCES E-RATE SERVICES	265,000.00	828.00	265,828.00	207,907.56	57,092.44	828.00
2630	COMPUTER ASSISTED INSTRUCT.	619,327.00	5,835.51	625,162.51	447,606.67	149,773.69	27,782.15
26	Social Security Tax	984,454.00	5,835.51	990,289.51	701,153.73	263,298.81	25,836.97
A 2805.4	ATTENDANCE EXPENSES	18,000.00	0.00	18,000.00	0.00	18,000.00	0.00
2805	ATTENDANCE	18,000.00	0.00	18,000.00	0.00	18,000.00	0.00
A 2815.16	SCHOOL NURSES SALARIES	50,949.00	20,275.00	71,224.00	47,482.72	23,741.28	0.00
A 2815.160-1	SCHOOL NURSES SALARIES-BAS	68,129.00	-5,354.50	62,774.50	41,787.09	20,987.41	0.00
A 2815.160-2	SCHOOL NURSES SALARIES-RWC	84,381.00	-11,773.00	72,608.00	48,405.28	24,202.72	0.00
A 2815.160-3	SCHOOL NURSES SALARIES-WLB	66,035.00	-3,093.00	62,942.00	50,353.60	12,588.40	0.00
A 2815.4	HEALTH SERVICES EXPENSES	50,000.00	24,045.50	74,045.50	63,703.28	10,347.30	-5.08
A 2815.450-1	HEALTH SERVICE SUPPLIES-BAS	2,900.00	0.00	2,900.00	2,346.97	0.00	553.03
A 2815.450-2	HEALTH SERVICE SUPPLIES-RWC	2,900.00	0.00	2,900.00	2,625.64	0.00	274.36
A 2815.450-3	HEALTH SERVICE SUPPLIES-WLB	2,900.00	0.00	2,900.00	1,763.07	365.67	771.26
A 2815.452-51	DIAGNOSTIC SCREEN SUPPLIES-BAS	5,650.00	0.00	5,650.00	1,211.93	792.00	3,646.07
A 2815.452-52	DIAGNOSTIC SCREEN SUPPLIES-RWC	5,700.00	0.00	5,700.00	1,211.93	792.00	3,696.07
A 2815.452-53	DIAGNOSTIC SCREEN SUPPLIES-WLB	5,650.00	0.00	5,650.00	1,554.86	792.00	3,303.14
A 2815.473	SPEECH SERV-PAROC	1,500.00	-1,500.00	0.00	0.00	0.00	0.00
A 2815.49	BOCES-HEALTH SERV	20,000.00	51,100.00	71,100.00	41,779.36	29,320.64	0.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2023 To 4/30/2024



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
2815	HEALTH SERVICES	*	366,694.00	73,700.00	440,394.00	304,225.73	123,929.42	12,238.85
A 2820.151-71	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-BAS		125,463.00	0.00	125,463.00	83,451.32	41,725.68	286.00
A 2820.151-72	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-RWC		124,384.00	0.00	124,384.00	82,784.68	41,392.32	207.00
A 2820.151-73	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-WLB		205,882.00	0.00	205,882.00	148,834.64	56,639.36	408.00
A 2820.155-0	EARLY ID TEACHERS SALARIES		2,000.00	-2,000.00	0.00	0.00	0.00	0.00
A 2820.400-1	PSYCH EXPENSES-BAS		250.00	0.00	250.00	0.00	0.00	250.00
A 2820.400-2	PSYCH EXPENSES-RWC		300.00	0.00	300.00	0.00	0.00	300.00
A 2820.400-3	PSYCH EXPENSES-WLB		300.00	0.00	300.00	0.00	0.00	300.00
A 2820.451-71	PSYCH SUPPLIES-BAS		300.00	0.00	300.00	194.80	0.00	105.20
A 2820.451-72	PSYCH SUPPLIES-RWC		350.00	0.00	350.00	244.20	0.00	105.80
A 2820.451-73	PSYCH SUPPLIES-WLB		350.00	0.00	350.00	350.00	0.00	0.00
A 2820.455-0	EARLY ID-SUPPLIES		1,000.00	-400.00	600.00	0.00	0.00	600.00
2820	PSYCHOLOGY SERVICES	*	460,579.00	-2,400.00	458,179.00	315,859.64	139,757.36	2,562.00
A 2825.150-1	SOCIAL WORKER SALARIES-BAS		140,617.00	0.00	140,617.00	91,445.03	45,648.97	3,523.00
A 2825.150-2	SOCIAL WORKER SALARIES-RWC		139,480.00	0.00	139,480.00	92,889.48	46,494.32	96.20
A 2825.400-1	SOCIAL WORKER EXPENSES-BAS		200.00	0.00	200.00	0.00	75.00	125.00
A 2825.45	SOCIAL WORKER SUPPLIES		300.00	0.00	300.00	197.82	0.00	102.18
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	*	280,797.00	0.00	280,797.00	184,532.33	92,218.29	4,046.38
28	New York City Income Tax	**	1,126,070.00	71,300.00	1,197,370.00	804,617.70	373,905.07	18,847.23
2		***	22,899,664.00	37,099.86	22,936,763.86	14,497,624.83	7,319,205.10	1,119,933.93
A 5540.4	TRANSPORTATION EXPENSES		1,404,000.00	305,621.45	1,709,621.45	1,133,511.63	575,487.96	621.86
A 5540.405	TRANSPORT/SCHOOL TRIP		12,000.00	19,800.00	31,800.00	3,107.29	27,132.71	1,560.00
5540	CONTRACTED TRANSPORTATION	*	1,416,000.00	325,421.45	1,741,421.45	1,136,618.92	602,620.67	2,181.86
A 5581.49	BOCES/TRANSP. EXPENSE		280,800.00	21,373.00	302,173.00	181,303.80	99,496.20	21,373.00
A 5581.491	SUMMER SPECIAL ED. TRANSPORTATION		12,000.00	-12,000.00	0.00	0.00	0.00	0.00
5581	TRANS. BOCES	*	292,800.00	9,373.00	302,173.00	181,303.80	99,496.20	21,373.00
55		**	1,708,800.00	334,794.45	2,043,594.45	1,317,922.72	702,116.87	23,554.86
5		***	1,708,800.00	334,794.45	2,043,594.45	1,317,922.72	702,116.87	23,554.86
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

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2023 To 4/30/2024



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
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		438,176.00	-33,000.00	405,176.00	307,936.00	0.00	97,240.00
9010	EMP. RETIREMENT SYSTEM	*	438,176.00	-33,000.00	405,176.00	307,936.00	0.00	97,240.00
A 9020.8	TEACHERS RETIREMENT		1,596,633.00	0.00	1,596,633.00	0.00	0.00	1,596,633.00
9020	TEACHERS RETIRE. SYSTEM	*	1,596,633.00	0.00	1,596,633.00	0.00	0.00	1,596,633.00
A 9030.8	SOCIAL SECURITY		1,373,896.00	0.00	1,373,896.00	954,856.24	0.00	419,039.76
9030	FICA	*	1,373,896.00	0.00	1,373,896.00	954,856.24	0.00	419,039.76
A 9040.8	WORKERS COMP		97,853.00	0.00	97,853.00	97,853.00	0.00	0.00
9040	WORKMEN'S COMPENSATION	*	97,853.00	0.00	97,853.00	97,853.00	0.00	0.00
A 9050.8	UNEMPLOYMENT INSURANCE		25,000.00	-1,100.00	23,900.00	6,918.13	13,081.87	3,900.00
9050	UNEMPLOYMENT	*	25,000.00	-1,100.00	23,900.00	6,918.13	13,081.87	3,900.00
A 9060.8	HOSP & MED INSUR		4,706,148.00	-520,974.45	4,185,173.55	2,850,125.90	0.00	1,335,047.65
A 9060.85	DENTAL INSURANCE		199,400.00	-40,000.00	159,400.00	109,300.24	0.00	50,099.76
9060	HEALTH INSURANCE	*	4,905,548.00	-560,974.45	4,344,573.55	2,959,426.14	0.00	1,385,147.41
A 9089.15	ACCUM LEAVE		0.00	0.00	0.00	40,469.75	0.00	-40,469.75
9089	OTHER	*	0.00	0.00	0.00	40,469.75	0.00	-40,469.75
90		**	8,437,106.00	-595,074.45	7,842,031.55	4,367,459.26	13,081.87	3,461,490.42
A 9710.6	PRINCIPAL ON INDEBTED		319,928.00	0.00	319,928.00	240,598.61	79,329.26	0.13
A 9710.7	INTEREST ON INDEBTEDN		75,549.00	0.00	75,549.00	39,934.71	35,613.70	0.59
9710	DEBT SERVICE-SERIAL BONDS	*	395,477.00	0.00	395,477.00	280,533.32	114,942.96	0.72
97	Endowment, Scholarship and Gift Fund	**	395,477.00	0.00	395,477.00	280,533.32	114,942.96	0.72
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
99		**	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
9		***	8,882,583.00	-595,074.45	8,287,508.55	4,647,992.58	128,024.83	3,511,491.14
Fund ATotals:			37,019,209.00	469,146.30	37,488,355.30	23,792,051.23	8,877,992.79	4,818,311.28
Grand Totals:			37,019,209.00	469,146.30	37,488,355.30	23,792,051.23	8,877,992.79	4,818,311.28

VALLEY STREAM UFSD # 24

Revenue Status Report By Function From 7/1/2023 To 4/30/2024



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
A 1001	REAL PROPERTY TAXES	22,604,855.00	0.00	22,604,855.00	21,150.85	22,583,704.15
A 1052	IDA OVERPYMT REAL ESTATE TAXES	0.00	0.00	0.00	509,820.23	-509,820.23
A 1090	INTEREST ON REAL ESTATE TAXES	0.00	0.00	0.00	19,514.23	-19,514.23
A 2280	HEALTH SERV OTHER DIST	0.00	0.00	0.00	173,318.94	-173,318.94
A 2304	TRANSPORTATION OTHR DIST	0.00	0.00	0.00	4,541.65	-4,541.65
A 2401	INTEREST AND EARNINGS	120,000.00	0.00	120,000.00	394,495.19	-274,495.19
A 2412	RENTAL FRM MUNICIPALITIES	0.00	0.00	0.00	840.00	-840.00
A 2670	SALE OF PROPERTY	0.00	0.00	0.00	770.00	-770.00
A 2680	INSURANCE RECOVERIES	0.00	0.00	0.00	2,050.38	-2,050.38
A 2701	REFUNDS OF PRIOR YR EXP- BOCES ONLY	0.00	0.00	0.00	185,121.40	-185,121.40
A 2703	REFUND OF PRIOR YEAR EXP-OTHER	0.00	0.00	0.00	9,821.89	-9,821.89
A 2770	OTHER UNCLASSIFIED REV	1,005,722.00	0.00	1,005,722.00	0.00	1,005,722.00
A 3101	STATE AID-BASIC FORMULA	12,388,632.00	0.00	12,388,632.00	3,745,974.72	8,642,657.28
A 3101.E	EXCESS COST AID	0.00	0.00	0.00	1,176,387.80	-1,176,387.80
A 3102	STATE AID-LOTTERY	0.00	0.00	0.00	1,877,072.66	-1,877,072.66
A 3103	STATE AID-BOCES	0.00	0.00	0.00	130,176.50	-130,176.50
A 3260	STATE AID-TEXTBOOKS	0.00	0.00	0.00	67,221.00	-67,221.00
A 3262	STATE AID-COMPUTER SOFTWARE	0.00	0.00	0.00	18,156.00	-18,156.00
A 3263	LIBRARY AV LOAN PROGRAM	0.00	0.00	0.00	19,256.00	-19,256.00
A 3289	OTHER STATE AID	0.00	0.00	0.00	4,900.00	-4,900.00
A 4601	MEDICAID REIMBURSEMENT	0.00	0.00	0.00	150,213.44	-150,213.44
A Totals:		36,119,209.00	0.00	36,119,209.00	8,510,802.88	27,608,406.12
C 1440	SALE OF LUNCHES	0.00	0.00	0.00	13,333.75	-13,333.75
C 2401	INTEREST & EARNINGS	0.00	0.00	0.00	456.28	-456.28
C 2770	MISCELLANEOUS REVENUES	0.00	0.00	0.00	1,053.00	-1,053.00
C 3190	STATE AID REIMBURSEMENT LUNCH	0.00	0.00	0.00	58,415.00	-58,415.00
C 3191	STATE AID REIMB. BREAKFAST	0.00	0.00	0.00	6,984.00	-6,984.00
C 4190	FEDERAL AID - LUNCH	0.00	0.00	0.00	139,590.00	-139,590.00
C 4191	FEDERAL AID - BREAKFAST	0.00	0.00	0.00	16,762.00	-16,762.00
C Totals:		0.00	0.00	0.00	236,594.03	-236,594.03
CM 2401	SCHOLARSHIP FUND - INT & EARNINGS	0.00	0.00	0.00	10.96	-10.96

VALLEY STREAM UFSD # 24

Revenue Status Report By Function From 7/1/2023 To 4/30/2024



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
CM Totals:		0.00	0.00	0.00	10.96	-10.96
F 2401	INTEREST & EARNINGS	0.00	0.00	0.00	536.95	-536.95
F 3289	OTHER STATE AID	0.00	0.00	0.00	180,441.11	-180,441.11
F 3289.01.24.5870	UPK FEDERAL ONLY GRANT - 2023-24 - 5870-24-9294	300,720.00	0.00	300,720.00	60,144.00	240,576.00
F 3289.10.24.0409	UPK STATE ONLY GRANT - 2023-24 - 5870-24-0409	112,712.00	0.00	112,712.00	56,356.00	56,356.00
F 4289.00.21.5891	CRRSA-ESSER 2 - 03/13/20-09/30/23 - 5891-21-1565	0.00	0.00	0.00	5,881.00	-5,881.00
F 4289.00.21.5896	CRRSA-GEER 2 - 03/13/20-09/30/23 - 5896-21-1565	0.00	0.00	0.00	7,313.00	-7,313.00
F 4289.02.24.0032	SEC 611 - 0032-24-0433 - 2023-2024	359,398.00	0.00	359,398.00	71,879.00	287,519.00
F 4289.03.24.0033	SEC 619 - 0033-24-0433 - 2023-2024	16,972.00	0.00	16,972.00	3,394.00	13,578.00
F 4289.07.24.0021	TITLE IA - 2023-24 - 0021-24-1565	151,969.00	0.00	151,969.00	30,393.00	121,576.00
F 4289.08.24.0147	TITLE IIA - 2023-24 - 0147-24-1565	25,846.00	0.00	25,846.00	5,169.00	20,677.00
F 4289.09.23.0293	TITLE IIIA ELL - 2022-23 - 0293-23-1565	0.00	3,249.00	3,249.00	0.00	3,249.00
F 4289.09.24.0293	TITLE IIIA ELL - 2023-24 - 0293-24-1565	16,307.00	0.00	16,307.00	3,261.00	13,046.00
F 4289.13.24.0204	TITLE IV A - 2023-24 - 0204-24-1565	10,596.00	0.00	10,596.00	2,119.00	8,477.00
F 4289.14.24.0011	TITLE I SCHOOL IMPROVEMENT (TSI) - 2023-24 - 0011-24-3144	100,000.00	0.00	100,000.00	20,000.00	80,000.00
F 4289.19.21.5219	ARP-HCY (ARP HOMELESS II SLR) - 5219-21-1565 - 2020-2024	589.00	0.00	589.00	117.00	472.00
F 4289.32.22.5532	ARP SEC 611 - 5532-22-0433 - 2021-2023	0.00	0.00	0.00	59,093.00	-59,093.00
F 4289.33.22.5533	ARP SEC 619 - 5533-22-0433 - 2021-2023	0.00	0.00	0.00	4,827.00	-4,827.00
F Totals:		1,095,109.00	3,249.00	1,098,358.00	510,924.06	587,433.94
H 2401	INTEREST & EARNINGS	0.00	0.00	0.00	200.21	-200.21
H 2630.SSB.A	SMART SCHOOLS BOND FUND	0.00	0.00	0.00	51,562.96	-51,562.96
H Totals:		0.00	0.00	0.00	51,763.17	-51,763.17
Grand Totals:		37,214,318.00	3,249.00	37,217,567.00	9,310,095.10	27,907,471.90

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2023 - 4/30/2024



Account	Description	Debits	Credits
A 200G	NY CLASS	141,951.89	0.00
A 200H	METROPOLITAN COMMERCIAL BANK	5,418,350.95	0.00
A 203	CASH CHECKING-CHASE	5,765,975.18	0.00
A 204	CASH CHECKING-CHASE - TA	54,610.44	0.00
A 204A	CASH STUDENT DEPOSIT	1,955.24	0.00
A 204B	CASH - NET PAYROLL	4,432.43	0.00
A 250	TAXES RECEIVABLE	0.00	27,987,854.79
A 380	ACCOUNTS RECEIVABLE	1,534.50	0.00
A 391C	DUE FROM CAFETERIA FUND	306,667.94	0.00
A 391F	DUE FROM FEDERAL FUND	1,474,412.44	0.00
A 391H	DUE FROM CAPITAL FUND	400,000.00	0.00
A 410	STATE AID RECEIVABLE	86,098.00	0.00
A 440	DUE FROM OTHER GOVTS	91,415.97	0.00
A 510	ESTIMATED REVENUES	36,119,209.00	0.00
A 521	ENCUMBRANCES	8,877,992.79	0.00
A 522	APPROPRIATION EXPENSES	23,792,051.23	0.00
A 599	APPROPRIATED FUND BAL	1,369,146.30	0.00
A 600	ACCOUNTS PAYABLE	0.00	18,525.54
A 601	ACCRUED LIABILITIES	0.00	6,558.04
A 630	DUE TO OTHER FUNDS	0.00	642.93
A 630C	DUE TO CAFETERIA FUND	0.00	269,586.66
A 630F	DUE TO FEDERAL FUND	0.00	1,076.50
A 630H	DUE TO CAPITAL FUND	0.00	184,645.97
A 631	DUE TO HIGH SCHOOL DIST	12,171,765.90	0.00
A 632	DUE TO TEACHERS RETIREMT	0.00	1,781,536.84
A 637	DUE TO ERS	0.00	110,406.00
A 687	COMPENSATED ABSENCES	0.00	40,469.75
A 691	DEFERRED REVENUE	0.00	1,534.50
A 718	STATE RETIREMENT	0.00	236.44
A 718.3	STATE RETIREMENT - ERS ARREARS	0.00	28.70
A 720.1	GROUP INSURANCE - HOSPITALIZATION	0.00	3,224.24
A 720.2	GROUP INSURANCE - DENTAL	0.00	25.00
A 726	SOCIAL SECURITY TAXES	543.14	0.00
A 738	STUDENT DEPOSITS	0.00	1,733.94
A 815	RESERVE FOR UNEMPLOYMENT	0.00	23,966.47
A 821	RESERVE FOR ENCUMBRANCES	0.00	8,877,992.79
A 827	RESERVE FOR STATE AND LOCAL RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	3,823,845.67
A 828	RESERVE FOR TEACHERS' RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	1,122,389.51
A 867	RES FOR ACCR LIAB & EMP BENE	0.00	1,316,888.48
A 878	CAPITAL RESERVE	0.00	1,662,307.40
A 909	FUND BALANCE	0.00	1,943,479.00
A 910	APPROPRIATED FUND BALANCE	0.00	900,000.00
A 960	APPROPRIATIONS	0.00	37,488,355.30
A 980	REVENUES	0.00	8,510,802.88

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2023 - 4/30/2024



Account	Description	Debits	Credits
A Fund Totals:		96,078,113.34	96,078,113.34
C 203	CASH CHECKING-CHASE	756.42	0.00
C 391	DUE FROM GENERAL FUND	269,586.66	0.00
C 521	ENCUMBRANCES	54,705.64	0.00
C 522	EXPENDITURES	306,049.77	0.00
C 599	APPROPRIATED FUND BALANCE	363,500.00	0.00
C 630	DUE TO OTHER FUNDS	0.00	306,667.94
C 691	DEFERRED REVENUE	0.00	26,273.02
C 821	RESERVE FOR ENCUMBRANCES	0.00	54,705.64
C 909	FUND BALANCE, UNRESERVED	0.00	6,857.86
C 960	APPROPRIATIONS	0.00	363,500.00
C 980	REVENUES	0.00	236,594.03
C Fund Totals:		994,598.49	994,598.49
CM 200.1	CASH - SCHOLARSHIP CHECKING	534.75	0.00
CM 391	Due From Other Funds	642.93	0.00
CM 899	OTHER RESTRICTED FUND BALANCE	0.00	1,166.72
CM 980	Revenues	0.00	10.96
CM Fund Totals:		1,177.68	1,177.68
F 203	CASH CHECKING-CHASE	4,752.50	0.00
F 391	DUE FROM GENERAL FUND	1,076.50	0.00
F 410	STATE & FEDERAL AID RECEIVABLE	273,342.36	0.00
F 510	ESTIMATED REVENUE	1,098,358.00	0.00
F 521	ENCUMBRANCES	492,148.67	0.00
F 522	EXPENDITURES	1,767,963.64	0.00
F 599	APPROPRIATED FUND BALANCE	1,674,032.84	0.00
F 600	ACCOUNTS PAYABLE	0.00	780.00
F 630	DUE TO GENERAL FUND	0.00	1,474,412.44
F 691	COLLECTIONS IN ADVANCE	0.00	61,018.50
F 821	RESERVE FOR ENCUMBRANCES	0.00	492,148.67
F 960	APPROPRIATIONS	0.00	2,772,390.84
F 980	REVENUES	0.00	510,924.06
F Fund Totals:		5,311,674.51	5,311,674.51
H 203	CASH CHECKING-CHASE	2,807.26	0.00
H 391	DUE FROM GENERAL FUND	184,645.97	0.00
H 410	STATE & FEDERAL AID RECEIVABLE	477,367.00	0.00
H 521	ENCUMBRANCES	83,501.56	0.00
H 522	EXPENDITURES	401,462.76	0.00
H 599	APPROPRIATED FUND BALANCE	932,667.30	0.00
H 630	DUE TO GENERAL FUND	0.00	400,000.00
H 691	BOND PREMIUM	0.00	477,367.00
H 821	RESERVE FOR ENCUMBRANCES	0.00	83,501.56
H 878	RESTRICTED/CAPITAL RESERVE	0.00	425,000.00
H 909	FUND BALANCE, UNRESERVED	287,847.18	0.00
H 960	APPROPRIATIONS	0.00	932,667.30
H 980	REVENUES	0.00	51,763.17
H Fund Totals:		2,370,299.03	2,370,299.03

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2023 - 4/30/2024



Account	Description	Debits	Credits
TC 440	DUE FROM OTHER GOVERNMENTS	714,557.47	0.00
TC 631	DUE TO OTHER GOVERNMENTS	0.00	714,557.47
TC Fund Totals:		714,557.47	714,557.47
Grand Totals:		105,470,420.52	105,470,420.52

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

FISCAL CONTROLS

POLICY 3100

This policy sets forth the general fiscal roles and responsibilities of entities and individuals within the School District.

Board of Education

1. Fiscal approval of all expenditures, budget transfers and the overdraft of any budget account is vested in the Board of Education.
2. The Board of Education maintains control of the School District's finances through the work of individuals who report directly to the Board of Education, including the Superintendent of Schools, District Treasurer, Claims Auditor, Internal Auditor, and Independent Auditor. Each individual has responsibilities which include, but are not limited to, the items listed below. It is the responsibility of each individual to bring information directly and in a timely manner to the Board of Education when there is any need to adjust procedures or address the implementation of established fiscal controls.
3. In the case of an emergency arising out of an accident or other unforeseen occurrence or condition affecting school buildings, school property, or the life, health, safety or property of the students, staff and others in the School District which require immediate action and cannot await competitive bidding, the Board of Education may declare an emergency for competitive bidding purposes and authorize the immediate letting of contracts for public work or the purchase of supplies, materials, or equipment, although the costs of such work, equipment, or supplies is not provided for in the budget.

Superintendent of Schools

1. The Superintendent of Schools or -designee shall be responsible for proper procedures for the initiation, evaluation, and administrative approval for all expenditures, other than salaries. The Superintendent of Schools He/she or -designee shall have authority to issue purchase orders for items approved in the budget provided that statutory requirements for public bidding are followed. In all purchases about which the best interest of the School District will be served by informal competitive quotations, they/he/she shall require the submission of such quotations prior to the issuance of purchase orders.
2. The Superintendent of Schools, or designee, shall certify the correctness of all payrolls.

Treasurer

1. Disbursements made in the form of checks shall be signed by the Treasurer or Deputy Treasurer.
2. During the month of August, the Treasurer shall prepare, and the District eClerk shall cause to be published in at least one newspaper in the School District, a statement of all monies received and expended during the previous fiscal year. Such published report to be in the form prescribed by statute or Board of Education policy.

Claims Auditor

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

FISCAL CONTROLS

POLICY 3100

1. The Claims Auditor shall be responsible for the audit of all documents related to the payment of claims. When the schedules of bills are found to be in order, each shall be signed and certified by the claims auditor. ~~They~~He/she shall be bonded in an amount determined by the Board of Education.

Independent/External Auditor

1. The financial accounts and fiscal affairs of the School District shall be subject to an outside, independent audit at least once each year, and more frequently if the Board of Education so determines.

Audit Committee

1. The Audit Committee shall perform audit oversight as required by and specified in applicable law.

Cross-ref: 3110 Annual Budget
3292 Fund Balance and Reserve Funds

Ref: Education Law §§1709(20-a), 1720, ~~1721~~, 1724, 2130
General Municipal Law §103(4)
8 NYCRR 170.12

Adoption date: November 28, 2018

Revised: April 20, 2021

Revised:

The operations and programs of the School District are financed through various forms of taxation. Therefore, the Board of Education insists on clear, complete, and detailed accounting of all financial transactions for which the Board of Education is held accountable. Reports of the School district's accounts and funds will be prepared in accordance with New York State law. The reports will reflect a full and detailed account of all monies received and/or expended. These reports, as required by the Board of Education, will be prepared as directed by the Superintendent of Schools.

Accounting and Reporting Systems

The system of accounts will conform to the Uniform System of Accounts for School Districts, as defined by the State Comptroller's Office and generally accepted governmental accounting standards. The accounting system will yield information necessary for the Board of Education to make intelligent policy decisions and perform its oversight function. The Board of Education directs the Assistant Superintendent for Business to keep informed of changes in state and/or Government Accounting Standards Board (GASB) accounting requirements and implement changes, as appropriate. The Board of Education expects that the Assistant Superintendent for Business and/or external auditor will communicate new standards and/or requirements to the Board of Education, as necessary, so that the Board of Education can carry out its responsibilities. Proposed expenditures will be budgeted under and the actual expenditures will be charged to categories that most accurately describe the purpose for which monies are to be spent.

The Board of Education directs the School District Treasurer to keep it informed of the financial status of the School District through monthly cash reconciliation and budget status reports and annual fiscal reports and will include periodic projections of the end of year fund balance. The monthly treasurer's report will reflect the balance on hand at the beginning of the month, receipts during the month, withdrawals from accounts made during the month and a reconciliation of bank accounts. In addition, the Treasurer will prepare and ~~publish~~^{public} an annual financial statement in accordance with New York State law. The statement will reflect a full and detailed account of all monies received and/or expended, giving detail as is required by law and generally accepted accounting practices.

A monthly report of expenditures, encumbrances and balances will be rendered to the Board of Education. The report will be prepared as directed by the Superintendent of Schools. This report may be combined with the period financial reports required pursuant to this policy.

The Assistant ~~Superintendent~~ Superintendent for Business shall highlight any deviation in actual fiscal conditions from planned fiscal conditions and offer recommendations to the Board of Education to remedy the situation as necessary. The Assistant Superintendent for Business, ~~the Accounting Manager~~ and/or the Treasurer will prepare and submit, through the Superintendent of Schools, to the Board of Education and the Commissioner of Education, such reports as are prescribed by law. These shall be filed with appropriate governmental bodies as required under law or regulation. The School District will cooperate with governmental agencies and research organizations as required by law for data concerning the fiscal operations of the School District.

The School District shall be audited annually by an independent certified public accountant or a public accountant. The auditor's report shall be adopted by resolution and a copy shall be filed

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

FISCAL ACCOUNTING AND REPORTING

POLICY 3120

with the Commissioner of Education. The School District, through its central office administration, shall respond to all audit findings, reports and recommendations as required by law and in writing.

Cross-ref: 3100 Fiscal Controls
3110 Annual Budget
3292 Fund Balance and Reserve Funds

Ref: Education Law §§ 1721; 2117
General Municipal Law §33
8 NYCRR §170.2

Adoption Date: November 28, 2018

Revised: April 20, 2021

Revised:

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

BUDGET TRANSFERS

POLICY 3160

The transfer of funds between and within functional unit appropriations of the General Fund is commonly required during the school year.

The Superintendent of Schools, ~~upon the adoption of a resolution by the Board of Education~~ and in accordance with the Regulations of the Commissioner of Education, is authorized to make budget transfers between and within functional unit appropriations so long as the transfer for any one item does not exceed \$~~5,000~~10,000 and the transfer supports activities categorically approved by the Board of Education in the annual expenditure budget.

All transfers in excess of \$10,000~~5,000~~ require prior Board of Education approval.

The Superintendent of Schools shall establish procedures wherein budget transfers are reported to the Board of Education periodically throughout the school year.

Transfers between function codes may not be made without the prior approval of the Board of Education except as provided herein.

Cross-ref: 3100 Fiscal Controls
 3110 Annual Budget
 3120 Fiscal Accounting and Reporting

Ref: 8 NYCRR §170.2(l)

Adoption Date: November 28, 2018

~~Revised and Re-Adopted:~~ April 20, 2021
Revised:

The Board of Education acknowledges that online banking services offer convenience and facilitate management of the School District's finances provided that good accounting practices are adhered to and internal controls observed. The Board of Education requires a clear, complete and detailed accounting of all financial transactions for which the Board of Education is held accountable. The transfer of funds via online banking services between various accounts and the transfer of funds from School District accounts to non-School District accounts, and vice versa, for various purposes, are financial transactions to be properly monitored and controlled.

The following are online banking activities the School District engages in:

1. viewing bank account information;
2. transfers between School District accounts;
3. transfer of School District funds into investments in accordance with the School District's Investment Policy;
4. verifying cash disbursements to the banking institution;
5. initiate payroll ACH file;
6. receipt of revenues from various sources; and
7. wire transfers.

The School District will enter into written wire transfer security agreements for School District bank accounts which will include established procedures for authenticating wire transfer orders.

Transfers between School District accounts may be initiated and approved by the same person. All other transactions initiated through online banking services require secondary approval, and may not be initiated and approved by the same individual. The School District Treasurer shall have the authority to initiate and process transactions made using online banking services. When transactions are initiated by the Assistant Superintendent for Business, the School District Treasurer shall have the authority to approve such online banking transactions before the transaction is completed or processed. When transactions are initiated by the School District Treasurer, the Assistant Superintendent for Business shall have the authority to approve such online banking transactions before the transaction is completed or processed. The Assistant Superintendent for Business shall develop a procedure for secondary and tertiary approvals, where appropriate, in connection with the School District's use of online banking services. A separate user name and password for processing online banking transactions shall be established for all individuals who have the authority to initiate, process or approval online banking transactions.

Each bank transfer will be recorded in monthly receipts and disbursements, showing the amount of monies and the purpose of the transferring of funds. The School District Treasurer [An individual who has neither approval nor transmitting duties] will be responsible for the reviewing, reconciling and recording of online banking transactions. The bank must provide the officer requesting the transfer written confirmation of the transaction(s) no later than the business day following the day on which the funds were transmitted.

The External Auditor will periodically confirm that wire transfers have appropriate signatures, verification and authorization of proper personnel.

Adoption Date: January 23, 2019

~~Revised and Re-Adopted:~~ April 20, 2021

Revised:

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

DISPOSAL OF BROKEN/SURPLUS/OBSOLETE DISTRICT PROPERTY

POLICY 3260

School districts are authorized to dispose of outdated and obsolete property, including textbooks, as well as property which has been badly damaged, or in other ways made unusable.

Building administrators and support staff supervisors are responsible for identifying obsolete or surplus equipment and supplies within their area(s) of responsibility. Determinations shall be made of which equipment, supplies and/or materials are obsolete and cannot be salvaged or utilized effectively or economically by the School District.

Once approved by the Board of Education, the Assistant Superintendent for Business shall be authorized to dispose of obsolete or surplus equipment and supplies in a reasonable manner.

Outdated and unused School District-owned property may be sold upon recommendation of the Superintendent of Schools and the approval of the Board of Education. Such sales need not be on a bid basis. However, ~~prices received will be commensurate with the item's real values~~ such property shall be sold for the highest possible price. Proceeds of such sales will be deposited in the appropriate general fund account and will not be considered as belonging to any particular school.

Prior to reassigning, storing, discarding, or selling any equipment or supplies (including computer hardware and software), the School District shall ensure that all district-related data and information is permanently and completely removed. If such data or information is of a sensitive, personal, or confidential nature, and cannot be permanently and completely removed prior to discarding or selling, the equipment or supplies shall be destroyed, and if reassigned or stored, the School District shall note that the District data or information has not been permanently and completely removed. The School District shall also ensure that all district-related data and information is permanently and completely removed from equipment that is leased from a third party, prior to returning the equipment. The School District shall work with the third-party provider to ensure that district data and information is able to be permanently and completely removed from the equipment.

The School District may not sell School District-owned property to any employee, even though said property may be declared surplus, for any reason ~~whatsoever~~ whatsoever, unless the purchase is the result of the public bid. At a public sale, the general public, as well as staff members who are not Board of Education members, officers, or involved in the purchasing function, shall be eligible to bid on the equipment, supplies and/or materials.

The Board of Education shall obtain the best price possible for goods sold under this policy. All School District records relative to property disposal will be retained in accordance with the State Department of Education retention schedule. Any surplus items that remain unsold may be sold for scrap for the best obtainable amount, donated, or discarded in the safest, least expensive manner.

Cross-ref: 3120 Fiscal Accounting and Reporting
3301 Purchasing

Ref: General Municipal Law §§51; 800 et seq.

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

DISPOSAL OF BROKEN/SURPLUS/OBSOLETE
DISTRICT PROPERTY

POLICY 3260

Ross v. Wilson, 308 NY 605 (1955)

Matter of Baker, 14 EDR 5 (1974)

Op. St. Compt. 58-120

Adoption Date: November 28, 2018

Revised: April 20, 2021

Revised:

The Board of Education authorizes an investment program for the School District. Investments are viewed as a critical ingredient of sound fiscal management, the purpose of which is to secure a maximum yield of interest revenues to supplement other School District revenues for the support of the education program of the school system. It is the policy of the School District to diversify its deposits and investments by financial institutions, by investment instrument, and by maturity scheduling.

The objectives of the School District's investment program are to safeguard the School District's funds and to minimize risk, so that investments mature when cash is required to finance operations, and so that a competitive rate of return is achieved.

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the School District to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

The Board of Education's responsibility for administration for the investment program is delegated to the Assistant Superintendent for Business. The School District authorizes the Assistant Superintendent for Business to manage all activities associated with the investment program in such manner as to accomplish all the objectives and intents of this policy. These responsibilities will also include annual review and assessment of the School District's investment program incorporating any relevant recommendations of the independent auditor. The Assistant Superintendent for Business is further authorized to execute in the name of the Board of Education any and all documents relating to the investment program in a timely manner as well as to utilize reputable consultants regarding investment decisions when necessary. A monthly treasurer's report will be given to the Board of Education. Concentration of investments in a single financial institution should be avoided. Diversification of investments and deposits is encouraged and shall be made in accordance with this policy.

The School District's investment program will be administered in such a way as to assure:

1. That all participants exercise good judgment and care in the management of the School District's investments; act responsibly as custodians of the public trust; and refuse to participate in any transaction that might impair the public's confidence in the School District;

2. The continual process of temporary investing of all fund balances and moneys available to the School District for investment purposes;
3. The maintenance of a yearly cash flow chart that will provide data to assist proper planning and decision making regarding amount, duration, and type of investments for the School District;
4. The School District may use any of the following investment instruments when investing district funds as listed in section 11 of the General Municipal Law:
 - Special time deposit accounts or certificates of deposit;
 - Obligations of the United States of America (e.g., U.S. Treasury Bills and Notes);
 - Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank;
 - Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
 - Obligations of the State of New York;
 - Obligations of other municipalities issued pursuant to Local Finance Law sections 24.00 (Tax Anticipation Notes) or 25.00 (Revenue Anticipation Notes), with the approval of the State Comptroller;
 - Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization;
 - Obligations of Puerto Rico rated in the three highest rating categories by at least one nationally recognized statistical rating organization;
 - Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in the three highest rating categories by at least one nationally recognized statistical rating organization;
 - Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization;
 - Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by Federal bank regulatory agencies;
 - Commercial paper and bankers acceptances issued by a bank (other than the Bank), rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged;
 - Zero coupon obligations of the United States government marketed as 'Treasury strips';
 - Obligations of the School District, but only with any moneys in reserve funds established pursuant to General Municipal Law sections 6-d, 6-j, 6-l, 6-m, 6-n, 6-p, and 6-r; and

- By participation in cooperative investment programs with other authorized governmental entities pursuant to Article 5-G of the General Municipal Law, where such a program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46.

Collateralizing of Deposits

In accordance with the provisions of General Municipal Law, all deposits of the School District, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

- a. By a pledge of “eligible securities” as defined in General Municipal Law section 10(f)(i) or (iv), with an aggregate “market value” equal to the aggregate amount of deposits from the categories designated herein.
- b. By an eligible “irrevocable letter of credit” issued by a qualified bank other than the bank with deposits in favor of the government for a term not to exceed ninety (90) days with an aggregate value equal to 140 percent of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
- c. By an eligible surety bond payable to the government for an amount at least equal to 100 percent of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

Eligible securities used for collateralizing deposits shall be held by a third party bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure the School District's deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the School District to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the School District, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the School District or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or an agent of and custodian for, the School District, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should

also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the School District a perfected interest in the securities.

All investment obligations shall be payable or redeemable at the option of the School District within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the School District within two (2) years of the date of purchase.

All financial institutions where School District funds are deposited will provide a statement to the School District of the collateral and list of securities pledged at market value.

All moneys collected by any officer or employee of the government to transfer those funds to the Treasurer or Deputy Treasurer within five (5) days for deposit, or within the time period specified in law, whichever is shorter.

The Superintendent of Schools is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

School District investments shall be made in compliance with the law.

Designation of Depositories

The School District shall maintain a list of financial institutions and dealers approved for investment purposes. All financial institutions with which the School District conducts business must be creditworthy. Banks shall provide their most recent Consolidated Report or Condition (Call Report) at the request of the School District. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Superintendent of Schools or ~~his/her~~ designee will evaluate the financial position of the School District, the listing of proposed depositories, trading partners and custodians.

At the annual reorganizational meeting or through Board resolution at Board of Education meetings throughout the year, the Board of Education will approve the bank and trust companies to be authorized for the deposit of monies up to the maximum amounts of one hundred fifty million dollars (\$150,000,000). The utilization of an open competition system of bids and/or quotes to obtain maximum yield possible on all investments from both in-district and out-of-

district financial institutions; such institutions and depository banks are designated annually by the Board of Education at the annual reorganization meeting.

Purchase of Investments

The Assistant Superintendent for Business is authorized to contract for the purchase of investments:

- a) Directly, including through a repurchase agreement, from an authorized trading partner.
- b) By participating in a cooperative investment program with another authorized government entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the School Board.
- c) By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the School Board.

All purchased obligations, unless registered or inscribed in the name of the School District, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the School District by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in section 10 of the General Municipal Law.

The custodian agreement shall provide that securities held by the bank or trust company, as an agent of and custodian for, the School District, will be kept separate and apart from the general assets of the custodian bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

Repurchase Agreements

Repurchase agreements are authorized subject to the following restrictions:

- a) All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
- b) Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.

- c) Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- d) No substitutions of securities will be allowed.
- e) The custodian shall be a party other than the trading partner.

This policy will be annually reviewed by the Board of Education and may be amended from time to time in accordance with the provisions of section 39 of the General Municipal Law.

Cross-ref:

Ref: Education Law §1709
General Municipal Law §§10, 11, 119-o

Adoption date: February 26, 2020

Revised~~iewed and Re-Adopted~~: April 20, 2021
Revised:

The Board of Education directs the Superintendent of Schools to maintain a continuous and accurate inventory of property and equipment owned by the School District, in accordance with "The Uniform System of Accounts for School Districts' and GASB Statement 34 Regulations. Capitalized inventory shall be inventoried and recorded on an annual basis. The Assistant Superintendent for Business shall be responsible for accounting for general fixed assets according to the procedures outlined by the Uniform System of Accounts for School Districts and GASB Statement 34 Regulations.

The fixed assets accounts will serve to:

- a. Maintain a physical inventory of assets;
- b. Establish accountability;
- c. Determine replacement costs; and
- d. Provide appropriate insurance coverage.

Fixed assets with a minimum value established by the Board of Education that have a useful life of one (1) year or more and physical characteristics not appreciably affected by use or consumption shall be inventoried and recorded on an annual basis. Fixed Assets are defined as tangible items of a non-consumable nature where the normal expected life is one (1) year or more. Examples of fixed assets are land, buildings, equipment, fixtures, motor vehicles, audiovisual materials, and computer hardware.

The Board of Education shall establish a dollar threshold for equipment and furnishings as a basis for considering which fixed assets are to be depreciated. Such threshold shall ensure that at least 80 percent of the value of all assets are reported. A standardized depreciation method and averaging convention shall also be established for depreciation calculations.

Fixed assets acquired having a value equal to or greater than the established threshold are considered depreciable assets and shall be inventoried for purposes of GASB 34 accounting practices and placed on a depreciation schedule according to its asset class and estimated useful life as stipulated by the NY State Comptroller's Office or the Internal Revenue Service.

Inventory Records

Assets shall be recorded at initial cost, or, if not available, at estimated initial cost; gifts of fixed assets shall be recorded at estimated fair value at the time of the gift. Disposal of fixed assets which are obsolete or surplus shall be recorded at estimated fair market value at the time of the disposal, or in accordance with generally accepted accounting principles. A property record will be maintained for each asset and will contain, where possible, the following information:

- a. Date of acquisition;
- b. Description;
- c. Cost or value;
- d. Location;

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

FIXED ASSET ACCOUNTING

POLICY 3291

- e. Asset type;
- f. Estimated useful life;
- g. Replacement cost;
- h. Current value;
- i. Salvage value;
- j. Date and method of disposition; and
- k. Department/individual to whom the asset is assigned.

Items to be included in the record of fixed assets shall include anything valued at more than \$5,000.

Whenever feasible, each piece of property will be tagged or marked with an identification number assigned by the School District.

The Assistant Superintendent for Business shall arrange for the physical inventory and appraisal of School District property, equipment and material every five (5) years, except for those assets funded by Federal Grants which will inventoried every two (2) years in accordance with 2CTR Section 200.313(d)(2). Any discrepancies between an inventory and the School District's property records on file should be traced and explained.

Capitalization of Assets

Capitalization thresholds (the dollar value above which asset acquisitions are added to the capital asset accounts), depreciation methods, and estimated useful lives of capital assets reported in the District-Wide Financial Statements are as follows:

	Capitalization Threshold	Depreciation Method	Estimated Useful Life
Building& Building Improvements	\$15,000	straight line	50 years 50 years
Furniture & Equipment	\$5,000	straight line	5-20 years
Land Improvements	\$15,000	straight line	20 years
Vehicles	\$5,000	straight line	8 years
<u>Lease Items & Subscription based Information Technology arrangements (ex photo copy machines)</u>	<u>\$5,000</u>	<u>Straight line</u>	

Useful lives will be determined in the year of purchase based on general guidelines obtained from professional organizations and the asset's present condition. The School District will use the

straight-line method of depreciation, and depreciation expense will be calculated beginning in the year of acquisition. If the individual unit cost of an item exceeds the dollar value capitalization threshold, the item may be capitalized in their fixed-asset inventory.

Equipment Acquired Under a Federal Government Grant

The School District shall comply with the U.S. Department of Education regulations governing the use, management requirements and disposition of any and all equipment acquired through a federal government grant. These federal Education Department General Administrative Regulations (collectively known or referred to as EDGAR) comprise parts 74 through 99 of Title 34 of the Code of Federal Regulations (CFR).

Cross-ref: 3100 Fiscal Controls
 3120 Fiscal Accounting and Reporting

Adoption Date: November 28, 2018

Revised: April 20, 2021

[Revised:](#)

The Board of Education recognizes that the maintenance of a fund balance is essential to the preservation of the financial integrity of the School District and is fiscally advantageous for both the School District and the taxpayer. This policy establishes goals and provides guidance concerning the desired level of year-end fund balance to be maintained by the School District.

The Governmental Accounting Standards Board (GASB) has issued Statement No. 54, *Fund Balance reporting and Governmental Fund Type Definitions* (GASB 54). The objective of this Statement 54 is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied.

Fund Balance Classifications (pursuant to GASB Statement 54)

Fund Balance is a measurement of available financial resources and represents the difference between total assets and total liabilities in each fund.

GASB 54 distinguishes fund balance classifications based on the relative strength of the constraints that control the purposes for which specific amounts can be spent. These classifications must be reported on the School District's Financial Statements.

Fund balance amounts will be reported by the School District according to the following classifications:

Nonspendable - consists of assets that are inherently nonspendable in the current period either because of their form or because they must be maintained intact, including prepaid items, inventories, long-term portions of loans receivable, financial assets held for resale, and principal of endowments.

Restricted - consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments; or through constitutional provisions or enabling legislation. Because the State regulates the establishment, funding and use of School District reserves, generally, reserves will be classified as restricted fund balance.

Committed - consists of amounts that are subject to a purpose constraint imposed by a formal action of the government's highest level of decision-making authority before the end of the fiscal year, and that require the same level of formal action to remove the constraint. The New York State Office of the State Comptroller at the present time believes that New York State school districts will not have any committed fund balance.

Assigned - consists of amounts that are subject to a purpose constraint that represents an intended use established by the Board of Education or by their designated official. The purpose of the assignment must be narrower than the purpose of the general fund, and in funds other than the general fund, assigned fund balance represents the residual amount of fund balance. Assigned Fund Balance generally includes encumbrances and appropriated fund balance.

Unassigned – represents the residual classification for the government’s general ~~fund, and fund~~ and could report a surplus or deficit. In funds other than the general fund, the unassigned classification should be used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

When an expenditure is incurred for purposes for which both restricted and unrestricted amounts are available, the School District will spend the restricted fund balance before it spends the unrestricted fund balance.

The order by which the School District will spend the unrestricted fund balance is as follows:

- First – committed fund balance
- Second – assigned fund balance
- Third – unassigned fund balance

General Policy

Fund balance measures the net financial resources available to finance expenditures within current or future periods. The School District’s Unassigned General Fund Balance will be maintained to provide the School District with financial stability and a margin of safety to fund unanticipated contingent expenditures that may occur unexpectedly during the fiscal year. The Unassigned General Fund Balance used for these purposes may only be appropriated by resolution of the Board of Education unless voter approval is required.

The School District will maintain an Unassigned General Fund Balance in accordance with New York State guidelines.

For various restricted fund balances the School District will follow the formulas reviewed and approved by the Board of Education at the School District’s reorganization meeting.

The School District will follow GASB 54 guidelines to expend funds and for funding these fund balance accounts.

Any portion of Fund Balance may be applied or transferred for a specific purpose either by voter approval if required by law or by formal action of the Board of Education if voter approval is not required. Amendments or modification to the applied or transferred fund balance must also be approved by formal action of the Board of Education.

The Board of Education shall delegate the authority to assign fund balance, for encumbrance purposes, to the person(s) to whom it has delegated the authority to sign purchase orders.

In circumstances where an expenditure is incurred for a purpose for which amounts are available in multiple fund balance classifications (e.g., expenditures related to reserves) the Board of Education will assess the current financial condition of the School District and then determine the order of application of expenditures to which fund balance classification will be charged.

Reserve funds (essentially a legally authorized savings account designated for a specific purpose) are an important component in the School District's financial planning for future projects, acquisitions and other lawful purposes. To this end, the School District may establish and maintain reserve funds in accordance with New York State Laws, Commissioner's Regulations and the rules and/or opinions issued by the Office of the New York State Comptroller, as applicable. The School District shall comply with the reporting requirements of Article 3 of the General Municipal Law of the State of New York and the Governmental Accounting Standards Board (GASB) issued GASB Statement Number 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

Any and all School District reserve funds shall be established and maintained to promote the goals of creating an open, transparent and accountable use of public funds. The School District may engage independent experts and professionals, including but not limited to, auditors, accountants and other financial and legal counsel, as necessary, to monitor all reserve fund activity and prepare any and all reports that the Board of Education may require.

Periodic Review and Annual Report

The Board of Education will periodically review all reserve funds. The School District will also prepare and submit an annual report of all reserve funds to the Board of Education. The annual report shall include the following information for each reserve fund:

- a) The type and description of the reserve fund;
- b) The date the reserve fund was established and the amount of each sum paid into the fund;
- c) The interest earned by the reserve fund;
- d) Capital gains or losses resulting from the sale of investments of the reserve fund;
- e) The total amount and date of each withdrawal from the reserve fund;
- f) The total assets of the reserve fund showing cash balance and a schedule of investments;
and
- g) An analysis of the projected needs for the reserve fund in the upcoming fiscal year and a recommendation regarding funding those projected needs.

The Board of Education shall utilize the information in the annual report to make necessary decisions to maintain and manage the School District's reserve fund balances while mindful of its role and responsibility as a fiduciary of public funds.

The Superintendent of Schools or designee shall develop any necessary and/or appropriate regulations to implement the terms of the Board of Education's policy.

In general, the School District shall adhere to the following principles with respect to the creation and funding of any or all reserve funds for the School District:

- 1) Consult with legal counsel and other financial experts as necessary for guidance on the authority to establish the reserve fund;

- 2) Identify the financial need or purpose to be served by the prospective reserve fund, including an assessment of whether the reserve fund will complement the long-term financial or capital plans of the School District;
- 3) Communicate clearly and effectively to School District residents the specific purpose of and the financial objectives for the reserve;
- 4) Maintain open and transparent records of all reserve fund transactions for the benefit of School District residents and voters;
- 5) Determine optimal funding levels for the reserve, as well as the conditions under which the reserve assets will be utilized;
- 6) Periodically assess the reasonableness of the amounts accumulated in the reserve and when conditions warrant (and subject to any/all legal requirements) reduce reserve funds to a reasonable level or liquidate and discontinue a reserve fund that is no longer needed or whose purpose has been achieved; and
- 7) Provide the Board of Education with regular updates on reserve fund activity.

Cross-ref: 3110 Annual Budget
3120 Fiscal Accounting and Reporting
3290 Investments

Ref: Education Law §§1709(8-c); 3651
General Municipal Law Article 3
General Municipal Law, §§6-d, 6-j, 6-l, 6-m, 6-n, 6-p
GASB Statement No. 54

Adoption Date: November 28, 2018

Revised: April 20, 2021

Revised:

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

PETTY CASH/PETTY CASH ACCOUNTS

POLICY 3300

The Board of Education hereby authorizes the Superintendent of Schools or designee to establish a petty cash fund for payment in advance of authorization of properly itemized bills for materials, supplies or services furnished to the School District under conditions calling for the immediate payment to the vendor upon delivery.

To provide for the proper management of these funds, the following guidelines shall be followed:

1. Any single expenditure shall not exceed ~~\$50.00~~\$60.00. Further, an individual shall not be reimbursed for purchases exceeding ~~\$50.00~~\$60.00 in one day and/or in excess of ~~\$60.00~~50.00 for payment to the same vendor. Purchases of more than ~~\$60.00~~50.00 must be made through the School District's purchasing system.
2. Receipts and cash-on-hand must always total the authorized fund amount. All disbursements from such funds are to be supported by receipted bills or other evidence documenting the expenditure.
3. Payments may be made from petty cash for materials, supplies, or services requiring immediate payment. Sales tax on purchases will not be paid by the School District from petty cash funds.

The Superintendent of Schools or designee shall be responsible for the establishment and administration of all petty cash funds. The Board of Education shall appoint individuals to act as custodian responsible for each petty cash fund established.

The custodian of each petty cash fund will be responsible for maintaining records related to the expenditure of funds. Each petty cash fund shall not exceed \$100 and no one item of expenditure shall exceed ~~\$150~~60.00.

Reimbursement of petty cash funds, up to the extent of expenditures, will be made periodically upon submission of a report of expenditures with appropriate documentary support. All expenditures, with petty cash slips and receipts attached, should be submitted on a claim form for reimbursement to the business office for audit and approval. A new check will be drawn for the amount expended and charged to the proper budget accounts.

Petty cash funds provided for buildings or activities that do not operate during July/August must be closed out on June 30. At that time, cash and receipted bills totaling the original amount of the fund must be submitted to the Business Office.

The School District shall reimburse uses of petty cash funds up to the extent of expenditures, with appropriate documentation of the expenditure and as approved by the claims auditor.

At the Reorganizational Meeting each year, the Board of Education, upon recommendation of the Superintendent of Schools, shall establish petty cash funds and appoint a custodian for each petty cash fund who shall administer and be responsible for such fund.

Cross-ref: 3100 Fiscal Controls
3120 Fiscal Accounting and Reporting

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

PETTY CASH/PETTY CASH ACCOUNTS

POLICY 3300

3301 Purchasing

Ref: Education Law §1709(29)
8 NYCRR §170.4

Adoption Date: January 23, 2019

Revised: April 20, 2021

Revised:

The function of purchasing is to serve the educational program by providing the necessary supplies, equipment and related services. It shall be the goal of the Board of Education to focus on the educational welfare of the students, in conjunction with seeking maximum value for each dollar expended. In pursuit of this goal, the Board of Education shall purchase competitively, without prejudice, all goods and services necessary to support the educational and auxiliary departments of the School District.

The Board of Education designates the Assistant Superintendent for Business as the Purchasing Agent for the School District. The Assistant Superintendent for Business, under the general supervision of the Superintendent of Schools, will be responsible for administering all purchasing activities.

All purchases shall be made through the Business Office by the Purchasing Agent or designee.

The Purchasing Agent is authorized to issue purchase orders without prior approval of the Board of Education when formal bidding procedures are not required by law and budget appropriations are adequate to cover such obligations.

The Purchasing Agent shall be responsible for preparing all bid specifications and a statement of general bidding conditions to be included in every notice or invitation to bid. If there are questions concerning specifications, the Purchasing Agent will consult with the requisitioner to clarify the matter so that the appropriate goods or services are obtained.

The Superintendent of Schools, with the assistance of the Assistant Superintendent for Business, shall be responsible for the establishment and implementation of the procedures and standard forms for use in all purchasing and related activities in the School District. Such procedures shall comply with all applicable laws and regulations of the State of New York and the Commissioner of Education.

No contracts for goods or services made by individuals or organizations in the School District independent of the involvement of the Assistant Superintendent for Business or without Board of Education approval shall be enforceable.

The School District's purchasing activity will strive to meet the following objectives:

1. to effectively supply all administrative units in the School District with needed materials, supplies, and contracted services;
2. to obtain materials, supplies and contracted services at the lowest prices possible consistent with the quality and standards needed, as determined by the Assistant Superintendent for Business in cooperation with the requisitioning authority. The educational welfare of the pupils is the foremost consideration in making any purchase;

3. that all purchases fall within the framework of budgetary limitations and that they are consistent with the educational goals and programs of the School District;
4. to maintain an appropriate and comprehensive accounting and reporting system to record and document all purchasing transactions; and
5. through the use of proper internal controls, that loss or diversion of School District property is prevented.

The General Municipal Law requires that purchase contracts for materials, equipment and supplies involving an estimated annual expenditure exceeding \$20,000 and public work contracts involving an expenditure of more than \$35,000 will be awarded only after responsive and responsible bids have been received in response to a public advertisement soliciting formal bids. In determining the necessity for competitive bidding, the aggregate (total combined District-wide) cost of a commodity estimated to be purchased in a fiscal year must be considered. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid.

The Purchasing Agent or designee is authorized to conduct bid openings. All contracts which require public advertising and competitive bidding shall be awarded by resolution of the Board of Education. Written recommendations for the award of all such contracts shall be submitted to the Assistant Superintendent for Business. When purchases or annual anticipated purchases for items or categories of items reach statute-specified amounts, bid specifications shall be developed and bids taken as required by statute. Purchases shall not be manipulated to avoid taking bids as required by statute. Small orders of similar commodities or significant underestimation of needs shall be considered an attempt to avoid the bid process.

Goods and services which are not required by law to be procured by the School District through competitive bidding will be procured in a manner so that (i) public monies are used prudently and economically and in the best interests of the taxpayers, (ii) the acquisition of goods and services of maximum quality are obtained at the lowest possible cost under the circumstances, and (iii) favoritism, improvidence, extravagance, fraud and corruption are avoided.

The Board of Education shall have reported to it all bids taken for purchase of equipment, furniture, supplies and services and shall take action approving contracts to the lowest responsible bidder meeting specifications. When it is in the best interests of the School District, contracts for purchases of materials, supplies or equipment (except printed material), may be awarded to a responsive and responsible bidder on the basis of "best value" in accordance with the requirements of General Municipal Law, section 103 and State Finance Law, section 163. When the School District determines to award a purchase contract on the basis of "best value," the bid specifications shall identify the criteria and rating system to be utilized in making a "best value" determination. The Purchasing Agent shall maintain documentation reflecting said criteria and rating system, as well as the evaluation of each bidder's bid in connection with same.

Whenever it is feasible, in the best interests of the School District, and permitted by applicable contract terms, purchases of materials, supplies or equipment (except printed material), shall be made through New York State and County Government contracts. Prior to making such purchases or contracts, the School District shall consider whether such contract will result in cost savings after all factors, including charges for service, material, and delivery, have been considered. The School District, may, when permitted by law and applicable contract terms, utilize contracts let by the United States of America, any agency thereof, any state or any other county or political subdivision or district therein if such contract was let in a manner consistent with New York State law and made available for use by the School District.

Contracts and agreements for capital projects and professional services not governed by sections 103 and 104 of General Municipal Law, between the School District and contractors shall be approved by resolution of the Board of Education and shall be signed by the Board of Education President and/or the Superintendent of Schools on behalf of the Board of Education.

Procedures for Procurement of Goods and Services

The following sets forth the procedures for the procurement of goods and services by the School District:

I. Definitions

Purchase Contract: a contract involving the acquisition of commodities, materials, supplies or equipment.

Public Work Contract: a contract involving services, labor or construction.

II. General Municipal Law

The General Municipal Law requires that purchase contracts for materials, equipment and supplies involving an estimated annual expenditure exceeding **\$20,000** and public work contracts involving an expenditure of more than **\$35,000** will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Similar procurement to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid.

If in excess of bid limits, the following is also subject to General Municipal Law 103:

- Lease/rental of personal property (Section 1725 of Education Law);

All leases and rental agreements shall be signed by the Superintendent of Schools and/or the Assistant Superintendent for Business.

- "Lease Purchasing" agreement for instructional equipment (Section 1725-A of Education Law);

- “Installment Purchase” of equipment, machinery and apparatus (Section 109-B of General Municipal Law);
- Cooperative Bid Arrangements (Section 119-0 of General Municipal Law);
- Standardization (Section 103 of General Municipal Law); and
- Transportation contracts and cafeteria contracts covered by “Education Law” are subject to same limits as “Purchase Contracts” under Section 103 of General Municipal Law 9 Section 305, Subdivision 14, Education Law.
- Purchasing through (or “piggybacking” onto) the contract of another governmental entity.

III. *Competitive Bidding Required*

A. *Method of Determining Whether Procurement is Subject to Competitive Bidding*

1. The School District will first determine if the proposed procurement is a purchase contract or a contract for public work.
2. If the procurement is either a purchase contract or a contract for public work, the School District will then determine whether the amount of the procurement is above the applicable monetary threshold as set forth above.
3. The School District will also determine whether any exceptions to the competitive bidding requirements (as set forth below) exist.

B. *Contract Combining Professional Services and Purchase*

In the event that a contract combines the provision of professional services and a purchase, the School District, in determining the appropriate monetary threshold criteria to apply to the contract, will determine whether the professional service or the purchase is the predominant part of the transaction.

C. *Opening and Recording Bids; Awarding Contracts*

Only the Purchasing Agent or -designee will be authorized to open and record bids. Appropriate School District administrators shall be consulted in making purchasing recommendations to the Purchasing Agent and to the Board of Education for bid award recommendations. Contracts will be awarded to the lowest responsible bidder, who has furnished security, if required, after responding to an advertisement for sealed bids.

When it is in the best interests of the School District, contracts for purchases or materials, supplies or equipment (except printed materials), may be awarded to a responsive and responsible bidder on the basis of “best value” in accordance with the requirements of General Municipal Law, section 103 and State Finance Law, section 163. When the School

District determines to award a purchase contract on the basis of “best value,” the bid specifications shall identify the criteria and rating system to be utilized in making a “best value” determination. The Purchasing Agent shall maintain documentation reflecting said criteria and rating system, as well as the evaluation of each bidder’s bid in connection with same.

Opportunity shall be provided to all responsible suppliers to do business with the School District. Supplier located within the School District may be given preferential consideration only when the bid submitted is identical to the low bidder. The School District will give a preference in the purchase of instructional material to those vendors who agree to provide such materials in alternative formats for students with disabilities.

D. Documentation of Competitive Bids

The School District shall maintain written documentation which shall include, but not be limited to, the method in which it determined whether the procurement is a purchase or a public work contract, Board of Education Resolutions, Memoranda, Written Quotes, Telephone Logs, Requests for Proposals (RFP’s), Proposals, Contracts, References, Original Bids and all related data including documentation when a contract is not awarded to the vendor submitting the lowest quote, setting forth the reasons therefore.

E. Purchases involving the expenditure of federal funds, federal grants and/or federal awards

For all purchase contracts involving the expenditure of federal funds, federal grants and/or federal awards, the School District shall comply with the Uniform Guidance procurement rules issued by the United States Office of Management and Budget.

IV. Quotes When Competitive Bidding Not Required

Goods and services which are not required by law to be procured by the School District through competitive bidding will be procured in a manner so that public monies are used prudently and economically and in the best interests of the taxpayers.

The Purchasing Agent shall handle routine purchasing and shall have authorization to purchase supplies, equipment and services, not subject to the New York State bid law consistent with all appropriate provisions of law and as described in this Purchasing Policy.

Alternative proposals or quotations will be secured by requests for proposals, written or verbal quotations or any other appropriate method of procurement, as set forth below. A quote which exceeds the budgetary limit will be awarded only when such award is in the best interests of the School District and otherwise furthers the purposes of section 104-b of the General Municipal Law. The School District will provide justification and documentation of any such contract awarded. The School District will also provide and document any contract awarded to a vendor other than the lowest dollar offeror.

A. *Methods of Documentation*

1. Verbal Quotations: the telephone log or other record will set forth, at a minimum, the date, item or service desired, price quoted, name of vendor, name of vendor's representative. Quotations may be requested by the ordering department, as appropriate, from the vendors who can provide the item or service required. Quotations must be documented by the ordering department;
2. Written Quotations: Detailed vendor written formal quotations will be obtained by the order department. Vendors will provide, at a minimum, the date, description of the item or details of service to be provided, price quoted and name of contact.

Quotations from prospective bidders who are unable to supply the required goods or service and offer a "No Quote" response to a request, or are unresponsive to a request for a quote, are to be counted toward compliance with this requirement. In the best interest of the School District the Purchasing Agent may initiate the formal sealed bid process for any product or service, based on market conditions, an awareness of competitive advantage or an anticipated increase in cumulative purchased totals for a given commodity or class or materials.

3. Requests for Proposals (RFP): The School District will prepare a well-planned RFP which will contain critical details of the goods/services, procurement, including the methods which it will use in selecting the service. The School District will consider the following factors in developing its RFP:
 - the special knowledge or expertise of the professional or consultant service;
 - the quality of the service to be provided;
 - the staffing of the service; and
 - the suitability for the School District's needs.

The School District may locate prospective qualified firms by:

- advertising in trade journals;
 - checking listings of professionals; and/or
 - making inquiries of other districts or other appropriate sources.
4. Procurement of Professional Services:

The School District may engage the services of professionals without the need for seeking alternative proposals. The individual or company should be chosen based on accountability, reliability, responsibility, skill, education and training, judgment, integrity, and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

B. *Purchases/Public Work: Methods of Competition to be Used for Non-Bid Procurement; Documentation to be Maintained*

Quotes/ bids should be used only when all other means of purchasing have been exhausted. Quotes must be obtained for all purchases under the bid limits listed below. Limits are total cost of similar items/services to be purchased in a fiscal year – not per purchase order or per job. Quotes will be processed at the discretion of the Purchasing Agent.

The School District will require the following methods of competition be used and sources of documentation maintained when soliciting non-bid procurement in the most cost-effective manner possible:

1. *District-Wide Purchase Contracts below \$20,000 (including service contracts for work not covered by Article 8 of the Labor Law)*
 - a. **Less than \$100.00:** No quote required.
 - b. **\$101 - \$2,000:** One verbal quote. Documentation must be attached to Purchase Order.
 - c. **\$2,001 - \$4,000:** Three verbal quotes to include all vendor discounts and fees. Documentation must be attached to Purchase Order.
 - d. **\$4,001 - \$19,999:** A minimum of three written quotes, to include all vendor discounts and fees. Documentation must be attached to Purchase Order.

Any purchases over \$20,000.00 require the Business Office to procure the bids for goods/services in accordance with law.

2. *District-Wide Public Works Contract below \$35,000*

All price quotes for public work contracts must contain a prevailing wage schedule. Please contact the Business Office for prevailing wage schedule information.

Limits below are total cost of similar services to be performed during the entire fiscal year.

- a. **Less than \$2,000:** No quote required.
- b. **\$2,001 - \$4,000:** Three verbal quotes to include all vendor discounts and fees. Documentation must be attached to Purchase Order.
- c. **\$4,001 - \$34,999:** A minimum of three written quotes, to include all vendor discounts and fees. Documentation must be attached to Purchase Order.

Payment to vendors will not be processed without certified payroll.

Any public works contract over \$35,000 requires the Business Office to procure the bids for goods/services in accordance with law and except as provided by law.

C. *Purchases/Public Works: Methods of Competition for Procurements Specifically Exempted from Competitive Bidding Requirements:*

Competitive bidding, as set forth in General Municipal Law, section 103, is not required where procurements are made in the following situations. The School District will not be required to secure alternative proposals or quotations for these procurements. However, documentation from the vendors supplying said goods/services, as indicated, will be maintained by the School District:

- 1. in emergency situations where:
 - a. the situation arises out of an accident or unforeseen occurrence or condition;
 - b. a School District building, property, or the life, health, or safety of an individual on School District property is affected; or
 - c. the situation requires immediate action which cannot await competitive bidding.

The Board of Education may pass a resolution which shall declare an emergency prior to the purchase, if feasible. However, when the Board of Education passes such a resolution that an emergency situation exists, the School District will make purchases at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practicable under the circumstances.

When it is not feasible to obtain a resolution passed by the Board of Education prior to the purchase, the Assistant Superintendent for Business and the Superintendent of Schools must be notified that an emergency situation exists. Approval to make necessary purchases must be obtained from the Assistant Superintendent for Business and/or Superintendent of Schools. They will then be responsible for notifying the Board of Education of the emergency situation.

Documentation: A memorandum may be filed with a copy of the purchase order attached which will explain how the purchase meets the criteria for an emergency exception. The School District shall maintain records of verbal (or written) quotes. Documentation must be attached to the purchase order showing that proper notifications were made and approvals were obtained.

2. when the School District purchases surplus or second-hand supplies, materials or equipment from the federal or state governments or from any other political subdivision or public benefit corporation within the state.

Documentation: The School District will maintain market price comparisons (verbal or written quotes) and the name of the government entity.

3. when the School District purchases goods, supplies and services from municipal hospitals under joint contracts and arrangements entered into pursuant to section 2803-a of the Public Health Law.

Documentation: The School District will maintain the legal authorization, Board of Education authorization and market price comparisons.

4. when there is only one possible source from which to procure goods or services required in the public interest.

Documentation: The School District will maintain written documentation of the unique benefits of the item or service purchased as compared to other items or services available in the marketplace; that no other item or service provides substantially equivalent or similar benefits; and that, considering the benefits received, the cost of the item or service is reasonable, when compared to conventional methods. In addition, the documentation will provide that there is no possibility of competition for the procurement of the good. Such documentation shall be provided by the ordering department and attached to the purchase order.

5. when the School District purchases goods, supplies and services from New York State Office of General Services.

Documentation: The School District will maintain written documentation of the New York State Office of General Services contract award, including the OGS award number and date.

6. when the School District procures goods/services pursuant to the County contract for which the School District is eligible for participation.

Documentation: The School District will maintain written legal authorization, Board of Education authorization and documentation from the County concerning the terms of use and scope of said contract.

7. when the School District procures goods/ services pursuant to participation in a cooperative bidding consortium.

Cooperative purchasing shall be promoted with other school districts, Board of Cooperative Educational Services and Government Entities whenever feasible. The School District shall participate in such bids when opportunities arise that will have cost-effective results.

Participation in Cooperative Bidding Consortia must be pre-authorized by resolution of the Board of Education.

Documentation: shall include contact number and name of governmental agency. The School District will maintain legal authorization and Board of Education authorization for the procurement.

8. when the School District procures goods/-services pursuant to a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision therein.

Whenever it is feasible, in the best interests of the School District and permitted by applicable contract terms, purchases of materials, supplies or equipment (except printed material), shall be made through New York State and County Government contracts. Prior to making such purchases, the School District shall consider whether such contract will result in cost savings after all factors, including charges for service, material, and delivery, have been considered. The School District, may, when permitted by law and applicable contract terms, utilize contracts let by the United States of America, any agency thereof, any state or any other county or political subdivision or School District therein if such contract was let in a manner consistent with New York State law and made available for use by the School District.

Documentation: shall include contact number and name of governmental agency. The School District will maintain legal authorization and Board of Education authorization for the procurement.

9. when the School District procures goods manufactured in state correctional institutions, Industries for the Blind of NYS, and NYS Industries for the Disabled.

Documentation: shall include contract number and name of governmental agency;

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10. when the School District procures professional services or services requiring special or technical skills, training, or expertise, such as: legal and medical services; property appraisals; engineers and architects; investment management; auditing; and claims management. The Board of Education may solicit requests for proposals if it is in the best interest of the School District.

Documentation: shall include quotes and proposals and all related data.

11. when the School District purchases food items exempt from bidding as indicated under General Municipal Law section 103(9).

Documentation: shall include documentation consistent with section 114.3 and 114.4 of the Regulations of the Commissioner of Education.

12. when the School District purchases insurance, as there is an obligation to the taxpayer to adopt insurance practices that will obtain the best coverage for the lowest cost.

Documentation: shall include quotes and proposals and all related data.

13. when the School District purchases from monopolies. Competitive bidding is not required where object of the contract is controlled by a monopoly, such as in the case of natural gas and electric utilities.

Documentation: shall include name of governmental agency.

14. when the School District contracts for state-mandated operations that require certifications of contracts, such as inspection of underground gas tanks.

Documentation: shall include all related data.

15. When the School District purchases information technology and telecommunications hardware, software and professional services through cooperative purchasing permissible pursuant to federal general services administration information technology schedule seventy or any successor schedule.

Documentation: The School District will maintain legal authorization and Board of Education authorization for the procurement.

In all cases, the Board of Education may elect to solicit proposals, if it is deemed in the best interest of the School District.

V. Procurement from Other than the "Lowest Responsible Dollar Offeror"

Bids shall be awarded to the lowest responsible bidder whose product or service meets or exceeds specifications. The person or persons participating in the decision determining if a bidder is or is

not responsible must provide written justification and documentation on such statements. This information will become part of the bid file.

The past performance and/or reliability of the bidder providing the product/service shall be a factor in determining the lowest responsible bidder.

It shall be the practice of this School District to maintain accurate and complete records as to the performance of any contractor/vendor so that "failure to perform" can be well documented.

Further, the School District shall cooperate fully with other school districts in providing such information between and amongst themselves for the purposes of selecting the lowest responsible bidder in future contracts or bids for goods or services.

The School District will provide justification and documentation of any contract awarded to an offeror other than the lowest responsible dollar offeror, setting forth the reasons why such award is in the best interests of the School District and otherwise furthers the purposes of section 104-b of the General Municipal Law.

VI. *Internal Control*

The Board of Education authorizes the Assistant Superintendent for Business to establish and maintain an internal control structure so that School District's assets will be safeguarded against loss from unauthorized use or disposition, that transactions will be executed in accordance with the law and School District policies and regulations, and recorded properly in the financial records of the School District.

The School District will not be responsible for purchases made without prior authorization. Employees deviating from this procedure will be notified immediately.

All School District regulations regarding the procurement processes will be reviewed by the Board of Education at least annually.

VII. *Standardization*

The Board of Education may standardize by resolution on a particular type of material or equipment. Standardization restricts a purchase to a specific model or type of equipment or supply. For example, to limit the purchase of trucks to a specific manufacturer or model on the basis of past performance. The resolution, shall state that for reasons of efficiency and/or economy there is a need for standardization. There shall be a full explanation supporting the action.

The adoption of such a resolution does not eliminate the necessity for conformance to the competitive bidding requirements

VIII. *Notice to Vendors*

Written notice shall be available to all suppliers detailing the School District's purchasing policy. Vendors deviating from the approved purchasing policy shall be informed of the possible consequences, including, but not limited to, removal from vendor list.

Implied authority shall not bind the School District to purchases not approved by the Purchasing Agent.

The following statement may be stamped on all purchase orders, and/or included in vendor notification of School District policy.

"Please be advised that if you provide product or service to the School District without a written Purchase Order, signed by the Purchasing Agent, you do so at your own risk. You have NO assurance of payment."

IX. Quality, Cost Control, Repair, Replacement or Purchases

The Board of Education shall purchase the highest quality goods and services at the most reasonable cost within its budget limitations. Specifications will be reviewed by the Purchasing Agent, or designee, after recommendations have been received from appropriate administrators. Cost control on all purchases of equipment, supplies and/or services is to be carried out by the Purchasing Agent with recommendations from appropriate administrators to obtain the quality desired and/or services requested.

If the cost of repair of an item exceeds 75% of the cost to replace the item, the Purchasing Agent may, in cooperation with the appropriate administrator and within the approved budget, authorize the purchase of a new item in lieu of repair.

X. Energy Efficient Purchasing

- A. *Energy Efficient Items:* The Board of Education authorizes the purchase of energy efficient items, whenever practical.
- B. *Recycled Materials:* The Board of Education authorizes the use of recycled products whenever practical.
- C. *"Green" Product Purchasing:* In accordance with Education Law 409-I, the School District shall follow the guidelines, specifications and sample list of environmentally sensitive cleaning and maintenance products provided by the Commissioner of General Services when purchasing and utilizing such products in its facilities.

XI. Purchase Orders

The Purchasing Agent shall be authorized to issue pre-numbered or computer generated purchase orders for all goods and services for which an appropriation has been made in the

budget. Purchase orders will be issued after completion of the competitive procurement process and award of the contract by the Board of Education, when applicable. Bid proposals, specifications and/or contracts must be attached to the purchase orders.

Purchase orders must reflect all information relevant to the purchase including the address for delivery. All goods delivered and received must be delivered to a building in the School District and accepted by an authorized School District employee who will certify that the goods were received in good condition before payment is approved.

XII. Ethics of Purchasing

Code of Ethics for School Purchasing Officials:

- to consider first the interests of the local government and the betterment of its government;
- to endeavor to obtain the greatest value for every dollar expended;
- to be receptive to advice and suggestions from department heads, insofar as such advice and suggestions are not in conflict with legal or moral restrictions in purchasing procedures;
- to strive for knowledge of equipment and supplies in order to recommend items that may either reduce cost or increase efficiency;
- to insist on and expect honesty in sales representation whether offered verbally or in writing, through the advertising or in a sample of a product submitted;
- to give all responsible bidders equal consideration and the assurance of unbiased judgment in determining whether their product meets specifications;
- to discourage the offer of, and to decline, gifts which in any way might influence the purchase of municipal equipment and supplies;
- to accord a prompt and courteous reception, insofar as conditions permit, to all who call on legitimate business missions; and
- to cooperate with government and trade associations in the promotion and development of sound business methods in the purchasing of equipment and supplies.

XIII. Prohibited Interests

No Board of Education member, officer or employee of the School District shall have an interest in any contract entered into by the Board of Education or the School District, as provided in Article 18 of the General Municipal Law.

XIV. Annual Review

All School District policies regarding the procurement processes will be reviewed by the Board of Education at least annually. Comments regarding the purchasing process shall be solicited from appropriate School District personnel involved in the procurement process as is deemed necessary. New regulations and procedures must then be adopted by Board of Education resolution.

XV. Unintentional Failure to Comply

The unintentional failure to fully comply with the provisions of section 104-b of the General Municipal Law or the School District's policies regarding procurement will not be grounds to void action taken nor give rise to a cause of action against the School District or any officer or employee of the School District.

Cross Ref: Policy 8250 Board Member, School District Officers and Employee Code of Ethics

Ref: General Municipal Law §§102; 103; 104-b; 109-a; 800 et seq.
State Finance Law § 163
8 NYCRR §§114.3; 114.4; 170.2

Adoption Date: February 27, 2019

Revised: April 20, 2021

Revised:

The Board of Education recognizes that the Superintendent of Schools and the Assistant Superintendent for Business (a) incur authorized business expenses in connection with their respective duties and/or (b) are limited in the ability to procure equipment, supplies, airfare, and/or online purchases where credit cards are the sole payment method in accordance with the School District's purchasing policy without the existence of a School District issued credit card. The Board of Education hereby authorizes the Superintendent of Schools or Assistant Superintendent for Business to incur such expenses as set forth below. The Board of Education recognizes that the issuance and usage of a School District credit card should be used prudently and only for official School District business. The credit card(s) will be in the name of the School District.

The School District shall establish a credit line for each card issued to the School District, not to exceed \$5,000. Expenses incurred on credit cards issued in the name of the School District will be paid in a manner that avoid interest charges. The use of credit cards is not intended to circumvent the School District's policy on purchasing.

The Superintendent of Schools and the Assistant Superintendent for Business must submit detailed documentation, including itemized receipts for commodities, services, travel and/or other actual and necessary expenses which have been incurred in connection with school-related business for which the credit card has been used. If a receipt is for meals, those in attendance and the purpose of the meeting must be provided. For other expenses, the reason for the cost incurred must be provided. The School District will not pay any claim or portion thereof that is not expressly authorized, does not constitute a proper School District charge, or is in contravention of any laws, rules, regulations, or policies otherwise applicable. In addition, the Claims Auditor will ensure that no claim shall be paid unless an itemized voucher approved by the Superintendent of Schools or the Assistant Superintendent for Business has been audited and allowed. The Claims Auditor shall monitor the use of each credit card and report any serious problems and/or discrepancies directly to the Superintendent of Schools and the Board of Education.

The Superintendent of Schools and the Assistant Superintendent for Business must take proper care of School District issued credit cards and take all reasonable precautions against damage, loss or theft. Any damage, loss, or theft must be reported immediately to the Board of Education and to the appropriate financial institution. Failure to take proper care of credit cards or failure to report damage, loss or theft may subject the Superintendent of Schools or the Assistant Superintendent for Business to financial liability.

Purchases that are unauthorized, illegal, represent a conflict of interest, are personal in nature or violate the intent of this policy will result in loss of access to the use of the credit card and action against the Superintendent of Schools and the Assistant Superintendent for Business.

Cross-ref: 3301 Purchasing
 3700 Expense Reimbursement
 8250 Board Member, School District Officers & Employee Code of Ethics

Ref: Education Law §1724

Adoption Date: January 22, 2020

~~Revised:Reviewed and Re-Adopted:~~ April 20, 2021

Revised:

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

AUTHORIZED SIGNATURES

POLICY 3400

The Board of Education authorizes the signature on checks issued against all accounts of the School District to be that of the School District Treasurer or the Deputy School District Treasurer in the absence of the School District Treasurer.

The District Treasurer shall be present and shall control the affixing of the District's Treasurer's signature when checks are run. Accounts payable/payroll shall maintain a log of checks signed and should verify the sequence of check numbers that are used and sign the log book. The signing of blank checks is expressly forbidden.

The Board hereby authorizes the use of an electronic check signing software function, with safeguards for the School District's protection and with facsimile signatures of the District Treasurer. The Treasurer or Deputy Treasurer shall maintain in their exclusive and secured possession their individual signature flash drive or signature stamp.

Contracts authorized by Board of Education resolution shall be signed by the Board of Education President or when the President is absent, the Vice-President, unless a different signatory is identified in the Board of Education resolution. Purchase orders for goods and/or services identified in the various budget codes of the School District budget will be executed by the Purchasing Agent responsible for the procurement of such goods and/or services.

The Board of Education authorizes the payment in advance of audit of claims for all payroll, workers' compensation, public utility services, postage, freight and express charges, in accordance with law.

Cross-ref: 3100 Fiscal Controls
3110 Annual Budget
3301 Purchasing
3500 Extra Classroom Activity Funds

Ref: Education Law §§1720; 1724
8 NYCRR 172

Adoption Date: January 23, 2019

Revised: April 20, 2021

Revised:

The Board of Education hereby establishes the Office of Claims Auditor in the School District. In addition, the Board of Education may adopt a resolution establishing the office of Deputy Claims Auditor who shall act as the Claims Auditor in the absence of the Claims Auditor. The Claims Auditor shall serve at the pleasure of the Board of Education. The ~~Claims Auditor~~ shall be bonded and shall report directly to the Board of Education.

No person shall be eligible for appointment as the Claims Auditor or Deputy Claims Auditor who is also a member of the Board of Education; the clerk or treasurer of the Board of Education; the Superintendent of Schools or other official of the School District responsible for business management; the person designated as purchasing agent; and/or clerical or professional personnel directly involved in accounting and purchasing functions of the School District; the individual or entity responsible for the internal audit function; the independent auditor responsible for the annual external audit; and/or a close or immediate family member of an employee, officer or contractor providing services to the School District. For purposes of this policy, a close family member shall be defined as a parent, sibling or nondependent child, and an immediate family member shall be defined as a spouse, spouse equivalent, or dependent (whether or not related).

The individual selected for the position of Claims Auditor shall be either a Certified Public Accountant or someone who is familiar with school district claims auditing techniques by way of actual prior experience.

In lieu of appointing an individual as the Claims Auditor, the Board of Education shall be permitted to delegate the claims audit function to one or more independent entities by using (1) inter-municipal cooperative agreements, (2) shared services to the extent authorized by Education Law Section 1950, or (3) independent contractors, to fulfill this function.

The Claims Auditor is responsible for formally examining, allowing or rejecting all accounts, charges, claims or demands against the School District. The claims auditing process should determine:

1. That the proposed payment is for a valid and legal purpose;
2. That the obligation was incurred by an authorized School District official;
3. That the items for which payment is claimed were in fact received or, in the case of services, that they were actually rendered;
4. That the obligation does not exceed the available appropriation;
5. That the submitted voucher is in proper form, mathematically correct, does not include previously paid charges, and is in agreement with the purchase order or contract upon which it is based; and
6. That the expenses are charged to the proper budgetary code.

Although the Claims Auditor is not required to monitor the School District's business and accounting practices, in the event that the Claims Auditor observes any business or accounting practices which are, in the Claims Auditor's opinion, questionable or in need of improvement, the Claims Auditor shall promptly report such observations to the Board of Education.

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

CLAIMS AUDITOR

POLICY 3410

The Claims Auditor shall provide periodic written reports as may be requested by the Board of Education.

Cross-ref: 3100 *et seq.* as appropriate

Ref: Education Law §§ 1709(20-a); 1724; 2509; 2526; 2554(b)
8 NYCRR §170.12(c)
Matter of Levy, 22 EDR 550 (1983)

Adoption Date: January 23, 2019

~~Revised and Re-Adopted:~~ April 20, 2021
Revised:

As required by law, the School District shall obtain an annual audit of its records by a an ~~independent~~-certified public ~~accounting firm accountant~~ or an independent certified public accountant. The report of such annual audit shall be presented to the Board of Education by such accountant in sufficient time for the Board of Education to accept it by resolution prior to the statutory deadline. Each Board of Education member shall receive a copy, as well as the Superintendent of Schools and Assistant Superintendent for Business.

The annual audit shall be of all funds, the School District's financial records and the student activity fund, and be in a form as prescribed by the Commissioner of Education, GASB and in accordance with generally acceptable accounting principles. The School District shall, within ninety (90) days of the receipt of such report or letter, prepare a corrective action plan in response to any findings contained in the annual external audit report or management letter, or any final audit report issued by the State Comptroller. This corrective action plan shall be presented to the Board of Education for review. To the extent practicable, implementation of such corrective action plan shall begin no later than the end of the next fiscal year.

The School District shall use a competitive request for proposals (RFP) process when contracting for such annual audit. In addition, pursuant to law, no audit engagement shall be for a term longer than five (5) consecutive years; provided, however, that the School District, in its discretion, may permit an ~~independent~~-certified public ~~accounting firm accountant~~ or an independent ~~certified~~ public accountant engaged under an existing contract for such services to submit a proposal in response to an RFP or to be awarded a contract to provide such services under a RFP process. The selection of the audit firm shall be based primarily on, but not be limited to, the following criteria:

1. The professional reputation and competence of the audit firm;
2. The availability of partners and other senior staff members for advice and consultation on School District operational matters;
3. Knowledge of the education field; and
4. The reasonableness of the fee charged, although cost factors shall not be the dominant factor in the selection of audit firms.

The Board of Education shall formally appoint the certified public accounting firm or independent certified public accountant to perform the independent/external audit at its annual reorganization meeting.

Cross-ref: 3100 *et seq.* as appropriate

Ref: Education Law §2116-a(3) and (b)
8 NYCRR §§ 170.2; 170.12

Adoption Date: January 23, 2019

Revised/Reviewed and Re-Adopted: April 20, 2021
Revised:

The Board of Education recognizes the importance of the payroll function to the effective administration of the School District. The Board of Education is also aware that this is an area at risk of fraud and abuse.

A duly certified payroll is one that has been examined and approved by the Superintendent of Schools, or designee and the Assistant Superintendent for Business. It shall be the responsibility of the Assistant Superintendent for Business and staff to prepare all payrolls authorized for payment by the Superintendent of Schools. Upon such authorization, voucher order checks and/or direct deposit authorizations, signed or authorized by the School District's Treasurer and payable to the order of the persons entitled to receive such moneys, shall be issued.

The Superintendent will initiate a periodic test to verify the accuracy and appropriateness of the School District's payroll. This test shall be conducted by the Assistant Superintendent for Business. The test shall confirm that individuals listed on the payroll are currently employed by the School District, and that the title, hours worked, and wages listed are correct. The test shall also confirm that individuals listed as employees are employees and not independent contractors. The Superintendent will evaluate the results of the test and determine if improvements need to be made.

Payroll procedures will also be reviewed periodically by the individual or firm performing the external audit. The external auditor will report findings and recommendations to the Board of Education. It is the intention of the Board of Education to take reasonable and necessary steps to safeguard the School District's payroll.

Cross-ref: 3100 Fiscal Controls
 3120 Fiscal Accounting and Reporting
 3420 Independent/External Audits

Ref: Education Law §§1604; 1719; 1720; 2116-a
 Retirement and Social Security Law §34
 2 NYCRR §§315.2; 315.3

Adoption Date: January 23, 2019

Revised: April 20, 2021

Revised:

In the School District, students participate in intramural sports and physical education classes. Although the Board of Education of the School District takes reasonable care to prevent student injuries, the Board of Education of the School District recognizes that concussions and head injuries are the most commonly reported injuries in children and adolescents who participate in the intramural athletic activity, physical education class, extracurricular or School District sponsored activity and can have serious consequences if not managed carefully. Therefore, the School District adopts the following policy and guidelines to assist in the proper evaluation and management of concussions.

Concussion is a traumatic brain injury. Concussion occurs when normal brain functioning is disrupted by a blow or jolt to the head. Recovery from concussion will vary. Avoiding re-injury and over-exertion until fully recovered are the cornerstones of proper concussion management.

The School District will establish a Concussion Management Team (CMT). The CMT will consist of the school nurse, the School District physician, a physical education teacher, or such other appropriate personnel as designated by the School District. The School District's CMT will oversee the implementation of the Concussion Management and Awareness Act in the School District, including but not limited to: coordination of mandatory biennial training relating to concussions, for all physical education teachers and nurses that work with, and provide instruction to, students engaged in School District sponsored athletic activities. Training will include, but not be limited to: the definition of a concussion, signs and symptoms of concussions and how they may occur, post-concussion and second impact syndromes, practices regarding prevention, guidelines for return to activity, School District protocols, and available area resources for concussion management and treatment. The CMT shall establish and implement a program which provides information on concussions to staff, parents and guardians throughout each school year.

Any student believed to have sustained a concussion or who is demonstrating signs, symptoms or behaviors consistent with a concussion, while participating in a School District sponsored class, intramural sports, extracurricular activity, physical education or recess shall be immediately removed from the game or activity and be evaluated as soon as possible by a licensed physician. The School District will take steps to notify the student's parents or guardians and recommend appropriate monitoring to parents or guardians. The CMT will act as a liaison for any student returning to school and/or athletic activity following a concussion. If there is any doubt whether a student has sustained a concussion, the injury will be treated as a concussion until proven otherwise. If a student sustains a concussion at a time other than when engaged in School District sponsored activity, the School District expects that the student's parent/guardian will report the condition to the School District so that the School District can support proper management of the condition.

No student shall return to school or activity while experiencing symptoms consistent with those of a concussion. No student shall resume athletic activity until they/he/she has/has been symptom free for not less than twenty-four (24) hours. The student shall not return to a School District sponsored or intramural activity until the evaluation by, and receipt of a written and signed authorization from, a licensed physician. Regardless of such evaluation, the School District's

physician shall review any documentation and will make the final decision on return to school, including physical education class, recess and after-school sports. Any student who continues to have signs or symptoms upon return to activity must be immediately removed from play and reevaluated by a licensed physician. Once the student is symptom free for twenty-four (24) hours thereafter, the student will be required to present a licensed physician's authorization stating that ~~they have~~he/she has been cleared to resume activities. The School District's physician shall review the new documentation provided by the student in order to determine if it is safe for the student to return to ~~their~~his/her regular School District activities. Such authorization shall be kept on file in the student's permanent health record.

Depending on the severity of the concussion and the individual circumstances of the student, appropriate modifications may be made to the student's participation in school and/or School District activities in an effort to reduce the risk of re-injury and promote recovery. Collaboration will help promote the development of an appropriate concussion management plan for the student. Parents/guardians and/or students are expected to accurately and promptly report injuries so that the student's health can be protected.

The School District shall make information available on its website regarding concussion and the guidelines for return to school and School District activities once a concussion has been sustained by a student. The School District shall also include such information in any parent/guardian permission form or consent form required for a student's participation in intramural sports.

The CMT shall ~~follow NYSID's guidelines develop School District protocols adhere to State laws and regulations as the minimum standard~~ for concussion management protocol for the School District. Such protocol shall be developed and implemented in accordance with applicable law and this policy.

Cross-ref: Policy 5140 Student Health Services

Ref: Education Law § 305(42)

Adoption Date: December 18, 2012

Revised: May 22, 2019

Revised:



May 15, 2024

This letter memorializes the agreement between the Successful Practices Network (SPN) and Valley Stream School District 24 regarding consulting services SPN agrees to provide in exchange for the fee described below.

Description of services:	<p>SPN President Ray McNulty will deliver two face-to-face sessions and one 3 hour virtual session as follows:</p> <p>August 30, 2024: Staff Keynote Presentation Face to Face</p> <p>October 2024 (Date to be determined) – Launch Vision 2030 Face to Face</p> <p>December 2024 (Date to be determined) – 3 hour virtual</p>
Location at which services will be provided:	Onsite at Valley Stream School District 24 and Virtual as described above
Date:	<p>August 30, 2024</p> <p>October 2024 (Date to be determined)</p> <p>December 2024 (Date to be determined)</p>
Fee:	<p>August 30, 2024: \$4,500</p> <p>October 2024: \$4,500</p> <p>December 2024: \$2,250</p> <p>Total: \$11,250</p>

Client agrees to pay the fee set forth above upon receipt of invoice following completion of work.

Please indicate Client’s acceptance of this Agreement by signing in the space provided below and returning to SPN. The delivery of the services is not confirmed until SPN receives this agreement signed by client.

Sincerely,

Todd Daggett
Chief Operating Officer, Successful Practices Network

Client: **Valley Stream School District 24**

Agreed to and accepted this _____ day of _____, 2024

By: _____ (signature)

Print Name: _____



May 15, 2024

This letter memorializes the agreement between the Successful Practices Network (SPN) and Valley Stream School District 24 regarding consulting services SPN agrees to provide in exchange for the fee described below.

Description of services:	SPN President Ray McNulty will conduct a full day planning session on the topic of "Vision 2030: Future Focused Visioning and Action Planning"
Location at which services will be provided:	Onsite at Valley Stream School District 24
Date:	July 2024 – Specific Date to Be Determined
Fee:	\$4,500 inclusive of all expenses

Client agrees to pay the fee set forth above upon receipt of invoice following completion of work.

Please indicate Client’s acceptance of this Agreement by signing in the space provided below and returning to SPN. The delivery of the services is not confirmed until SPN receives this agreement signed by client.

Sincerely,

Todd Daggett
Chief Operating Officer, Successful Practices Network

Client: **Valley Stream School District 24**

Agreed to and accepted this _____ day of _____, 2024

By: _____ (signature)

Print Name: _____



Creating a Positively Positive Experience in Special Education

THIS AGREEMENT made between **ACCESS 7 SERVICES, INC.**, located at 6080 Jericho Turnpike, Suite 200, Commack, New York 11725, hereafter referred to as the “Service Provider” and **VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT** having its principal place of business at District Offices, 75 HORTON Avenue , in the town of Valley Stream, New York 11581 in Nassau County, hereafter referred to as the “District.”

WHEREAS, the District is authorized by law to contract for the provision of related services for its students with handicapping conditions; and

WHEREAS, the Service Provider is in the business of providing placement services of licensed and qualified Therapists within a variety of Special Education professions, including but not limited to Occupational Therapy, Physical Therapy, Speech-Language Pathology, Applied Behavioral Analysis, Social Work, Psychology, Reading and Special Education Instruction, Tutors and Consulting;

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

1. **TERMS OF AGREEMENT**: This Agreement shall be in effect for the term July 1, 2024, through June 30, 2025 , unless earlier terminated as set forth herein.
2. **SCOPE OF SERVICES**: Therapists placed hereunder shall provide services for those students covered by the terms of this Agreement based on Individualized Education Plans (IEPs) or other Special Education Programs provided to Service Provider by the District. Therapists placed by Service Provider hereunder shall be subject to the approval of the district, which approval shall not be unreasonably withheld. District shall have the right to add or remove a student from service at any time during the school year.
3. **INDEPENDENT CONTRACTOR STATUS OF THERAPISTS**: Service Provider’s function is to provide placement services of Therapists 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 own profession. The relationship of any Therapist placed under this Agreement to both District and Service Provider shall be that of an Independent Contractor. Neither Service Provider nor the district shall be responsible for any withholding taxes, social security, Medicare, worker’s compensation, health or disability benefits, unemployment, or employee benefit of any kind of any Therapist hereunder.

4. **REFERRAL FEE:** District shall not enter into separate agreement with any Therapist referred to by or working through the Service Provider to the District hereunder for the duration of his/her agreement and for a period of two years thereafter. Should the district enter into such an agreement, the District shall pay to Service Provider a referral fee of Five Thousand Dollars (\$5,000). The Service Provider and District agree that the fee set forth herein is reasonable and not a penalty, based on all the facts and circumstances at the time of entering this Agreement, and with due regard to future expectations.
5. **BILLING & PAYMENT:** Service Provider will submit invoices for services rendered by Therapists hereunder on a monthly basis, and payment to Service Provider shall be made within thirty (30) days from receipt of invoice from Service Provider. If payment is not received within thirty (30) days from receipt of invoice, a late fee of 1.5 percent per month will be charged. Invoices submitted will be in a form required by District, and include, at a minimum, time and attendance sheets, dates of services rendered, and fees on a per student basis. Should a student individually or in a group be absent or unable to attend a session, and reasonable notice is given to the related services provider, then the school district shall not be responsible for payment of the fee(s) associated with such services. Reasonable notice shall mean notice given to provider at any time before said provider has begun to travel to deliver said service from whatever prior location. Otherwise, where no such notice is given of the student's absence, the fee charged to the school district shall be that as provided in the fee schedule contained in paragraph 20 of this agreement.
6. **SAVE LEGISLATION:** Service Provider 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 Therapists.
7. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
8. **MEDICAL PRESCRIPTIONS:** Where applicable, District shall obtain all medical prescriptions from the student's parents/guardians referred to Service Provider and shall forward copies of said prescriptions to Service Provider on a timely basis.
9. **DISTRICT RULES & REGULATIONS:** It is understood and agreed that while on school grounds, Service Provider, its Independent Contractors and/or agents will obey District rules and regulations and will follow all reasonable directives of District's administrators and employees. Service Provider will furnish each individual providing service hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to District.
10. **CONFIDENTIALITY:** The District agrees to keep all information contained within this contract confidential and shall not disclose the contents thereof with Service Provider personnel or contractors, except as otherwise required by law.

11. **HIPAA:** 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, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
12. **INDEMNIFICATION & HOLD HARMLESS PROVISION:** Each party agrees that it shall defend, indemnify and hold harmless the other party, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties taken or made with respect to this Agreement.
13. **INSURANCE:** Service Provider, at its sole expense, shall procure and maintain such policies of comprehensive general liability as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Service Provider in connection with the performance of Service Provider's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000) in the event of injury or death to one person, and Three Million Dollars (\$3,000,000) in the event of injury or death to more than one person as the result of the same incident, Service Provider will provide District with a copy of said policy upon the execution of this Agreement.
14. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York.
15. **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.
16. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between Service Provider and District, and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.
17. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.
18. **DEFAULT & TERMINATION:** Either party may terminate the Agreement for the convenience and without cause, upon 30 days written notice to the other party, except that the referral fee and related provisions provided for above shall survive the termination of this contract.

19. SUCCESSORS & ASSIGNS: It is expressly understood that this Agreement shall not be assigned without prior written consent of the other party.

20. RATES: Rates for each professional service provider shall be as follows:

SEE ATTACHED

***Group Sessions:** Group rate is on a per student basis, with a minimum of 2 students per group. The service provider will bill the district at the Individual rate in the event the minimum number of 2 is not otherwise possible given caseload availability and/or similarity of need as required under Federal and NYS laws and regulations.

Presenter Services: The Presenter(s) will conduct a workshop in accordance with the terms described in a separate document agreed upon by and between the service Provider and the District and said document will be incorporated by reference into this agreement. The Presenter will provide to the District at least 3 (three) days prior to the event materials to be used in conjunction with his/her presentation, including photocopies and handouts which will be reproduced by the District in sufficient quantity with respect to the number of anticipated attendees.

Independent Contractor Status of Presenters: The relationship of any Presenter placed under this Agreement to both District and Service Provider shall be that of an Independent Contractor. Neither Service Provider nor the District shall be responsible for any withholding taxes, social security, Medicare, worker's compensation, health or disability benefits, unemployment, or employee benefits of any kind of Therapist hereunder.

Cancellation: Either party may cancel this event on three days' written or verbal notice to the other party without penalty.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN DULY EXECUTED AND SIGNED BY:

VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT

ACCESS 7 SERVICES, INC.

By:



By: Joann DiStefano, President

Date: _____

Date: 2/1/2024



Creating a Positively Positive Experience in Special Education

Request for Proposal VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT

Special Education and Related Services

Part I: Management and Qualifications

Access 7 Services, Inc. is a placement and educational company that provides special education related and professional services on an as-needed basis to school districts across Long Island (Nassau and Suffolk Counties) and in New York City. All Access 7 therapists and teachers are licensed and qualified to provide the within services to the school districts, and proof of such licenses and qualifications are provided to clients on an on-going and continuous basis.

Access 7 has provided related services to clients since 1998 and is managed by an owner with over thirty years' experience within the field of special education.

- **Jo DiStefano is the owner and Registered Occupational Therapist** with extensive experience within related services and placement, working with Special Education Directors, students, and parents, and overseeing provider services across all special education professional disciplines. We work closely with school district staff, professional therapists and teachers and parents to ensure a Free Appropriate Public Education (FAPE) is provided to special needs children in the Least Restrictive Environment. Access 7 related service professionals are monitored over the course of the school year to ensure mandate fulfillment and quality of services through periodic student Individualized Education Program (IEP) Progress Reporting, Annual Reviews, and CSE Meetings. In addition, we have developed several early educational programs utilizing Speech, Occupational Therapy and Special Education Teacher professionals, who function in coordination with RTI and early screening. Entitled "Smart Start," these multi-sensory development programs are designed to provide children with many of the tools necessary for future academic success and identify atypical or developmental delays early on when such identification is critical.



THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE
STATE FREEDOM OF INFORMATION LAW

Request for Proposal VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT

Special Education and Related Services

- **Dr. Jacqueline Harris serves as Executive Director for Access 7 Services.** A veteran special educator with over 35 years of experience serving children and families on Long Island, she uses her passion and expertise to assist school districts, clinicians, and parents in the development of equitable, high quality specialized services in the Least Restrictive Environment. With a Master's Degree in Educational Technology from LIU CW Post, Professional Diploma in School Leadership and Staff Development from the College of New Rochelle, Doctorate in Educational Leadership from St. John's University, and retired Deputy Superintendent of Schools, Dr. Harris has worked hard to master the skills necessary to lead educational programs, collaborate with colleagues, support practitioners, and engage parents. An accomplished and highly regarded special education expert, Dr. Harris has created inclusive school programs at the preschool, elementary, and secondary levels. Her notable work on disproportionality, access, and equity has been recognized locally, regionally, and nationally. She is an integral part of the branding, coordination of services, recruitment, and daily operations.
- **Ms. Lisa Sells-Asch serves as Access 7 Office Manager.** Lisa began her career as a speech pathologist and transitioned to leadership roles as a Director of Special Education and Assistant Superintendent for Special Services. Her passion as an advocate for neurodiverse individuals and her drive to impact the education and services provided to all students has led to Ms. Sells-Asch's tenure of over 30 years within the field of education. She earned her Master's Degree from Adelphi University in Speech Language Pathology/Audiology and her certification as a School District Administrator from Brooklyn College. She is a devoted professional who is consistently focused on student success. She has successfully guided the implementation of new programs and best practices for teaching and learning. Her ability to see the whole picture and work collaboratively with constituency groups fosters smooth and productive changes that ensures student access to high quality education.
- **Access 7 is an approved provider** of continuing education. Access 7 has presented at various functions including Long Island Division of American Occupational Therapy Association, School District Superintendent's Conference days, and is a frequent speaker at colleges and universities. We work closely with professional teams in developing RTI school-based programs; pre-vocational and vocational programs; and parent training programs.
- **Access 7 Therapists and Teachers** – Access 7 has professional relationships with hundreds of related services professionals across all professional disciplines. We have an extensive

6080 Jericho Turnpike, Suite 200 ■ Commack, NY 11725



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Request for Proposal VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT

Special Education and Related Services

screening process that ensures duly licensed and fingerprinted therapists and teachers are placed to meet school district needs on an on-going and timely basis consistent with Federal, State or Local statutes, rules, and regulations. Additionally, management conducts periodic reviews of all therapists and teachers to ensure constituent (school district and parent) satisfaction with respect to provider services.

- **Provider licensing credentials and other relevant information (i.e. resumes) shall be provided to the school district upon request for services.**



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Request for Proposal VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT

Special Education and Related Services

VENDOR INFORMATION

Owner Information

Jo DiStefano, President

Cell: (631) 766-0062

Email: jd@access7online.com

Website: www.access7online.com

Business Address

6080 Jericho Turnpike, Suite 200

Commack, New York 11725

E Mail: jd@access7online.com

Office: (631) 864-7770

Fax: (631) 864-77

Access 7 Services Clinical Staff:

Dr. Jacqueline Harris, Executive Director

Email: jh@access7online.com

Doreen Ivory ,BCBA Clinical Director

Email: di@access7online.com

Sandy Pierre Lewis , PCT Coordinator

Email: spl@access7online.com

Nicole Canterino, School based Field Service

Email: nc@access7online.com

Alex Kern, School Based Coordinator

Email: ak@access7online.com

Erin Sheehan, Occupational Therapy Coordinator

Email: es@access7online.com

Legal Counsel

Anthony Capatola, Esq.

Email: aacapetola@law.com

Access 7 Services Office Staff

Trisha Familio, Placement manager

Email: tf@access7online.com

Lisa Sells-Ash, Behavior Services Manager .

Email: lsells@access7online.com

Julianna Okpych

Email: jokpych@access7online.com

Comprehensive Speech and Language

Email: csi@access7online.com

Cassidy DiStefano RBT Coordinator

Email: cd@access7online.com

Accounting and Billing

Maria Adelman/Pat Frohlich

Email: ma@access7online.com

Email: billing@access7online.com

- **Insurance** – School districts with which Access 7 conducts business are listed as an additional insured for purposes of liability insurance. A certificate reflecting same is provided to school district at commencement of contract term. Please find attached current School District Insurance Certificate

6080 Jericho Turnpike, Suite 200 ■ Commack, NY 11725

Phone: 631-864-7770 ■ Fax: 631-864-7773 ■ Web: www.access7online.com ■ E-mail: jd@access7online.com



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Request for Proposal VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT

Special Education and Related Services

Access 7 has provided Placement and Educational services for numerous school districts on Long Island, including the following for the 2022-2023 school year:

Babylon UFSD	Bellmore Public Schools
Bellmore-Merrick CSD	Center Moriches UFSD
Carle Place UFSD	Commack UFSD
Central Islip UFSD	Copiague UFSD
Comsewogue UFSD	East Meadow UFSD
Deer Park UFSD	East Rockaway Public Schools
Eastport/South Manor CSD	Elmont UFSD
East Williston UFSD	Franklin Square UFSD
Floral Park UFSD	Garden City Public Schools
Freeport UFSD	Harborfields CSD
Great Neck UFSD	Herricks High School UFSD
Hauppauge UFSD	Huntington UFSD
Hewlett-Woodmere UFSD	Island Trees UFSD
Island Park UFSD	Lindenhurst UFSD
Levittown UFSD	Long Beach Public Schools
Locust Valley CSD	Malverne UFSD
Lynbrook UFSD	Massapequa Public Schools
Manhasset Public Schools	Middle Country CSD
Merrick UFSD	
New Hyde Park - Garden City Park UFSD	North Bellmore UFSD
North Babylon UFSD	Oceanside UFSD
North Shore CSD	Plainedge UFSD
Oyster Bay-East Norwich CSD	Rocky Point UFSD
Riverhead CSD	Roosevelt UFSD
Rockville Centre UFSD	Smithtown CSD
Seaford UFSD	Three Village CSD
Sewanhaka CSD	Valley Stream CHSD
South Huntington UFSD	Valley Stream UFSD#24
Uniondale UFSD	West Hempstead UFSD
Valley Stream UFSD #13	Western Suffolk BOCES
Valley Stream UFSD #30	West Islip UFSD
Westbury UFSD	

State Education Department's Guidance: The District acknowledges and directs the proposers(s)' attention to the existence of the State Education Department's (SED's) Guidance Memorandum regarding Contracts for Instruction dated July 29, 2016 and June 2, 2017.



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Request for Proposal VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT

Special Education and Related Services

XV. FORM OF AGREEMENT

Upon award of the contract, the Proposer agrees to enter into a formal written agreement with the School District, which agreement shall outline in detail the duties and obligations of the Proposer in connection with the performance of the services to be provided hereunder.

Notwithstanding the inclusion of a Form of Agreement herein, the terms and conditions set forth in the Request for Proposals are incorporated into the Form of Agreement by reference and shall form a part of the Agreement executed by the Board of Education and the successful Proposer.

NAME & ADDRESS OF VENDOR: Access 7 Services, Inc.
6080 Jericho Turnpike, Suite 200
Commack, New York 11725

FEDERAL EMPLOYER ID NO.: 27-3922775

TELEPHONE NUMBER: (631) 864-7770

FAX NUMBER: (631) 864-7773

SIGNATURE AND TITLE:



Joe DiStefano
President



Date

NO CONTRACT BECOMES BINDING UNTIL THE NECESSARY FUNDS HAVE BEEN APPROVED FOR THE FISCAL YEAR DURING WHICH THE CONTRACT IS IN EFFECT.



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Request for Proposal VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT

Special Education and Related Services

ATTACHMENT - REFERENCE FORM

REFERENCES

Company Name: Rockville Centre UFSD
Address: 128 Shepherds Street, Rockville Centre, New York 11570
Contact Person: Ms. Jeanne Love
Telephone No.: (516) 255-8815
Dates of Contract(s): 7/1/07, 7/1/08, 7/1/09, 7/1/10, 7/1/11, 7/1/12, 7/1/13, 7/1/14, 7/1/15,
7/1/16, 7/1/17, 7/1/18, 7/1/19, 7/1/20,7/1/21, 7/1/22,7/1/23

Company Name: Valley Stream Central Union Free School District
Address: One Kent Road Valley Stream , New York 11590
Contact Person: Dr. Bill Bushman
Telephone No.: (516) 8725649
Dates of Contract(s): 7/1/07, 7/1/08, 7/1/09, 7/1/10, 7/1/11, 7/1/12, 7/1/13, 7/1/14, 7/1/15,
7/1/16, 7/1/17, 7/1/18, 7/1/19, 7/1/20,7/1/217/1/22,7/1/23

Company Name: New Hyde Park-Garden City Park UFSD
Address: 1950 Hillside Avenue, New Hyde Park, NY 11040
Contact Person: Kim J. Levy
Telephone No.: (516) 434-2307
Dates of Contract(s): 7/1/07, 7/1/08, 7/1/09, 7/1/10, 7/1/11, 7/1/12, 7/1/13, 7/1/14, 7/1/15,
7/1/16, 7/1/17, 7/1/18, 7/1/19, 7/1/20.7/1/217/1/22,7/1/23

Company Name: Valley Stream UFSD #30
Address: 175 North Central Avenue, Valley Stream, New York 11580
Contact Person: Dr Jane Albert
Telephone No.: (516) 434-3600 Ext. 5232
Dates of Contract(s): 7/1/07, 7/1/08, 7/1/09, 7/1/10, 7/1/11, 7/1/12, 7/1/13, 7/1/14, 7/1/15,
7/1/16, 7/1/17, 7/1/18, 7/1/19, 7/1/20,7/1/217/1/22,7/1/23

Proposer's Name: **Access 7 Services, Inc.**

6080 Jericho Turnpike, Suite 200 ■ Commack, NY 11725

Phone: 631-864-7770 ■ Fax: 631-864-7773 ■ Web: www.access7online.com ■ E-mail: jd@access7online.com



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Request for Proposal VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT

Special Education and Related Services

Additional Information:

Access 7 is committed to the training and development of special education related service professionals in order to keep pace with emerging treatment techniques, issues and technologies, and that allow learners to maintain, develop and increase competencies in order to improve services to students with disabilities and enhance contributions to the various professions.

Toward this end, Access 7 is committed to retaining cutting edge professionals as trainers and lecturers across the many domains of special education, and offering in services, workshops and seminars to professionals across Long Island and New York State.

Access 7 has pending as of the date of this RFP submission continuing education applications for APA (American Psychological Association), as well as ASHA (American Speech-Language-Hearing Association).

New York State Minority-and Woman -Owned Business Enterprise (“WBE”)

File ID: # 61473

Certified in Nassau County, Suffolk County and New York City



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Request for Proposal VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT

Special Education and Related Services

Presenter Services:

The Presenter(s) will conduct a workshop in accordance with the terms described in a separate document agreed upon by and between the service provider and the district and said document will be incorporated by reference into this agreement. The Presenter will provide to the district at least three (3) days prior to the event materials to be used in conjunction with his/her presentation, including photocopies and handouts which will be reproduced by the District in sufficient quantity with respect to the number of anticipated attendees.

Independent Contractor Status of Presenters:

The relationship of any Presenter placed under this Agreement to both district and service provider shall be that of an Independent Contractor. Neither service provider nor the district shall be responsible for any withholding taxes, social security, Medicare, worker's compensation, health or disability benefits, unemployment, or employee benefits of any kind of therapist hereunder.

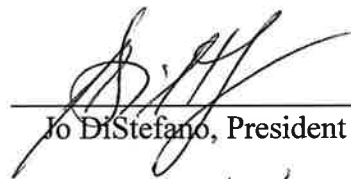
Cancellation:

Either party may cancel this event on three days' written or verbal notice to the other party without penalty.

Valley Stream # 24 Union free School District

Date: _____

Access 7 Services, Inc.



Jo DiStefano, President

Date: 2/1/2024



Access 7 Services Inc.

VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT Rates 2024-2025

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
ABA Skills Assessments		Individual	\$108.00	\$86.50		
ABA Skills Assessments	Spanish	Individual	\$151.00	\$86.50		
Administration Workshop (6hrs)					\$2,709.00	6 hours
Assistive Technology - Staff Development and Training			\$108.00			
Assistive Technology (AT) Consultation Services		Parent(s)	\$113.50	\$86.50		
Assistive Technology (AT) Consultation Services	Spanish	Parent(s)	\$129.00	\$86.50		
Assistive Technology (AT) Consultation Services		Individual	\$135.00	\$86.50		
Assistive Technology (AT) Consultation Services	Spanish	Individual	\$155.00	\$86.50		
Augmentative/Alternative Communication Evaluation (SLP)		Individual		\$86.50	\$2,384.00	
Augmentative/Alternative Communication Evaluation (SLP)	Spanish	Individual		\$86.50	\$2,786.00	
Augmentative/Alternative Communication Services		Individual	\$297.00	\$86.50		2 Hour Minimum
Augmentative/Alternative Communication Services	Spanish	Individual	\$325.00	\$86.50		2 Hour Minimum
Autism Consultation (BCBA/LBA/Doctoral)		Individual	\$173.00	\$86.50		
Autism Diagnostic Observation Schedule (ADOS)		Individual		\$86.50	\$1,393.00	
Autism Diagnostic Observation Schedule (ADOS)	Spanish	Individual		\$86.50	\$2,167.00	
Behavior Rating Scale (by Psychologist)		Individual	\$243.00	\$86.50		
Behavior Rating Scale (by Psychologist)	Spanish	Individual	\$352.00	\$86.50		
Behavior Rating Scale (by Special Educator)		Individual	\$190.00	\$86.50		
Behavior Rating Scale (by Special Educator)	Spanish	Individual	\$211.00	\$86.50		
Behavior Services by BCBA-HOME		Individual	\$157.00	\$86.50		
Behavior Services by BCBA-HOME	Spanish	Individual	\$175.00	\$86.50		
Behavior Services by BCBA-SCHOOL		Individual	\$136.00	\$86.50		
Behavior Services by BCBA-SCHOOL	Spanish	Individual	\$162.00	\$86.50		
Behavior Services by NON-BCBA-HOME		Individual	\$108.00	\$86.50		
Behavior Services by NON-BCBA-HOME	Spanish	Individual	\$151.00	\$86.50		

***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.

VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT Rates 2024-2025

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Behavior Services by NON-BCBA-SCHOOL		Individual	\$108.00	\$86.50		
Behavior Services by NON-BCBA-SCHOOL	Spanish	Individual	\$151.00	\$86.50		
Behavioral Aide (1:1 Paraprofessional)		Individual	\$55.00	\$86.50		
Behavioral Intervention Plan (BIP) Development		Individual		\$86.50	\$433.00	
Counseling in Home		Individual	\$108.00	\$86.50		
Counseling in School		Individual	\$98.00	\$86.50		
Counseling in School		Group	\$158.00	\$86.50		
CSE Chair and Administrative Consultant		Individual			\$1,495.00	DAILY RATE
Educational Consultant		Individual	\$380.00	\$86.50		
Educational Consultant full-day				\$86.50	\$2,167.00	
Educational Consultant half-day				\$86.50	\$1,290.00	
Evaluations - Assistive Technology (AT)		Individual		\$86.50	\$1,495.00	
Evaluations - Assistive Technology (AT)	Spanish	Individual		\$86.50	\$2,167.00	
Evaluations - Educational		Individual		\$86.50	\$300.00	
Evaluations - Educational	Spanish	Individual		\$86.50	\$387.00	
Evaluations - Functional Analysis		Individual		\$86.50	\$3,715.00	
Evaluations - Occupational Therapy		Individual		\$86.50	\$216.00	
Evaluations - Reading		Individual		\$86.50	\$387.00	
Evaluations - Wilson Reading		Individual		\$86.50	\$438.00	
Evaluations - Orton Gillingham		Individual		\$86.50	\$490.00	
Evaluations - Physical Therapy		Individual		\$86.50	\$325.00	
Evaluations - Psychiatric		Individual		\$86.50	\$2,167.00	
Evaluations - Psychoeducational		Individual		\$86.50	\$1,625.00	
Evaluations - Psychoeducational	Spanish	Individual		\$86.50	\$2,683.00	
Evaluations - Psychological		Individual		\$86.50	\$1,341.00	

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Access 7 Services Inc.

VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT Rates 2024-2025

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Evaluations - Psychological	Spanish	Individual		\$86.50	\$2,167.00	
Evaluations - Social History		Individual		\$86.50	\$268.00	
Evaluations - Social History	Spanish	Individual		\$86.50	\$335.00	
Evaluations - Speech Language		Individual		\$86.50	\$335.00	
Extended Day/After School program/Specialized Instruction		Group	\$163.00	\$86.50		
Feeding Therapy		Individual	\$173.00	\$86.50		
Feeding Therapy		Parent(s)	\$173.00	\$86.50		
Feeding Therapy		Staff/CSE member(s)	\$173.00	\$86.50		
Functional Behavior Assessments (by BCBA)		Individual		\$86.50	\$980.00	
Functional Behavior Assessments (by BCBA)	Spanish	Individual		\$86.50	\$1,625.00	
Home Tutoring/Instruction		Individual	\$108.00	\$86.50		
Job Coach On Site		Individual	\$136.00	\$86.50		
Nurse : Registered Nurse (RN)		Individual	\$103.00	\$86.50		
Nurse: LPN		Individual	\$82.50	\$86.50		
Occupational Therapy at Home		Individual	\$141.00	\$86.50		
Occupational Therapy at School		Individual	\$136.00	\$86.50		
Occupational Therapy at School		Group	\$206.00	\$86.50		
Occupational Therapy Classroom Consultation - in School		Individual	\$158.00	\$86.50		
Occupational Therapy Consultant in School		Individual	\$136.00	\$86.50		
Occupational Therapy Handwriting Groups		Group		\$86.50	\$108.00	Per Class
Occupational Therapy Whole Class Push-ins		Group		\$86.50	\$108.00	Per Class
Occupational Therapy Screening		Individual		\$86.50	\$82.50	
Parent Counseling & Training by BCBA-HOME			\$157.00	\$86.50		
Parent Counseling & Training by BCBA- HOME	Spanish		\$175.00	\$86.50		

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Access 7 Services Inc.

VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT Rates 2024-2025

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Parent Counseling & Training by BCBA-SCHOOL		Individual	\$136.00	\$86.50		
Parent Counseling & Training by BCBA-SCHOOL	Spanish		\$162.00	\$86.50		
Parent Counseling & Training by NON-BCBA-HOME		Individual	\$108.00	\$86.50		
Parent Counseling & Training by NON-BCBA-HOME	Spanish	Individual	\$151.00	\$86.50		
Participation in Team or Parent Meetings/Program Review		Individual		\$86.50		
Physical Therapy		Individual	\$216.00	\$86.50		
Physical Therapy		Group	\$98.00	\$86.50		Rate per student
Physical Therapy Screening		Individual		\$86.50	\$108.00	
Reading Services		Individual	\$216.00	\$86.50		
Reading Services		Group	\$433.00	\$86.50		No more than 3 students
Reading Services- Wilson Reading		Individual	\$271.00	\$86.50		
Reading Services -Wilson Reading		Group	\$650.00	\$86.50		No more than 3 Students
Reading Services-Orton-Gillingham		Individual	\$325.00	\$86.50		
Reading Services-Orton-Gillingham		Group	\$815.00	\$86.50		
Resource Room Services-HOME		Individual	\$103.00	\$86.50		
Resource Room Services-SCHOOL		Individual	\$98.00	\$86.50		
Resource Room Services-SCHOOL		Group	\$156.00	\$86.50		
School Psychologist					\$758.00	
School Aide (1:1 Paraprofessional)		Individual	\$36.00	\$86.50		DAILY RATE

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Email: jd@access7online.com



Access 7 Services Inc.

VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT Rates 2024-2025

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
School Shared Aide		Group	\$51.50	\$86.50		\$50 first 2 students \$15 each additional student
Special Education Teacher		Individual	\$108.00	\$86.50		
Special Education Teacher		Group	\$72.00	\$86.50		Rate per student
Speech/Language Consultant Teacher - in School			\$136.00	\$86.50		
Speech/Language Screening		Individual		\$86.50	\$82.50	
Speech/Language Services		Group	\$325.00	\$86.50		No more than 5 students
Speech/Language Services at Home		Individual	\$175.00	\$86.50		
Speech/Language Services at School		Individual	\$136.00	\$86.50		
Speech/PROMT Therapy		Individual	\$136.00	\$86.50		
Staff Development and Training-Aide Training			\$281.00			
Staff Development and Training- Behavioral Training			\$400.00			
Transition Coordinator		Individual	\$243.00	\$86.50		
Transition Coordinator	Spanish	Individual	\$271.00	\$86.50		
Travel Training		Individual	\$103.00	\$86.50		

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Email: jd@access7online.com

Data Security and Privacy Information

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

1. Exclusive Purpose for Data Use

- a. The exclusive purpose for which the student data (or teacher or principal data) will be uses by the service provider include.

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. PII will only be utilized in reviewing information necessary to complete the Service contract agreement.

Initial jd

2. Data accuracy / Correction Practices

- a. Parent (student, eligible student, teacher, or principal) may challenge the accuracy of the data by

Contacting:
Access 7 Services Inc.
6080 Jericho Turnpike
Suite 200
Commack, New York 11725
Attention: J DiStefano

Initial jd

3. Subcontractor Oversight Details

- a. This Contract has subcontractors: Yes No
- b. If yes, the contactor will ensure subcontractors abide by data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations by

The Contractor will only share PII with entities or persons authorized by the Service Agreement. The Contractor will not utilize Subcontractors without written contracts that require 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 Service Agreement, also will abide by school district and local regulations.

Initial jd

4. Security Practices

- a. The Data is stored. 6080 Jericho Turnpike, Suite 200 Commack New York 11725
- b. The security protection taken to ensure data will be protected include.

Password protected computers timed out after 5 minutes of inactivity, stored in a locked office within a professional office building with 24-hour security camera.
Storage of Non-Electronic Data: Data will be stored in a locked cabinet, within a locked office within a professional building with 24-hour security cameras.

Initial JS

5. Contract Lifecycle Practices

- a. The agreement expires June 30, 2024
- b. When the agreement expires, the student's data (or teacher or principal data will be

Electronic data will be deleted and destroyed. Non-electronic data will be returned to the school district and or professionally shredded and destroyed.

Initial JS

6. Encryption Practices

- a. Data encryption practices to protect data include:

Data will be encrypted while in motion and at rest.

7. Training Practices

- a. Training on federal and state laws governing confidentiality to any officers, employees, or assignees who have access to student (or teacher or principle data).

YES NO

Initial JS

ACCESS 7 SERVICES INC

COMPANY Name

J Di Stefano President

Name and Title of Contact Person

Date

2/1/2024

Acknowledge by:



Return to:

VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT

EXHIBIT A

VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT DATA PRIVACY AGREEMENT

Between

VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT
and

ACCESS 7 SERVICES INC

This Data Privacy Agreement ("DPA") is by and between the **VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT** ("the District") and **ACCESS 7 SERVICES INC** ("the Contractor"), collectively, "the Parties."

ARTICLE I: DEFINITIONS

As used in this DPA, the following terms have the following meanings:

1. **Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information of District Data , or a breach of the Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.
2. **Commercial or Marketing Purpose:** The sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.
3. **Disclose:** To permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written, or electronic, whether intended or unintended.
4. **District Data:** All information obtained by the Contractor from the District or by the Contractor in connection with the Services provided by the Contractor pursuant to the Service Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, "District Data" does not include any information made publicly available by the District, except Personally Identifiable Information from student and personnel data which will be considered "District Data" regardless of whether or not it is made public.
5. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
6. **Educational Agency:** As defined in Education Law 2-d, a school district, board of cooperative educational services, School, or the New York State Education Department.
7. **Eligible Student:** A student who is eighteen years of age or older.

8. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR § 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
9. **NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
10. **Parent:** A parent, legal guardian, or person in parental relation to the Student.
11. **Personally Identifiable Information (“PII”):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g , and Teacher or Principal APPR Data, as defined below.
12. **Release:** Has the same meaning as Disclose.
13. **Service Agreement:** The agreement between the District and the Contractor dated **July 1, 2024**
14. **Services:** The services provided by the Contractor to the District pursuant to the Service Agreement.
15. **School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
16. **Student:** Any person attending or seeking to enroll in an Educational Agency.
17. **Student Data:** Personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g. Personally identifiable information includes, but is not limited to: (i) a person’s name or address or the names or addresses of a Student’s parents or other family members; (ii) any personal identifier (*e.g.*, SSN, student number or biometric record); (iii) indirect identifiers (*e.g.*, date of birth, place of birth, or mother’s maiden name); (iv) other information that alone or in combination is linked or linkable to a specific individual and would allow a reasonable person in the District community who does not have personal knowledge of the relevant circumstances to identify the individual with reasonable certainty; and (v) any information requested by a person who the District or the Contractor reasonably believes know the identity of the person to whom a record relates.

18. Subcontractor: The Contractor's non-employee agents, consultants and/or other persons or entities not employed by the Contractor who are engaged in the provision of Services pursuant to the Service Agreement.

19. Teacher or Principal APPR Data: Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to Release pursuant to the provisions of Education Law §§ 3012-c and 3012-d.

ARTICLE II: PRIVACY AND SECURITY OF PII

1. Compliance with Law.

In order for the Contractor to provide Services to the District pursuant to the Service Agreement; the Contractor may receive District Data regulated by several New York and federal laws and regulations, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §§ 6501-6506 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); New York Education Law § 2-d; and the Commissioner of Education's Regulations at 8 NYCRR Part 121. The Parties enter this DPA to address the requirements of New York law and to protect District Data. The Contractor agrees to maintain the confidentiality and security of District Data in accordance with applicable New York, federal and local laws, rules, and regulations.

2. Authorized Use.

The Contractor has no property or licensing rights or claims of ownership to District Data, and the Contractor must not use District Data for any purpose other than to provide the Services set forth in the Service Agreement. The Contractor agrees that neither the Services provided to the District nor the manner in which the Services are provided by the Contractor will violate applicable New York, federal and local laws, rules, and regulations.

If the Contractor has access to District Data that is subject to the Family Educational Rights and Privacy Act ("FERPA"), the Contractor acknowledges that for purposes of this Agreement it will be designated as a "school official" with a "legitimate educational interest" pursuant to FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials.

3. Collection of Data.

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

4. Data Security and Privacy Plan.

The Contractor must adopt and maintain administrative, technical, and physical safeguards, measures and controls to manage privacy and security risks and protect District Data in a manner that complies with New York, federal and local laws, rules and regulations and the District's policies. Education Law § 2-d requires that the Contractor provide the District with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable state, federal and local data security and privacy requirements. The Contractor's Data Security and Privacy Plan is attached to this DPA as Exhibit C and is incorporated into this DPA.

5. The District's Data Security and Privacy Policy

State law and regulation requires the District to adopt a data security and privacy policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. The Contractor represents and warrants that it will comply with the District's data security and privacy policy and other applicable policies.

6. Right of Review and Audit.

Upon request by the District, the Contractor will provide the District with copies of its policies and related procedures that pertain to the protection of PII and District Data. The policies and procedures may be made available in a manner that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws. In addition, Contractor may be required by the District to undergo an audit of Contractor's privacy and security safeguards, measures and controls as they pertain to alignment with the requirements of applicable New York, federal and local laws, rules and regulations, the District policies applicable to the Contractor, and alignment with the NIST Cybersecurity Framework performed by an independent third party at the Contractor's expense, and provide the written audit report to the District. The Contractor may provide the District with a recent industry standard audit report performed by an independent third party on the Contractor's privacy and security practices as an alternative to undergoing an audit. The determination of whether the previously prepared audit report is "recent" will be determined by the District in its sole judgment.

7. Access to/Disclosure of District Data

- (a) The Contractor agrees that it will limit the Contractor's internal access to and only Disclose PII to the Contractor's officers, employees and Subcontractors who need to access the PII in order to provide the Services and that the disclosure of PII will be limited to the extent necessary to provide the Services pursuant to the Service Agreement. The Contractor must take all actions necessary to ensure that all its officers, employees and Subcontractors comply with the terms of this DPA.
- (b) The Contractor must ensure that each Subcontractor performing functions pursuant to the Service Agreement where the Subcontractor will receive or have access to District Data must be 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 DPA.

- (c) The Contractor must examine the data security and privacy measures of its Subcontractors prior to utilizing the Subcontractor to ensure compliance with this DPA. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, the Contractor must: notify the District and prevent the Subcontractor's continued access to District Data; and, as applicable, retrieve all District Data received or stored by Subcontractor and/or ensure that District Data has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the Subcontractor compromises PII, the Contractor must follow the Data Breach reporting requirements set forth herein.
- (d) The Contractor will take full responsibility for the acts and omissions of its officers, employees, and Subcontractors.
- (e) The Contractor must not Disclose District Data to any other party (a party other than the Contractor's officers or employees or Subcontractors who does not need access to the District Data to provide the Services pursuant to the Service Agreement) without the prior written consent of the District (if necessary, the District will obtain the required consent(s) from third parties) unless the disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify the District of the court order or subpoena in advance of compliance but in any case, provides notice to the District no later than the time the District Data is disclosed, unless such disclosure to the District is expressly prohibited by the statute, court order or subpoena.
- (f) Except as prohibited by law, the Contractor will: (i) immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by the Contractor seeking District Data; (ii) consult with the District regarding the Contractor's response; (iii) cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and (iv) upon the District's request, provide the District with a copy of the Contractor's response.
- (g) Upon the District's request, the Contractor agrees that it will promptly make any District Data held by the Contractor available to the District.

8. Training.

The Contractor must ensure that all its officers, employees and Subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of the data prior to receiving access.

9. Term and Termination.

This DPA will be effective as of the date the Services Agreement is effective and will terminate on the termination of the Services Agreement. However, the obligations of the parties pursuant to this DPA will survive the expiration of the Service Agreement and will continue until the Contractor and Subcontractors no longer retain PII and no longer retain access to PII.

10. Data Return and Destruction of Data.

- (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the District, and the Contractor 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 the District, unless such retention is expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties, expressly requested by the District for purposes of facilitating the transfer of PII to the District or expressly required by law. As applicable, upon expiration or termination of the Service Agreement, the Contractor will transfer PII, in a format agreed to by the Parties to the District.
- (b) If applicable, once the transfer of PII has been accomplished in accordance with the District's written election to do so, the Contractor agrees to return or destroy all PII when the purpose that necessitated its receipt by the Contractor has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, or electronic imaging of hard copies) as well as any and all PII maintained on behalf of the Contractor in a secure data center and/or in cloud-based facilities that remain in the possession of the Contractor or its Subcontractors, the Contractor will 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.
- (c) The Contractor will provide the District with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors.
- (d) To the extent that the Contractor 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), the Contractor agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

11. Commercial or Marketing Use Prohibition.

Contractor agrees that it will not sell PII or use or Disclose PII for a Commercial or Marketing Purpose.

12. Encryption.

The Contractor will use industry standard security measures including Encryption protocols that comply with New York law and regulations to preserve and protect PII. Contractor must Encrypt PII at rest and in transit in accordance with applicable New York laws and regulations.

13. Storage.

Contractor must store all District Data within the United States of America.

14. Breach.

- a. The Contractor must promptly notify the District of any Breach of PII in the most expedient way possible and without unreasonable delay and in no event more than seven calendar days after discovery of the Breach. Notifications required pursuant to this section must be in writing and by email (if email address is provided) and personal delivery or nationally recognized overnight carrier. Notifications must 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 Contractor's investigation; and the contact information for representatives who can assist the District. Violations of the requirement to notify the District are subject to civil penalty(ies) pursuant to Education Law § 2-d. The Breach of certain PII protected by Education Law §2-d may subject the Contractor to additional penalties.
- b. Notifications required to be made to the District pursuant to this paragraph must be sent to the following people at the following addresses:

VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT
Superintendent of Schools

15. Cooperation with Investigations.

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' officers, employees, or Subcontractors, as related to such investigations, will be the sole responsibility of the Contractor if the Breach is attributable to Contractor or its Subcontractors.

16. Notification to Individuals.

Where a Breach of PII occurs that is attributable to Contractor, Contractor will pay for or promptly reimburse the District for the full cost of the District's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law § 2-d and 8 NYCRR Part 121.

ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

1. Parent and Eligible Student Access.

Education Law § 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by the District. To the extent Student Data is held by the Contractor pursuant to the Service Agreement, the Contractor must respond within 20 calendar days to the District's requests for access to Student Data so the District can facilitate review by a Parent or Eligible Student, and facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by the Contractor pursuant

to the Service Agreement, the Contractor must promptly notify the District and refer the Parent or Eligible Student to the District.

2. Bill of Rights for Data Privacy and Security.

As required by Education Law § 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Service Agreement are annexed hereto as Exhibit A and Exhibit B, respectively, and incorporated into this DPA. The Contractor must complete and sign Exhibits A and B. Pursuant to Education Law § 2-d, the District is required to post the completed Exhibit B on its website.


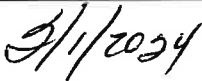
ARTICLE IV: MISCELLANEOUS

1. Priority of Agreements and Precedence.

In the event of a conflict between and among the terms and conditions of this DPA, including all Exhibits attached hereto and incorporated herein and the Service Agreement, the terms and conditions of this DPA will govern and prevail, will survive the termination of the Service Agreement in the manner set forth herein, and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

2. Execution.

This DPA may be executed in one or more counterparts, all of which will be considered one and the same document, as if all parties had executed a single original document and may be executed utilizing an electronic signature and/ or electronic transmittal, and each signature thereto will be and constitute an original signature, as if all parties had executed a single original document.

VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT	ACCESS 7 SERVICES INC.
By: (Signature)	By: (Signature) 
(Printed Name)	(Printed Name) J. DiStefano
(Title)	(Title) President
Date:	Date: 

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

Education Law § 2-d

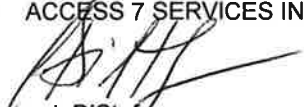
PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The **VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT** is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the District wishes to inform the school community of the following:

- 1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- 2) Parents have the right to inspect and review the complete contents of their child's education record.
- 3) State and federal laws protect the confidentiality of personally identifiable 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.
- 4) A complete list of all student data elements collected by the State is available for public review at:
<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- 5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be directed to the Chief Privacy Officer via email at:
CPO@mail.nysed.gov.

Contractor ACCESS 7 SERVICES INC

Signature:



Printed Name: J. DiStefano

Title: President

Date:



EXHIBIT B: BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY -

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

Pursuant to Education Law § 2-d and 8 NYCRR § 121.3, the District is required to post information to its website about its contracts with third-party contractors (“Service Agreements”) that will receive Personally Identifiable Information (“PII”) from Student Data or Teacher or Principal APPR Data.

Name of Contractor	ACCESS 7 SERVICES INC
Term of Service Agreement	Agreement Start Date: July 1, 2024 Agreement End Date: June 30,2025
Description of the purpose(s) for which Contractor will receive/access/use PII	List Purposes: 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. PII will only be utilized in reviewing information necessary to complete Service contract agreement.
Type of PII that Contractor will receive/access	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> Teacher or Principal APPR Data
Subcontractor Written Agreement Requirement	The Contractor will only share PII with entities or persons authorized by the Service Agreement. The Contractor will not utilize Subcontractors without written contracts that require 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 Service Agreement. Check applicable option. <input type="checkbox"/> Contractor will not utilize Subcontractors. <input checked="" type="checkbox"/> Contractor will utilize Subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Service Agreement, the Contractor will, as directed by the District in writing: • 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.

	<ul style="list-style-type: none"> Securely delete and destroy data by taking actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by both ordinary and extraordinary means.
Challenges to Data Accuracy	<p>Parents, students, 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 the Contractor. The Contractor agrees to facilitate such corrections within 21 calendar days of receiving the District's written request.</p>
Secure Storage and Data Security	<p>The Contractor will store and process District Data in compliance with § 2-d(5) and applicable regulations of the Commissioner of Education, as the same may be amended from time to time, and in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure district Data from unauthorized access, disclosure, alteration, and use. The Contractor will use legally required, industry standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services pursuant to the Service Agreement. The Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.</p> <p>Please describe where PII will be stored, and the security protections taken to ensure PII will be protected, and data security and privacy risks mitigated in a manner that does not compromise the security of the data:</p> <p>(a) Storage of Electronic Data (check all that apply):</p> <p><input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input checked="" type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p> <p>(b) Storage of Non-Electronic Data: Yes, stored in a locked cabinet, within a locked office within professional building with 24-hour security cameras</p> <p>(c) Personnel/Workforce Security Measures: Password protected computers timed out after 5 minutes of inactivity, stored in a locked office within a professional office building with 24-hour security camera.</p>

	<p>(d) Account Management and Access Control Necessary Data to complete Services Contract will be provided to therapist. All access to PII will be removed once service contract expires.</p> <p>(e) Physical Security Measures PII is stored within a password protected computer in a locked office within a professional building with 24 cameras</p> <p>(f) Other Security Measures Passwords are immediately terminated upon expiration of Services Contract and or termination of Therapist.</p>
Encryption	Data will be encrypted while in motion and at rest.

Contractor: ACCESS 7 SERVICES INC

Signature

Printed Name: J DiStefano

Title: President

Date:

2/1/2024

EXHIBIT C - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The **VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT** is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. The Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York State. The terms of the plan cannot conflict with any other terms of or Exhibits to the Data Privacy Agreement to which this Exhibit C is attached. **While this plan is not required to be posted to the District's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems. DO NOT LIMIT RESPONSES TO THE SPACES PROVIDED.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract	<u>Review specific data necessary for</u> <u>Service contract agreement. student</u> <u>IEP information, health concerns and</u> <u>parental contact information</u>
2	Specify the administrative, operational, and technical safeguards and practices that you have in place to protect PII.	<u>Data is stored on a timed out password</u> <u>protected computer in a locked office</u> <u>within a professional building with 24</u> <u>hour security cameras.</u>
3	Specify how your officers, employees and Subcontractors who have access to PII pursuant to the Service Agreement will receive training on the federal and State laws that govern the confidentiality of PII.	<u>Access 7 officers, employees, and</u> <u>subcontractors are required to</u> <u>complete yearly workshop</u>
4	Outline the processes that ensure that your officers, employees, and Subcontractors are bound by written agreement to the requirements of the Service Agreement, at a minimum.	<u>Access 7 officers, employees, and</u> <u>subcontractors are HIPPA compliant,</u> <u>background and fingerprinted,</u> <u>Subcontractor must comply with Office</u> <u>of the profession's rules and</u> <u>regulations</u>
5	Specify how you will manage any data security and privacy incidents	<u>Access 7'S IT department has in place</u> <u>many security programs to protect PII</u> <u>Access 7 has secure server which is</u>

	that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the District.	<u>protected and alert installed if any suspicious activity is noted, computer usage will be blocked until issue is resolved.</u>
6	Describe how data will be transitioned to the District when no longer needed by you to meet your contractual obligations, if applicable.	<u>Data will be returned to district by END DATE of Service Contract agreement in a secure electronic maannon and passwords will be terminated. Data will be destroyed</u>
7	Describe your secure destruction practices and how certification will be provided to the District.	<u>Legal professional company will pick up all non electronic files and professional destroy information. Copy of receipt can be provided to district</u>
8	Outline how your data security and privacy program/practices align with the District's applicable policies.	<u>Access 7 practices is in alignnace with school district policies and procedures</u>
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	<i>PLEASE USE TEMPLATE BELOW</i>

EXHIBIT C.1 – NIST CSF TABLE

The table below will aid the review of a Contractor’s Data Privacy and Security Plan. Contractors should complete the Contractor Response sections in the table below to describe how their policies and practices align with each category in the Data Privacy and Security Plan template. To complete these 23 sections, a Contractor may: (i) Demonstrate alignment using the National Cybersecurity Review (NCSR) Maturity Scale of 1-7 ; (ii) Use a narrative to explain alignment (may reference its applicable policies); and/or (iii) Explain why a certain category may not apply to the transaction contemplated. Further informational references for each category can be found on the NIST website at <https://www.nist.gov/cyberframework/new-framework>. Please use additional pages if needed.

Function	Category	Contractor Response
IDENTIFY (ID)	Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization’s risk strategy.	<u>Physical devices and systems within the organization are inventoried, software platforms are inventoried, external information systems are catalogued cybersecurity roles and responsibilities are established</u>
	Business Environment (ID.BE): The organization’s mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions	<u>Access 7’s role in the supply chain is identified and communicated Priorities for organizational mission, objectives, and activities are established and communicated Dependencies and critical functions for delivery of critical services are established Resilience requirements to support delivery of critical services are established</u>
	Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization’s regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	<u>Organizational information security policy is established Information security roles & responsibilities are coordinated and aligned with internal roles and external partners Legal and regulatory requirements regarding cybersecurity, including privacy and civil liberties obligations, are understood and managed Governance and risk management processes address cybersecurity risks</u>
	Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational	<u>Asset vulnerabilities are identified and documented</u>

	<p>operations (including mission, functions, image, or reputation), organizational assets, and individuals.</p>	<p><u>Threat and vulnerability information is received from information sharing forums and sources</u> <u>Threats, both internal and external, are identified and documented</u> <u>Potential business impacts and likelihood are identified</u> <u>Threats, vulnerabilities, likelihoods, and impacts are used to determine risk</u></p> <p><u>Risk responses are identified and prioritized.</u></p>
	<p>Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.</p>	<p><u>Risk management processes are established, managed, and agreed to by organizational stakeholders</u> <u>Organizational risk tolerance is determined and clearly expressed</u> <u>The organization's determination of risk tolerance is informed by its role in critical infrastructure and sector specific risk analysis</u></p>
	<p>Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.</p>	<p><u>Risk management processes are established, managed, and agreed to by organizational stakeholders</u> <u>Organizational risk tolerance is determined and clearly expressed</u> <u>The organization's determination of risk tolerance is informed by its role in critical infrastructure and sector specific risk analysis</u></p>
	<p>Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.</p>	<p><u>Identities and credentials are managed for authorized devices and users</u> <u>Physical access to assets is managed and protected</u> <u>Remote access is managed</u> <u>Access permissions are managed, incorporating the principles of least privilege and separation of duties</u> <u>Network integrity is protected, incorporating network segregation where appropriate</u></p>
	<p>Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.</p>	<p><u>All users are informed and trained</u> <u>Privileged users understand roles & responsibilities</u> <u>Third-party stakeholders (e.g., suppliers, customers, partners) understand roles & responsibilities</u> <u>Senior executives understand roles & responsibilities</u> <u>Physical and information security personnel understand roles & responsibilities</u></p>

<p>PROJECT (PR)</p>	<p>Data Security (PR.DS): Information and records (data) are managed consistent with the organization’s risk strategy to protect the confidentiality, integrity, and availability of information.</p>	<p><u>Data-at-rest is protected</u> <u>Data-in-transit is protected</u> <u>Assets are formally managed throughout removal, transfers, and disposition</u> <u>Adequate capacity to ensure availability is maintained</u> <u>Protections against data leaks are implemented</u> <u>Integrity checking mechanisms are used to verify software, firmware, and information integrity</u></p> <p><u>The development and testing environment(s) are separate from the production environment</u></p>
	<p>Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.</p>	<p><u>A baseline configuration of information technology/industrial control systems is created and maintained</u> <u>A System Development Life Cycle to manage systems is implemented</u> <u>Configuration change control processes are in place</u> <u>Backups of information are conducted, maintained, and tested periodically</u> <u>Policy and regulations regarding the physical operating environment for organizational assets are met</u> <u>Data is destroyed according to policy</u> <u>Protection processes are continuously improved</u> <u>Effectiveness of protection technologies is shared with appropriate parties</u> <u>Response plans (Incident Response and Business Continuity) and recovery plans (Incident Recovery and Disaster Recovery) are in place and managed</u> <u>Response and recovery plans are tested</u> <u>Cybersecurity is included in human resources practices (e.g., deprovisioning, personnel screening)</u> <u>A vulnerability management plan is developed and implemented</u></p>
	<p>Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.</p>	<p><u>Maintenance and repair of organizational assets is performed and logged in a timely manner, with approved and controlled tools</u> <u>Remote maintenance of organizational assets is approved, logged, and performed in a manner that prevents unauthorized access</u> <u>Audit/log records are determined, documented, implemented, and reviewed in accordance with policy</u></p>

	<p>Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.</p>	<p><u>Removable media is protected and its use restricted according to policy</u> <u>Access to systems and assets is controlled, incorporating the principle of least functionality</u> <u>Communications and control networks are protected</u></p>
<p>DETECT (DE)</p>	<p>Anomalies and Events (DE.AE): Anomalous activity is detected and the potential impact of events is understood.</p>	<p><u>A baseline of network operations and expected data flows for users and systems is established and managed</u> <u>Detected events are analyzed to understand attack targets and methods</u> <u>Event data are aggregated and correlated from multiple sources and sensors</u> <u>Impact of events is determined</u> <u>Incident alert thresholds are established</u></p>
	<p>Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.</p>	<p><u>The network is monitored to detect potential cybersecurity events</u> <u>The physical environment is monitored to detect potential cybersecurity events</u> <u>Personnel activity is monitored to detect potential cybersecurity events</u> <u>Malicious code is detected</u> <u>Unauthorized mobile code is detected External service provider activity is monitored to detect potential cybersecurity events</u> <u>Monitoring for unauthorized personnel, connections, devices, and software is performed</u> <u>Vulnerability scans are performed</u></p>
	<p>Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.</p>	<p><u>Roles and responsibilities for detection are well defined to ensure accountability</u> <u>Detection activities comply with all applicable requirements</u> <u>Detection processes are tested</u> <u>Event detection information is communicated to appropriate parties</u> <u>Detection processes are continuously improved</u></p>

RESPOND (RS)	<p>Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.</p>	<p><u>Response plan is executed during or after an event</u></p>
	<p>Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).</p>	<p><u>Personnel know their roles and order of operations when a response is needed</u> <u>Events are reported consistent with established criteria</u> <u>Information is shared consistent with response plans</u> <u>Coordination with stakeholders occurs consistent with response plans</u> <u>Voluntary information sharing occurs with external stakeholders to achieve broader cybersecurity situational awareness</u></p>
	<p>Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.</p>	<p><u>Notifications from detection systems are investigated</u> <u>The impact of the incident is understood</u> <u>Forensics are performed</u> <u>Incidents are categorized consistent with response plans</u></p>
	<p>Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.</p>	<p><u>Incidents are contained</u> <u>Incidents are mitigated</u> <u>Newly identified vulnerabilities are mitigated or documented as accepted risks</u></p>
	<p>Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.</p>	<p><u>Recovery plans incorporate lessons learned</u> <u>Recovery strategies are updated</u></p>
RECOVER (RC)	<p>Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.</p>	<p><u>Recovery plan is executed during or after an event</u></p>
	<p>Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.</p>	<p><u>Recovery plans incorporate lessons learned</u> <u>Recovery strategies are updated</u></p>
	<p>Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).</p>	<p><u>Public relations are managed</u> <u>Reputation after an event is repaired</u> <u>Recovery activities are communicated to internal stakeholders and executive and management teams</u></p>

SERVICE AGREEMENT

This Agreement is entered into this 1st day of July by Achieve Beyond, (hereinafter "Agency") and Valley Stream Union Free School District 24

TERM:

The terms of this agreement shall be in effect beginning July 1st 2024 through June 30th 2025; unless terminated sooner in accordance with the terms of this Agreement

NOW THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:

CONDITIONS:

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

1. Agency shall be deemed an independent contractor, and the professionals provided hereunder are not employees of the District.
2. District may accept or reject the services of any professionals provided by the Agency for the District. The Agency shall make every reasonable effort to locate suitable professionals for the District when so requested.
3. The District shall not enter into a separate agreement without written consent of the Agency, with any practitioner referred by or working through or with the Agency to the District hereunder for the duration of this agreement and for a period of one year from the expiration or other termination of this agreement.
4. This contract, and any amendments to this contract, will not be in effect until approved by both parties.

SERVICES AND RESPONSIBILITIES:

1. During the term of this agreement, Agency will provide the District with individual professionals to perform Psychological, Speech Language, Educational and Social History Evaluations and Special Education Teacher Services
2. The professionals provided to perform the services herein specified shall be free to exercise their own professional discretion as to the means and manner in which these services are to be performed in compliance with the child's IEP and pursuant to New York State Law. However, such performance shall be in accordance with all Federal, State, local and/or District law, rules, regulations and/or policies, as well as currently approved methods and practices of their profession.
3. The Agency shall verify the existence and validity of professional licenses and other appropriate credentials. Upon request, copies of such credentials shall be made available to the District by the Agency.
4. The Agency shall be responsible for compliance with the requirements of Project SAVE and the SAFE SCHOOL ACTS with the respect to any person providing services under the terms of this agreement. All person providing services by or through the Agency under the terms of this agreement shall have received appropriate finger printing clearances as required by law.
5. The Agency shall make every reasonable effort to make appropriate personnel available to participate in District 504 and Committee on Special Education ("CSE")

meetings, where appropriate. In addition, the Agency shall provide the District with a copy of any progress reports, testing and/or observation reports which are prepared in connection with the services provided pursuant to this agreement.

6. Services shall be provided to all persons regardless of race, creed, color, national origin, sex, sponsor or disability.
7. The District shall advise the Agency promptly of any problems or situations requiring rectification.
8. The Agency shall comply with all Federal, State local and/or District law, rules, regulations and/or policies. The Agency agrees that personal information received under this Agreement shall remain confidential, as may be appropriate, and that such information will not be released, except in accordance with Federal, State local and/or District law, rules, regulations and/or policies, including but not limited to those requirements which pertain to student records.
9. During the term of the contract, including any extensions, the district may not knowingly recruit, solicit or hire any Achieve Beyond employees or consultants assigned to this project for the period of this contract and for *(one, two, three)* years after.

COMPENSATION:

1. Agency will bill the District ***per hour at \$110*** for Consultant Special Education Teacher Services (therapy session) with concentration in Applied Behavior Analysis and Behavioral/Parent Training/Counseling that are to be provided at the child's home, at the District or at a daycare facility. Fees will be prorated if services performed require less or more than an hour. Services will be billed for each session; however, the District shall not be billed for a session if the Agency's provider has not attended the session for any reason whatsoever.
2. Consulting Services (Staff Development workshops, training and support to Classroom teachers and other district staff regarding Autism Spectrum Disorders, Provision of recommendations for ongoing needs as requested by the district, or any Service conducted by a BCBA) ***\$150 per Hour***
3. Agency will bill the District ***per hour at \$75*** for Teacher Assistant, Behavior Therapists and 1:1 Aide Services that are to be provided at the child's home, at the District or at a daycare Facility
4. ***\$70 per half hour*** for ***Individual*** Related Services (SP, PT, OT). Rate will be prorated based on the duration approved for the service. Services will be provided by licensed speech pathologists, occupational therapists and physical therapists.
5. ***\$55 per half hour for group*** for Related Services (SP, PT, OT) per child with IEP in ***a group session***. With a minimum of 2 children with IEP required for each group session. Services will be provided by licensed speech pathologists, occupational therapists and physical therapists. If only one child is present for a group session, the session will be billed at the individual rate.
6. ***\$90 per hour for oral Translation Services***. A minimum of one hour is required. Travel expenses are included within the rate. Translations are not provided for evaluations.
7. ***\$50 per page for written Translation Services***. A minimum of one page is required.
8. ***\$90 per 60 minutes for Meeting Attendance***. This will include provider attendance at any meeting requested by the school district.

9. Agency will bill the District per evaluation. Rates are as follows:

For Children ages 5-10

	English	Other Language
Psychological	\$ 450	\$ 585
ADOS	\$ 450	\$ 585
Speech	\$ 375	\$ 455
Educational	\$ 345	\$ 400
FBA/BIP	\$ 345	\$ 400
Social History	\$ 230	\$ 270
Occupation Therapy Eval	\$ 375	\$ 455
Physical Therapy Eval	\$ 375	\$ 455

For Children ages 11-21

	English	Other Language
Psychological	\$ 505	\$ 610
ADOS	\$ 505	\$ 610
Speech	\$ 400	\$ 505
Educational	\$ 380	\$ 455
FBA/BIP	\$ 345	\$ 400
Social History	\$ 230	\$ 295
Occupation Therapy Eval	\$ 400	\$ 505
Physical Therapy Eval	\$ 400	\$ 505

10. For any other evaluation testing, prices will be quoted and agreed upon by both parties
11. If any other therapy services or evaluations are needed, the Agency will undertake those referrals at a separate rate. A new service agreement will be executed.
12. Invoices will be submitted once a month and payment **MUST BE** paid in full within 30 days of the receipt of such invoice.

Submit all **payments** to: Achieve Beyond
Finance Department
7000 Austin Street, Suite 200
Forest Hills, NY 11375

Submit all **correspondence** to: Achieve Beyond
225 Broadhollow Road Suite 402
Melville, NY 11747

13. Continuation of services is dependent upon timely payment of invoices.

INSURANCE:

Agency, at its sole expense, shall procure and maintain during the term of this Agreement

the following insurance policies naming the District as additional insured:

- (i) malpractice insurance covering all services performed pursuant to this agreement and having coverage limits of at least \$1,000,000 per incident and \$3,000,000 annual aggregate for professional liability;
- (ii) Comprehensive General Liability in the amount of \$1,000,000. Upon the execution of this agreement, Agency will supply the District with a certificate of insurance evidencing same.

INDEMNIFICATION:

Agency agreed to defend, indemnify and hold harmless the District, its Board of Education, the Board's agents, officers, trustees, attorneys and employees, all in their individual and corporate capacities, from any and all causes of action, claims, liabilities, losses, costs, damages and expense, including but not limited to attorney's fees, arising out of or resulting from the Agency's performance of this agreement, except by reason of the errors, omissions or breach of this agreement by the District.


DEFAULT AND TERMINATION:

Either the Agency or District may terminate this agreement without cause upon thirty (30) days prior written notification to the other party. Such notice shall be given by registered or certified mail. In the event the Agency or District terminates this agreement, with or without cause, Agency shall not be liable to the District for further services, and the District shall only remain obligated to pay the Agency for the services that were provided prior to the date of termination.

ENTIRE AGREEMENT:

- 1. This agreement contains the entire agreement between the parties and shall not be modified, except in writing, and signed by both parties.
- 2. This agreement shall be governed in all respects by the laws of the State of New York.
- 3. Should any part of this agreement, for any reason, be declared invalid, such invalidity shall not affect the validity of any remaining parts of this agreement. Such remaining parts shall remain in full force as if this agreement has been executed with the invalid part eliminated.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

Representative of District


Kristin English Program Director

Date
2/1/2024

Date

Valley Stream UFSD #24
LETTER OF AGREEMENT FOR PROVISION OF EVALUATION & THERAPY SERVICES TO
Valley Stream UFSD #24



This document serves as written agreement between the Valley Stream UFSD #24 ("Facility") and All About Kids, SLP, OT, PT, LMSW, Psychology, PLLC (hereafter referred to as "Provider" &/or All About Kids) for the purpose of providing direct Therapy, Evaluations, Screenings, Consultations, Group Therapy Services, that are inclusive of, but not limited to, Special Education Services, Autism Services/ABA Therapy/Behavior Intervention Services, Speech/Language Therapy, Feeding Therapy, Occupational Therapy, Physical Therapy, Group OT, PT, SP Therapy, Counseling, Resource Room Services, Parent Training, Professional Development, Tutoring, Attendance at §504 or CSE meetings, and any other services as needed per attached Attachment A., in accordance with the student's IEP. This agreement is effective July 1, 2024 - June 30, 2025 unless terminated before June 30, 2025 pursuant to paragraph "9" of this agreement.

1. The Facility hereby engages provider who shall provide conscientious, competent, and diligent trained professional(s) or therapist(s) who shall be licensed or certified by the State of New York or trained to provide professional services in accordance with recommendations of the Chairperson of the Committee on Special Education as set forth in the Student's Individualized Education Program and who will comply with all applicable federal and state regulations, conform to professional code of ethics, and comply with the rules and regulations of the State Education Department and New York State Department of Health and those of the Facility.

2. Licensed or certified therapist (s) and other trained and experienced individuals shall perform those services as requested by the Facility at the frequency and duration as set forth in the student's Individualized Education Programs ("IEPs") receiving services pursuant to this agreement and provide signed and dated report of services findings and progress at intervals set by the Facility.

3. The hours of services billed will be according to the total hours a therapist/teacher is at the Facility (School District) or authorized off-site locations. If requested by the Facility, All About Kids will provide an itemized bill for services authorized at Private Schools in order to assist the Facility (District) in its requirement to bill District of Residence.

4. Rates: Please see Attachment A. **For contracts with renewal clauses/extensions, All About Kids reserves the right upon renewal after the first year of a contract to increase its quoted rates to the corresponding Consumer Price Index (CPI) in NY State & applicable to the District's county location, or by 3.0%, whichever is higher on the signed date of renewal.

5. Each party agrees that all personal information received from other under this Agreement shall remain confidential and that such information will not be released, except as required by governmental regulations pertaining to student records or third-party reimbursement sources for substantiation of such qualifications of Provider or the employees or independent contractors it employs. All students' records, logs, etc. maintained by Provider will be the property of the District, and will be considered to the mandated records.
6. Facility agrees not to enter into any direct employment or independent contractor Agreement with a therapist or trained professional hired by Provider for a period of one (1) calendar year following completion of contract with Provider.
7. Provider shall submit a monthly statement of all charges payable by the Facility to the Facility Administrator or designee. The statement shall include time sheets and attendance, types of services rendered and fees payable if requested, and, if required by Facility, shall identify names of clients treated. The facility shall pay any and all sums due and owing to Provider, including sums received from reimbursement sources. The Facility will remit the total amount payable to the Provider within sixty (60) days of receipt of such monthly statement based on enrollment.
8. This Agreement shall become effective July 1, 2024. This Agreement may be modified or amended from time to time by mutual agreement of the parties, in writing, and any such modifications or amendments shall be attached to and become part of the Agreement.
9. This Agreement can be terminated by either party to this contract without specific cause by giving at least thirty (30) days advance notice in writing, return receipt, registered mail. Upon termination there shall be no further obligation of the provider to the School District or from the school District to the provider except for 1) any unpaid balances for services rendered by the provider and 2) all reports and services due to the School District must be completed by the provider within 30 days of contract termination.
10. This Agreement shall not be assigned without the advance written consent of both parties.
11. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any provisions, contracts, or memoranda between parties hereto and between the Facility and All About Kids and may be modified only by a written instrument agreed to and executed by both parties.
12. Assignment of therapists or trained professionals must be approved by the Facility.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any portion of this agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
14. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, handicap, or sponsorship.

15. Provider shall be responsible for compliance with the requirements of Project Save and the Safe Schools Acts, and FERPA with respect to any person providing services by provider under the terms of this Agreement. All persons providing services by or through Provider under the terms of this Agreement shall have received appropriate fingerprinting clearance as required by law, prior to providing services to the Facility's students. Appropriate written proof of such clearance shall be provided to the Facility prior to such person(s) providing services to the students, if requested.

16. This agreement and any amendments to this agreement will not be in effect until approved by the District.

17. The Facility reserves the right to reject any of the Provider's staff, which the Facility in its reasonable discretion may deem unqualified.

18. The Provider represents this it is in good professional standing with and possesses current and valid license(s), if any, necessary to perform the services under this agreement. Provider represents it is not currently charged, nor in the past has been charged, with any criminal, professional misconduct or incompetence.

19. Provider shall provide copies of licenses of all professionals servicing the Facility upon the execution of this agreement if requested by the Facility. In the event that the license(s) of the Provider or any of its agents or employees is revoked, terminated, suspended or otherwise impaired, or if any litigation becomes pending against the Provider, or in the events that the Provider receives notice of such impending action, the Provider shall immediately notify the Facility through Superintendent of Schools.

20. The Provider, at its sole expense, shall procure and maintain such polices as comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Facility as additional insured, if requested. Upon the execution of this agreement, the Provider will supply District with a copy of said policy(s) if requested.

IN WITNESS WHEREOF, the parties here have affixed their signatures and executed this Agreement as of the date first above written.

**ALL ABOUT KIDS, SLP, OT, PT, LMSW,
PSYCHOLOGY, PLLC**


Print or type name Michael L. Grossfeld

Director/Member/Owner

Title

Date: 4/4/24

Valley Stream UFSD #24

Print or type name

Signature

Title (must be authorized to sign contract)

Date

**ALL ABOUT KIDS
SUPPLEMENTAL INFORMATION/DATA PRIVACY & SECURITY**

Agreement dated as of July 1, 2024, by and between VALLEY STREAM UFSD #24 School District (“District”) and All About Kids SLP, OT, PT, LMSW, Psychology, PLLC (Hereafter referred to as “AAK”, “All About Kids”, &/or “Contractor”).

1. **The Exclusive Purposes For Which Student Data Will Be Used:** Data received by All About Kids (AAK) will be used only to perform AAK's obligations pursuant to the Agreement between AAK & the District for the purpose of providing educational/related services and/or evaluations to students and for no other purpose.

2. **Storage and Security Protections:** AAK stores and processes Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure Data from unauthorized access, disclosure, alteration and use. AAK uses industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services and conducts periodic risk assessments to remediate any identified security vulnerabilities.

3. **How AAK will ensure that subcontractors; persons or entities with Whom it shares student data will abide by data protection and security requirements:** AAK limits internal access to Educational Records to authorized individuals with legitimate educational interest only and access is controlled, monitored, and recorded by a supervisor. AAK complies with all District policies and state, federal, local laws, rules, and regulations and requirements related to confidentiality of student records. All Electronic Data is stored in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, alteration, or use including but not limited to: anti-virus protection, spyware protection, firewalls, passwords & user names, and access is logged in and out and monitored by IT Systems. All employee access accounts are disabled upon termination from employment. Additionally, access to AAK's software & databases containing EPHI is made available to only authorized/necessary employees or authorized contractor, partners & vendors who have signed a HIPAA/Confidentiality Agreements with AAK.

4. **When The Agreement Expires, What Happens To The Student Data Upon Expiration Of The Agreement:** All About Kids' records are retained &/or destroyed only in accordance with all applicable Municipal, NY State, & Federal laws, rules, regulations, & guidelines including but not limited to the NYS Dept. of Health, the NYS Education Dept., and the NY State Medicaid Program.

5. **If & How A Parent or Student May Challenge The Accuracy of The Student Data That Is Collected:** By sending a written notice to All About Kids via certified return receipt to: 255 Executive Drive, Suite 101, Plainview, NY 11803. Attention: Michael L. Grossfeld, Director/Member.

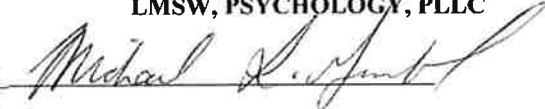
6. **Where The Student Data Will Be Stored & The Security Protections Taken To Ensure Such Data Will Be Protected, Including Whether Such Data Will Be Encrypted:**

AAK's Educational Records are maintained on-site and kept under a locked and controlled environment and internal access is limited to authorized personnel with a legitimate educational interest only and access is controlled, monitored, and recorded by a supervisor. AAK complies with all District policies, and state and federal, and local laws rules and regulations and requirements related to confidentiality of student records. All AAK's Electronic Data is stored in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, alteration, or use including but not limited to: anti-virus protection, spyware protection, and firewalls. In addition: all electronic Data is protected by passwords & user names and access is logged in and out and monitored by IT Systems; all employee access accounts are disabled upon termination from employment; all AAK's Data Centers & IT Closets are kept under lock & only AAK's Authorized IT Staff & HR Director have access; encryption methods are made available and used for AAK's external e-mail communication containing PII/PHI; and back-up data is encrypted and stored Off-site & access limited to AAK's IT Administrators only.

DISTRICT VALLEY STREAM UFSD #24

CONTRACTOR ALL ABOUT KIDS SLP, OT, PT,
LMSW, PSYCHOLOGY, PLLC

BY: _____

BY: 

Date: _____

Date: 04/04/2024

ATTACHMENT [A.] ALL ABOUT KIDS SLP, OT, PT, LMSW, PSYCHOLOGY, PLLC RATES (Page 1 of 3)

Proposed Rates for Generic Contract July 1, 2024-June 30, 2025

(Under Extension of All About Kids' Approved Nassau BOCES 2023-24 RFP Rates No CPI)

All of The Following Listed Services Can Be Conducted In-Person or Via Audio & Video Teleconferencing. Fees apply to all service formats, are inclusive of a provider's Session Note Documentation & Progress Reporting, & are Prorated Based on Service Duration.

	Rate:	Frequency:				
BEHAVIOR INTERVENTION SERVICES:						
Functional Behavioral Assessment (FBA)	\$459	per FBA				
Behavior Intervention Plan (BIP) (By LBA/BCBA or Spec. Educator)	\$306	Per BIP				
ABA Direct Service/Consultation (By ABA Trained Certified Teacher)	\$107	per student, per hour				
ABA/Autism/Behavior Direct Service/Consultation (By LBA/BCBA)	\$133	per student, per hour				
Family Training with ABA Specialist	\$133	per hour				
Program Supervision &/or Consultation (By BCBA)	\$153	per hour				
Program Supervision &/or Consultation (By Spec. Ed. Supervisor)	\$133	per hour				
Registered Behavior Technician (RBT) Provider	\$61	per hour				
ABA/Behavioral Services Extended School Day Program Group of 2 or more children approved for Extended School Day Services)	\$82	per hour per child				
RELATED SERVICES:						
	Individual (1:1)	Frequency:	Group (min 2-max 5):	Frequency:	Consultations:	Frequency:
Occupational Therapy	\$66	per ½ hour	\$92	per ½ hour	\$66	per ½ hour
O.T.A. ** (Certified O.T. Assistant. Includes All Required Supervision by OTR)	\$61	per ½ hour	\$87	per ½ hour	\$61	per ½ hour
Physical Therapy	\$77	per ½ hour	\$102	per ½ hour	\$77	per ½ hour
Speech/Language Therapy	\$66	per ½ hour	\$92	per ½ hour	\$66	per ½ hour
Bilingual Speech/Language Therapy	\$77	per ½ hour	\$102	per ½ hour	\$77	per ½ hour
Full Day OT, PT, Speech Services	\$714	up to 6 hrs				
Half Day OT, PT, Speech Services						
Full & ½ Day Services Include Consultations, Services, &/or Meetings [Inclusive of Individual & Group as assigned by District]	\$383	up to 3 hrs				
Counseling, Individual (By Psychologist Only)	\$204	per hour				
Parent Training Related Services	\$133	per hour				
FEEDING/PROMPT:						
	Individual (1:1)	Frequency:				
Feeding Evaluation	\$306	per eval				
Feeding Therapy	\$87	per 1/2 hour				
ADDITIONAL THERAPY SERVICES:						
	Individual (1:1)	Frequency:				
Art & Movement Therapy (push-ins, district to provide supplies/TA)	\$92	per ½ hour session				
Full Classroom Push-Ins OT	\$92	per ½ hour session				
Kindergarten Classroom OT Intervention Program	\$92	per ½ hour session				
Handwriting Groups	\$92	per ½ hour session				
Classroom Sensory Environment Assessment/Consult	\$92	per ½ hour session				
Social Skills Group (By SLP or BCBA)	\$92	per ½ hour session				
SPECIALIZED INSTRUCTION:						
	Individual (1:1)	Frequency:				
Special Education Teacher (home, private or parochial schools)	\$97	per hour				
Teacher of the Deaf (hearing services)	\$122	per hour				
Teaching Assistant (Includes ABA teaching assistant)	\$46	per hour				

For all RFP's & Contracts with renewal clauses/extensions, All About Kids reserves the right upon renewal after the first year of a contract to increase its' quoted RFP rates by the corresponding CPI-U (Urban Consumer Price Index for NY-Newark-Jersey City) or by 3.0%, whichever is higher on the signed date of each renewal.

ATTACHMENT [A.] ALL ABOUT KIDS SLP, OT, PT, LMSW, PSYCHOLOGY, PLLC RATES (Page 2 of 3)

Proposed Rates for Generic Contract July 1, 2024-June 30, 2025

(Under Extension of All About Kids' Approved Nassau BOCES 2023-24 RFP Rates No CPI)

RESOURCE ROOM:	Individual (1:1):	Frequency:	Group (min 2-max 5):	Frequency:
Resource Room Teacher (Note: 1:1 Services Can Be in District, home, or private)	\$51	per ½ hour	\$82	per ½ hour
Half Day Resource Room Teacher Services	\$332	up to 3 hrs		
Full Day Resource Room Teacher Services (Full & ½ Day Services Include Consultations, Services, &/or Meetings inclusive of individual & Group as assigned by District)	\$587	up to 6 hours		
HOME INSTRUCTION/TUTORING:	\$107	per hour		
EVALUATIONS:	Rates:	Frequency:		
Occupational Therapy Evaluation	\$255	per eval		
Physical Therapy Evaluation	\$255	per eval		
Speech /Language Therapy Evaluation	\$301	per eval		
Educational Evaluation	\$408	per eval		
Psychological Evaluation	\$561	per eval		
Bilingual Psychological Evaluation	\$791	per eval		
Psychological Behavior Rating Scale	\$638	per eval		
Psychological Behavior Rating Scale Bilingual (Spanish)	\$867	per eval		
Psycho-Educational Evaluation	\$969	per eval		
Social History Evaluation	\$204	per eval		
Audiology Evaluation	\$337	per eval		
Central Audit Processing Evaluation	\$612	per eval		
OT -Assistive Technology Evaluation (Train child with fine motor problems to use appropriate technology [i.e., laptop])	\$408	per eval		
Bilingual Evaluations Are Available For An Additional \$102 Per Evaluation, Unless Otherwise Noted Above.				
SCREENINGS (1:1):	Rates:	Frequency		
Occupational Therapy	\$66	per ½ hour		
Physical Therapy	\$77	per ½ hour		
Speech/Language Therapy	\$66	per ½ hour		
OTHER SERVICES:	Rates:	Frequency		
CSE Meetings (In-person, Video or Phone Conference)	\$66	per ½ hour		
CSE Meetings-Bilingual Interpreter	\$204	per meeting		
OT-Assistive Technology Consultation	\$153	per hour		
TRANSITION Planning Services: Level 1 & 2 assessments	\$102	per hour		
Review of IEP's Referrals to VESID & OPWDD	\$102	per hour		
Scheduling Caseloads: (Includes time spent by therapist, teacher, &/or supervisor to obtain information &/or documentation from District teachers, staff, &/or parents for the purpose of setting schedules.)	\$31	per ½ hour		

For all RFP's & Contracts with renewal clauses/extensions, All About Kids reserves the right upon renewal after the first year of a contract to increase its' quoted RFP rates by the corresponding CPI-U (Urban Consumer Price Index for NY-Newark-Jersey City) or by 3.0%, whichever is

ATTACHMENT [A.] ALL ABOUT KIDS SLP, OT, PT, LMSW, PSYCHOLOGY, PLLC RATES (Page 3 of 3)

Proposed Rates for Generic Contract July 1, 2024-June 30, 2025

(Under Extension of All About Kids' Approved Nassau BOCES 2023-24 RFP Rates No CPI)

PROFESSIONAL DEVELOPMENT/ STAFF WORKSHOPS & TRAININGS:	Rates:	Frequency:
Full day workshops :	\$1,275	5 hours of lecture/presentation
Half day workshops	\$765	2.5 hours of lecture/presentation
Workshops training sessions	\$281	per hour (2 hours or less)
Lecture/Presentation Topics Include, But Not Limited To:		
<ul style="list-style-type: none"> • Differentiated Learning/Instruction in the Classroom Setting • ADD/ADHD Child- Strategies to help the classroom teacher • Developing Functional Behavior Assessments and Behavior Intervention Plans – Using a team approach • Implementing the Behavior Intervention Plan in the Classroom Setting • The “ABCs” of Behavior Management in the Classroom Setting • Basic or Advanced ABA Staff Training • Best Practices in Developing an Integrated Teaching Approach in the Classroom Setting • Using the Teaching Assistant as an Integral part of the Instructional Team • RTI-Preventing academic failure through early and effective interventions • Learning Strategies- Customizing the instructional approach based on the child’s learning style • Sensory Tool for the Classroom- Increasing attention span, productivity and participation in educational activities • Technology in the Classroom- Using technology to meet the individual needs of the students • Lesson Planning -Incorporating the IEP goals in the observation process 		
<i>All Rates Are The Same For In-District, Private, & Parochial School Services.</i>		

For all RFP’s & Contracts with renewal clauses/extensions, All About Kids reserves the right upon renewal after the first year of a contract to increase its’ quoted RFP rates by the corresponding CPI-U (Urban Consumer Price Index for NY-Newark-Jersey City) or by 3.0%, whichever is higher on the signed date of each renewal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/5/2024

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 PGIS dba Schaefer Enterprises 77 Chambers Street, 3rd Floor New York, NY 10007	CONTACT NAME: PHONE (A/C, No, Ext): (877) 237-2481	FAX (A/C, No): (866) 453-9676	
	E-MAIL ADDRESS: info@seinewyork.com		
INSURED All About Kids SLP, OT, PT, LMSW, Psychology, PLLC 255 Executive Drive, Suite 101 Plainview, NY 11803	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hiscox Ins		10200
	INSURER B : RSUI INDEMNITY		22314
	INSURER C : Wesco Insurance Company		25011
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	MEO2304470	7/21/2023	7/21/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MEO2304470	7/21/2023	7/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LHZ797827	7/21/2023	7/21/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Aggregate \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3681742	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 Liabili			MEO2304470	7/21/2023	7/21/2024	\$2M Each/ Aggregate 4,000,000
A	Sexual Misconduct			MEO2304470	7/21/2023	7/21/2024	\$1M Each/ Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Valley Stream UFSD #24, Its Board, Employees and Volunteers are additional insured with respect to liability on a primary and non contributory basis as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Valley Stream UFSD #24
Attn: Dir. P.P.S.
50 Hungry Harbor Road, P.P.S. Office
Valley Stream, NY 11581-1499

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



General Liability Coverage Part (Occurrence)

- C. Limited liability companies If **you** are a duly organized limited liability company, **your** members and their spouses are **insureds**, but only with respect to the conduct of **your** business. **Your** managers are also **insureds**, but only with respect to their duties as **your** managers.
- D. Other organizations If **you** are an organization (including a professional corporation) other than a partnership, joint venture, or limited liability company, **your** directors and **officers** are **insureds**, but only with respect to their duties as **your** directors or **officers**. **Your** stockholders and their spouses are also **insureds**, but only with respect to their liability as **your** stockholders.
- E. Trusts If **you** are a trust, **your** trustees are **insureds**, but only with respect to their duties as **your** trustees.
- F. Employees **Your employees** are **insureds**, but only while in the course and scope of their employment by **you** or while performing duties related to the conduct of **your** business.
- G. Volunteer workers **Your volunteer workers** are **insureds**, but only while in the course and scope of their activities related to the conduct of **your** business performed on **your** behalf or at **your** direction.
- H. Real estate managers Persons (other than **your employees**) or organizations acting as **your** real estate managers are **insureds**, but only with respect to their duties as **your** real estate managers.
- I. Amateur athletic participants Any person representing **you** while participating in an amateur athletic activity **you** sponsor is an **insured**. However, no such person is an **insured** for:
1. **bodily injury** to:
 - a. a co-participant, **your employee**, or **your volunteer worker** while also participating in the amateur athletic activity **you** sponsor; or
 - b. **you** or any of **your** partners, members, or **officers**; or
 2. **property damage** to property owned, occupied, or used by; rented to; or in the care, custody, or control of:
 - a. a co-participant in the amateur athletic activity **you** sponsor, **your employee**, or **your volunteer worker**; or
 - b. **you** or any of **your** partners, members, or **officers**.
- J. Newly acquired or formed organizations If there is no other similar insurance available, any organization **you** acquire or form during the **policy period**, and in which **you** have majority ownership or interest at the time of an **occurrence** or offense covered by this Coverage Part, will qualify as an **insured**. This coverage is effective on the date of acquisition or formation and is afforded only until the 180th day after **you** acquire or form the organization, or the end of the **policy period**, whichever is earlier.
- There is no coverage for the acquired or formed organization for:
1. **bodily injury** or **property damage** that occurred; or
 2. **personal or advertising injury** arising out of an offense that was committed, before **you** acquired or formed the organization.
- The acquired or formed organization is an **insured** only with respect to the conduct of **your** business.
- K. **Additional insureds** If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, the following persons or organizations are **insureds**:
1. Any person or organization from whom **you** lease any premises, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to **you**.
- However, there is no coverage for such additional insureds for any structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.



General Liability Coverage Part (Occurrence)

A person or organization's status as an additional insured under this subsection 1 ends when **you** cease to be a tenant in the premises.

2. Any person or organization for whom **you** are performing operations, but only with respect to liability arising out of:
 - a. **your** acts or omissions or of those acting on **your** behalf; and
 - b. the performance of **your** ongoing operations for the additional insured.

However, there is no coverage for such additional insureds for:

- a. **bodily injury, property damage, or personal and advertising injury** arising out of the rendering of or failure to render any professional architectural, engineering, or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
 - (2) supervisory, inspection, architectural, or engineering activities; or
- b. **bodily injury or property damage** occurring after:
 - (1) 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 at the location of the covered operations has been completed; or
 - (2) 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.

A person or organization's status as an additional insured under this subsection 2 ends when **your** operations for that additional insured are completed.

3. Any person or organization who sells or distributes **your products** (referred to in this subsection as "vendor"), but only with respect to **bodily injury or property damage** arising out of **your products** sold or distributed in the regular course of such vendor's business.

However, there is no coverage for such additional insureds for:

- a. **bodily injury or property damage** for which the vendor is legally obligated to pay **damages** because of liability assumed in a contract or agreement; however, this exclusion will not apply to liability the vendor would have in the absence of such 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 inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product;
- 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 by or for the vendor;
- 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 will not apply to:



General Liability Coverage Part (Occurrence)

- (1) repackaging 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;
- (2) demonstration, installation, servicing, or repair operations performed at the vendor's premises in connection with the sale of the product; or
- (3) inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product.

This insurance does not apply to any person or organization from whom **you** have acquired:

- a. products;
 - b. any ingredient or part of any product; or
 - c. any container containing any products.
4. Any person or organization from whom **you** lease any equipment, but only with respect to liability arising out of **your** maintenance, operation, or use of such equipment.
- A person or organization's status as an additional insured under this subsection 4 ends when the equipment lease expires, and this insurance will not apply to any **occurrence** or offense which takes place after such expiration.
5. Any other person or organization not included in 1 through 4 above, provided the contract or agreement:
- a. is currently in effect or becomes effective during the **policy period**; and
 - b. was executed before the **bodily injury** or **property damage** occurred or the offense out of which the **personal and advertising injury** arises was committed.

Coverage is available for additional insureds solely for their liability arising out of **your** negligence or of those acting on **your** behalf and not for any liability arising out of the sole negligence of the additional insured.

Notwithstanding anything to the contrary in the other insurance provisions in the General Terms and Conditions or in this Coverage Part, the coverage available under this Coverage Part to any additional insured will be primary and non-contributory, and any other insurance available to the additional insured for the same **claim** or **occurrence** will be specifically excess of the **coverage part limit**.

Notwithstanding anything to the contrary in the subrogation provision in the General Terms and Conditions, **we** agree to waive any right of recovery **we** may have against any additional insured because of payments **we** make for injury or damage arising out of:

1. the ownership, maintenance, or use of that part of any premises leased to **you**;
2. **your** ongoing operations; or
3. **your work** done under a contract with the additional insured and included in the **products-completed operations hazard**.

The limits of liability applicable to any additional insured are either the amounts specified in the contract or agreement requiring them to be added as an additional insured, or the limits identified in the Declarations, whichever is less, and such amounts will be a part of, and not in addition to, the **coverage part limit**.

IV. Limits of liability

The limits stated in the Declarations and the rules below will be the most **we** will pay regardless of the number of:

1. **insureds**;
2. **claims** made or brought; or
3. persons or organizations making or bringing **claims**.



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for insured information, entity requesting coverage, insurance carrier, and policy details.

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.

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.

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: Gregory M. Schaefer
(Print name of authorized representative or licensed agent of insurance carrier)
Approved by: [Signature] 11/2/2023
(Date)
Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier:

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.



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)
ALL ABOUT KIDS SLP, OT, PT, LMSW, PSYCHOLOGY, PLLC
255 EXECUTIVE DRIVE, SUITE 101
PLAINVIEW, NY 11803
1b. Business Telephone Number of Insured
516-576-2040
1c. Federal Employer Identification Number of Insured or Social Security Number
453763747
2. Name and Address of Entity Requesting Proof of Coverage
Attn: Dir. of P.P.S.
Valley Stream UFSD #24
50 Hungry Harbor Road, P.P.S. Office
Valley Stream, NY 11581-1499
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL356263
3c. Policy effective period
04/01/2023 to 03/31/2025

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] 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.

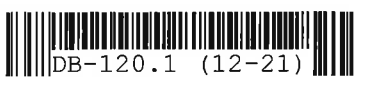
Date Signed 2/26/2024 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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.



Request for Taxpayer Identification Number and Certification

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

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

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. All About Kids SLP, OT, PT, LMSW, Psychology, PLLC	
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> P </u> 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. <input type="checkbox"/> 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 255 Executive Drive, Suite 101	Requester's name and address (optional)
6 City, state, and ZIP code Plainview, NY 11803	
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									
4	5	-	3	7	6	3	7	4	7

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 L. Grossfeld</i>	Date ▶ 4/04/2024
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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.

Purpose of Form

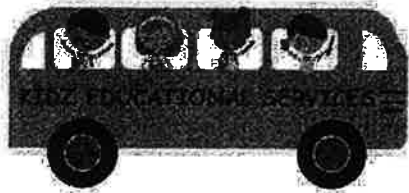
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (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.



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

ANNUAL SERVICES AGREEMENT 2024-2025
#24 VALLEY STREAM UFSD

This Agreement is effective as of July 1, 2024, by and between **#24 VALLEY STREAM UFSD** (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at **50 Hungry Harbor Road, Valley Stream, NY 11580** and **KIDZ EDUCATIONAL SERVICES SLP, OT, PT, LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1400 Old Country Road, Ste. C103N Westbury, NY 11590.

A. TERM

The term of this Agreement shall be from July 1, 2024 through June 30, 2025 (hereinafter, the "Year"), unless otherwise terminated in accordance with this Agreement ("Term"). It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES:

1. During the Term, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:

See Schedule 1, "Services".

2. The CONSULTANT shall provide the Services set forth in this Agreement to those student(s) referred by the DISTRICT as set forth herein. In the event that the District desires to obtain additional services from CONSULTANT not outlined within the scope of Services at any time during the Year, the parties shall identify the additional services and agree upon the cost for the provision of such services.
3. All Services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt email notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP to SchoolAge@FamilyofKidz.com. If a Student's IEP mandates services to be provided in a group and an appropriate group is not available, CONSULTANT will immediately notify the DISTRICT via an "Inability to Group" form. CONSULTANT will provide individual Services and said Services will be billed to the DISTRICT at the individual rate. In the event that an appropriate group is available at a later date, CONSULTANT will immediately notify the DISTRICT via an "Ability to Group" form, and the Student shall be placed in that available group and said Services will be billed to the DISTRICT at the group rate. In the event that only one student is present for a "group" session, session will be billed at the individual rate.
4. CONSULTANT shall notify the DISTRICT promptly of any problems, situations or incidents that occur during the provision of Services.
5. Evaluations shall be conducted using standardized tests, at the cost set forth herein. Evaluation reports shall be submitted to the DISTRICT in a timely manner in accordance with mandated timelines.
6. At the district's request, CONSULTANT's Evaluator or representative will present evaluation report at CSE Meeting at the rates set forth in Schedule 2.

7. 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.
8. 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.
9. 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.

C. SERVICE PROVIDER QUALIFICATIONS:

1. CONSULTANT shall comply with all applicable Federal, State and Local Laws with respect to any Service Provider who is providing Services through CONSULTANT under the terms of this Agreement.
2. CONSULTANT represents that all Services under this Agreement shall be provided by qualified individuals of good character and in good professional standing, each as "Service Provider" and collectively, "Service Providers". CONSULTANT represents that no Service Providers rendering Services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence. Any individual found to be ineligible to render Services hereunder at any time will be removed from rendering Services immediately and be replaced with an eligible Service Provider.
3. Upon request, 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. All Service Providers shall wear a photo ID badge while Services are being provided.
4. CONSULTANT represents and warrants that the CONSULTANT, its employees and contractors are not excluded from participation or otherwise ineligible to participate, in a "Federal Health Care Program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.
5. In the event CONSULTANT is excluded from participation or becomes otherwise ineligible to participate in any such program during the Term, CONSULTANT will notify the DISTRICT in writing within three (3) days after such event.
6. CONSULTANT further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:
 - i. The General Services Administration's Federal Excluded Party List System (or any successor system),
 - ii. 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,
 - iii. 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, CONSULTANT will notify the DISTRICT in writing within three (3) days after such event.

7. DISTRICT will provide written notice to CONSULTANT at Schoolage@FamilyofKidz.com at least 3 weeks in advance of all annual review meetings. DISTRICT must include request for annual review report on the notice. Service providers will complete report at the rates noted on Schedule 2. If testing is required, consent to evaluate must be included. CONSULTANT shall provide the DISTRICT with a copy of progress marks, annual review report, testing and/or observation reports, as requested by DISTRICT with advanced notice prior to scheduled meetings.
8. If participation in a CSE meeting or any other student support team meeting is requested, the service provider or their supervisor will participate at the rates set forth in Schedule 2.
9. Direct Service Providers will complete progress marks quarterly or as per District report card schedules. Indirect Service Providers will submit reports on progress at least annually.
10. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
11. 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.
12. CONSULTANT shall provide all Services pursuant to this Agreement in a competent, professional and timely manner.
13. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
14. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education 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.
15. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
16. 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).
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. The DISTRICT retains final professional and administrative responsibility for any Services rendered to its students.

D. Insurance:

1. CONSULTANT, 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 CONSULTANT and the DISTRICT, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'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 (\$3,000,000.00).
2. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance.

E. FEES:

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 Schedule 2, "2024-25 Rate Sheet"

2. All Services are calculated on a Fee For Service (per session) basis, unless specified differently on the rate sheet. 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 agrees to pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice. DISTRICT shall give CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. In the event that a home Service Provider is not notified of a cancellation at least one hour prior to the scheduled service, the DISTRICT will be billed for such absence for the length of session, at the rate set forth in Schedule 2 (but not to exceed one hour).
4. Should a student be unavailable to attend his/her individual Services for any reason, the DISTRICT will be responsible for payment of the fees for the Service Provider, as if said Student was present. In such cases, the Service Provider shall use the cancelled session's time to do required paperwork or other student-related work for the DISTRICT.

See Schedule 3, "Alternate Location Process/Procedures"

5. The DISTRICT will be billed a one-time session fee at the inception of a student's services for the consultation with the classroom teacher. The amount charged will be equivalent to a 30 minute charge for that student's mandated service.
6. In the event that only one student is present for a "group" session, session will be billed at the individual rate.
7. Make-ups for missed sessions shall be done within a reasonable period of time, if the Service Provider and student schedules permit. If an absence has already been billed to the DISTRICT, the DISTRICT will not be billed for the make-up session. Missed sessions due to DISTRICT closings can be rescheduled in accordance with the Student's IEP and the Service Provider's schedule.
8. To ensure that scheduled services remain on the Service Provider's schedule, the DISTRICT will incur a "No Prescription" charge until an appropriate prescription for IEP mandated Physical Therapy Service is received. The DISTRICT will be charged no more than (2) sessions per month until the Physical Therapy prescription has been received.
9. In accordance with NYS Regulations CONSULTANT will provide services to students with IEP mandated Occupational Therapy Services without an Occupational Therapy prescription unless

the DISTRICT notifies the CONSULTANT in advance that a prescription is required for Occupational Therapy Services. If an Occupational Therapy prescription is required by the DISTRICT, the DISTRICT will incur a "No Prescription" charge until an appropriate prescription for IEP mandated Occupational Therapy Service is received. The DISTRICT will be charged no more than (2) sessions per month until the Occupational Therapy prescription has been received.

10. 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.

F. INDEPENDENT CONTRACTOR STATUS:

CONSULTANT is hereby engaged as an Independent Contractor and therefore is solely responsible for the payment of federal and state income taxes applicable to this Agreement. For the avoidance of doubt, it is also expressly understood that the DISTRICT is not an employer to CONSULTANT or its Service Provider(s) and consequently, CONSULTANT and its Service Provider(s) assigned to DISTRICT shall not be eligible for any additional benefits from DISTRICT, including, but not limited to, Social Security, New York State Workers' Compensation Insurance and Unemployment Insurance.

G. MISCELLANEOUS

1. Termination:

- i. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon sixty (60) 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.
- ii. The parties agree that CONSULTANT'S and/or DISTRICT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the CONSULTANT and/or DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT and/or DISTRICT.
- iii. 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. Indemnification:

The parties agree to indemnify and hold harmless the other party, its officers, directors, agents, employees, contractors, successors or assigns from or against all losses, claims, charges, obligations, liabilities, commitments, actions, proceedings, demands, judgments, assessments, penalties, costs, and expenses (including, without limitation, court costs, reasonable attorneys' fees and other reasonable professional fees and costs) and damages of any kind whatsoever arising out of, in connection with or incident to: (i) any legal noncompliance, (ii) any improper tax filings, including but not limited to improperly claimed deductions, or (iii) any acts or omissions, which results, directly or indirectly, in any of the foregoing. The Section G.2 shall survive termination of this Agreement for the entirety of the statute of limitations of any claim.

3. Restrictive Covenants:

- i. Confidentiality. The parties acknowledge that the Fees, rate sheets, files, reports and documents pertaining to the Services hereunder, and other such materials or records related thereto of a proprietary nature (collectively, the "Confidential Information") are valuable, special and unique assets of each party and are deemed to be trade secrets. Each party agrees that it will not, after the date hereof and for so long as any such Confidential Information may remain confidential, secret, or otherwise wholly or partially protectable: (i) use the Confidential Information, except in connection with the terms of this Agreement, or (ii) divulge any such Confidential Information to any third party (other than its authorized agent or representative bound to confidentiality by agreement) for any

reason or purpose whatsoever, unless the other party gives its prior written consent to such use or divulgence. The parties recognize and acknowledge that the terms of this Agreement as well as the Confidential Information and trade secrets as they may exist from time to time, are confidential, valuable, special and unique assets of the other party's business. DISTRICT also recognizes and acknowledges that the systems, protocols, policies, procedures, manuals, reports, data bases, documents, instruments and other materials used by the CONSULTANT are proprietary to CONSULTANT, and are valuable, special and unique assets of CONSULTANT's business. Confidential Information shall not be deemed to include information which is generally known or in the public domain, or that was acquired by you from an unrestricted third party or as a natural result of our own training and experience.

- ii. Non-Solicitation. The parties agree that during the term of this Agreement and for eighteen (18) months thereafter, neither party shall: (i) directly or indirectly, hire or contract with any employee, independent contractor or known relationship without prior written consent of an authorized officer of the other party; or (ii) take any action whatsoever which is likely to disturb or interfere, or in fact does disturb or interfere, with the existing contractual or other relationships that the other party has with, or endeavor to entice away from the other party, directly or indirectly, any employee, contractor or known relationship.
 - iii. Non-Disparagement. Each party agrees that it will not, at any time during the Term of this Agreement or at any time thereafter, directly or indirectly, in public or private, whether in oral, written, electronic or other format, disparage, deprecate, impugn or otherwise make any statements or remarks that would tend to or be construed to defame or slander the personal or professional reputations, professional qualifications or services rendered by the other party, its officers, independent contractors, employees and/or agents and/or successors, nor shall either party in any manner assist or encourage any third party in doing so.
 - iv. Remedies. Each party agrees that the provisions of this Section G.3 are necessary and reasonable in order to protect the other party in the conduct of its business, particularly in light of the difficulty in ascertaining damages in the event of a breach. In the event of a breach or threatened breach by you of the provisions of this Section G.3, the non-breaching party shall be entitled to an injunction (without the necessity of securing a bond). The parties agree that in the event of a breach, the non-breaching party will suffer irreparable harm and damages will be difficult to calculate. Nothing contained herein shall be construed as prohibiting either party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from the other party. The prevailing party in any litigation shall be entitled to reimbursement of reasonable attorney's fees. The existence of any claims or causes of action by the breaching party against the non-breaching party, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by the PLLC of this Section G.3.
 - v. The terms of this Section G.3 shall survive the expiration or earlier termination of this Agreement.
4. Notices: All notices which are required or permitted under this Agreement, and not specified as required by email, shall be in writing, and shall be deemed to have been given three (3) days from the date of the notice, if sent by registered or certified mail, to the address first set forth above.
 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 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.
8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflict or choice of law with the Courts of Nassau County having sole and exclusive jurisdiction to hear and/or decide any disputes that may directly or indirectly under, out of, or in relation to this Agreement, or any document referenced herein. If any provisions of this Agreement shall be unenforceable or invalid, such non-enforceability or invalidity shall not affect the remaining provisions of this Agreement. Any dispute under this Agreement, may at either Party's option, be determined by binding arbitration by a single arbitration administered by binding arbitration by Arbitration Services, Inc. or its successors or assigns, by its commercial rules at www.ArbitrationServicesInc.com. The arbitration shall be bound by the terms of this Agreement and arbitrations may be conducted via telephone, video conference, submission of papers or in person hearing. Service of any legal process or papers may be by First Class Mail, Postage Prepaid, delivered by the US Postal Service to the addresses first set forth above. The prevailing party in any litigation involving this Agreement shall be entitled to all expenses incurred, including but not limited to, reasonable attorney's fees.
9. **Entire Agreement:** This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. **Amendment:** This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. **Execution:** This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
12. **Counterparts:** This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding agreement. Facsimile or electronic signature shall have the same effect as an original signature.

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

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

DISTRICT
#24 VALLEY STREAM UFSD

By: 
 Leonard F. Caltabiano, Psy.D
 Chief Executive Officer
 Tax ID: 84-3700766

By: _____
 Name:
 Title:

SCHEDULE 1

Services

Where upon CONSULTANT will provide the following “**Services and Evaluations**” to the DISTRICT, including but not limited to:

- **Speech Therapy**
- **Occupational Therapy**
- **Physical Therapy**
- **Counseling**
- **Hearing Services**
- **Parent Training**
- **Vision Services**
- **Orientation & Mobility Services**
- **Resource Room**
- **Consultant Teacher**
- **Special Education Services**
- **Home Instruction**
- **ABA 1:1 Aides**
- **Trainings**
- **Transition Planning**
- **Consultations**
- **Diagnostic Evaluations**
- **Home Instruction - Alternate Location**
- **Behavior Intervention Services**
- **Functional Behavior Assessments**

SCHEDULE 2

Rates

See separate Rate Sheet attached.

SCHEDULE 3

ALTERNATE LOCATION PROCESS/PROCEDURES

The following terms and conditions of this Schedule 3 apply to the Services Agreement for 2024-25 between Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC (hereinafter "Kidz Educational Services") and the #24 VALLEY STREAM UFSD (hereinafter the "School District").

Upon inception of services at our Alternate Location, a student will enter into a 6-week assessment period in which the clinical staff will further evaluate the student's level of needs. During this 6-week time period the student will be assigned two staff members (1 to 2 ratio) at all times a Primary and an Additional Support staff. At the end of the 6-week assessment period a meeting will be convened to review the student's status and it will be determined if the level of the student's behavioral needs continue to require an Additional Support staff member (1 to 2 ratio), or if the ratio can be reduced to solely the Primary, one-to-one. In some instances, when a student is presenting with more severe behavioral challenges, it may be determined to provide additional staff to maintain safety (1 to 3, 1 to 4). Any additional staff needed will be billed at the Additional Support hourly rate. The Alternate Location is not a proper setting if the student requires more than 4 staff to maintain safety.

As outlined in our rate sheet, to maintain the quality of our Alternate Location Services which includes hiring, training, and maintaining staff for each individual student and a room (physical space) within our facility, the School District will be responsible for full payment of services, even when the student is absent. This will reserve the student's placement for receiving services in the event of excessive absences.

In the event that the student is absent for 4 consecutive days, the School District will be notified.

In the event that the student is absent for 2 consecutive weeks, a meeting/tele-conference will be scheduled to determine if the student's services at the Alternate Location will be maintained or forfeited. If the School District decides to continue student's services at the Alternate Location, the district will continue to be billed for services.

In the event that the student's services are forfeited, and the School District would like to request Alternate Location services be resumed at a later date, the student will be reassessed and placement is subject to space availability at that time.

This applies to all child absences regardless of reason (child, parent, or District). If services are not delivered due to an issue related to Kidz Educational Services (e.g., Alternate Location is closed), then the School District will not be charged for the non-delivery of services.

When a student is transitioning to a new placement and center staff is requested to assist then the Alternate Location rates will apply.

Schedule One

NASSAU BOCES RFP #2510-RELATED SERVICES

Name of Provider: KIDZ EDUCATIONAL SERVICES SLP, OT, PT, LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC

SERVICES: 2023-2024 2024-2025 2% 2025-2026 Same 2026-2027 2% 2027-2028 Same

Behavior Assessment, Intervention, & Support Services	Rate Per 60 Minute Session	2024-2025	2025-2026	2026-2027	2027-2028
BIS and CSE & TEAM Meetings (Home)	\$120.00 per Student	\$122.40	\$122.40	\$124.85	\$124.85
BIS/Behavior Consultant/BIS-Consult and CSE & TEAM Meetings (School)	\$131.00 per Student	\$133.62	\$133.62	\$136.29	\$136.29
BIS/Behavior Consultant/BIS-Consult and CSE & TEAM Meetings - BCBA/Doctoral (School/Home)	\$156.00 per Student	\$159.12	\$159.12	\$162.30	\$162.30
Parent Training and CSE & TEAM Meetings	\$132.00 per Student	\$134.64	\$134.64	\$137.33	\$137.33
Bilingual Parent Training and CSE & TEAM Meetings	\$156.00 per Student	\$159.12	\$159.12	\$162.30	\$162.30
BT/BIS Supervision (when requested by district) and CSE & TEAM Meetings (2)	\$153.00 per Student	\$156.06	\$156.06	\$159.18	\$159.18
I-1 AIDE/PT/Paraprofessional Services in School (2)	\$56.00 per Student	\$57.12	\$57.12	\$58.26	\$58.26
RBT Training Program: Includes training and oversight for School District Staff	Pricing available upon request				
Functional Behavior Assessment (FBA)					
FBA by Behavior Consultant: Observation, Data Collection, Processes (10 hour minimum)	\$131.00 per Student, per 60 minutes	\$133.62	\$133.62	\$136.29	\$136.29
FBA by BCBA/Doctoral: Observation, Data Collection, Processes (10 hour minimum)	\$156.00 per Student, per 60 minutes	\$159.12	\$159.12	\$162.30	\$162.30
Functional Behavior Assessment/Behavior Intervention Plan Reports NOT INCLUDED SEE EVALUATION RATE SHEET	See Eval Rates				
Special Education Services - (Resource Room, Consultant Teacher)					
Individual School Services: Resource Room/Consultant Teacher/Proctoring and CSE & TEAM Meetings	\$99.00 per Student	\$100.98	\$100.98	\$103.00	\$103.00
Group School Services: Resource Room/Consultant Teacher/Proctoring (Min. 2 - Max. 5 Students)*	\$44.00 per Student**	\$44.88	\$44.88	\$45.78	\$45.78
Individual Reading Specialist and CSE & TEAM Meetings	\$131.00 per Student	\$133.62	\$133.62	\$136.29	\$136.29
Individual Home Services: Specialized Instruction and CSE & TEAM Meetings	\$109.00 per Student	\$111.18	\$111.18	\$113.40	\$113.40
Related Services (Speech, Occupational, Physical Counseling, Therapy)					
Individual School Services: Speech Therapy/Consult and CSE & TEAM Meetings	\$46.00	\$46.92	\$46.92	\$47.86	\$47.86
Individual School Services: Occupational Therapy/Consult and CSE & TEAM Meetings	\$61.00	\$62.22	\$62.22	\$63.46	\$63.46
Individual School Services: Physical Therapy/Consult and CSE & TEAM Meetings	\$66.00	\$67.32	\$67.32	\$68.67	\$68.67
Individual School Services: Counseling and CSE & TEAM Meetings	\$46.00	\$46.92	\$46.92	\$47.86	\$47.86
Individual Home Services: Speech, Occupational, Physical Therapy & Counseling	\$70.00	\$71.40	\$71.40	\$72.83	\$72.83
Group School Services: ST & OT (Min. 2 - Max. 5 Students)*	\$36.00 per Student**	\$36.72	\$36.72	\$37.45	\$37.45
Group School Services: PT (Min. 2 - Max. 5 Students)*	\$36.00 per Student**	\$36.72	\$36.72	\$37.45	\$37.45
Related Services Intervention Push-In Classroom	\$66.00 per 30 minute push-in	\$67.32	\$67.32	\$68.67	\$68.67
Prompt & Lidcombe Program and CSE & TEAM Meetings	\$92.00	\$93.84	\$93.84	\$95.72	\$95.72
Vision/Orientation and Mobility and CSE & TEAM Meetings	\$92.00	\$93.84	\$93.84	\$95.72	\$95.72
Teacher of the Deaf (TDF) CSE & TEAM Meetings	\$61.00	\$62.22	\$62.22	\$63.46	\$63.46
Daily Rates include Individual, Group, Push-In, Consultation & Evaluations					
OT	\$571.20	\$600	\$600	\$625	\$625
PT	\$700	\$700	\$700	\$700	\$700
ST	\$625	\$625	\$625	\$625	\$625
RR	\$650	\$650	\$650	\$650	\$650
School Psychologist	\$700	\$700	\$700	\$700	\$700
Home Instruction - at Alternate Locations					
Behavior Intervention Services - Alternate Location & CSE & Team Mts *** (1)	\$146.00 per Student/per 60 minutes	\$148.92	\$148.92	\$151.90	\$151.90
Behavior Intervention Services - Alternate Location Additional Supports *** (1)	\$109.00 per Student/per 60 minutes	\$111.18	\$111.18	\$113.40	\$113.40
Alternate Location-Rel Svc Direct/Consult: ST, CSL, OT & PT & CSE & TEAM Mts (1)	\$61.00 per Student/per 30 minutes	\$62.22	\$62.22	\$63.46	\$63.46
Alternate Location: Parent Training and CSE & TEAM Mts (1)	\$156.00 per Student/per 60 minutes	\$159.12	\$159.12	\$162.30	\$162.30

**Schedule One
NASSAU BOCES RFP #2510-RELATED SERVICES**

Name of Provider: KIDZ EDUCATIONAL SERVICES SLP, OT, PT, LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC

Other Services Offered	2%	Same	2%	Same
Assistive Technology Services or Consulting and CSE & TEAM Meetings		\$159.12	\$162.30	\$162.30
Staff Development & Training	(3)	\$229.50	\$234.09	\$234.09
Daily Rate for Services		Pricing Available Upon Request		
Leave Replacement		Pricing Available Upon Request		
Interim Director/ Asst. Director for Special Education		Pricing Available Upon Request		
Translation Services - Spanish Only		Pricing Available Upon Request		
Translation Services - all other Languages		\$73.44	\$74.91	\$74.91
Workshop & Conferences - Customized to District Needs -		\$95.88	\$97.80	\$97.80
		See Workshop Rate Sheet pg. 3		

* If IEP states "group" and a group is not available, individual rates will apply until a group is available.

** If only one student is present for a "group" session, individual rates will apply.

*** Please note specific rate for BIS at the Alternate Location services does not include higher staff to learner ratios (ie: 1:2, 1:3). Additional Supports rates will apply for all hours BIS services are provided.

(1) In the event of a learners absence Alternate Location services will be billed at a rate regardless of the length of the absence.

(2) All Paraprofessional Services must include BIS Supervision at rate noted above for frequency of 5% of billable hours unless Bcon hours already exist for the specific setting.

(3) Does not include CBU's, see Workshop and Conference Rate Sheet page 3.

EVALUATIONS:

	2024-2025	2025-2026	2026-2027	2027-2028
Central Auditory Processing (CAP-D) *must have additional Audiological	\$901.68	\$901.68	\$919.71	\$919.71
Auditory Continuous Performance Test (ACPT) *must have additional Audiological	\$360	\$367.20	\$374.54	\$374.54
Audiological	\$208	\$212.16	\$216.40	\$216.40
Assistive Augmentive Communication (AAC)	\$550	\$561.00	\$572.22	\$572.22
Functional Behavior Assessment Report (See Service Rate Sheet)	\$260	\$265.20	\$270.50	\$270.50
Behavior Intervention Plan Report (BIP)	\$260	\$265.20	\$270.50	\$270.50
Psychological	\$1,015	\$1,035.30	\$1,056.01	\$1,056.01
ADOS - * must have additional Social History and Classroom Observation	\$714	\$728.28	\$742.85	\$742.85
Social History	\$208	\$212.16	\$216.40	\$216.40
Classroom Observation	\$260	\$265.20	\$270.50	\$270.50
Educational	\$468	\$477.36	\$486.91	\$486.91
Reading	\$520	\$530.40	\$541.01	\$541.01
Occupational Therapy	\$434	\$442.68	\$451.53	\$451.53
PT or OT Screenings	\$102	\$104.04	\$106.12	\$106.12
Physical Therapy	\$416.16	\$416.16	\$424.48	\$424.48
Speech Therapy	\$442.68	\$442.68	\$451.53	\$451.53
Vision/Orientation & Mobility Evaluation	\$495	\$504.90	\$515.00	\$515.00
Bilingual Evaluations	\$156 (additional per evaluation)	\$159.12	\$162.30	\$162.30
CSE Evaluation Meetings	\$102 per Student, per 60 minutes	\$104.04	\$106.12	\$106.12
CSE Meetings for ADOS	\$131 per Student, per 60 minutes	\$133.62	\$136.29	\$136.29

Should a student be unavailable for a scheduled session the District will be responsible for payment as if student were present but no more than 2x per month per student at the rate set forth.

In the event that a Home provider is not notified of cancellation at least one hour prior to session the District will be billed for absence at the rate set forth (not to exceed more than one hour).

The district must complete an FBA Authorization form when requesting an FBA or BIP to be completed for a particular student.

PT & OT screenings only performed for the districts that have contracted us for those services and only at school locations services are being done.



District Workshop Fees (2023-28)

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

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

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

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

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

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

To schedule a workshop or conference, contact Teri Chase, Conference Coordinator, at (516) 806-6969 or teri.chase@familyofkidz.com

KIDS FIRST EVALUATION & ADVOCACY CENTER INC.

Comprehensive Services for Infants, Children, & Adults

Executive Offices

718 The Plain Rd
Westbury, New York 11590
Office: (516) 333-1236
Fax: (516) 333-0496

Suffolk County Office

1014 Grand Blvd.
Deer Park, New York 11729
Office: (631) 243-1765
Fax: (631) 243-3716

This agreement made between Kids First Evaluation & Advocacy Center, Inc. hereinafter referred to as the "Agency" and the Valley Stream USFD #24 hereinafter referred to as the "district". The terms of this agreement shall extend from July 1, 2024 through June 30, 2025.

NOW THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:

1. At the School District's request, the Agency will place the following therapists: occupational therapists and/or speech pathologists and or physicals therapists and/or special educators and/or social workers to provide services to preschool age children and school age children as mandated by school personnel.

The Agency will bill the School District the following rate for professional services rendered by therapists placed by the Agency:

<u>Monolingual</u>	<u>Bilingual</u>	
\$55.00	\$65.00	per 30 minute session
\$75.00	\$75.00	per 45 minute session
\$105.00	\$100.00	per 60 minute session

<u>Evaluations</u>	<u>Monolingual</u>	<u>Bilingual</u>
Psychological Evaluations	\$510.00	\$610.00
Social History Evaluations	\$250.00	\$250.00
Speech Evaluations	\$350.00	\$450.00
Educational Evaluations	\$350.00	\$450.00
Occupational Therapy Evaluations	\$350.00	\$450.00
Physical Therapy Evaluations	\$350.00	\$450.00
Diagnostic Evaluation	\$550.00	\$650.00
Attendance at CSE Meetings	No Cost	N/A
Teaching Assistant	\$35.00	

These rates include therapists and student absences and, administration fees.

2. Invoices for services rendered by the therapist will be submitted by the Agency on behalf of the therapists on a monthly basis and payment will be made by the School District within a thirty-day period.
3. In establishing the services herein specified, the Agency is acting as a central repository of licensed and insured practitioners, who shall be free to exercise their own professional direction as to the means and manner in which these services are to be performed pursuant to New York law. However, such performance shall be in accordance with currently approved methods and practices of their profession.
4. Services will be provided by New York State licensed and registered occupational

therapists, certified occupational therapy assistants, New York State licensed and registered physical therapists, certified speech pathologists, certified teacher of the hearing and speech impaired, and certified special education teachers.

5. The Agency agrees to submit to the School District proof of certification and/or professional licensing of all therapists providing services to Medicaid eligible, school age students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes.
6. The Agency agrees to complete and submit, upon the request of the School District, all forms to document thru evaluations and services provided to Medicaid eligible, school age students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes.
7. The School District shall not enter into a separate agreement with any practitioner referred by or working through or with the Agency to the School District hereunder for the duration of this agreement and for a period of one year thereafter. Should the School District enter into such an agreement; the Agency will reserve its right under New York State law.
8. Services shall be provided to all persons regardless of race, creed color, national origin, sex, sponsor or handicap.
9. The School District retains final professional and administrative responsibility for any services rendered.
10. The School District shall retain responsibility for obtaining medical prescriptions from Parent/ Guardian of students referred to Agency for related services prior to referring students to Agency. The School District shall maintain prescriptions on file and forward copies upon request of the Agency or therapist.
11. The School District will not incur any charges should any therapist placed by the Agency with the School, District be absent for any reason whatsoever. However, should a student be absent, the School District shall notify the Agency of such absence within 24 hours of the scheduled session or the School District will be responsible for payment of a fee for the therapists as if said student were present.
12. The School District agrees to keep all information contained within the contract confidential as may be appropriate and shall not disclose the content thereof with Agency personnel or contractors.
13. Notwithstanding any other provisions in this contract, the School District shall be responsible for advising the Agency of specific services provided pursuant to this contract which must comply with pertinent provisions of federal, state, and local statutes, rules and regulations.
14. Should any part of this agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this agreement. Such remaining parts shall remain in full force as if this agreement has been executed with the invalid part eliminated.
15. The parties hereto agree that this agreement will run for the 2024-2025 school year from the date hereof. This agreement shall be considered as a firm commitment on the part of the parties hereto.
16. The Agency shall maintain professional liability in the amount of no less than

\$2,000,000.00 and general liability insurance in a single limit amount of no less than \$2,000,000.00

17. The Agency agrees to defend, indemnify and hold harmless the Valley Stream #24 School District Board of Education, in their corporate and individual capacities, and the Board's agents, officers, trustees, attorneys, and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, fines and amounts paid in settlements in connection with a threatened, pending, or completed actions, suit or proceeding, arising from any act, error omission, misstatement, misleading statement, neglect of duty by the Agency or any its officers, directors, agents or employees, taken or made in this performance of their obligations undertaken or reasonably assumed with respect to this agreement.

18. The Agency shall be responsible for compliance with the requirements of Project SAVE and the SAFE SCHOOL ACTS, with respect to any person providing services by the Agency under the terms of this agreement. All persons providing services by or through the Agency under the terms of this agreement shall have received appropriate fingerprinting clearance as required by law prior to providing services to the School District. Appropriate written proof of such clearance shall be provided to the Valley Stream #24 School District prior to such person(s) providing services to the School District.

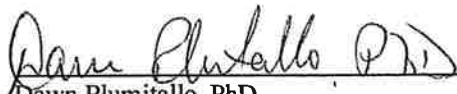
19. Reimbursement according to the above fee schedule will be made to Kids First by the referring district within thirty days of invoice date.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

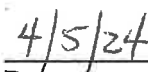
Valley Stream #24 School District

Date:

Title:



Dawn Plumitallo, PhD
Program Director
Kids First Evaluation & Advocacy Center, Inc.
Fed. Tax ID # 11-3369509



Date:

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

This Agreement is entered into this ____ day of ____, 2024 by and between the Board of Education of the Valley Stream Union Free School District Thirty (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 175 North Central Avenue, Valley Stream, New York 11580, and 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, New York 11581.

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, 2024 through June 30, 2025, 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 will 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 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.

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

- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the 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 \$6,131.90 per student per month based on most recent SED data as of 4/5/2024.**
 - 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: Valley Stream UFSD #24
75 Horton Avenue
Valley Stream, NY 11581

To Receiving District: Valley Stream UFSD #30
175 North Central Avenue
Valley Stream, New York 11580

- 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
Valley Stream UFSD #24

RECEIVING DISTRICT
Valley Stream UFSD #30

By:
President, Board of Education

By:
President, Board of Education

District Name: VALLEY STREAM 30 UFSD

State Aid: 2023-2024

District Code: 280230

Today's Date: 04/05/2024

Data as of: 04/05/2024 12:00 AM

**ESTIMATED NONRESIDENT TUITION REPORT (NRT EST)
FOR 2023-24 SCHOOL YEAR ATTENDANCE**

Glossary

The nonresident tuition rates below are estimated rates for billing during the 2023-24 school year. When the actual 2023-24 nonresident tuition rates are available in the 2024-25 school year, refunds or additional charges are to be made in accordance with Section 174.2 (a) (6) of the Regulations of the Commissioner of Education.

**TUITION CHARGE FOR REGULAR EDUCATION
STUDENTS BASED ON NET COST PER STUDENT:**

HALF DAY K TUITION FOR REGULAR EDUCATION PUPIL (ENT 81)	0
FULL DAY K-6 TUITION FOR REGULAR EDUCATION PUPIL (ENT 82)	15,129
GRADE 7-12 TUITION FOR REGULAR EDUCATION PUPIL (ENT 83)	0
TUITION FOR STUDENTS WITH DISABILITIES WHO ARE ELIGIBLE FOR PUBLIC EXCESS COST AID:	
HALF DAY K TUITION FOR SPECIAL EDUCATION PUPIL (ENT 85)	0
FULL DAY K-6 TUITION FOR SPECIAL EDUCATION PUPIL (ENT 86)	61,319
GRADE 7-12 TUITION FOR SPECIAL EDUCATION PUPIL (ENT 87)	46,190

**NONRESIDENT TUITION WORKSHEET FOR IN-DISTRICT
PROGRAMS (NOT BOCES) ESTIMATED**

NET ALLOWABLE EXPENDITURES/APPROPRIATIONS

1	TOTAL GENERAL FUND APPROPRIATIONS	(ST-3 SCHEDULE A4C [AT9999.0] PROJECTED LINE 463)	44,725,456
2	MINUS SPECIAL SCHOOLS - SUPERVISION	(ST-3 SCHEDULE A4B [A2040.0] PROJECTED LINE 155)	270,083
3	MINUS SPECIAL SCHOOLS - TEACHING	(ST-3 SCHEDULE A4B [A2330.0] PROJECTED LINE 230)	0
4	MINUS SPECIAL SCHOOLS - PUPIL PERSONNEL SERVICES (PPS)	(ST-3 SCHEDULE A4B [A2830.0] PROJECTED LINE 300)	0
5	MINUS PUPIL TRANSPORTATION	(ST-3 SCHEDULE A4C [AT5599.0] PROJECTED LINE 345)	1,203,543

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 **50 Hungry Harbor Road, 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.

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, 2024 through June 30, 2025, 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 \$8,889.60 (K-6) / \$9,403.50 (7-12) per student per month/10-months; and \$5,608.00 per student per 2-months. If applicable, the estimated tuition rate for a special education aide per month is \$ n/a.
 - 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: Dr. Angela Austin
 Valley Stream Union Free School District #24
 Robert W. Carbonaro School
 50 Hungry Harbor Road,
 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

RECEIVING DISTRICT

Name

Name

Signature

Signature

President, Board of Education

President, Carle Place Board of Education

Date

Date

CONFIDENTIAL SCHEDULE A

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

Name of Student(s)	Date of Birth
Jayden Rivera Aponte	08/12/2016
Nico Santos Santiago	03/21/2014
Kayden Contreras	03/23/2014
<i>Anwar Pasha (Accepted for 2024-2025 SY)</i>	<i>04/25/2016</i>

*Valley Stream SD #24

District Name: CARLE PLACE UFSD
 District Code: 280411
 Data as of: 04/25/2024 12:00 AM

State Aid: 2023-2024
 Today's Date: 04/25/2024

ESTIMATED NONRESIDENT TUITION REPORT (NRT EST)
 FOR 2023-24 SCHOOL YEAR ATTENDANCE

Glossary

The nonresident tuition rates below are estimated rates for billing during the 2023-24 school year. When the actual 2023-24 nonresident tuition rates are available in the 2024-25 school year, refunds or additional charges are to be made in accordance with Section 174.2 (a) (6) of the Regulations of the Commissioner of Education.

TUITION CHARGE FOR REGULAR EDUCATION STUDENTS BASED ON NET COST PER STUDENT:

HALF DAY K TUITION FOR REGULAR EDUCATION PUPIL	(ENT 81)	0
FULL DAY K-6 TUITION FOR REGULAR EDUCATION PUPIL	(ENT 82)	23,301
GRADE 7-12 TUITION FOR REGULAR EDUCATION PUPIL	(ENT 83)	28,440
TUITION FOR STUDENTS WITH DISABILITIES WHO ARE ELIGIBLE FOR PUBLIC EXCESS COST AID:		
HALF DAY K TUITION FOR SPECIAL EDUCATION PUPIL	(ENT 85)	0
FULL DAY K-6 TUITION FOR SPECIAL EDUCATION PUPIL	(ENT 86)	88,896
GRADE 7-12 TUITION FOR SPECIAL EDUCATION PUPIL	(ENT 87)	94,035

NONRESIDENT TUITION WORKSHEET FOR IN-DISTRICT PROGRAMS (NOT BOCES) ESTIMATED

NET ALLOWABLE EXPENDITURES/APPROPRIATIONS

1	TOTAL GENERAL FUND APPROPRIATIONS	(ST-3 SCHEDULE A4C [AT9999.0] PROJECTED LINE 463)	54,770,517
2	MINUS SPECIAL SCHOOLS - SUPERVISION	(ST-3 SCHEDULE A4B [A2040.0] PROJECTED LINE 155)	0
3	MINUS SPECIAL SCHOOLS - TEACHING	(ST-3 SCHEDULE A4B [A2330.0] PROJECTED LINE 230)	0
4	MINUS SPECIAL SCHOOLS - PUPIL PERSONNEL SERVICES (PPS)	(ST-3 SCHEDULE A4B [A2830.0] PROJECTED LINE 300)	0
5	MINUS PUPIL TRANSPORTATION	(ST-3 SCHEDULE A4C [AT5599.0] PROJECTED LINE 345)	2,513,163

6	MINUS COMMUNITY SERVICES	(ST-3 SCHEDULE A4C [AT8099.0] PROJECTED LINE 373)	37,550
7	MINUS PUBLIC LIBRARY - GENERAL FUND DEBT SERVICE EXPENSE	(NYSED ST3 TOTAL CALCULATIONS LINE 179 EST)	0
8	MINUS GENERAL FUND PRINCIPAL EXPENSE FOR PURCHASE OF BUSES	(NYSED ST3 TOTAL CALCULATIONS LINE 168 EST)	0
9	MINUS GENERAL FUND INTEREST EXPENSE FOR PURCHASE OF BUSES	(NYSED ST3 TOTAL CALCULATIONS LINE 169 EST)	0
10	MINUS TUITION EXPENSE - SWD	(NYSED ST3 TOTAL CALCULATIONS LINE 280 EST)	880,054
11	MINUS EXPENSE TO BOCES - SWD	(ST-3 SCHEDULE A4B [A2250.49] PROJECTED LINE 196)	794,324
12	MINUS TOTAL INTERFUND TRANSFERS FROM THE GENERAL FUND OTHER THAN SCHOOL CONSTRUCTION	(NYSED ST3 TOTAL CALCULATIONS LINE 283 EST)	160,000
13	MINUS TUITION PAYMENTS TO OTHER PUBLIC SCHOOLS IN NYS	(ST-3 SCHEDULE A4B PROJECTED SUM LINES 181, 182)	0
14	MINUS REVENUES FROM TEXTBOOK CHARGES (INDIVIDUALS)	(ST-3 SCHEDULE A3 [A1330] PROJECTED LINE 18)	
15	MINUS REVENUES FROM OTHER STUDENT FEES AND CHARGES	(ST-3 SCHEDULE A3 [A1335] PROJECTED LINE 19)	22,000
16	MINUS REVENUES FROM ADMISSIONS (FROM INDIVIDUALS)	(ST-3 SCHEDULE A3 [A1410] PROJECTED LINE 20)	
17	MINUS REVENUES FROM OTHER CHARGES FOR SERVICES (INDIVIDUALS)	(ST-3 SCHEDULE A3 [A1489] PROJECTED LINE 22)	
18	MINUS REVENUES FROM DATA PROCESSING FOR OTHER DISTRICTS AND GOVERNMENTS	(ST-3 SCHEDULE A3 [A2228] PROJECTED LINE 23)	

19	MINUS REVENUES FOR SERVICES TO BOCES (NOT TRANSPORTATION)	(ST-3 SCHEDULE A3 [A2235] PROJECTED LINE 26)	
20	MINUS REVENUES FOR HEALTH SERVICES TO OTHER DISTRICTS	(ST-3 SCHEDULE A3 [A2280] PROJECTED LINE 27)	
21	MINUS REVENUES FROM SERVICES TO OTHER GOVERNMENTS, NARCOTICS PROGRAMS	(ST-3 SCHEDULE A3 [A2290] PROJECTED LINE 28)	
22	MINUS REVENUES FROM NARCOTIC CONTROL SERVICES FOR BOCES	(ST-3 SCHEDULE A3 [A2291] PROJECTED LINE 29)	
23	MINUS REVENUES FROM YOUTH SERVICES FOR OTHER GOVERNMENTS	(ST-3 SCHEDULE A3 [A2350] PROJECTED LINE 44)	
24	MINUS OTHER MISC REVENUES	(ST-3 SCHEDULE A3 [A2389] PROJECTED LINE 47)	
25	MINUS OTHER MISC REVENUES - DISTRICTS IN OTHER STATES	(ST-3 SCHEDULE A3 [A2395] PROJECTED LINE 51)	
26	MINUS TOTAL REVENUES FROM USE OF MONEY AND PROPERTY	(ST-3 SCHEDULE A3 [AT2499] PROJECTED LINE 64)	91,620
27	MINUS TOTAL REVENUES FROM SALE OF PROPERTY AND COMPENSATION FOR LOSS	(ST-3 SCHEDULE A3 [AT2699] PROJECTED LINE 76)	0
28	PLUS REVENUES FROM SALE OF TRANSPORTATION EQUIPMENT	(ST-3 SCHEDULE A3 [A2666] PROJECTED LINE 70)	
29	PLUS REVENUES FROM INSURANCE RECOVERIES - TRANSPORTATION RELATED	(ST-3 SCHEDULE A3 [A2680] PROJECTED LINE 72)	
30	MINUS REFUNDS FOR BOCES AIDED SERVICES	(ST-3 SCHEDULE A3 [A2701] PROJECTED LINE 78)	25,000
31	MINUS REFUNDS OF PRIOR YEARS EXP - OTHER - NOT TRANSPORTATION	(ST-3 SCHEDULE A3 [A2703] PROJECTED LINE 81)	8,497

32	MINUS GIFTS AND DONATIONS	(ST-3 SCHEDULE A3 [A2705] PROJECTED LINE 83)	
33	MINUS OTHER UNCLASSIFIED REVENUES	(ST-3 SCHEDULE A3 [A2770] PROJECTED LINE 87)	18,000
34	MINUS INTERFUND TRANSFERS TO GEN FUND (INDIRECT COSTS)	(FORM FB PROJECTED LINE 173)	
35	MINUS FEDERAL AIDS	(ST-3 SCHEDULE A3 [A4289] PROJECTED LINE 117)	
36	MINUS MEDICAID ASSISTANCE - SCHOOL AGE - SCHOOL YEAR PROGRAMS	(ST-3 SCHEDULE A3 [A4601] PROJECTED LINE 118)	10,000
37	MINUS PAYMENTS TO CHARTER SCHOOLS	(NYSED ST3 TOTAL CALCULATIONS LINE 284 EST)	21,587
38	NET ALLOWABLE APPROPRIATIONS	(ENT 1 - (SUM ENTS 2 THRU 27) - (SUM ENTS 30 THRU 37) + (SUM ENTS 28 THRU 29)	50,188,722
	GRADE LEVEL PRORATIONS OF EXPENSE BASED ON SALARIES:		
39	NOT USED		
40	TOTAL SPECIAL EDUCATION SALARIES - TEACHERS	(ST-3 SCHEDULE A4B [A2250.15] PROJECTED LINE 187)	4,120,596
41	PRE-K TEACHER SALARIES	(ST-3 SCHEDULE A4B [A2110.10] PROJECTED LINE 171)	0
42	HALF DAY K TEACHER SALARIES	(ST-3 SCHEDULE A4B [A2110.11] PROJECTED LINE 172)	
43	FULL DAY K - 6 TEACHER SALARIES	(ST-3 SCHEDULE A4B [A2110.12] PROJECTED SUM LINES 173, 174)	6,585,196
44	GRADES 7 - 12 TEACHER SALARIES	(ST-3 SCHEDULE A4B [A2110.13] PROJECTED LINE 175)	6,958,223
45	CAREER ED TEACHER SALARIES	(ST-3 SCHEDULE A4B [A2280.15]	0

	PROJECTED LINE	
	209)	
46	TOTAL SECONDARY SCHOOL SALARIES - TEACHERS (SUM ENTS 44, 45)	6,958,223
47	TOTAL TEACHER SALARIES FOR PRORATION (SUM ENTS 40 THRU 43, ENT 46)	17,664,015
48	DECIMAL PORTION OF SALARIES IN SPECIAL EDUCATION (ENT 40 / ENT 47)	0.23327
49	DECIMAL PORTION OF SALARIES IN HALF DAY K (ENT 42 / ENT 47)	0.00000
50	DECIMAL PORTION OF SALARIES IN FULL DAY K - 6 (ENT 43 / ENT 47)	0.37280
51	DECIMAL PORTION OF SALARIES IN SECONDARY SCHOOLS (ENT 46 / ENT 47)	0.39392
52	NET ALLOWABLE COST FOR SPECIAL EDUCATION (ENT 48 * ENT 38, ROUND)	11,707,524
53	NET ALLOWABLE COST FOR HALF DAY K (ENT 49 * ENT 38, ROUND)	0
54	NET ALLOWABLE COST FOR FULL DAY K-6 (ENT 50 * ENT 38, ROUND)	18,710,356
55	NET ALLOWABLE COST FOR SECONDARY SCHOOLS (ENT 51 * ENT 38, ROUND)	19,770,342
	STATE AID:	
56	TOTAL STATE AID (ST-3 SCHEDULE A3 [AT3999] PROJECTED LINE 113)	6,229,715
57	MINUS LOSS OF PUBLIC UTILITY VALUATION (ST-3 SCHEDULE A3 [A3017] PROJECTED LINE 91)	
58	NET STATE AID (ENT 56 - ENT 57)	6,229,715
59	2023-24 TRANSPORTATION AID (TRA ENT 174)	117,344
60	2023-24 CAREER EDUCATION AID BIG 5 CITIES AND BOCES NONCOMPONENTS (GEN ENT 12)	0
61	2022-23 TOTAL POSSIBLE HOURS OF SUMMER SCHOOL ATTENDANCE (FORM A PART VII LINE 71B)	
62	WEIGHTED SUMMER SCHOOL ADM ((ENT 61 / 90) * .12)	0.00
63	2023-24 FOUNDATION AID PER PUPIL (GEN ENT 115)	2,991.54
64	CALCULATED SUMMER SCHOOL AID (ENT 62 * ENT 63, ROUND)	0
65	TUITION FOR STUDENTS WITH DISABILITIES (CHAPTER 47, 66 AND 721) (ST-3 SCHEDULE A3 [A3104] PROJECTED LINE 101)	
66	NOT USED	
67	2023-24 EXCESS COSTS AID (INCLUDES 2324 PUBLIC EXCESS COST AID SETASIDE, 2324 PUBLIC EXCESS HIGH COST AID, 2324 PUBLIC EXCESS SUPPLEMENTAL AID AND 2324 PRIVATE EXCESS COST AID) (ST-3 SCHEDULE A3 [A3101] PROJECTED LINE 95)	1,039,070
68	NET ALLOWABLE AID (ENT 58 - (SUM ENTS 59, 60, 64, 65, 67), MIN 0)	5,073,301

AIDABLE PUPIL UNITS FOR PRORATING AIDS BY GRADE LEVEL:

69	2022-23 HALF DAY K AIDABLE PUPIL UNITS	(FORM A SCHEDULE A4 PART III LINE 25)	0.00
70	2022-23 FULL DAY K - 6 AIDABLE PUPIL UNITS	((FORM A SCHEDULE A4 PART III SUM LINES 26, 27) + FORM A DUAL ENR SCHEDULE B PART V LINE 1)	668.84
71	2022-23 GRADES 7 - 12 AIDABLE PUPIL UNITS	(FORM A SCHEDULE A4 PART III LINE 28 + FORM A DUAL ENROLLMENT SCHEDULE B PART V LINE 2)	597.41
72	TOTAL AIDABLE PUPIL UNITS FOR PRORATING	(SUM ENTS 69 THRU 71)	1,266.25
PRORATA STATE AID BY GRADE LEVEL:			
73	AID FOR HALF DAY K	(ENT 68 * (ENT 69 / ENT 72), ROUND)	0
74	AID FOR FULL DAY K-6	(ENT 68 * (ENT 70 / ENT 72), ROUND)	2,679,745
75	AID FOR GRADES 7-12	(ENT 68 * (ENT 71 / ENT 72), ROUND)	2,393,557
76	NOT USED		
NET COST PER GRADE LEVEL:			
77	NET COST FOR HALF DAY K	(ENT 53 - ENT 73, MIN 0)	0
78	NET COST FOR FULL DAY K-6	(ENT 54 - ENT 74, MIN 0)	16,030,611
79	NET COST FOR GRADES 7-12	(ENT 55 - (SUM ENTS 60, 75), MIN 0)	17,376,785
80	NET COST FOR K-12 SPECIAL EDUCATION LESS 2324 PUBLIC SUPPLEMENTAL EXCESS COST AID AND 2324 PUB SETASIDE	(IF SUM ENTS 41 THRU 45 = 0, THEN (ENT 52 - (2023-24 PUB SUM ENTS 9, 12) - SUM ENTS 73 THRU 75)), ELSE (ENT 52 - (2023-24 PUB SUM ENTS 9, 12)))	10,757,442
TUITION CHARGE FOR REGULAR EDUCATION STUDENTS BASED ON NET COST PER STUDENT:			
81	NET COST PER HALF DAY K STUDENT	((ENT 77 / FORM A SCHEDULE A4 PART III	0

		PROJECTED LINE 25) * 2 , ROUND)	
82	NET COST PER FULL DAY K-6 STUDENT	(ENT 78 / ((FORM A SCHEDULE A4 PART III B PROJECTED SUM LINES 26, 27) + FORM A DUAL ENROLLMENT SCHEDULE B PART V PROJECTED LINE 1), ROUND)	23,301
83	NET COST PER GRADE 7-12 STUDENT	(ENT 79 / (FORM A SCHEDULE A4 PART III PROJECTED LINE 28 + FORM A DUAL ENROLLMENT SCHEDULE B PART V PROJECTED LINE 2), ROUND)	28,440
	TUITION FOR STUDENTS WITH DISABILITIES (SWD) WHO ARE ELIGIBLE FOR PUBLIC EXCESS COST AID:		
84	NET COST PER STUDENT WITH DISABILITIES	(ENT 80 / (NYSED ST3 TOTAL CALCULATIONS LINE 282 EST + 1.41 * FORM A DUAL ENROLLMENT SCHEDULE B PART V PROJECTED LINE 6))	46,520.67
85	HALF DAY K STUDENT WITH DISABILITIES	(IF ENT 81 > 0, ENT 81 + (1.41 * .5 * ENT 84), ROUND)	0
86	FULL DAY K-6 STUDENT WITH DISABILITIES	(ENT 82 + (1.41 * ENT 84), ROUND)	88,896
87	GRADE 7-12 STUDENT WITH DISABILITIES	(ENT 83 + (1.41 * ENT 84), ROUND)	94,035

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this 23 day of May, 2024 by and between the Board of Education of the Valley Stream Union Free School District 24 (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York 11581, and **Michele Tritschler MSCCC** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 67 Avondale Street Valley Stream, NY 11581

A. TERM:

The term of this Agreement shall be from the date of execution through June 30, 2025 inclusive, unless terminated early as provided for in this Agreement. The initial term may be extended for renewal terms of one (1) year by mutual written agreement by both parties. 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:
 - Speech and Language Therapy
 - Speech Evaluations
 - Participation in CSE meetings
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 Plan (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, 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), 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. 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. 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. The CONSULTANT, at its sole expense, shall procure and maintain the attached insurance policies, naming the District as a certificate holder.
- b. CONSULTANT acknowledges that failure to maintain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the DISTRICT.
- b. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

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

4. Notices: All notices which are required or permitted under this Agreement shall

be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Superintendent of Schools
Valley Stream UFSD 24
75 Horton Avenue
Valley Stream, New York 11581

To Consultant: Michele Tritschler MSCCC SLP
67 Avondale Street
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.

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

Michele Tritschler MSCCC

VALLEY STREAM UFSD 24

By: Michele Tritschler
MSCCC SLP

By: _____
President, Board of Education

Michele Tritschler MSCCC
Speech Language Pathologist
67 Avondale Street
Valley Stream, NY 11581
(516) 641-1487

SPEECH -LANGUAGE SERVICES FEE SCHEDULE
2024-2025 SCHOOL YEAR

NPI #: 1144475815

NYS Teaching Certificate #: 114502263

NYS License #: 011-670

Speech Session Fee: \$47.50 for 15 minutes
 \$95.00 for 30 minutes
 \$142.50 for 45 minutes
 \$190.00 for 60 minutes

Speech Evaluation: \$360.00

CSE Meeting: \$100.00 per meeting

**DANIEL WEINKAUF / PHYSICAL THERAPIST
CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT entered into this ____ day of _____, 20__ by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as "DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Ave., Valley Stream, NY 11581, and Daniel Weinkauf, PT (hereinafter referred to as "CONSULTANT"), as the party of the second part, having its principal place of business for purposes of this Agreement at 5 Birch Street, Lynbrook, NY 11563.

A. **TERM:** The Terms of this agreement shall be from July 1, 2024 through June 30, 2025, 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:
 - **Physical Therapy Services, including but limited to completing evaluations, preparation and submissions of reports, providing direct and indirect therapy services, engaging in parent conferences and meetings.**
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 Plan (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, 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), 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. 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. 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. The CONSULTANT, 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.

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 other legal remedies available to the DISTRICT.

- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum best rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the 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. 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:

30 min. Individual session \$50 (or 30 min. Meeting)
30 min group of 2 session \$70 (\$20 each additional student).
Evaluations/annual reports \$250

- 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. Either the CONSULTANT or the 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 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

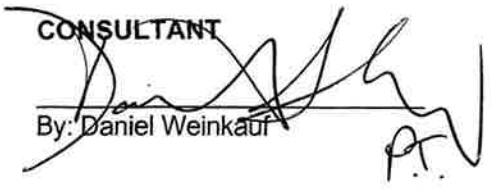
- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, 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. ***DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.***
4. **Notices:** All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:
- To District: **Valley Stream UFSD # 24
75 Horton Ave.
Valley Stream, NY 11580**
- To Consultant: Daniel Weinkauf
5 Birch Street
Lynbrook, New York 11563
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.

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

CONSULTANT

By: Daniel Weinkauff

A large, stylized handwritten signature in black ink, appearing to be 'D. Weinkauff', is written over the printed name. To the right of the signature, there are some smaller, less legible handwritten initials or marks.

VALLEY STREAM UFSD # 24

Title: _____
signed _____

**Daniel S Weinkauf - Physical Therapist
5 Birch Street. Lynbrook, NY 11563
(917) 698-4041 poplives@optonline.net**

**RATE SHEET
2024 - 2025 school year**

30 minute individual PT session \$50 (or 30 min meeting)

30 minute group of 2 PT session \$70 (\$20 each additional student)

Evaluations / annual reports \$250



This agreement made between New York Therapy Placement Services, Inc., 299 Hallock Avenue, Port Jefferson Sta., NY 11776, hereinafter referred to as the “Agency” and Valley Stream # 24 Union Free School District located 50 Hungry Harbor Rd. Valley Stream, NY 11581 at hereinafter referred to as the “School”. The terms of this agreement shall extend from July 1, 2024 to June 30, 2025.

NOW THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:

- At the school district’s request, the Agency will place the following providers: occupational therapists, speech pathologists, physical therapists, teachers, special education teachers, ABA aides and certified social workers, to provide related services to school age children as mandated by the student’s IEP.

The Agency will bill the School District the following rate for professional services rendered by providers placed by the Agency:

OCCUPATIONAL THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$45.00	\$33.00 per student
Child Seen at Home or at Private or Parochial School	\$55.00	\$35.00 per student

Total Classroom Push-in Model	45 minutes	30 Minutes
OT Consultations	\$110.00 per session	\$80.00 per session

Kindergarten Hand Skills	45 minutes	30 minutes
Week 1-6	\$110.00 per push-in entire class	
Week 6-12		\$80.00 per 30 minutes group session
<u>Handwriting Programs</u>		\$80.00 per group session

Long Island Services & Evaluations
Sensory Gym &
Speech Language Center
299 Hallock Avenue
Port Jeff Station, NY 11776
631-473-4284
Fax: 631-331-2204

New York City Services & Evaluations
500 Bi-County Blvd – Suite 450
Farmingdale, NY 11735
718-264-1640
212-752 -1316
Fax: 631-420-8636

PHYSICAL THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$47.00	\$33.00 per student
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per student

SPEECH THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$45.00	\$33.00 per student
In District: Bilingual	\$55.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$55.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School: Bilingual	\$60.00	\$35.00 per student

Speech Push-in Classroom Program /Speech Improvement Group	\$80.00 per 30 minute group session
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VISION THERAPY

Service Location	30 Min. Individual (Rate Per Session)
In District	\$60.00
Child Seen at Home or at Private or Parochial School	\$60.00

INDIVIDUAL STUDENT/TEACHER CONSULTATIONS

OT/PT/SP Consults (per 30 minutes)	\$ 50.00
Sensory Consults (per 60 minutes)	\$100.00
Vision Consultations (per 30 minutes)	\$ 60.00
Assistive Tech Consult/Training (15 minutes)	\$ 50.00
Classroom Consultation/Co-Teaching (per 60 minutes)	\$ 150.00

EVALUATIONS

EVALUATION TYPE	MONOLINGUAL RATE	BILINGUAL RATE
OT/PT/SP Screenings	\$ 90.00	\$ 110.00
OT/PT Evaluation/Re-Evaluation/Triennials	\$ 200.00	\$ 330.00
OT Evaluation with Sensory Profile	\$ 260.00	\$ 350.00
Speech Evaluation	\$ 290.00	\$ 390.00
Speech Feeding Evaluation	\$ 390.00	\$ 490.00
Vision Evaluation	\$ 390.00	\$ 490.00
Social History Evaluation	\$ 130.00	\$ 230.00
Classroom Observation	\$ 90.00	\$ 90.00
Educational Evaluation	\$ 290.00	\$ 390.00
Reading Evaluation	\$ 290.00	\$ 390.00
Psychological Evaluation	\$ 690.00	\$ 790.00
Psychological/Education Evaluation	\$ 890.00	\$ 1,130.00
Assistive Technology Evaluation	\$ 1,500.00	N/A
Annual Review Protocol	\$ 60.00	\$ 60.00
ADOS	\$ 690.00	\$ 790.00

Participation at CSE/TEAM Meetings/Program Reviews:

To be prorated by the individual rate for all services

Remote Sessions:

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

Absent Student:

To be billed at the scheduled session rate when sufficient notice (24-hours) is not provided

Scheduling Sessions:

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

RESOURCE ROOM/ HOME TUTORING

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

READING SPECIALIST

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$60.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per student

TEACHER OF THE DEAF/HARD OF HEARING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$60.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per student

PARENT TRAINING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate Per Group)
By Special Educator	\$55.00	N/A
Parent Training by BCBA	\$75.00	N/A

COUNSELING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$60.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$60.00	\$35.00 per student

BEHAVIORAL SERVICES

Service	Rate Per Hour
Teachers Assistant ABA homebased	\$ 45.00
1:1 Teachers Aide school based	\$ 45.00
Services with Registered Behavior Technician	\$ 58.00
Special Educator ABA homebased	\$ 110.00
BCBA Supervision	\$150.00
Behavioral Consultation (BCBA)	\$150.00
ABA by BCBA	\$150.00
FBA/BIP	\$150.00
Autism Consultation/Training by BCBA	\$150.00

EXTENDED SCHOOL DAY-AFTER SCHOOL PROGRAM

TYPE OF SERVICE	Rate Per Hour Up to 12 Students per group 2024-2025
BCBA/Special Education Group Behavioral Services	\$250.00
Paraprofessional/Registered Behavior Technicians	\$50.00
Parent Training for Group Participants by Special Education Teacher	\$150.00
Parent Training for Group Participants by BCBA	\$250.00

VIRTUAL/PHONE TRANSLATIONS

\$95.00 Flat Fee up to 1 hour
\$45.00 per 30 minutes after 1 hour

IN-PERSON TRANSLATIONS

\$110.00 Flat Fee up to 1 hour
\$55.00 per 30 minutes after 1 hour

WRITTEN TRANSLATIONS

\$28.00 per page for written translations

EDUCATIONAL STRATEGIES TASK FORCE

Includes professional development seminars and workshops. Staff training, consultation and coaching options.

WORKSHOPS

Full Day: \$1600.00

Workshops under Three hours: \$800.00

Strategic Coaching: \$150.00 per hour (Minimum of 5 hours per day)

NOTES

1. Sessions in excess of 30 minutes will be prorated based on the 30-minute rate.

2. Students that have a group recommendation on their IEP but lack an appropriate group due to age, functioning, scheduling issues, or prescription issues will default to an individual session until an appropriate group becomes available.

2. Bills for services rendered by the provider will be submitted by the Agency on behalf of the providers on a monthly basis and payment will be made by the School within a thirty day period.

3. In establishing the services herein specified, the Agency is acting as a central repository of licensed and insured practitioners, who shall be free to exercise their own professional discretion as to the means and manner in which these services are to be performed pursuant to New York law. However, such performance shall be in accordance with currently approved methods and practices of their profession.
4. Services will be provided by New York State licensed and registered occupational therapists, certified occupational therapy assistants, New York State licensed and registered physical therapists, certified speech pathologists, certified special education teachers and certified social workers.
5. School shall not enter into a separate agreement with any practitioner referred by or working through or with the Agency to the School hereunder for the duration of this agreement and for a period of two years thereafter. Should the School enter into such an agreement, the Agency will reserve its right under New York State law.
6. Services shall be provided to all persons regardless of race, creed, color, national origin, sex, sponsor or handicap.
7. The School retains final professional and administrative responsibility for any services rendered.
8. The School District shall retain responsibility for obtaining medical prescriptions and blanket consent for evaluation/annual review testing from Parent/ Guardian of students referred to New York Therapy Placement Services for related services prior to referring students to New York Therapy Placement Services. The School District shall maintain prescriptions and blanket consent forms on file and forward copies upon request of Agency or Therapist. According to subdivision (b) of section 200.2 of the Regulations of the Commissioner of Education school district administration is responsible for providing NYTPS a paper or electronic copy of students IEP prior to the implementation of services by the service provider.
9. The School District will ensure the providers assigned to the district will have access to Medicaid approved systems that the district uses. (e.g. IEP Direct, Kinney, Cleartrack).
10. School District will retain responsibility to verify and obtain district clearance for each provider servicing students under this agreement according to the New York State Safe Schools against violence in education (SAVE) legislation.

11. The School agrees to keep all information contained within this contract confidential as may be appropriate and shall not disclose the contents thereof with Agency personnel or contractees.
12. Notwithstanding any other provisions in this contract, the School shall be responsible for advising the Agency of specific services provided pursuant to this contract which must comply with pertinent provisions of federal, state and local statutes, rules and regulations.
13. Should any part of this agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this agreement. Such remaining parts shall remain in full force as if this agreement has been executed with the invalid part eliminated.
14. New York Therapy Placement Services, Inc. is an Equal Opportunity Employer.
15. The parties hereto agree that this Agreement is effective for the 2024-2025 school year from the date hereof. This agreement shall be considered as a firm commitment on the part of the parties hereto for a period of one (1) year commencing July 1, 2024.
16. The School further agrees that it shall defend, indemnify and hold harmless New York Therapy Placement Services, Inc., its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the School or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

_____ **For the School**

_____ **Address**

_____ **Title**

_____ **Date**

John F. Johnson

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

**THE HAGEDORN LITTLE VILLAGE SCHOOL
JACK JOEL CENTER FOR SPECIAL CHILDREN
SPECIAL EDUCATION RELATED SERVICES CONTRACT**

THIS AGREEMENT made this 15th day of May, 2024 between The Hagedorn Little Village School, *Jack Joel Center for Special Children*, 750 Hicksville Road, Seaford, New York, 11783, party of the first part, and North Merrick UFSD, 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, 11783, 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 special education related services to such children.

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

1. This agreement shall commence on July 1, 2024 and continue thereafter in full force and effect through the period ending June 30, 2025.
2. All special education related services will be provided as per the student's IEP and the District will only be billed for services provided.
3. The party of the second part hereby agrees to pay to the party of the first part service rates as follows:

PLEASE SEE ATTACHED RATE SHEETS FOR THE 2024-2025 SCHOOL YEAR

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
Jack Joel Center for Special Children
750 Hicksville Road, Seaford, NY 11783

Signature – Authorized School District Person
Title:
Valley Stream #24
75 Horton Avenue
Valley Stream, NY 11581



THE HAGEDORN LITTLE VILLAGE SCHOOL



Jack Joel Center for Special Children

750 Hicksville Road

Seaford, New York 11783

(516) 520-6052

(516) 520-6081 Fax

CSE HOME BASED PROGRAM RATE SHEET FOR 2024-2025 SCHOOL YEAR

THERAPEUTIC SERVICES:

Occupational & Physical Therapy	30 Minutes Individual	\$ 62.00
	45 Minutes Individual	\$ 90.00
	60 Minutes Individual	\$124.00
	Full Evaluation	\$260.00
Speech Therapy	30 Minutes Individual	\$ 62.00
	45 Minutes Individual	\$ 90.00
	60 Minutes Individual	\$124.00
	Full Evaluation	\$260.00
Psychological Counseling Services	30 Minutes Individual	\$ 94.00
	45 Minutes Individual	\$141.00
	60 Minutes Individual	\$188.00
Parent Training	45 Minutes Individual	\$100.00
	60 Minutes Individual	\$120.00

TEACHING SERVICES:

ABA Teacher (*Rates apply to all of the following services: ABA Teacher, Behavior Intervention Services, Consultant Teacher Services, and Extended School Hours*)

60 Minutes Individual	\$105.00
120 Minutes Individual	\$210.00

Special Education Teacher (*Rates apply to all of the following services: Consultant Teacher Services {Non-ABA}, and Resource Room*)

40 Minutes Individual	\$ 69.00
60 Minutes Individual	\$105.00

EVALUATIONS:

ADOS	\$1,000.00
Audiological Full Evaluation	\$ 260.00
Educational Full Evaluation	\$ 260.00
Occupational Therapy Full Evaluation	\$ 260.00
Physical Therapy Full Evaluation	\$ 260.00
Psychological Full Evaluation	\$ 500.00
Speech Therapy Full Evaluation	\$ 260.00

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1, day of July, by and between Valley Stream Union Free School District No. 24 (hereinafter the "DISTRICT"), having its principal place of business at 50 Hungry Harbor Road, Valley Stream, NY 11581 for the purpose of this Agreement 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 2024, through June 30, 2025 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:

RN/LPN/ School Aide

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 Plan (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, 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. The CONSULTANT represents and warrants that it, its employees and contractors, are not excluded from participation, and are not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event CONSULTANT, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such federal health care program during the Term, CONSULTANT will notify the DISTRICT in writing within three (3) days after such event. Upon the occurrence of such an event, whether or not such notice is given to the CONSULTANT, the DISTRICT reserves the right to immediately cease contracting with the CONSULTANT, as per Paragraph D below.

If CONSULTANT is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The CONSULTANT further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

* The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

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 Preschool Special Education (CPSE), 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 the 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 and/or by law. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
16. CONSULTANT shall 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 the same to the DISTRICT.
18. Insurance:
 - a. 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 CONSULTANT'S insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance.
 - b. The policy naming the DISTRICT as an additional insured shall:
 - i. Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the DISTRICT.
 - ii. State that the organization's coverage shall be primary and noncontributory coverage for the DISTRICT, its Board, employees and volunteers.
 - iii. Additional insured status shall be provided by standard or other endorsements that extend coverage to the DISTRICT for both on-going and completed operations. The decision to accept an endorsement rests solely with the DISTRICT. A completed copy of the endorsements must be attached to the certificate of insurance.
 - c. The certificate of insurance must describe the specific services provided by CONSULTANT that are covered by the liability policies.
 - d. At the DISTRICT'S request, CONSULTANT shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, CONSULTANT will provide a copy of the policy endorsements and forms.
 - e. CONSULTANT agrees to indemnify the DISTRICT for any applicable deductibles and self insured retention.

- f. Required Insurance:
 - i. **Commercial General Liability Insurance:** \$1,000,000 per occurrence/ \$2,000,000 general and products / completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - ii. **Automobile Liability:** \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - iii. **Workers' Compensation, Employers Liability and NYS Disability Insurance** Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability 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 Certifications are not acceptable.
- g. CONSULTANT acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of the Agreement and subjects it to liability for damages, indemnification and all other legal remedies available to the DISTRICT. CONSULTANT is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- h. The DISTRICT is a member /owner of the NY Schools Insurance Reciprocal (NYSIR). The CONSULTANT further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the DISTRICT but also NYSIR, as the DISTRICT'S insurer.

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 ATTACHED 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 canceled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is canceled 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. Either the CONSULTANT or the 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 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. In addition, and without limiting DISTRICT'S rights hereunder, the DISTRICT may immediately terminate this Agreement in the event DISTRICT is notified of a change of status of CONSULTANT, its contractors or employees with respect licensure, eligibility for participation in Medicaid, and/or standing and character, as determined by the DISTRICT, to provide professional services.
- 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 Workers 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. CONSULTANT 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 CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

To District: Valley Stream UFSD #24
50 Hungry Harbor Road
Valley Stream, NY 11581

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

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 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.
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.

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

Trusting Hands Homecare Agency

By: *Zaqlia Chaplin*
Zaqlia Chaplin
Title: Administrator

Date: 5/29/24

Valley Stream UFSD #24

By: _____

Title: _____

Date : _____



Cost / Quotation

2024-2025 School Year

Service	Rate	Time & Half	Group/Individual	In-School & Home Based
Registered Nurse	\$73 p/h	\$109.5p/h	Individual	Same rate for in-school, remote/home based
Licensed Practical Nurse	\$64 p/h	\$96 p/h	Individual	Same rate for in-school, remote/home based
Health Aide	\$45 p/h	\$67.5 p/h	Individual	Same rate for in-school, remote/home based

Any hours over 40 a week will be billed at the time and a half rate.

To maintain staffing for clients we ask that in the event the client is sick the nurse can provide remote services, so they maintain continuity of work and the client maintains services.

We also 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.