

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

SPECIAL MEETING
June 3, 2024

WILLIAM L. BUCK SCHOOL
6:30 PM

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

Others Present: Superintendent Dr. Karakas

Absent With Prior Notice: N/A

I. CALL TO ORDER

Having a quorum, the Special Meeting was called to order at 6:31 pm by President LaRocco at the William L. Buck School. Motion to enter Executive Session at 6:31 pm was made by Trustee Maier and seconded Vice President Hernandez to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 10:30 pm by Trustee Maier and seconded by Trustee Wilson. Motion Unanimously carried.

II. Motion to Adjourn

Motion to adjourn the Special Meeting at 10:30 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

BUSINESS MEETING
June 5, 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:

*arrived at 7:40 pm

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

Having a quorum, the Business Meeting was called to order at 6:47 pm by President LaRocco at the William L. Buck School. Motion to enter Executive Session at 6:47 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 7:24 pm by Trustee Maier and seconded by Trustee Wilson. Motion Unanimously carried.

The Business Meeting was reconvened at 7:31 pm, at the William L. Buck School by President LaRocco.

II. SALUTE TO THE FLAG

III. APPROVAL OF MINUTES: May 8, 2024, May 15, 2024, and May 21, 2024. Motion to approve the minutes made by Trustee Maier 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.

V. CORRESPONDENCE REPORT– DR. JACK MITCHELL

Good evening.

I received two FOIL requests since our last BOE Business Meeting. On 6/4/2024 Mr. Dandan Zou, a reporter for Newsday, emailed a FOIL request. Then another request was received via email on 6/5/2024 from Ms. Janine Newman.

That concludes my correspondence report. Thank you.

VI. SUPERINTENDENT REPORT – DR. UNAL KARAKAS

Good evening. Tonight, we have the honor of celebrating our teachers who are receiving tenure, those who have dedicated many years of service and excellence to our district, and our retirees. We are also recognizing our outstanding students across the district for their excellence.

This month is particularly special as we will see our sixth-grade students graduating next week on Monday, Tuesday, and Wednesday under the big tent at Memorial. We are eagerly looking forward to these celebrations. Additionally, we have numerous fun activities planned for our community this month, including our PTA BBQs. Please note that the last day of school is June 26th.

On behalf of the Board of Education, I want to extend our heartfelt gratitude to our entire community for such a successful school year. I will keep my report brief tonight because we have many guests here to celebrate our staff and students. I will now transition to the podium as we begin our recognitions.

The first award to be presented in each building is the Award for Educational Excellence, which recognizes academic success in the classroom. The second award is the President's Award for Educational Achievement, which acknowledges students who have shown outstanding educational growth, improvement, and

commitment in their academic subjects. These awards will be presented by our building principals: Principal Iacono, Principal Gaddy, and Principal Comis.

Let's begin by welcoming our first building principal, Principal Iacono, to the podium.

PRESENTATIONS:

Elks Award: Now, we move on to honoring our Elk's Essay Contest winners, one of whom won at the state level for Be Kind to Your Mind- Live Drug Free. I introduce Brian Steckler from the Elk's Club to the podium. (Elks Awards Handed Out). Congratulations to our students!

Presidential Awards: (Presidential Awards Handed Out) What an incredible job by all of our students! Our Board of Education and entire district community are very proud of you.

Recognition of Tenure: Now, we will be honoring our staff who are receiving tenure. Tenure is an extremely important accomplishment as it signifies the hard work and dedication to our entire district community. The staff recognized tonight are some of the finest educators alongside all our educators here at Valley Stream 24. Their direct supervisors will be speaking on behalf of them. I welcome Principal Iacono first to the podium.

Years of Service Recognitions: Now, we honor those who have dedicated years of service and excellence to our district. I invite Principal Comis back to the podium to recognize our honoree.

Recognition of Retirees: And finally, we will be recognizing our staff who are retiring. Retirement is not an easy decision after dedicating years of service to working with our children here at Valley Stream 24. On Behalf of our Board of Education and entire district community, we thank our retirees for all they have done and congratulate them tonight! We start by introducing Dr. Austin to the podium.

Recognition of President LaRocco by Trustee Maier and Vice President Hernandez.

Congratulations to everyone who received an award tonight! I also want to personally congratulate President LaRocco for her 15 years of service on the Board

of Education. President LaRocco had stated in the last meeting that if you were to look up the word dedicated, that you would find a picture of me. I have to say that if you look up the word dedicated, you would also find President LaRocco's face. Her years of service are invaluable.

I also want to congratulate Trustee Herrera. Trustee Herrera has been appointed a seat on the Nassau Suffolk School Boards Association. Not only is Trustee Herrera now a board member at Valley Stream 24 and the Central High School District, but she has also added to her plate by holding a seat on a regional level through NSSBA. Congratulations to Trustee Herrera!

That concludes the Superintendent's report tonight.

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:

The Valley Stream Central High School district eagerly anticipates welcoming all incoming 7th grade students to the Summer Bridge Program. Please ensure you've registered your child if you haven't already done so.

B. LEGISLATION REPORT - TRUSTEE NUÑEZ

The New York legislature is approaching the conclusion of their work for 2024. Valley Stream District 24 is happy, honored, and excited to announce that we have been nominated by Assembly Member Solages, representing the 22nd Assembly

District, which includes Valley Stream Union Free School District 24 to receive a grant for an allocation of \$500,000.

Valley Stream District 24 will strategically employ this funding to bring positive transformation to our district and community. The district extends its sincere gratitude to Assembly Member Solages for her partnership, support and nomination for such a grant.

Thank you. That concludes the legislative report.

VIII. LIST OF ITEMS FOR ACTION:

A. PERSONNEL – TRUSTEE WILSON

Trustee Wilson 1st, to move A1-A12, Trustee Maier 2nd 7,0,0

1. BE IT RESOLVED, the Board of Education hereby approves the attached First Addendum to the employment agreement with Jennie L. Padilla relative to a stipend for the Annual Budget Vote and authorizes the Board President to execute same.

2. BE IT RESOLVED, that the Board of Education hereby approves the attached First Addendum to Dr. Unal Karakas' Employment Agreement as Superintendent of Schools for the period of July 1, 2023 to June 30, 2026, and authorizes the Board President to execute same.

3. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the irrevocable letter of resignation of Evelyn Morales, School Monitor Part-Time, dated May 16, 2024, effective immediately.

4. BE IT RESOLVED, upon the recommendation of the Superintendent of School, the Board of Education approves the following to be assigned as custodial summer helpers concluding on August 30, 2024, or earlier at the discretion of the Board of Education, at the appropriate rate/scale of pay according to salary set by Board of Education:

<u>Name</u>	<u>Effective Date</u>
Joseph Casey	June 17, 2024

Michael Hopkin	June 17, 2024
Liam Gattis	June 27, 2024
Sean Mylan	June 27, 2024
Jake Mylan	June 27, 2024
Sean Lengyel	June 27, 2024
Brandon Posliqua	June 27, 2024 (Pending Civil Service and Fingerprint Clearance)
Aaron Daniels	June 27, 2024 (Pending Civil Service and Fingerprint Clearance)
Gerard Candelario	June 27, 2024 (Pending Civil Service and Fingerprint Clearance)
John Glasser	June 27, 2024 (Pending Civil Service and Fingerprint Clearance)
Nassir Emmanuel	June 27, 2024 (Pending Civil Service and Fingerprint Clearance)
Samuel Mignott	June 27, 2024 (Pending Civil Service and Fingerprint Clearance)
John Mignott	July 1, 2024

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

Corliss Danas
Margaret Sommella

6. WHEREAS, the Board of Education previously appointed Jonathan Melendez to the Civil Service position of Cleaner;

WHEREAS, based upon communications between District Administration and Civil Service, the Superintendent recommends that Jonathan Melendez be appointed as provisional Custodian pending passage of a promotional exam to be offered by Civil Service at a future date;

NOW THEREFORE, BE IT RESOLVED, that Jonathan Melendez is hereby appointed as a provisional Custodian pending passage of the next promotional exam offered by Civil Service at a future date at the lateral rate of compensation set forth in the collective bargaining agreement with the Local 74, United Service Workers Union, and

BE IT FURTHER REOLVED, that said provisional appointment and lateral rate of compensation shall be effective as of July 1, 2024 (pending Civil Service clearance); and

BE IT FURTHER RESOLVED, that in the event the aforementioned employee does not pass said promotional exam when offered by Civil Service, the employee will immediately revert to the position of Cleaner and be compensated at the previous rate of Cleaner effective as of the date the District receives notice the employee did not pass said promotional exam.

7. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves Katarina Sloboda, a probationary Elementary Classroom Teacher in this District, in compliance with the provisions of Education Law Section #3012 and Part 30-1 of the Rules of the Board of Regents, having been appointed to such position by resolution of this Board effective May 27, 2020, be granted tenure as an Elementary Classroom Teacher. It having been shown that Katarina Sloboda holds a valid New York State Public School Teacher Certificate for Early Childhood Education (Birth-Grade 2) and Childhood Education (Grades 1-6), and permitting service as indicated in the public schools of the State of New York. It further having been shown that Katarina Sloboda's probationary service, which will expire on August 31, 2024, was competent, efficient and satisfactory. The Board of Education of the Valley Stream Union Free School District Twenty-Four does hereby grant tenure and appoint tenure to Katarina Sloboda, effective September 1, 2024, to the position of Elementary Classroom Teacher.

8. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves Ariana Arnone, a probationary Elementary Classroom Teacher in this District, in compliance with the provisions of Education Law Section #3012 and Part 30-1 of the Rules of the Board of Regents, having been appointed to such position by resolution of this Board effective May 27, 2020, be granted tenure as an Elementary Classroom Teacher. It having been shown that Ariana Arnone holds a valid New York State Public School Teacher Certificate for Early Childhood Education (Birth-Grade 2) and Childhood Education (Grades 1-6), and permitting service as indicated in the public schools of the State of New York. It further having been shown that Ariana Arnone's probationary service, which will expire on August 31, 2024, was competent, efficient and satisfactory. The Board of Education of the Valley Stream Union Free School

District Twenty-Four does hereby grant tenure and appoint tenure to Ariana Arnone, effective September 1, 2024, to the position of Elementary Classroom Teacher.

9. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves Ashley Goldman, a probationary Elementary Classroom Teacher in this District, in compliance with the provisions of Education Law Section #3012 and Part 30-1 of the Rules of the Board of Regents, having been appointed to such position by resolution of this Board effective August 26, 2020, be granted tenure as an Elementary Classroom Teacher. It having been shown that Ashley Goldman holds a valid New York State Public School Teacher Certificate for Early Childhood Education (Birth-Grade 2), Childhood Education (Grades 1-6) and Students with Disabilities (Grades 1-6), and permitting service as indicated in the public schools of the State of New York. It further having been shown that Ashley Goldman's probationary service, which will expire on August 31, 2024, was competent, efficient and satisfactory. The Board of Education of the Valley Stream Union Free School District Twenty-Four does hereby grant tenure and appoint tenure to Ashley Goldman, effective September 1, 2024, to the position of Elementary Classroom Teacher.

10. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves Elizabeth Moriarty-Supple, a probationary Physical Education Teacher in this District, in compliance with the provisions of Education Law Section #3012 and Part 30-1 of the Rules of the Board of Regents, having been appointed to such position by resolution of this Board effective August 18, 2020, be granted tenure as a Physical Education Teacher. It having been shown that Elizabeth Moriarty-Supple holds a valid New York State Public School Teacher Certificate for Physical Education, and permitting service as indicated in the public schools of the State of New York. It further having been shown that Elizabeth Moriarty-Supple's probationary service, which will expire on August 31, 2024, was competent, efficient and satisfactory. The Board of Education of the Valley Stream Union Free School District Twenty-Four does hereby grant tenure and appoint tenure to Elizabeth Moriarty-Supple, effective September 1, 2024, to the position of Physical Education Teacher.

11. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves Nicole Barci, a probationary Art Teacher in this District, in compliance with the provisions of Education Law Section #3012 and Part 30-1 of the Rules of the Board of Regents, having been appointed to such position by resolution of this Board effective August 18, 2020, be granted tenure as an Art Teacher. It having been shown that Nicole Barci holds a valid New York

State Public School Teacher Certificate for Visual Arts and Childhood Education (Grades 1-6), and permitting service as indicated in the public schools of the State of New York. It further having been shown that Nicole Barci's probationary service, which will expire on August 31, 2024, was competent, efficient and satisfactory. The Board of Education of the Valley Stream Union Free School District Twenty-Four does hereby grant tenure and appoint tenure to Nicole Barci, effective September 1, 2024, to the position of Art Teacher.

12. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves Traci Ritterband, a probationary School Psychologist in this District, in compliance with the provisions of Education Law Section #3012 and Part 30-1 of the Rules of the Board of Regents, having been appointed to such position by resolution of this Board effective August 18, 2020, be granted tenure as a School Psychologist. It having been shown that Traci Ritterband holds a valid New York State Public School Teacher Certificate for School Psychologist, and permitting service as indicated in the public schools of the State of New York. It further having been shown that Traci Ritterband's probationary service, which will expire on August 31, 2024, was competent, efficient and satisfactory. The Board of Education of the Valley Stream Union Free School District Twenty-Four does hereby grant tenure and appoint tenure to Traci Ritterband, effective September 1, 2024, to the position of School Psychologist.

B. EDUCATION – TRUSTEE WILSON

Trustee Wilson 1st, to move B1-B2, Trustee Maier 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 05/16/2024, 04/19/2024, 05/10/2024, and 05/16/2024 for the 2023/2024 School Year and 02/26/2024, 04/19/2024, 05/16/2024, 05/16/2024, 05/06/2024, 05/02/2024, 05/10/2024, 04/19/2024, and 04/17/2024 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 02/27/2024 and 05/10/2024 for the 2023/2024 School Year and 02/29/2024, 02/29/2024, 04/04/2024, 03/21/2024, 03/22/2024, 04/04/2024, 03/22/2024, 03/11/2024, 05/10/2024, 02/27/2024, 03/05/2024, 05/10/2024, 03/18/2024, 03/18/2024, 02/08/2024, and 03/04/2024 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 Herrera 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 April 2024.

D. POLICY - TRUSTEE WHEELER

Trustee Wheeler 1st, to move D1, Trustee Maier 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 3100 - Fiscal Controls
- Policy 3120 - Fiscal Accounting & Reporting
- Policy 3160 - Budget Transfers
- Policy 3170 - On-Line Banking Services
- Policy 3260 - Disposal of Broken/Surplus/Obsolete District property
- Policy 3290 - Investments
- Policy 3291 - Fixed Asset Accounting
- Policy 3292 - Fund Balance & Reserves
- Policy 3300 - Petty Cash
- Policy 3301 - Purchasing
- Policy 3325 - School District Issued Credit Cards
- Policy 3400 - Authorized Signatures

- Policy 3410 - Claims Auditor
- Policy 3420 - Independent/External Audits
- Policy 3600 - Payroll Procedures
- Policy 5141 - Concussion Management

IX. UNFINISHED BUSINESS, IF ANY:

X. NEW BUSINESS:

Trustee Maier 1st, to move XI-X17, Trustee Wheeler 2nd 7,0,0

1. BE IT RESOLVED, that pursuant to Section 1707(2) of the Education Law, and Board Policy 9400, and upon the recommendation of the Superintendent of Schools, the annual organizational meeting will be held on July 8, 2024 at 7:30 P.M.

2. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Agreements between the District and Successful Practices Network for consultant services for the 2024-2025 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

3. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Agreement between the District and Access 7 Services, Inc. for Special Education Services for the 2024-2025 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

4. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Agreement between the District and Achieve Beyond for Special Education Services for the 2024-2025 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

5. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Agreement between the District and All About Kids for Special Education Services for the 2024-2025 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

6. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Agreement between the District and Kidz Educational Services for Special Education and Behavioral Services for the 2024-2025 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

7. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Agreement between the District and Kids First Evaluation & Advocacy Center for Special Education Services for the 2024-2025 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

8. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Agreement between the District and Valley Stream District Thirty 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 same on behalf of the Board of Education.

9. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Agreement between the District and Carle Place UFSD 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 same on behalf of the Board of Education.

10. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Agreement between the District and Michele Tritschler MSCCC for Speech and Language Services for the 2024-2025 School Year, and further authorizes the President of the

Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

11. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Agreement between the District and Daniel S. Weinkauff, PT for Special Education Services for the 2024-2025 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

12. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Agreement between the District and New York therapy Placement Services, Inc. for Special Education Services for the 2024-2025 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

13. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Agreement between the District and The Hagedorn Little Village School 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 same on behalf of the Board of Education.

14. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Agreement between the District and Trusting Hands Homecare Agency for Special Education Services for the 2024-2025 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

15. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the disposal of the Grades K-6 McGraw Hill Inspire Science Program materials, which are now obsolete.

16. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby awards the Transportation Contracts beginning on July 1, 2024, through August 19, 2024, as set forth in the Schedule below:

BUS COMPANY	SCHOOL	#OF STUDENTS	SUMMER COST/DAY	MATRON COST/DAY	TOTAL SUMMER COST
FIRST STUDENT	Hagedorn Little Village	0			\$1.00
	Variety Children's Learning Center	1	\$200.24pppd + CPI x 29 days	\$185.94 + CPI x 29 days	
	Cherry Lane School	0			\$1.00
BUS COMPANY	SCHOOL	# OF STUDENTS	SUMMER COST/DAY	MATRON COST/DAY	TOTAL SUMMER COST
	Clearstream Avenue School	0			\$1.00
	Martin Avenue School	0			\$1.00
	John H. West	0			\$1.00
INDEPENDENT	Waverly Park	2	\$200.00pppd + CPI x 29 days \$50.00 add'l + CPI x 29 days	\$110.00 per day + CPI x 29 days	
	William L. Buck	0			\$1.00
SUBURBAN BUS COMPANY	Children's Learning Center UCPA	1	\$249.75 + CPI x 29 days		
WE TRANSPORT	Henry Viscardi	0			\$1.00
	Mill Neck Manor School for the Deaf	0			\$1.00

NEW BIDS					
FIRST STUDENT	CARLE PLACE MIDDLE SCHOOL	4	\$495.00 vehicle pd x 29 days = \$14,355.00	\$200.00pd x 29 days = \$5,800.00	\$20,155.00
FIRST STUDENT	MARTIN DE PORRES	1	\$188.00pppd x 34 days = \$6,392.00	\$200.00pd x 34 days=\$6,800.00	\$13,192.00
SUBURBAN	HAROLD D. FAYETTE	3	\$380.00 1 st pupil + \$10.00 each add'l = \$400 x 29 days = \$11,600.00	\$169.00pd x 29 days = \$4,901.00	\$16,501.00
NEW BIDS	SCHOOL	#OF STUDENTS	SUMMER COST/DAY	MATRON COST/DAY	TOTAL SUMMER COST
INDEPENDENT	OLD MILL ELEMENTARY	1	\$177.00pppd x 29 days = \$5,133.00	\$133.00pd x 29 days = \$3,857.00	\$8,990.00
INDEPENDENT	SHAW AVENUE SCHOOL	1	\$177.00pppd x 29 days = \$5,133.00	\$133.00pd x 29 days = \$3,857.00	\$8,990.00

BUS COMPANY	SCHOOL	# OF STUDENTS	SUMMER COST FOR PROGRAM	MATRON COST	TOTAL SUMMER COST
BOCES	Carmen Road School	3	\$2,599.00 pm x 3 = \$7,779.00	\$5,216.00	\$13,013.00
	Children's Readiness Center	2	\$1,232.00 pm x 2 = \$2,464.00	\$5,216.00	\$7,680.00
	Children's Readiness Center ENDO	2	1,232.00 pm x 2 = \$2,464.00	\$5,216.00	\$7,680.00
	Jerusalem Avenue	5	\$1,232 pm x 5 = \$6,160.00	\$5,216.00 group matron + \$5,216.00 1:1 = \$10,432	\$16,592.00

	Willet Avenue School	3	\$1,232.00 pm x 3=\$3,696.00	\$5,216.00	\$8,912.00
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17. 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:

BUDGET TRANSFER FOR BOARD APPROVAL			
DATE: Jun 5, 2024			
CODE	DESCRIPTION	FROM	TO
A2630.46	Computer Software	\$18,000.00	
A1680.490-1	BOCES Data Warehousing Palo Alto Network Filter for Security		\$18,000.00
A2020.15	Building Principal Salaries	\$10,100.00	
A2110.400-71	Copier Leases-BAS		\$4,500.00
A2110.400-72	Copier Leases-WLB		\$2,500.00
A2110.400-73	Copier Leases-RWC Canon		\$3,100.00
A2815.452-51	Diagnostic Screen Supplies-RWC	\$3,500.00	
A2815.4	Health Services Expenses Substitute Nurses		\$3,500.00
A2110.450-3	RWC-General Supplies	\$1,500.00	
A2020.451-30	Office Paper-RWC Worldwide Paper		\$1,500.00
A2250.490	BOCES Special Ed Services	\$10,000.00	
A1310.49	BOCES Services Debtbook		\$10,000.00
A2250.490	BOCES Special Ed Services	\$690.00	
A2070.49	BOCES Staff Development Health & Safety Training		\$690.00
A2250.490	BOCES Special Ed Services	\$6,250.00	
A2110.492-9	BOCES ESL ENL Instruction Services		\$6,250.00
A2250.490	BOCES Special Ed Services	\$2,750.00	
A2610.49	BOCES School Library & Audiovisual Cost Increase		\$2,750.00
A2250.490	BOCES Special Ed Services	\$27,300.00	
A2630.49	BOCES e-Rate Services Increased Licensing, Software, and Cyber Security Costs		\$27,300.00
	TOTALS	\$ 80,090.00	\$ 80,090.00

XI. DISCUSSION

XII. AUDIENCE TO VISITORS

XIII. ADJOURNMENT

Motion to re-enter Executive Session at 8:59 pm made by Trustee Maier and seconded by Trustee Wilson to discuss certain discuss certain Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit the Executive Session at 11:16 pm made by Trustee Maier and seconded by Trustee Wilson. Motion unanimously carried.

Motion to adjourn the Business meeting at 11:16 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
June 13, 2024

WILLIAM L. BUCK SCHOOL
6:30 PM

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

Others Present: Superintendent Dr. Karakas

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 6:37 pm by President LaRocco at the William L. Buck School. Motion to enter Executive Session at 6:37 pm was made by Trustee Maier and seconded by Trustee Nunez to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 8:50 pm by Trustee Maier and seconded by Trustee Wheeler. Motion Unanimously carried.

The Special Meeting was reconvened at 8:50 pm, at the William L. Buck School by President LaRocco.

II. Action Items

Trustee Wheeler 1st, to move Item #1, V.P. Hernandez 2nd 7,5,2

President LaRocco polled the Board of Education:

<u>Board Member</u>	<u>Vote</u>
President LaRocco	Yes
V.P. Hernandez	Yes
Trustee Herrera	Yes
Trustee Maier	No
Trustee Nunez	Yes
Trustee Wheeler	Yes
Trustee Wilson	No

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Michael DeBlasio, effective July 1, 2024, as Building Principal holding Professional Certificates as a School Building Leader and School District Leader, for a 4-year probationary period, unless terminated prior thereto, and subject to the requirements of the Education Law, and the Rules of the Board of Regents. Their probation expiration will be June 30, 2028*. Compensation will be in accordance with the current negotiated agreement with the Principals of Valley Stream Union Free School District Twenty-Four.

*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.

III. Adjournment

Motion to re-enter Executive Session at 8:52 pm by Trustee Maier and seconded by Trustee Herrera. Motion unanimously carried.

Motion to exit the Executive Session at 9:13 pm by Vice President Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

Motion to adjourn the Special Meeting at 9:13 pm by Vice President Hernandez and seconded by Trustee Nunez. Motion unanimously carried.

Respectfully Submitted,

Jennie L. Padilla

Jennie L. Padilla

District Clerk

WAGE & BENEFITS AGREEMENT

AGREEMENT made this day of , 2024, by and between the BOARD OF EDUCATION of the VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR (hereinafter referred to as the "Board" or the "District") with offices for the transaction of business located at 75 Horton Avenue, Valley Stream, New York 11581 and JACK R. MITCHELL, Assistant Superintendent for Business (hereinafter referred to as the "Employee") residing at 19 Hickory Lane, Roslyn Heights, New York 11577.

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

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

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

I. GENERAL: The above "Whereas" clauses are expressly incorporated and made a substantive part hereof.

II. SCOPE OF EMPLOYMENT: The Employee shall be employed as the Assistant Superintendent for Business in accordance with the terms and conditions of the within Agreement. The terms and conditions set forth in this Agreement are contingent and premised upon the Employee's continuing employment with the District.

III. SALARY:

- a. The annual salary for the Employee effective July 1, 2024, shall be One Hundred Ninety-One Thousand, Four Hundred Forty-Seven Dollars (\$191,447.00). Such salary shall be paid in accordance with the District's regular payroll practices and subject to applicable withholding amounts.
- b. For the 2024-2025 school year, the Employee shall be paid a doctoral stipend in the amount of One Thousand Dollars (\$1,000.00), which shall be paid in accordance with the District's regular payroll practices and subject to applicable withholding amounts. The District makes no representation to Employee that the stipend referenced in this paragraph III (b) will be credited by the New York State Teachers Retirement System for the purposes of determining retirement benefits.
- c. The salary for any year commencing thereafter should this Agreement be extended, shall be determined as follows:

- i. On or about June 15th of each year, the Board shall meet to discuss the Superintendent's recommendation, if any, as to what appropriate salary increase (and/or other forms of compensation and/or modification of benefits) shall be made to the salary, benefits and other compensation provided by this Agreement. The decision of the Board shall be communicated to the Superintendent of Schools (the "Superintendent") and thereafter by the Superintendent to the Employee on or about each June 30th during the term of this Agreement.
- ii. Any increase in the salary (and/or other forms of compensation or modification of benefits) of the Employee shall be in writing in the form of an amendment to this Agreement. Notwithstanding the above, any salary (or benefits) increase awarded to the Employee shall not be considered to be a new Agreement between the District and the Employee.
- iii. It is understood that the salary paid (or benefits granted) to the Employee in any year pursuant to this Agreement shall not be reduced from the salary paid to him in any subsequent year, unless agreed to in writing by both the Employee and the Board.

IV. DUTIES AND RESPONSIBILITIES: The Employee shall perform those duties as set forth in the job description relative to the position of Assistant Superintendent for Business, and other related duties as directed by the Board of Education and/or Superintendent of Schools. The Employee will have all of the entitlements and responsibilities commensurate with his position as defined by the New York State Education Law.

V. BENEFITS:

- a. Sick Leave: Effective July 1 of each year, the Employee shall be granted eighteen (18) sick days per year, with the written approval of the Superintendent of Schools. Notwithstanding the foregoing, in the event the Employee resigns or is terminated from his position during the course of a fiscal year, he shall be deemed to have earned a pro-rated number of sick days from July 1 of that year to the date of termination/resignation.
- b. Vacation. Effective July 1 of each year, the Employee shall be credited with twenty-two (22) days of paid vacation, exclusive of legal and other school holidays established on the school district calendar. Notwithstanding the foregoing, in the event the Employee resigns or is terminated from his position during the course of a fiscal year, he shall be deemed to have earned a pro-rated number of vacation days from July 1 of that year to the date of termination/resignation. Vacation days are to be taken at convenient times upon reasonable advance notice to the Superintendent of Schools and may only be taken with the Superintendent's express approval. Employee will be allowed to rollover up to five (5) vacation days per year, to be used no later than July 31 of the next school year.
- c. Health Insurance in Retirement. The Employee will become eligible for health insurance upon her retirement from the District, at the contribution rate

determined by the Board of Education, provided that the Employee has five (5) consecutive years of service with the District as the public employer for whom they last worked prior to retirement and provided that all requirements of the New York State Teachers' Retirement System have been met.

VI. WORK YEAR: The Employee's work year is from July 1 to June 30. He shall be required to attend such Board of Education meetings and other evening meetings as directed by the Superintendent of Schools.

VII. OTHER TERMS AND CONDITIONS OF EMPLOYMENT: Except as set forth in this Agreement, the Employee's terms and conditions of employment will be as set forth in the Principals' then current collective bargaining agreement, *i.e.* July 1, 2019-June 30, 2022, as amended from time to time, other than Articles 1, 2, 9, 10, and 12, and except to the extent that the provisions in the Principals' agreement are inconsistent with the provisions contained herein.

VIII. WRITTEN AGREEMENT: This Agreement at the election of the Board shall continue in full force and effect during the term of employment of the Employee.

IX. SEVERABILITY: If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of the Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect.

X. EFFECTIVE DATE: This Agreement shall be effective on the 1st day of July, 2024 through the 30th of June, 2025.

XI. ENTIRE AGREEMENT: This Agreement constitutes the full and complete agreement between the Board and the Employee and may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

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

Dated: _____

By: _____
President, Board of Education

Dated: _____

Jack R. Mitchell, Assistant Superintendent
for Business

WAGE & BENEFITS AGREEMENT

AGREEMENT made this day of , 2024, by and between the BOARD OF EDUCATION of the VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR (hereinafter referred to as the “Board” or the “District”) with offices for the transaction of business located at 75 Horton Avenue, Valley Stream, New York 11581 and DR. LISA CONTE, Assistant Superintendent for Curriculum and Instruction (hereinafter referred to as the “Employee”) residing at 271-10 Grand Central Parkway, Apartment 5C, Floral Park, New York 11005.

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

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

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

I. GENERAL: The above “Whereas” clauses are expressly incorporated and made a substantive part hereof.

II. SCOPE OF EMPLOYMENT: The Employee shall be employed as the Assistant Superintendent for Curriculum and Instruction in accordance with the terms and conditions of the within Agreement. The terms and conditions set forth in this Agreement are contingent and premised upon the Employee’s continuing employment with the District.

III. SALARY:

- a. The annual salary for the Employee effective July 1, 2024, shall be One Hundred Ninety-Five Thousand, Nine Hundred Fifty-Three Dollars (\$195,953.00). Such salary shall be paid in accordance with the District’s regular payroll practices and subject to applicable withholding amounts.
- b. For the 2024-2025 school year, the Employee shall be paid a doctoral stipend in the amount of One Thousand Dollars (\$1,000.00), which shall be paid in accordance with the District’s regular payroll practices and subject to applicable withholding amounts. The District makes no representation to Employee that the stipend referenced in this paragraph III (b) will be credited by the New York State Teachers Retirement System for the purposes of determining retirement benefits.
- c. The salary for any year commencing thereafter should this Agreement be extended, shall be determined as follows:

- i. On or about June 15th of each year, the Board shall meet to discuss the Superintendent's recommendation, if any, as to what appropriate salary increase (and/or other forms of compensation and/or modification of benefits) shall be made to the salary, benefits and other compensation provided by this Agreement. The decision of the Board shall be communicated to the Superintendent of Schools (the "Superintendent") and thereafter by the Superintendent to the Employee on or about each June 30th during the term of this Agreement.
- ii. Any increase in the salary (and/or other forms of compensation or modification of benefits) of the Employee shall be in writing in the form of an amendment to this Agreement. Notwithstanding the above, any salary (or benefits) increase awarded to the Employee shall not be considered to be a new Agreement between the District and the Employee.
- iii. It is understood that the salary paid (or benefits granted) to the Employee in any year pursuant to this Agreement shall not be reduced from the salary paid to her in any subsequent year, unless agreed to in writing by both the Employee and the Board.

IV. DUTIES AND RESPONSIBILITIES: The Employee shall perform those duties as set forth in the job description relative to the position of Assistant Superintendent for Curriculum and Instruction, and other related duties as directed by the Board of Education and/or Superintendent of Schools. The Employee will have all of the entitlements and responsibilities commensurate with her position as defined by the New York State Education Law.

V. BENEFITS:

- a. Sick Leave: Effective July 1 of each year, the Employee shall be granted eighteen (18) sick days per year, with the written approval of the Superintendent of Schools. Notwithstanding the foregoing, in the event the Employee resigns or is terminated from her position during the course of a fiscal year, she shall be deemed to have earned a pro-rated number of sick days from July 1 of that year to the date of termination/resignation. The Employee is permitted to carry over her accumulated unused sick leave from her immediately previous position with the District.
- b. Vacation. Effective July 1 of each year, the Employee shall be credited with twenty (20) days of paid vacation, exclusive of legal and other school holidays established on the school district calendar. Notwithstanding the foregoing, in the event the Employee resigns or is terminated from her position during the course of a fiscal year, she shall be deemed to have earned a pro-rated number of vacation days from July 1 of that year to the date of termination/resignation. Vacation days are to be taken at convenient times upon reasonable advance notice to the Superintendent of Schools and may only be taken with the Superintendent's express approval.
- c. Health Insurance in Retirement. Upon retirement from the District after ten (10) years of service, the Board shall provide the Employee with individual or family

health insurance, as eligible, with the District to pay fifty (50) percent of the appropriate Individual premium, and thirty-five (35) percent of the appropriate Family premium; and, in either case, with the Employee to pay the remaining portion of the appropriate premium. The plan shall be the group policy offered to employees of the District.

VI. WORK YEAR: The Employee’s work year is from July 1 to June 30. She shall be required to attend such Board of Education meetings and other evening meetings as directed by the Superintendent of Schools.

VII. OTHER TERMS AND CONDITIONS OF EMPLOYMENT: Except as set forth in this Agreement, the Employee’s terms and conditions of employment will be as set forth in the Principals’ then current collective bargaining agreement, i.e., July 1, 2019-June 30, 2022, as amended from time to time, other than Articles 1, 2, 9, 10, and 12, and except to the extent that the provisions in the Principals’ agreement are inconsistent with the provisions contained herein.

VIII. WRITTEN AGREEMENT: This Agreement at the election of the Board shall continue in full force and effect during the term of employment of the Employee.

IX. SEVERABILITY: If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of the Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect.

X. EFFECTIVE DATE: This Agreement shall be effective on the 1st day of July 2024 through the 30th of June, 2025.

XI. ENTIRE AGREEMENT: This Agreement constitutes the full and complete agreement between the Board and the Employee and may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

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

Dated: _____

By: _____
President, Board of Education

Dated: _____

Dr. Lisa Conte, Assistant Superintendent for
Curriculum and Instruction

EMPLOYMENT AGREEMENT

DISTRICT CLERK

JENNIE L. PADILLA

WHEREAS, the Board of Education of the Valley Stream Union Free School District Twenty-Four (“District”) desires to appoint Jennie L. Padilla (“Employee”) to the position of District Clerk;

NOW THEREFORE, the parties mutually agree upon the terms and conditions of the employment of Employee, as follows:

1. **Term** - This Agreement shall commence on July 1, 2024 and terminate upon the annual reorganization meeting of the District.

2. **Salary** – The annual salary of the Employee shall be \$18,500, prorated.

3. **Performance Bonus** - Employee shall be entitled to receive a performance bonus in the amount of \$1,500 for the satisfactory performance of duties associated with overseeing the annual election and any special elections during the term of the Agreement. The determination of such satisfactory performance will be made by the Board President in consultation with the Board of Education.

4. **Duties and Responsibilities** – The Employee’s duties and responsibilities shall be those as set forth in the job description relative to the position of District Clerk. The parties acknowledge that they are both subject to the laws of the State of New York and applicable rules and regulations of the Board of Regents and Commissioner of Education of New York and said laws, rules, and regulations govern their relationship and the determination of their respective powers and duties.

5. **Work Year** – The Employee shall work a twelve-month work year, July 1st through June 30th. The Employee’s work week shall be 15-20 hours per month. The Employee’s salary will be pro-rated for hours actually worked. The Employee shall not be required to work during school recess periods or on school holidays, except that the Employee shall be required to work over the summer. In addition, Employee shall attend all meetings of the Board of Education, the Annual Budget Vote and other meetings as required by the Board of Education.

6. **Holidays** – The Employee shall be entitled to State and federal legal holidays, to be taken pursuant to the Central Office holiday calendar.

7. **Expense Reimbursement** – The Employee will be reimbursed for necessary expenses for employment-related fingerprinting upon presentation of an itemized accounting and receipts of such out-of-pocket expenditures.

8. **Termination** – This Agreement may be terminated by resignation of the Employee, which shall be submitted in writing to the Superintendent of Schools and Board of Education upon no less than thirty (30) days’ notice. The Parties agree that notwithstanding any provision of the New York State Education Law to the contrary, the Employee shall be considered “at-will.” The

Employee hereby waives her rights pursuant to Education Law § 306 to a hearing prior to termination.

9. **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.

10. **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.

11. **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.

12. **Venue** – Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.

13. **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.

14. **Amendment** – This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

15. **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.

16. **No Guarantee of Employment** – This Agreement shall in no way constitute a guarantee of employment to the Employee during or after the term of this Agreement. Similarly, this Agreement shall not constitute any guarantee that the Board of Education will continue to maintain the position of Employee.

**BOARD OF EDUCATION
VALLEY STREAM UNION FREE
SCHOOL DISTRICT TWENTY-FOUR**

Dated: _____

BY: _____
President

Dated: _____

Jennie L. Padilla
Employee

VALLEY STREAM UFSD #24

**Treasurer's Report
and
Bank Collateral Statements
May 31, 2024**

Respectfully submitted:

Brian K. Cleary, C.P.A.

Brian K. Cleary, C.P.A.

6/14/2024

Date

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

05/31/24

GENERAL FUND

	JPMorgan Chase Checking	JPMorgan Chase Checking	NY Class	Metropolitan Commercial	Totals
Cash Balance - Beginning	\$ 5,765,975.18	\$ 54,610.44	\$ 141,951.89	\$ 5,418,350.95	\$ 11,380,888.46
Add - Receipts	19,159,116.56	959,708.15	2,001,198.91	23,408.40	22,143,432.02
Total	24,925,091.74	1,014,318.59	2,143,150.80	5,441,759.35	33,524,320.48
Less - Disbursements	(15,512,147.55)	(956,382.28)	-	-	(16,468,529.83)
May 31, 2024	9,412,944.19	57,936.31	2,143,150.80	5,441,759.35	17,055,790.65
Deposits In Transit	-	-	-	-	-
Outstanding Checks	552,526.88	358,070.89	-	-	910,597.77
Total	9,965,471.07	416,007.20	2,143,150.80	5,441,759.35	17,966,388.42
Net Wires in Transit	-	-	-	-	-
Reconciling items	-	-	-	-	-
Balance Per Statement	\$ 9,965,471.07	\$ 416,007.20	\$ 2,143,150.80	\$ 5,441,759.35	17,966,388.42

TRUST & AGENCY FUND

	JPMorgan Chase Payroll	JPMorgan Chase Scholarship	JPMorgan Chase Student Dept	Totals
Cash Balance - Beginning	\$ 4,432.43	\$ 534.75	\$ 1,955.24	\$ 6,922.42
Add - Receipts	1,017,914.83	1.14	16,956.37	1,034,872.34
Total	1,022,347.26	535.89	18,911.61	1,041,794.76
Less - Disbursements	(1,017,792.47)	(150.00)	(40.00)	(1,017,982.47)
Cash Balance - End	4,554.79	385.89	18,871.61	23,812.29
Deposits In Transit	-	-	-	-
Outstanding Checks	11,441.59	150.00	40.00	11,631.59
Total	15,996.38	535.89	18,911.61	35,443.88
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	\$ 15,996.38	\$ 535.89	\$ 18,911.61	\$ 35,443.88

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	\$ 756.42	\$ 4,752.50	\$ 2,807.26	\$ 5,508.92
Add - Receipts	45,215.69	155,065.65	5.96	200,281.34
Total	45,972.11	159,818.15	2,813.22	205,790.26
Less - Disbursements	(37,042.93)	(153,905.98)	-	(190,948.91)
Cash Balance - End	8,929.18	5,912.17	2,813.22	14,841.35
Deposits In Transit	-	-	-	-
Outstanding Checks	285.50	-	-	285.50
Total	9,214.68	5,912.17	2,813.22	15,126.85
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	\$ 9,214.68	\$ 5,912.17	\$ 2,813.22	15,126.85

(0.00)

Total Funds

18,016,959.15

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

05/31/24

COLLATERAL ANALYSIS

Bank Statement Balances - end of month

	JPMorgan Chase	Metropolitan Commercial	NY Class
		**	***
General Fund - Checking	\$ 9,965,471.07		
General Fund - NY Class		5,441,759.35	2,143,150.80
GF Trust & Agency - Checking	416,007.20		
Trust & Agency - Payroll	15,996.38		
Trust & Agency - Scholarship	535.89		
School Lunch Fund	9,214.68		
Federal Fund	5,912.17		
Capital Fund	2,813.22		
Trust & Agency - Student Dept	18,911.61		
	<u>\$ 10,434,862.22</u>	<u>\$ 5,441,759.35</u>	<u>\$ 2,143,150.80</u>
Less:			
FDIC - General Fund	\$ (250,000.00)	\$ (5,441,759.35)	\$ (250,000.00)
FDIC - Payroll	(15,996.38)	-	-
Bank Balances not covered by FDIC	10,168,865.84	-	1,893,150.80
Required Collateral	10,372,243.16	-	1,931,013.82
Collateral Held by 3rd Party - BNY Mellon	-		
Collateral JPMorgan Chase	(11,544,661.65)		
Collateral Held by NY Class		-	(1,931,013.82)
If this Line balance is negative COLLATERAL IS ADEQUATE !	<u>\$ (1,172,418.49)</u>	<u>\$ -</u>	<u>\$ -</u>

** All accounts invested in various banks and FDIC insured

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

Total Requirements as of 05/24/2024: \$19,927,586.69 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
353187CR6	FRANKLIN CNTY OHIO HOSP REV 20450515 5.00000	22,040,000.00	22,145,130.80
Total Market Value:			22,145,130.80

Total Requirements as of 05/28/2024: \$19,904,829.99 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
403755T43	GWINNETT CNTY GA SCH DIST 20360201 4.00000	10,860,000.00	10,769,427.60
881847VL8	TEXARKANA TEX INDPT SCH DIST 20530215 4.00000	9,680,000.00	9,138,210.40
Total Market Value:			19,907,638.00

Total Requirements as of 05/29/2024: \$19,058,028.60 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
130178X76	CALIFORNIA EDL FACS AUTH REV 20430601 5.00000	12,945,000.00	15,138,789.15
7632617B4	RICHARDSON TEX INDPT SCH DIST 20470215 4.00000	4,180,000.00	3,923,055.40
Total Market Value:			19,061,844.55

Total Requirements as of 05/30/2024: \$15,240,072.76 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
93974ESA5	WASHINGTON ST 20450801 5.00000	875,000.00	931,061.25
97705MXT7	WISCONSIN ST 20420501 4.00000	16,150,000.00	15,901,451.50
Total Market Value:			16,832,512.75

Total Requirements as of 05/31/2024: \$10,388,559.46 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
59465HTY2	MICHIGAN ST HOSP FIN AUTH REV 20471115 5.00000	11,435,000.00	11,544,661.65
Total Market Value:			11,544,661.65

Valley Stream #24
 Claims Audit Summary
 July 1, 2023 - June 30, 2024

	1st Quarter Totals			2nd Quarter Totals			6-Month Summary			3rd Quarter Totals			4th Quarter Totals			Year to Date		
	# of Instances	% of Claims	% of Instances	# of Instances	% of Claims	% of Instances	# of Instances	% of Claims	% of Instances	# of Instances	% of Claims	% of Instances	# of Instances	% of Claims	% of Instances	# of Instances	% of Claims	% of Instances
Claims Audit Issue																		
Significant Issues:																		
Duplicate payment	1	0.20	100.00	0	0.00	0.00	1	0.09	100.00	0	0.00	0.00	0	0.00	0.00	1	0.04	33.33
Late fees incurred	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	2	0.36	100.00	2	0.09	66.67
Total Issues:	1	0.20	100.00	0	0.00	0.00	1	0.09	100.00	0	0.00	0.00	2	0.36	100.00	3	0.13	100.00
TOTAL NUMBER OF INSTANCES	1.00	0.20	100.00	0	0.00	0.00	1	0.09	100.00	0	0.00	0.00	2	0.36	100.00	3	0.13	100.00
TOTAL CLAIMS AUDITED (excluding Medicare)	512			579			1,091			632			551			2,274		
TOTAL MEDICARE PAYMENTS	0			0			0			58			0			58		
TOTAL ALL PAYMENTS	512			579			1,091			690			551			2,332		
TOTAL \$ APPROVED	\$6,430,291.40			\$12,709,811.73			\$19,140,103.13			\$11,696,893.06			\$15,962,681.52			\$46,799,677.71		



June 30, 2024

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

Board of Education:

During our claims audit procedures conducted in June 2024, we reviewed approximately 164 claims, which total \$7,567,943.68, and have noted no findings. We have approved all claims presented as valid claims against the District.

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

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

Sincerely,

Cerini & Associates LLP

Cerini & Associates, LLP
Claims Auditors

**Valley Stream 24 UFSD
Warrant Summary
June 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
72	A	6735	6760	45	45	\$ 559,526.59
			Wires			
75	A	6761	6787	50	50	\$ 1,000,528.94
73	A	1062	1062	1	1	\$ 2,340.00
74	A		Wire	1	1	\$ 862,667.92
76	A		Wire	1	1	\$ 3,370,467.79
23	C	1318	1318	1	1	\$ 46,781.98
27	F	1359	1362	6	6	\$ 35,063.77
			Wires			
28	F	1363	1367	9	9	\$ 45,058.31
			Wires			
46	T	1940	1945	6	6	\$ 5,527.80
47	T	1946	1956	11	11	\$ 351,136.23
45	T		Wires	17	17	\$ 285,742.78
48	T		Wires	16	16	\$ 1,003,101.57
Totals				164	164	\$ 7,567,943.68

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 5/31/2024



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1010.4	BOARD OF ED EXPENSES		15,000.00	0.00	15,000.00	9,363.82	3,343.57	2,292.61
A 1010.45	BOARD OF ED SUPPLIES		1,200.00	0.00	1,200.00	711.47	0.00	488.53
1010	BOARD OF EDUCATION	*	16,200.00	0.00	16,200.00	10,075.29	3,343.57	2,781.14
A 1040.16	DISTRICT CLERK SALARY		15,810.00	0.00	15,810.00	13,045.84	1,291.66	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	53.81	43.73	152.46
1040	DISTRICT CLERK	*	16,310.00	0.00	16,310.00	13,349.65	1,335.39	1,624.96
A 1060.4	CONTRACTUAL EXPENSE		13,500.00	33,200.00	46,700.00	39,250.70	6,783.50	665.80
A 1060.45	MATERIAL & SUPPLIES		100.00	-55.00	45.00	0.00	0.00	45.00
1060	DISTRICT MEETING	*	13,600.00	33,145.00	46,745.00	39,250.70	6,783.50	710.80
10	Consolidated Payroll	**	46,110.00	33,145.00	79,255.00	62,675.64	11,462.46	5,116.90
A 1240.15	CENTRAL ADMIN SALARY		245,000.00	-19,701.25	225,298.75	206,250.00	18,750.00	298.75
A 1240.16	CENTRAL OFFICE SALARIES		130,188.00	5,701.25	135,889.25	124,407.98	11,481.27	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	14,688.18	1,645.16	666.66
A 1240.45	SUPT OFFICE SUPPLIES		2,000.00	1,150.00	3,150.00	2,884.31	164.40	101.29
1240	CHIEF SCHOOL ADMINISTRATOR	*	383,688.00	-2,350.00	381,338.00	348,230.47	32,040.83	1,066.70
12		**	383,688.00	-2,350.00	381,338.00	348,230.47	32,040.83	1,066.70
A 1310.15	BUSINESS MANAGER SALARY		189,714.00	-700.00	189,014.00	172,968.62	15,724.38	321.00
A 1310.16	BUSINESS OFFICE SALARIES		280,107.00	-16,743.00	263,364.00	238,153.77	23,257.62	1,952.61
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	963.90	783.56
A 1310.407-1	OFFICE MACHINE REPAIRS		3,500.00	0.00	3,500.00	3,031.85	468.15	0.00
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	1,905.22	781.17	313.61
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	38,700.65	8,799.35	-10,000.00
1310	BUSINESS ADMINISTRATOR	*	537,966.00	-14,743.00	523,223.00	478,757.65	49,994.57	-5,529.22
A 1320.4	AUDITING EXPENSE		72,000.00	43,150.00	115,150.00	62,000.00	53,150.00	0.00
1320	AUDITING	*	72,000.00	43,150.00	115,150.00	62,000.00	53,150.00	0.00
A 1325.16	TREASURER-SALARY		13,655.00	95.00	13,750.00	12,604.24	1,145.76	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	12,604.24	1,145.76	4.60

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Appropriation Status Detail Report By Function From 7/1/2023 To 5/31/2024



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	553,361.89	104,290.33	-5,524.62
A 1420.4	ATTORNEY FEES	60,000.00	65,000.00	125,000.00	103,483.00	21,517.00	0.00
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	19,685.25	15,314.75	0.00
1420	LEGAL FEES	98,000.00	65,000.00	163,000.00	123,168.25	36,831.75	3,000.00
A 1430.4	PERSONNEL EXPENSES	5,500.00	1,000.00	6,500.00	5,760.75	581.25	158.00
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	13,810.75	581.25	158.00
A 1480.4	PUBLIC INFO EXPENSES	17,000.00	4,668.00	21,668.00	16,862.34	4,048.91	756.75
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	41,954.00	8,390.20	0.80
1480	PUBLIC INFO AND SERVICE	50,500.00	21,613.40	72,113.40	58,916.74	12,439.11	757.55
14		159,000.00	90,663.40	249,663.40	195,895.74	49,852.11	3,915.55
A 1620.16	CUSTODIAL SALARIES	5,105.00	2,052.50	7,157.50	12,653.75	0.00	-5,496.25
A 1620.160-1	CUSTODIAL SALARIES-BAS	227,027.00	-7,125.33	219,901.67	203,912.55	16,900.92	-911.80
A 1620.160-2	CUSTODIAL SALARIES-RWC	222,642.00	0.00	222,642.00	205,462.93	9,307.46	7,871.61
A 1620.160-3	CUSTODIAL SALARIES-WLB	206,384.00	6,296.80	212,680.80	199,121.28	16,210.52	-2,651.00
A 1620.161-1	CUSTODIAL OVERTIME-BAS	16,000.00	0.00	16,000.00	10,501.41	0.00	5,498.59
A 1620.161-2	CUSTODIAL OVERTIME-RWC	11,000.00	0.00	11,000.00	6,845.98	0.00	4,154.02
A 1620.161-3	CUSTODIAL OVERTIME-WLB	18,000.00	-1,223.97	16,776.03	11,861.35	0.00	4,914.68
A 1620.162-1	SECURITY AIDE SALARY-BAS	31,713.00	8,226.76	39,939.76	39,485.69	5,975.05	-5,520.98
A 1620.162-2	SECURITY AIDE SALARY-RWC	33,984.00	2,262.52	36,246.52	33,279.81	6,373.50	-3,406.79
A 1620.162-3	SECURITY AIDE SALARY-WLB	32,847.00	2,390.76	35,237.76	32,606.09	6,236.32	-3,604.65
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	-1,067.80	3,682.20	0.00	0.00	3,682.20
A 1620.272-2	CLEANING EQUIPMENT-RWC	5,000.00	-1,067.79	3,932.21	0.00	0.00	3,932.21

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Appropriation Status Detail Report By Function From 7/1/2023 To 5/31/2024



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1620.272-3	CLEANING EQUIPMENT-WLB	4,750.00	-1,067.80	3,682.20	0.00	0.00	3,682.20
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	47,436.27	5,913.73	4,650.00
A 1620.406-12	GAS/ELECTRIC-RWC	28,000.00	2,000.00	30,000.00	23,720.32	3,959.09	2,320.59
A 1620.406-13	GAS/ELECTRIC-WLB	57,000.00	8,000.00	65,000.00	57,432.48	6,017.52	1,550.00
A 1620.406-21	WATER EXPENSES-BAS	5,000.00	350.00	5,350.00	5,015.40	457.90	-123.30
A 1620.406-22	WATER EXPENSES-RWC	3,000.00	2,000.00	5,000.00	4,406.54	593.46	0.00
A 1620.406-23	WATER EXPENSES-WLB	7,000.00	-2,350.00	4,650.00	3,608.13	891.87	150.00
A 1620.406-31	TELEPHONE EXPENSES-BAS	10,000.00	0.00	10,000.00	7,811.09	2,188.91	0.00
A 1620.406-32	TELEPHONE EXPENSES-RWC	11,000.00	1,000.00	12,000.00	10,886.69	1,113.31	0.00
A 1620.406-33	TELEPHONE EXPENSES-WLB	14,000.00	1,100.00	15,100.00	12,437.59	2,662.41	0.00
A 1620.406-61	CONTRACTUAL ELECTRICAL-BAS	4,000.00	-425.00	3,575.00	2,700.06	100.00	774.94
A 1620.406-62	CONTRACTUAL ELECTRICAL-RWC	4,000.00	850.00	4,850.00	4,643.56	107.00	99.44
A 1620.406-63	CONTRACTUAL ELECTRICAL-WLB	4,000.00	-425.00	3,575.00	2,700.05	100.00	774.95
A 1620.406-71	PROF & TECH EXPENSE-BAS	19,400.00	-1,750.00	17,650.00	12,384.17	1,398.67	3,867.16
A 1620.406-72	PROF & TECH EXPENSE-RWC	14,400.00	-1,750.00	12,650.00	9,071.00	676.84	2,902.16
A 1620.406-73	PROF & TECH EXPENSE-WLB	10,500.00	3,500.00	14,000.00	12,484.23	1,348.59	167.18
A 1620.407-21	CLEANING EXPENSES-BAS	5,500.00	0.00	5,500.00	1,190.41	469.54	3,840.05
A 1620.407-22	CLEANING EXPENSES-RWC	4,000.00	0.00	4,000.00	1,160.34	439.66	2,400.00
A 1620.407-23	CLEANING EXPENSES-WLB	5,500.00	0.00	5,500.00	1,796.31	313.49	3,390.20
A 1620.407-51	SECURITY-BAS	62,000.00	28,550.00	90,550.00	77,835.53	10,950.47	1,764.00
A 1620.407-52	SECURITY-RWC	63,000.00	27,050.00	90,050.00	77,196.46	12,225.54	628.00
A 1620.407-53	SECURITY-WLB	75,000.00	14,150.00	89,150.00	76,370.72	11,415.28	1,364.00
A 1620.457-21	CLEANING SUPPLIES-BAS	16,000.00	0.00	16,000.00	6,309.97	7,271.62	2,418.41
A 1620.457-22	CLEANING SUPPLIES-RWC	14,500.00	0.00	14,500.00	5,083.96	7,277.63	2,138.41
A 1620.457-23	CLEANING SUPPLIES-WLB	14,500.00	0.00	14,500.00	5,831.30	7,601.71	1,066.99
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

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1620.458-22	UNIFORM SUPPLIES-RWC	1,800.00	0.00	1,800.00	1,729.65	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	110,676.65	1,434,178.65	1,234,034.79	146,939.29	53,204.57
A 1621.16	MAINTENANCE SALARIES	214,825.00	2,152.00	216,977.00	198,978.88	17,998.12	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	-201.67	2,398.33	2,398.33	0.00	0.00
A 1621.280-2	GROUNDS-RWC	3,300.00	-901.66	2,398.34	2,398.34	0.00	0.00
A 1621.280-3	GROUNDS-WLB	2,600.00	-201.67	2,398.33	2,398.33	0.00	0.00
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	926.77	73.23	0.00
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	11,713.80	3,631.58	534.62
A 1621.406-83	HEATING/COOLING EXPENSE-WLB	8,500.00	14,565.00	23,065.00	19,712.86	3,352.14	0.00
A 1621.406-91	PLUMBING EXPENSE-BAS	2,000.00	-500.00	1,500.00	564.61	340.39	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	5,628.81	255.48	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	981.82	437.12
A 1621.407-3	SITE WORK	67,000.00	47,750.00	114,750.00	53,189.99	55,036.50	6,523.51
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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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
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	201.67	3,701.67	0.00	3,701.67	0.00
A 1621.407-31-3	ATHLETIC FIELDS-RWC	3,750.00	901.66	4,651.66	0.00	4,651.66	0.00
A 1621.407-31-4	ATHLETIC FIELDS-WLB	3,750.00	201.67	3,951.67	0.00	3,951.67	0.00
A 1621.408-31	AUTOMOTIVE EXPENSE-BAS	0.00	633.67	633.67	0.00	0.00	633.67
A 1621.408-32	AUTOMOTIVE EXPENSE-RWC	0.00	633.67	633.67	0.00	0.00	633.67
A 1621.408-33	AUTOMOTIVE EXPENSE-WLB	0.00	633.66	633.66	0.00	0.00	633.66
A 1621.450-1	MATERIAL & SUPPLIES-BAS	5,000.00	22,500.00	27,500.00	2,858.83	20,092.36	4,548.81
A 1621.450-2	MATERIAL & SUPPLIES-RWC	5,000.00	2,900.00	7,900.00	5,125.71	920.11	1,854.18
A 1621.450-3	MATERIAL & SUPPLIES-WLB	5,000.00	1,500.00	6,500.00	3,976.16	272.19	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	192.43	157.57	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	839.61	10.39	850.00
A 1621.456-82	HEATING/COOLING SUPPLIES-RWC	1,700.00	0.00	1,700.00	1,010.78	201.22	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	1,075.00	6,075.00	620.59	5,418.80	35.61
A 1621.457-02	REPAIRS-GENERAL-RWC	5,000.00	-1,550.00	3,450.00	752.99	265.13	2,431.88
A 1621.457-03	REPAIRS-GENERAL-WLB	5,000.00	-1,650.00	3,350.00	1,102.72	982.99	1,264.29
A 1621.457-61	HARDWARE-BAS	1,000.00	0.00	1,000.00	168.38	131.62	700.00
A 1621.457-62	HARDWARE-RWC	1,000.00	0.00	1,000.00	110.57	139.43	750.00
A 1621.457-63	HARDWARE-WLB	1,000.00	0.00	1,000.00	191.28	158.72	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	1,023.16	1,154.44	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

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
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
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	1,584.13	2,917.13	1,726.70	651.49	538.94
A 1621.458-32	AUTOMOTIVE-RWC	1,333.00	1,684.12	3,017.12	1,713.46	639.74	663.92
A 1621.458-33	AUTOMOTIVE-WLB	1,334.00	1,684.14	3,018.14	1,726.69	651.50	639.95
1621	MAINTENANCE OF PLANT	446,325.00	96,963.39	543,288.39	349,410.79	136,297.26	57,580.34
A 1670.400-1	CENTRAL PRINTING EXPENSE-BAS	5,650.00	0.00	5,650.00	2,800.47	2,161.27	688.26
A 1670.400-2	CENTRAL PRINTING EXPENSE-RWC	5,650.00	0.00	5,650.00	2,800.47	1,914.94	934.59
A 1670.400-3	CENTRAL PRINTING EXPENSE-WLB	5,700.00	41.40	5,741.40	3,767.28	1,974.12	0.00
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	12,018.22	6,050.33	1,722.85
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	28,121.21	11,878.79	0.00
A 1680.490-1	BOCES DATA WAREHOUSING	125,000.00	0.00	125,000.00	122,911.44	20,088.56	-18,000.00
1680	DATA PROCESSING DISTRICT	165,500.00	-500.00	165,000.00	151,032.65	31,967.35	-18,000.00
16		1,957,327.00	204,931.44	2,162,258.44	1,746,496.45	321,254.23	94,507.76
A 1910.4	UNALLOCATED INS	190,000.00	-2,100.00	187,900.00	182,762.03	4,620.97	517.00
1910	UNALLOCATED INSURANCE	190,000.00	-2,100.00	187,900.00	182,762.03	4,620.97	517.00
A 1920.4	SCHOOL ASSOC DUES	18,000.00	0.00	18,000.00	16,476.00	375.00	1,149.00
1920	SCHOOL ASSOCIATION DUES	18,000.00	0.00	18,000.00	16,476.00	375.00	1,149.00
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	9,635.00	1,927.00	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	144,489.00	1,927.00	0.00
19	Disability Insurance	355,016.00	422,900.00	777,916.00	768,727.03	6,922.97	2,266.00
1		3,526,962.00	775,596.44	4,302,558.44	3,675,387.22	525,822.93	101,348.29

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
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	-103.00	193,111.00	177,018.60	16,092.40	0.00
A 2010.16	CURRICULUM SALARIES	12,000.00	-12,000.00	0.00	0.00	0.00	0.00
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	-310.18	2,689.82	491.81	0.00	2,198.01
A 2010.451	DUP PAPER/REPT CARD	5,000.00	-500.00	4,500.00	2,040.00	0.00	2,460.00
A 2010.49	BOCES CURRICULUM DEVELOPMENT	65,000.00	0.00	65,000.00	56,929.92	8,070.08	0.00
2010	CURR. DEV./SUPERVISION *	281,714.00	-13,993.18	267,720.82	236,580.33	24,162.48	6,978.01
A 2020.15	BUILDING PRINCIPALS SALARIES	324,047.00	-25,406.33	298,640.67	257,711.91	22,333.36	18,595.40
A 2020.150-1	BUILDING PRINCIPALS SALARIES-BAS	185,620.00	938.00	186,558.00	171,011.50	15,546.50	0.00
A 2020.150-2	BUILDING PRINCIPALS SALARIES-RWC	164,970.00	0.00	164,970.00	151,220.74	13,747.26	2.00
A 2020.150-3	BUILDING PRINCIPALS SALARIES-WLB	151,898.00	-938.00	150,960.00	138,286.50	12,571.50	102.00
A 2020.160-1	BUILDG OFFICE SALARIES-BAS	44,051.00	6,824.00	50,875.00	46,531.46	4,343.54	0.00
A 2020.160-2	BUILDG OFFICE SALARIES-RWC	59,019.00	8,922.00	67,941.00	62,116.88	5,824.12	0.00
A 2020.160-3	BUILDG OFFICE SALARIES-WLB	46,319.00	8,109.33	54,428.33	49,875.10	4,553.23	0.00
A 2020.4	SUPERVISION EXPENSES	1,000.00	4,500.00	5,500.00	4,355.32	444.39	700.29
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	116.75	383.25	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	6,883.80	1,366.00	0.20
A 2020.451-20	OFFICE PAPER-WLB	7,000.00	0.00	7,000.00	5,610.00	390.00	1,000.00
A 2020.451-30	OFFICE PAPER-RWC	8,500.00	0.00	8,500.00	9,180.00	820.00	-1,500.00
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	904,533.21	83,036.08	20,324.89
A 2060.15	INSTRUCTIONAL SALARIE	30,000.00	0.00	30,000.00	25,400.98	4,599.02	0.00
2060	RESEARCH PLAN/EVAL *	30,000.00	0.00	30,000.00	25,400.98	4,599.02	0.00
A 2070.40	INSERV TRAINING	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00

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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	225.00	275.00
A 2070.43	INSERVICE TRNG-RWC	500.00	0.00	500.00	475.00	0.00	25.00
A 2070.44	INSERVICE TRNG-D.W.	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2070.444	STAFF DEVELOPMENT	10,000.00	0.00	10,000.00	4,928.52	4,875.00	196.48
A 2070.490	BOCES STAFF DEVELOPMENT	25,000.00	0.00	25,000.00	20,550.40	4,449.60	0.00
2070	IN-SERV TRAIN-INSTR.	38,500.00	0.00	38,500.00	25,953.92	9,549.60	2,996.48
20	Group Insurance	1,352,138.00	-8,023.00	1,344,115.00	1,192,468.44	121,347.18	30,299.38
A 2110.12	TEACHERS 1-6 SALARIES	695,198.00	-454,884.00	240,314.00	182,268.00	60,756.00	-2,710.00
A 2110.120-1	TEACHERS 1-6 SALARIES-BAS	2,320,026.00	-200,000.00	2,120,026.00	1,635,811.43	471,543.83	12,670.74
A 2110.120-2	TEACHERS 1-6 SALARIES-RWC	2,771,555.00	-446,935.60	2,324,619.40	1,790,125.16	451,831.79	82,662.45
A 2110.120-3	TEACHERS 1-6 SALARIES-WLB	2,112,242.00	8,814.00	2,121,056.00	1,667,841.46	482,084.73	-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	148,465.52	49,488.48	-984.00
A 2110.121-2	KINDERGARTEN TEACHERS SALARIES-RWC	204,384.00	148,192.00	352,576.00	266,483.98	88,828.02	-2,736.00
A 2110.121-3	KINDERGARTEN TEACHERS SALARIES-WLB	155,788.00	12,351.00	168,139.00	130,226.32	43,841.68	-5,929.00
A 2110.123	AFTER SCHOOL PROGRAMS	0.00	10,757.00	10,757.00	9,915.30	1,101.70	-260.00
A 2110.123-1	AFTER SCHOOL PROGRAMS-BAS	6,650.00	0.00	6,650.00	6,015.23	768.77	-134.00
A 2110.123-2	AFTER SCHOOL PROGRAMS-RWC	6,700.00	0.00	6,700.00	6,416.12	620.43	-336.55
A 2110.123-3	AFTER SCHOOL PROGRAMS-WLB	6,650.00	867.69	7,517.69	7,420.95	735.58	-638.84
A 2110.124-1	SUPPORT SERVICES SALARIES-BAS	400,000.00	-11,624.69	388,375.31	307,522.42	56,729.78	24,123.11
A 2110.124-2	SUPPORT SERVICES SALARIES-RWC	410,849.00	-1,625.00	409,224.00	288,447.50	96,180.00	24,596.50
A 2110.124-3	SUPPORT SERVICES SALARIES-WLB	410,000.00	-168,981.00	241,019.00	168,880.50	56,293.50	15,845.00
A 2110.129-1	EXTRA DUTIES/SERVICES-BAS	15,000.00	0.00	15,000.00	21,467.64	0.00	-6,467.64
A 2110.129-2	EXTRA DUTIES/SERVICES-RWC	10,000.00	0.00	10,000.00	15,899.14	0.00	-5,899.14
A 2110.129-3	EXTRA DUTIES/SERVICES-WLB	25,000.00	0.00	25,000.00	9,567.06	0.00	15,432.94
A 2110.140-1	SUB TEACHERS SALARIES-BAS	50,000.00	0.00	50,000.00	49,007.50	0.00	992.50
A 2110.140-2	SUB TEACHERS SALARIES-RWC	50,000.00	0.00	50,000.00	54,010.00	0.00	-4,010.00
A 2110.140-3	SUB TEACHERS SALARIES-WLB	115,000.00	0.00	115,000.00	47,367.50	0.00	67,632.50
A 2110.160-1	LCH/CRM/CPY AIDES-BAS	209,672.00	0.00	209,672.00	189,438.95	15,007.27	5,225.78
A 2110.160-2	LCH/CRM/CPY AIDES-RWC	146,423.00	0.00	146,423.00	182,423.14	7,783.48	-43,783.62
A 2110.160-3	LCH/CRM/CPY AIDES-WLB	177,302.00	-12,880.04	164,421.96	148,773.24	2,148.38	13,500.34

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
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	22,563.72	3,281.44	-845.16
A 2110.400-72	COPIER LEASES-WLB	38,000.00	-3,541.40	34,458.60	30,736.94	4,895.22	-1,173.56
A 2110.400-73	COPIER LEASES-RWC	17,000.00	5,051.00	22,051.00	20,705.04	3,277.57	-1,931.61
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	48.49	101.51	350.00
A 2110.406-42	STAFF MILEAGE-RWC	500.00	0.00	500.00	204.56	100.00	195.44
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	6,923.00	234.55	2,842.45
A 2110.450-2	WLB-GENERAL INSTR SUPPLIES	10,000.00	228.59	10,228.59	8,240.80	0.00	1,987.79
A 2110.450-3	RWC-GENERAL INSTR SUPPLIES	16,000.00	-1,080.13	14,919.87	11,622.93	951.77	2,345.17
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	1,812.14	127.06	60.80

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.451-02	WLB-KINDERGARTEN	1,500.00	0.00	1,500.00	1,456.70	35.94	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
A 2110.452-42	READING SUPPLIES-WLB	2,000.00	0.00	2,000.00	1,766.11	233.89	0.00
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	621.50	378.50	0.00
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	3,299.46	0.00	0.54
A 2110.453-03	RWC-ART	3,800.00	0.00	3,800.00	3,771.82	0.00	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	322.86	30.66	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	2,590.25	0.00	409.75
A 2110.453-92	INSTRU MUSIC-RWC	2,000.00	1,000.00	3,000.00	2,580.51	0.00	419.49
A 2110.453-93	INSTRU MUSIC-WLB	2,000.00	1,000.00	3,000.00	2,625.41	0.00	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	1,424.98	0.00	845.02

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.455-03	RWC-SUPPLEMENTAL	3,700.00	0.00	3,700.00	0.00	3,684.30	15.70
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
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	128,219.67	7,542.33	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	8,525.87	274.13	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	2,327.83	67.41	104.76
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	35,071.22	8,678.78	-6,250.00
A 2110.494-5	OUTDOOR EDUCATION	33,500.00	0.00	33,500.00	3,745.00	29,755.00	0.00
A 2110.495-5	BOCES-ARTS IN EDUC	25,000.00	0.00	25,000.00	18,708.79	6,291.21	0.00
2110	REGULAR SCHOOL	11,051,833.00	-1,032,067.90	10,019,765.10	7,725,104.67	1,965,648.85	329,011.58
A 2111.154-5	OUTDOOR EDUCATION SALARIES	0.00	0.00	0.00	634.35	0.00	-634.35
2111	ENG. SEC.LANG.	0.00	0.00	0.00	634.35	0.00	-634.35
21	New York State Income Tax	11,051,833.00	-1,032,067.90	10,019,765.10	7,725,739.02	1,965,648.85	328,377.23
A 2250.150-1	RR/SPEECH/CID SALARIES-BAS	275,000.00	0.00	275,000.00	208,017.33	65,722.16	1,260.51
A 2250.150-2	RR/SPEECH/CID SALARIES-RWC	700,000.00	0.00	700,000.00	393,220.23	99,567.96	207,211.81
A 2250.150-3	RR/SPEECH/CID SALARIES-WLB	637,354.00	0.00	637,354.00	357,449.30	115,937.16	163,967.54
A 2250.151	INCLUSION TEACHERS SALARIES	0.00	91,554.00	91,554.00	69,622.26	23,616.24	-1,684.50
A 2250.151-1	INCLUSION TEACHERS SALARIES-BAS	510,000.00	0.00	510,000.00	318,162.14	106,749.06	85,088.80
A 2250.151-2	INCLUSION TEACHERS SALARIES-RWC	513,542.00	618,937.60	1,132,479.60	899,783.62	249,876.88	-17,180.90
A 2250.151-3	INCLUSION TEACHERS SALARIES-WLB	0.00	169,254.00	169,254.00	127,989.66	42,730.34	-1,466.00

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available	
A 2250.152	SUMMER SPECIAL EDUCATION SALARIES	2,500.00	-2,500.00	0.00	0.00	0.00	0.00	
A 2250.16	CSE OFFICE SALARIES	134,145.00	0.00	134,145.00	123,539.18	9,000.26	1,605.56	
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	44,736.68	6,492.29	9,018.50	
A 2250.161-1	INCLUSION AIDES SALARIES-BAS	40,000.00	9,152.53	49,152.53	37,864.01	2,773.81	8,514.71	
A 2250.161-2	INCLUSION AIDES SALARIES-RWC	165,000.00	0.00	165,000.00	118,549.72	26,306.92	20,143.36	
A 2250.161-3	INCLUSION AIDES SALARIES-WLB	175,493.00	0.00	175,493.00	114,347.33	34,890.29	26,255.38	
A 2250.2	SPECIAL ED EQUIP GENERAL	1,000.00	-900.00	100.00	0.00	0.00	100.00	
A 2250.237	CID EQUIPMENT	1,000.00	-900.00	100.00	0.00	0.00	100.00	
A 2250.4	SPECIAL ED EXPENSES	15,000.00	33,300.00	48,300.00	30,783.50	13,304.80	4,211.70	
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	150,140.29	196,025.71	48,834.00	
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	4,503.32	277.35	219.33	
A 2250.451	OFFICE PAPER-CSE	500.00	-300.00	200.00	0.00	200.00	0.00	
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	844.00	844.00	713.45	129.23	1.32	
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	-244.00	756.00	526.68	0.00	229.32	
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	1,130.70	0.00	209.30	
A 2250.477	SPECIAL ED-TUITION	1,413,490.00	-22,627.00	1,390,863.00	588,868.28	733,431.72	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	2,458,345.29	857,209.71	46,990.00	
2250	HANDICAPPED PROGRAM	*	8,334,169.00	981,118.60	9,315,287.60	6,057,747.10	2,584,341.89	673,198.61
22	Federal Income Tax	**	8,334,169.00	981,118.60	9,315,287.60	6,057,747.10	2,584,341.89	673,198.61
A 2330.45	SUMMER SCHOOL SUPPLIES	1,000.00	416.65	1,416.65	416.65	153.00	847.00	
A 2330.49	BOCES SUMMER SCHOOL	50,000.00	12,000.00	62,000.00	62,000.00	0.00	0.00	
2330	OTHER SPEC. SCHOOLS	*	51,000.00	12,416.65	63,416.65	62,416.65	153.00	847.00
23	Income Executions	**	51,000.00	12,416.65	63,416.65	62,416.65	153.00	847.00

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2610.150-1	LIBRARY SALARIES-BAS	85,416.00	4,884.00	90,300.00	68,064.02	22,687.98	-452.00
A 2610.150-2	LIBRARY SALARIES-RWC	74,381.00	4,286.00	78,667.00	60,896.96	21,105.54	-3,335.50
A 2610.150-3	LIBRARY SALARIES-WLB	145,530.00	-9,170.00	136,360.00	104,206.50	34,735.50	-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
A 2610.405	AUDIO VISUAL EXPENSES	2,500.00	-1,278.52	1,221.48	1,092.34	67.33	61.81
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	24,623.71	2,876.29	0.00
2610	LIBRARY	365,127.00	0.00	365,127.00	285,537.73	81,472.64	-1,883.37
A 2630.12	COMPUTER SALARY	259,327.00	0.00	259,327.00	197,626.32	65,106.18	-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	2,535.51	12,535.51	8,440.30	1,799.00	2,296.21
A 2630.4	COMPUTER EXPENSES	25,000.00	-12,000.00	13,000.00	10,955.30	969.88	1,074.82
A 2630.45	COMPUTER SUPPLIES	25,000.00	3,000.00	28,000.00	21,897.62	6,092.25	10.13
A 2630.46	COMPUTER SOFTWARE	35,000.00	13,272.00	48,272.00	26,434.10	3,000.00	18,837.90
A 2630.49	BOCES E-RATE SERVICES	265,000.00	828.00	265,828.00	254,003.62	39,124.38	-27,300.00
2630	COMPUTER ASSISTED INSTRUCT.	619,327.00	7,635.51	626,962.51	519,357.26	116,091.69	-8,486.44
26	Social Security Tax	984,454.00	7,635.51	992,089.51	804,894.99	197,564.33	-10,369.81
A 2805.4	ATTENDANCE EXPENSES	18,000.00	0.00	18,000.00	0.00	22,869.58	-4,869.58
2805	ATTENDANCE	18,000.00	0.00	18,000.00	0.00	22,869.58	-4,869.58
A 2815.16	SCHOOL NURSES SALARIES	50,949.00	20,275.00	71,224.00	53,418.06	17,805.94	0.00
A 2815.160-1	SCHOOL NURSES SALARIES-BAS	68,129.00	-5,354.50	62,774.50	47,067.01	15,707.49	0.00
A 2815.160-2	SCHOOL NURSES SALARIES-RWC	84,381.00	-11,773.00	72,608.00	54,455.94	18,152.06	0.00
A 2815.160-3	SCHOOL NURSES SALARIES-WLB	66,035.00	-3,093.00	62,942.00	56,647.80	6,294.20	0.00
A 2815.4	HEALTH SERVICES EXPENSES	50,000.00	27,445.50	77,445.50	69,479.19	11,466.25	-3,499.94
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	2,446.09	0.00	453.91

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2815.452-51	DIAGNOSTIC SCREEN SUPPLIES-BAS	5,650.00	0.00	5,650.00	1,987.05	0.00	3,662.95
A 2815.452-52	DIAGNOSTIC SCREEN SUPPLIES-RWC	5,700.00	0.00	5,700.00	1,987.05	0.00	3,712.95
A 2815.452-53	DIAGNOSTIC SCREEN SUPPLIES-WLB	5,650.00	0.00	5,650.00	2,329.98	0.00	3,320.02
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	55,947.24	15,152.76	0.00
2815	HEALTH SERVICES	366,694.00	77,100.00	443,794.00	350,738.02	84,578.70	8,477.28
A 2820.151-71	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-BAS	125,463.00	0.00	125,463.00	93,882.74	31,294.26	286.00
A 2820.151-72	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-RWC	124,384.00	0.00	124,384.00	93,132.76	31,044.24	207.00
A 2820.151-73	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-WLB	205,882.00	0.00	205,882.00	167,438.98	38,035.02	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	355,243.48	100,373.52	2,562.00
A 2825.150-1	SOCIAL WORKER SALARIES-BAS	140,617.00	0.00	140,617.00	102,866.07	34,227.93	3,523.00
A 2825.150-2	SOCIAL WORKER SALARIES-RWC	139,480.00	0.00	139,480.00	104,513.06	34,870.74	96.20
A 2825.400-1	SOCIAL WORKER EXPENSES-BAS	200.00	0.00	200.00	75.00	0.00	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	207,651.95	69,098.67	4,046.38
28	New York City Income Tax	1,126,070.00	74,700.00	1,200,770.00	913,633.45	276,920.47	10,216.08
2		22,899,664.00	35,779.86	22,935,443.86	16,756,899.65	5,145,975.72	1,032,568.49
A 5540.4	TRANSPORTATION EXPENSES	1,404,000.00	305,621.45	1,709,621.45	1,350,271.98	358,727.61	621.86
A 5540.405	TRANSPORT/SCHOOL TRIP	12,000.00	19,800.00	31,800.00	22,907.29	8,892.71	0.00
5540	CONTRACTED TRANSPORTATION	1,416,000.00	325,421.45	1,741,421.45	1,373,179.27	367,620.32	621.86
A 5581.49	BOCES/TRANSP. EXPENSE	280,800.00	21,373.00	302,173.00	241,738.40	39,061.60	21,373.00
A 5581.491	SUMMER SPECIAL ED. TRANSPORTATION	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
5581	TRANS. BOCES	*	292,800.00	9,373.00	302,173.00	241,738.40	39,061.60	21,373.00
55		**	1,708,800.00	334,794.45	2,043,594.45	1,614,917.67	406,681.92	21,994.86
5		***	1,708,800.00	334,794.45	2,043,594.45	1,614,917.67	406,681.92	21,994.86
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
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	197,530.00	0.00	207,646.00
9010	EMP. RETIREMENT SYSTEM	*	438,176.00	-33,000.00	405,176.00	197,530.00	0.00	207,646.00
A 9020.8	TEACHERS RETIREMENT		1,596,633.00	0.00	1,596,633.00	730.96	0.00	1,595,902.04
9020	TEACHERS RETIRE. SYSTEM	*	1,596,633.00	0.00	1,596,633.00	730.96	0.00	1,595,902.04
A 9030.8	SOCIAL SECURITY		1,373,896.00	0.00	1,373,896.00	1,070,638.60	0.00	303,257.40
9030	FICA	*	1,373,896.00	0.00	1,373,896.00	1,070,638.60	0.00	303,257.40
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	-601,924.45	4,104,223.55	3,110,242.01	0.00	993,981.54
A 9060.85	DENTAL INSURANCE		199,400.00	-40,000.00	159,400.00	120,300.36	0.00	39,099.64
9060	HEALTH INSURANCE	*	4,905,548.00	-641,924.45	4,263,623.55	3,230,542.37	0.00	1,033,081.18
A 9089.15	ACCUM LEAVE		0.00	0.00	0.00	0.00	0.00	0.00
9089	OTHER	*	0.00	0.00	0.00	0.00	0.00	0.00
90		**	8,437,106.00	-676,024.45	7,761,081.55	4,604,213.06	13,081.87	3,143,786.62
A 9710.6	PRINCIPAL ON INDEBTED		319,928.00	0.00	319,928.00	319,927.86	0.01	0.13
A 9710.7	INTEREST ON INDEBTEDN		75,549.00	0.00	75,549.00	75,548.41	0.00	0.59
9710	DEBT SERVICE-SERIAL BONDS	*	395,477.00	0.00	395,477.00	395,476.27	0.01	0.72
97	Endowment, Scholarship and Gift Fund	**	395,477.00	0.00	395,477.00	395,476.27	0.01	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	-676,024.45	8,206,558.55	4,999,689.33	13,081.88	3,193,787.34

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2023 To 5/31/2024



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
	Fund ATotals:	37,019,209.00	469,146.30	37,488,355.30	27,046,893.87	6,091,562.45	4,349,898.98
	Grand Totals:	37,019,209.00	469,146.30	37,488,355.30	27,046,893.87	6,091,562.45	4,349,898.98

VALLEY STREAM UFSD # 24

Revenue Status Report By Function From 7/1/2023 To 5/31/2024



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	21,483,475.09	1,121,379.91
A 1052	IDA OVERPYMT REAL ESTATE TAXES	0.00	0.00	0.00	223,776.37	-223,776.37
A 1085	NYS SCHOOL TAX RELIEF REIMB.	0.00	0.00	0.00	1,143,677.55	-1,143,677.55
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	213,818.94	-213,818.94
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	447,324.56	-327,324.56
A 2412	RENTAL FRM MUNICIPALITIES	0.00	0.00	0.00	1,050.00	-1,050.00
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	10,566.46	-10,566.46
A 2770	OTHER UNCLASSIFIED REV	1,005,722.00	0.00	1,005,722.00	589.28	1,005,132.72
A 2771.ERA.TE	E-RATE REFUND	0.00	0.00	0.00	34,355.07	-34,355.07
A 3101	STATE AID-BASIC FORMULA	12,388,632.00	0.00	12,388,632.00	7,713,178.83	4,675,453.17
A 3101.E	EXCESS COST AID	0.00	0.00	0.00	1,090,289.80	-1,090,289.80
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	198,413.43	-198,413.43
A Totals:		36,119,209.00	0.00	36,119,209.00	34,889,295.20	1,229,913.80
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	487.43	-487.43
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	86,431.00	-86,431.00
C 3191	STATE AID REIMB. BREAKFAST	0.00	0.00	0.00	10,644.00	-10,644.00
C 4190	FEDERAL AID - LUNCH	0.00	0.00	0.00	154,909.00	-154,909.00
C 4191	FEDERAL AID - BREAKFAST	0.00	0.00	0.00	18,754.00	-18,754.00
C Totals:		0.00	0.00	0.00	285,612.18	-285,612.18

VALLEY STREAM UFSD # 24



Revenue Status Report By Function From 7/1/2023 To 5/31/2024

Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
CM 2401	SCHOLARSHIP FUND - INT & EARNINGS	0.00	0.00	0.00	12.10	-12.10
CM Totals:		0.00	0.00	0.00	12.10	-12.10
F 2401	INTEREST & EARNINGS	0.00	0.00	0.00	602.60	-602.60
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 4289.02.24.0032	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	12,450.17	-12,450.17
F 4289.33.22.5533	ARP SEC 619 - 5533-22-0433 - 2021-2023	0.00	0.00	0.00	0.10	-0.10
F Totals:		1,095,109.00	3,249.00	1,098,358.00	452,206.98	646,151.02
H 2401	INTEREST & EARNINGS	0.00	0.00	0.00	206.17	-206.17
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	51,769.13	-51,769.13
Grand Totals:		37,214,318.00	3,249.00	37,217,567.00	35,678,895.59	1,538,671.41

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2023 - 5/31/2024



Account	Description	Debits	Credits
A 200G	NY CLASS	2,143,150.80	0.00
A 200H	METROPOLITAN COMMERCIAL BANK	5,441,759.35	0.00
A 203	CASH CHECKING-CHASE	9,412,944.19	0.00
A 204	CASH CHECKING-CHASE - TA	63,120.85	0.00
A 204A	CASH STUDENT DEPOSIT	18,871.61	0.00
A 204B	CASH - NET PAYROLL	4,554.79	0.00
A 250	TAXES RECEIVABLE	2,354,378.00	0.00
A 380	ACCOUNTS RECEIVABLE	1,534.50	0.00
A 391C	DUE FROM CAFETERIA FUND	346,667.94	0.00
A 391F	DUE FROM FEDERAL FUND	1,641,261.20	0.00
A 391H	DUE FROM CAPITAL FUND	400,000.00	0.00
A 440	DUE FROM OTHER GOVTS	9,048.69	0.00
A 510	ESTIMATED REVENUES	36,119,209.00	0.00
A 521	ENCUMBRANCES	6,091,562.45	0.00
A 522	APPROPRIATION EXPENSES	27,046,893.87	0.00
A 599	APPROPRIATED FUND BAL	1,369,146.30	0.00
A 600	ACCOUNTS PAYABLE	0.00	18,525.54
A 630	DUE TO OTHER FUNDS	0.00	642.93
A 630C	DUE TO CAFETERIA FUND	0.00	318,573.66
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	0.00	2,512,827.56
A 632	DUE TO TEACHERS RETIREMT	0.00	134,537.25
A 691	DEFERRED REVENUE	0.00	1,534.50
A 718	STATE RETIREMENT	0.00	5,516.36
A 718.1	STATE RETIREMENT - ERS LOAN	0.00	2,258.00
A 718.3	STATE RETIREMENT - ERS ARREARS	0.00	28.70
A 720.1	GROUP INSURANCE - HOSPITALIZATION	0.00	3,498.72
A 720.2	GROUP INSURANCE - DENTAL	0.00	25.00
A 726	SOCIAL SECURITY TAXES	543.14	0.00
A 729.10	EMPLOYEE ANNUITIES - METLIFE	0.00	240.00
A 738	STUDENT DEPOSITS	0.00	18,626.51
A 815	RESERVE FOR UNEMPLOYMENT	0.00	23,966.47
A 821	RESERVE FOR ENCUMBRANCES	0.00	6,091,562.45
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	34,889,295.20
A Fund Totals:		92,464,646.68	92,464,646.68
C 203	CASH CHECKING-CHASE	3,744.64	0.00

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2023 - 5/31/2024



Account	Description	Debits	Credits
C 391	DUE FROM GENERAL FUND	318,573.66	0.00
C 521	ENCUMBRANCES	92,751.71	0.00
C 522	EXPENDITURES	343,092.70	0.00
C 599	APPROPRIATED FUND BALANCE	363,500.00	0.00
C 630	DUE TO OTHER FUNDS	0.00	346,667.94
C 691	DEFERRED REVENUE	0.00	26,273.02
C 821	RESERVE FOR ENCUMBRANCES	0.00	92,751.71
C 909	FUND BALANCE, UNRESERVED	0.00	6,857.86
C 960	APPROPRIATIONS	0.00	363,500.00
C 980	REVENUES	0.00	285,612.18
C Fund Totals:		1,121,662.71	1,121,662.71
CM 200.1	CASH - SCHOLARSHIP CHECKING	385.89	0.00
CM 391	Due From Other Funds	642.93	0.00
CM 522	EXPENDITURE CONTROL ACCOUNT	150.00	0.00
CM 899	OTHER RESTRICTED FUND BALANCE	0.00	1,166.72
CM 980	Revenues	0.00	12.10
CM Fund Totals:		1,178.82	1,178.82
F 203	CASH CHECKING-CHASE	5,912.17	0.00
F 391	DUE FROM GENERAL FUND	1,076.50	0.00
F 410	STATE & FEDERAL AID RECEIVABLE	214,559.63	0.00
F 510	ESTIMATED REVENUE	1,098,358.00	0.00
F 521	ENCUMBRANCES	378,030.76	0.00
F 522	EXPENDITURES	1,933,718.38	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	1,641,261.20
F 691	COLLECTIONS IN ADVANCE	0.00	61,018.50
F 821	RESERVE FOR ENCUMBRANCES	0.00	378,030.76
F 960	APPROPRIATIONS	0.00	2,772,390.84
F 980	REVENUES	0.00	452,206.98
F Fund Totals:		5,305,688.28	5,305,688.28
H 203	CASH CHECKING-CHASE	2,813.22	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	51,769.13
H Fund Totals:		2,370,304.99	2,370,304.99
TC 440	DUE FROM OTHER GOVERNMENTS	714,557.47	0.00

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2023 - 5/31/2024



Account	Description	Debits	Credits
TC 631	DUE TO OTHER GOVERNMENTS	0.00	714,557.47
TC Fund Totals:		714,557.47	714,557.47
Grand Totals:		101,978,038.95	101,978,038.95

INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT made this 3rd day of June 2024, in the County of Nassau, State of New York, between **Brookville Center for Children’s Services, Inc.** School Age Programs (9000, 9001, 9020 and 9021), 189 Wheatley Road, Brookville, New York, and Valley Stream #24 UFSD, Valley Stream, NY 11581.

The school district is authorized by law, under Section 4402(2)(b) to contract with institutions within the State of New York for instruction of handicapped children in those situations where the District is unable to provide for the education of handicapped children in special classes in the public schools, and

WHEREAS, Brookville Center for Children’s Services, Inc. is a non-public institution operating special classes for handicapped children,

NOW, THEREFORE, the parties mutually agree as follows:

FIRST: Brookville Center for Children’s Services, Inc. agrees to provide instructional services to students specified by the district in accordance with their IEP for the period July 1, 2024 to June 30, 2025, and the services are to be provided by teachers and/or related service professionals possessing appropriate qualifications and certifications, and will submit reports of services rendered.

SECOND: Valley Stream #24 UFSD shall pay to Brookville Center for Children’s Services, Inc., for each pupil, the tuition rate set by the State Education Department upon submission of an invoice with documentation of the student’s continued enrollment in the program. If the tuition rates for this school year are not available at the beginning of that school year, Valley Stream #24 UFSD shall pay the rates applicable to the previous school year until the new rates are set, at which time the parties shall adjust tuition payments so that Valley Stream #24 UFSD will have paid in accordance with the rates applicable to that current school year.

This Agreement, and the obligation of Valley Stream #24 UFSD to make payment hereunder, shall terminate upon withdrawal of the student by Valley Stream #24 UFSD for any reason whatsoever or termination of the approval of Brookville Center for Children’s Services, Inc. by the Commissioner of Education.

Upon any termination, Valley Stream #24 UFSD shall pay to Brookville Center for Children’s Services, Inc. the pro-rata portion of the monthly tuition for that part of the month when services were furnished prior to termination.

THIRD: Brookville Center for Children’s Services, Inc. shall accord the school district the following:

- a. Right to visit the school.
- b. Pupil attendance reports with reasons for absence beyond 3 days.
- c. Pupil progress reports.
- d. Right to examine accounting records as they pertain to tuition costs.

FOURTH: Brookville Center for Children’s Services, Inc. agrees to defend, indemnify and hold harmless Valley Stream #24 UFSD and its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not only limited to attorney’s fees, arising out of or resulting from the performance of this agreement.

FIFTH: Brookville Center for Children’s Services, Inc. shall be responsible for compliance with the requirements of Project SAVE and the SAFE SCHOOL ACTS, with respect to any person providing services by Brookville Center for Children’s Services, Inc. under the terms of this agreement. All persons providing services by or through Brookville Center for Children’s Services, Inc. under the terms of this agreement shall have received appropriate fingerprinting clearance as required by law, prior to providing services to the above named student (s). Appropriate written proof of such clearance shall be provided to Valley Stream #24 UFSD prior to such person (s) providing services to the student.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

BOARD OF EDUCATION OF
Valley Stream #24 UFSD

DATE: _____

By: _____

Brookville Center for Children’s Services, Inc.
Federal ID # 73-1662897

DATE: 6/3/24

By: 
Stanford J. Perry, Chief Executive Officer

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 20____ 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 **CARYL ORIS MD MEd** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 45 North Station Plaza, Suite 210, Great Neck, NY 11021.

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:

- **Psychiatric Evaluations**

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/ \$3,000,000 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:

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.
- 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: **CARYL ORIS MD MSEd**
45 North Station Plaza, Suite 210,
Great Neck, NY 11021

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.

Dr. Caryl Oris

VALLEY STREAM UFSD 24

By:

Caryl Oris

By:

President, Board of Education

**CARYL ORIS MD MEd
Child and Adolescent Psychiatry**

VALLEY STREAM 24 SCHOOL DISTRICT

Psychiatric Evaluations

2024-2025 School Year

Fee: \$1500

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

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

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

WHEREAS: The School is a registered non-public school chartered by the Board of Regents of the University of the State of New York as a non-profit educational corporation authorized to establish, conduct, operate, and maintain an educational program for children with disabilities;

Now, therefore, the parties mutually agree as follows:

A. **TERM**

The term of this Agreement shall be from July 1, 2024 through June 30, 2025 for the 2024/2025 school year, unless terminated early as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES:**

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

to time. Prompt written notice shall be given by the District to the School upon any modification of a student's IEP.

5. The School will work cooperatively with the District's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The School shall make relevant personnel available to participate in meetings of the District's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the School of such meetings.
6. The School represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The School represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. The School shall be subject to visitation of the District and its designated representatives during regular school hours with reasonable notice by the District.
8. The School hereby agrees to furnish to the District all necessary documentation to the District so it can ascertain/confirm the School's eligibility under the provisions of the Regulation of the Commissioner of Education of The State of New York.
9. Part of the School's function is to provide placement services of consultants who shall be free to exercise their own professional discretion as to the means and manner in which these services shall be made in accordance with currently approved methods and practices of their profession. The relationship of any consultant placed under this Agreement shall be that of independent contractor, as shall be the relationship of the School to the District
10. If subject to Project SAVE, the School understands and agrees it is responsible for complying with all applicable federal, state and local laws and regulations, including the New York State Safe Schools Against Violence in Education (SAVE) legislation, including but not limited to, fingerprinting clearance of all consultants.
11. The School agrees to defend, indemnify and hold harmless the District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the School, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

The District agrees to defend, indemnify and hold harmless the School, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the District, its officers, directors, agents or

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

12. The School will work cooperatively with the District's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The School shall make relevant personnel available to participate in meetings of the District's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the School of such meetings.
13. The School shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The District shall have the right to examine any or all records or accounts maintained and/or created by the School in connection with this Agreement, and upon request shall be entitled to copies of same.
14. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
15. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
16. Insurance: The School, at its sole expense, shall procure and maintain the following insurance policies, including the Board of Education, employees and volunteers, as additional insured, as follows:
 - Commercial General Liability Insurance
 - \$1,000,000 per occurrence/ \$2,000,000 aggregate
 - Automobile Liability
 - \$1,000,000 combined single limit for owned, hired, and borrowed and non-owned motor vehicles.

Workers' Compensation

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

Professional liability insurance

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

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

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

In the event any of the aforementioned insurance policies are cancelled or not renewed, the School shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.

Upon the execution of this Agreement, the School will supply the District with a Certificate of Insurance including the District, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

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

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

D. TERMINATION:

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

E. Miscellaneous

1. **Assignment:** It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
2. **No Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
3. **Severability:** Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
4. **Governing Law:** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
5. **Venue:** Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
6. **Entire Agreement:** This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

7. Amendment: This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.


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

Date: _____

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

(PRINT NAME)

Date: 5/23/24

By:  _____
Martin De Porres School

J. RAINOC E. DIRECTOR
(PRINT NAME)

SCHEDULE A

(School Name)

2024-2025

Student

Date of Birth

██████████

██████████



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

CERTIFIED TUITION RATES FOR MARTIN DE PORRES SCHOOL

School Name				School Code		County Name		Year
MARTIN DE PORRES SCHOOL				280216997856		NASSAU		202324
Rate Type	Program	Version	Date	Cert 2 Mo	Cert 10 Mo	Non Adj 2 Mo	Non Adj 10 Mo	Half Hour
PROSP	9000	CURR	2024-04-04	\$8,368.00	\$50,207.00	\$8,368.00	\$50,207.00	\$

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

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

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

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

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

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Questions or comments on this page may be directed to RATEWEB@nysed.gov

Last updated: 11/04/2005

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this 24th day of June, 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 **NICOLE GUTTMAN, SLP P.C.** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 66 Rowe Avenue, Lynbrook, New York 11563.

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:
 - **Feeding Therapy**
 - **Speech - Language Therapy**
 - **Evaluations**
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.
 - C. In the event any of the aforementioned insurance policies are canceled 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 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.

- 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: **NICOLE GUTTMAN, SLP P.C.**
66 Rowe Avenue
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.

NICOLE GUTTMAN, SLP P.C.

VALLEY STREAM UFSD 24

By: *Nicole Guttman*

By: _____
President, Board of Education



CONSULTANT SERVICES CONTRACT

This agreement is entered into this 1st day of July 2024, by and between the Valley Stream 24 UFSD Board of Education and ACP-Early Intervention TIN# 11-3122580 herein called the Consultant.

Whereas the District has need of the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, the District agrees to pay the Consultant for the performance of said services as per the attached fee schedule. Generally, the services for which the Consultant will be paid will include, but will not be limited to, the following.

Agency will provide services for students per IEP mandate. Provider will follow the Valley Stream 24 UFSD District calendar and provide progress reports and documentation as specified by the school district.

In performing the above services, it is understood that:


1. The relationship of parties is that of independent contractor and any and all services performed by Consultant and its employees or agents under this Agreement shall be performed in such capacity. None of the Consultant's employees, consultants or agents shall hold him/herself out as, nor claim to be, an officer or employee of the District, not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the District including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. Consultant shall not have, or hold itself out as having, the authority or power to bind or create liability for the District by its acts or omissions.
2. It is agreed by Consultant and the District that neither federal, state or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by District on behalf of any Consultant employee, consultant or agent. Said payments are to be made by Consultant in compliance with all federal, state, and local laws, rules or regulations. Consultant agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over Consultant or its relationship with the District. Consultant further agrees to indemnify and hold the District harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either party's nonpayment and/or underpayment of any such taxes or payments.
3. The Board will submit a Form 1099 at year end for all individuals who have gross incomes exceeding \$600, which thereupon will be reported for income tax purposes.

4. This contract and any amendments to it will not be effective until approved by the Board of Education.
5. Contractor will provide District with an invoice according to the above Agreement in order for District to initiate payment.
6. Consultant shall defend with competent counsel indemnify, and hold harmless the District, including its trustees, directors, officers, employees, representatives and agents with respect to all claims, liabilities, injuries, losses, expenses, and/or damages as a result of, arising from or in connection with its performance and/or non-performance or reasonably assumed under this Agreement including but not limited to reasonable attorneys' fees and litigation expenses.
7. Consultant agrees that it will provide individuals who have the training, skills, experience, knowledge, qualifications, licenses, credentials, and competency to provide Services and such individuals are duly certified and/or qualified under applicable federal laws, the laws of the State of New York, the regulations of the Commissioner of Education, and any other applicable law, rule or regulation to provide said Services.
8. Consultant shall not disclose the identity of any student or parent/guardian that it comes in contact with while performing services without the written permission of the parents/guardians of the student.
9. Consultant shall not disclose student education records except upon parental consent, upon forms prepared by the District or as otherwise authorized by FERPA and shall further maintain the confidentiality of all medical, psychological, and student records in compliance with all federal and state laws, rules, or regulations.
10. Consultant agrees to use best efforts to cooperate with the District to have any individual providing services who will have direct contact with students only off District property to comply with criminal background and fingerprinting clearance that will specifically identify the District. These efforts may include but are not necessarily limited to completing District paperwork and filing such paperwork with an appropriate agency, e.g., BOCES, for the purpose of submitting fingerprint clearance. The District will notify the Consultant if clearance is denied for any individual. Furthermore, any individual providing services on District property must comply with all criminal background and fingerprint clearance identifying the District prior to performing any services. The District shall notify Consultant if clearance is denied for any such individual. Consultant shall be solely responsible for any costs associated with the required background and fingerprint clearance. Consultant shall provide a complete roster of all persons who will and/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.
11. The District may terminate this Agreement at any time, without cause, by providing seven (7) days written notice to the Consultant. In such an event, the District will only be obligated to pay the Consultant the pro-rata portion of the fee for services actually provided.
12. Consultant may terminate this Agreement at any time, without cause by providing (14) days written notice to the District.

13. All individuals performing services under this Agreement shall be professionally licensed to practice in the State of New York, be competently and adequately trained, and be in good professional standing with the State of New York at all times. Upon request, copies of any such credentials shall be made available to the District by the Consultant. If at any time during this Agreement, the license and/or certification of any individual providing Services is revoked, terminated, suspended or otherwise impaired, Consultant shall prohibit such individual from performing services and immediately notify the District.

14. The contractor and/or its agents will maintain general and professional liability insurance of \$1,000,000/\$2,000,000 and an additional \$3,000,000 umbrella. The Contractor will provide the District with documentation of such insurance coverage. The Contractor shall maintain workers' compensation insurance and auto liability insurance of the types and amounts required by law. The Contractor shall name the District as an additional insured on such policies and shall provide the district with a Certificate of Insurance so naming the District. If for any reason the Contractor's insurance is changed or cancelled, the Contractor shall provide the district with written notice, at least ten (10) days prior to change or cancellation.

CONSULTANT:


Signature & Date

ACP-Early Intervention

Firm Name

AnnMarie Vigliotti, MS SDA

Print or Type Name

Director of School Programs

Title

125 E. Bethpage Road Suite 5 Plainview, NY 11803

Address

516-731-5588

Phone #

BOARD OF EDUCATION:

BY:

Signature & Date

Print or Type Name



ACP-EI 2024/2025 Rate Schedule

Service	Description	Rate for 60 min session	Rate for 30 min session	Rate for 40-45 min session or 1 classroom period	Daily Rate
Rates reflect on or off site/ private or parochial and summer.					
<u>Special Education</u>					
SEIT		\$105.00	\$65.00	\$83.00	
Tutoring		\$105.00	\$65.00	\$83.00	
Vision		\$135.00	\$75.00	\$108.00	
Hearing		\$130.00	\$70.00	\$103.00	
Reading Specialist		\$130.00	\$70.00	\$103.00	
Resource Room Ind		\$105.00	\$65.00	\$83.00	
Resource Room Grp	Avg 3 students			\$189.00	\$475.00
Consultant Services- Inclusion		\$105.00	\$65.00	\$83.00	
<u>Other Services</u>					
Parent Training BCBA		\$130.00	\$70.00		
Parent Training		\$105.00	\$65.00		
Counseling, Licensed Social Worker		\$105.00	\$65.00	\$83.00	
		2=\$50 ea			
		3/4=\$45 ea		2=\$40 ea 3/4=\$35	
Social Skills Group	max 6	5/6=\$40 ea		ea 5/6=\$30 ea	
Exam Proctoring		\$70.00			
Translator		\$70.00			
Sign Language Interpreter		\$75.00			
Home Tutoring - Non Special Ed		\$100.00			
AT or Aug consults/meetings		\$135.00	\$100.00	\$115.00	
Written Translation of reports		\$70.00			
<u>Related Services: Speech, PT, OT</u>					
Individual		\$130.00	\$70.00	\$99.00	
Group		\$105 ea	\$65 ea	\$94 ea	\$500.00
Push into classroom		\$105.00	\$65.00	\$94.00	
Auditory based therapy (MKSA Clinic)		\$135.00	\$75.00	\$108.00	
PROMPT Speech Therapy		\$135.00	\$75.00	\$108.00	
Feeding Therapy		\$135.00	\$75.00	\$108.00	
<u>Autism/Behavioral Services</u>					
Behavior Intervention		\$105.00	\$84.00	\$95.00	
Behavior Intervention By BCBA		\$130.00	\$100.00	\$115.00	
Behavior Consultation/Training		\$105.00	\$84.00	\$95.00	
Behavior Consultation/Training by BCBA		\$130.00	\$100.00	\$115.00	
Program Supervision		\$105.00	\$65.00		
Program Supervision by BCBA		\$130.00	\$70.00		
Staff Training/Coaching		\$130.00	\$70.00	\$105.00	
<u>Para professional:</u>					
1:1 aide; paraprofessional		\$48.00	\$33.00	\$42.00	\$210.00
Teacher Assistant		\$58.00	\$39.00	\$53.00	\$315.00
RBT/Bcaba		\$75.00	\$40.00	\$50.00	\$375.00

see back for additional services

Evaluations:

	<u>English</u>	<u>Bilingual</u>
Speech, PT, OT, Special Ed	\$350.00	\$500.00
Audiological	\$500.00	
Psychological by School Psychologist	\$450.00	\$525.00
Psychological or Diagnostic by PhD	\$650.00	\$725.00
Social History	\$125.00	\$160.00
Classroom Observation	\$125.00	\$160.00
Classroom Observation BCBA or PhD	\$175.00	\$225.00
OT/PT/Speech Screening (includes observation, write up & consult with parent & teacher)	per student rate \$250.00	
Audological Screening /Tympanometry	per student rate \$125.00	
Central Auditory Processing Evaluation (includes full evaluation and report)	\$1,200.00	
Attendance at CSE meetings	per meeting \$80.00	
Functional Behavior Analysis	\$400.00	
Functional Behavior Analysis-BCBA	\$550.00	
Behavior Intervention Plan	\$300.00	
Assistive Technology Evaluation (includes full evaluation and report)	\$1,200.00	
Augmentative Communication Evaluation (includes full evaluation and report)	\$1,200.00	

Workshops and Staff Trainings

Hourly rate \$150

Half Day \$375.00

Full Day \$700.00

Our professional staff develops workshops based on the needs of the individual school district or organization.

A partial list of the workshops we offer:

- Including the Student with Autism Spectrum Disorders
- Profile of the AD/HD Learner
- Functional Behavior Assessment
- Developing Effective Behavior Plans
- ABA Training: Principles of Applied Behavior Analysis
- How to Identify and Address:
Word Find Problems, Auditory Comprehension, Motor Speech Difficulties and or/ Dysphasia
- Speech and Language Delays: How affect a Student's Writing
- Activities of Daily Living (ADL) Skills: The Forgotten Curriculum
- Differential Diagnosis: Neurobiological Disorders
- How to Teach Social Skills in the Primary/Secondary Setting

NEW: AAC-What is it and how do we use it effectively with our students

**DATA PRIVACY PLAN AND
PARENTS' BILL OF RIGHTS FOR
DATA SECURITY AND PRIVACY**

Pursuant to Section 2-d of the Education Law, agreements entered between a district and a third-party provider; ACP-Early Intervention which require the disclosure of student data that contains personally identifiable information ("PII") to ACP-Early Intervention, must include a data security and privacy plan, as well as a Parents' Bill of Rights for Data Security and Privacy.

As such, ACP-EARLY INTERVENTION agrees that the following terms shall be incorporated into the contract for services ("the Contract") and it shall adhere to the following:

1. ACP-EARLY INTERVENTION's storage, use and transmission of student and teacher/principal PII shall be consistent with the District's Data Security and Privacy Policy.
2. ACP-EARLY INTERVENTION shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.
3. The exclusive purposes for which the student data will be used under the contract are: The student data (collectively, "the Data") received by the Service Provider will be used for the following purpose(s): *Conducting evaluations for the purpose of assisting in the determination of services by the CSE. These include consents and prescriptions to meet Medicaid billing requirements and IEPs and any data necessary for the delivery of services.*
4. ACP-EARLY INTERVENTION will maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the NIST Cybersecurity Framework, including:
 - a. PII data will be protected using encryption while in motion and at rest by *Email Security • Sophos Advanced Spam Filter in place for inbound & outbound email traffic* *Endpoint Infrastructure and Security • Microsoft Endpoint Manager - Configured to fully manage the computers from the cloud, with the ability to remotely wipeout the computers and deploy policies • BitLocker encryption • Screen Timeout • Standard Users Privileges • Secure Password Policy • Removable Media Block • Trend Micro Endpoint Security*
 - b. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, the following is how the Data will be stored and what security protections will be taken by the Service Provider: *Hard copy data is kept on site in a locked file room for two years. After two years the data is transported by courier to a secure storage facility. The security of this data will be ensured by Firewall SonicWall NSA 3600 Licensed for the Comprehensive Security Suite which includes the following security services and configurations: • Gateway Anti-virus: configured to scan all protocols • Gateway Anti-spyware: configured to scan all protocols • Intrusion Prevention System (IPS): configured to detect and prevent Medium-High level attacks • Content Filtering • Geo-IP Filter: Only IP addresses from Canada and USA can establish connections with the Firewall • BotNet Filter: Configured to block connections from Botnet command and control servers • NetExtender SSL VPN in place • Penetration Tests run annually.*
 - c. Physical access to PII by individuals or entities described in paragraph 3 above shall be controlled as follows: *Staff computers and telephones are password protected using unique codes that are regularly updated. Upon termination of an employee, all passwords and access cards are deactivated. Visitors to our office sign in at the front desk, buzz into the administration office and escorted to the area they are visiting.*

5. ACP-EARLY INTERVENTION shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.

ACP-EARLY INTERVENTION uses subcontractors as well as employees for delivering services. All providers are given policies for adhering to both HIPPA and FERPA confidentiality with regards to student's information. These guidelines include password access to cell phones, and personal computers that may be accessible to others in their home/office. Locked file cabinets for hard copy records and using a secured form of email unless the parent provides written consent to send information unsecured.

6. ACP-EARLY INTERVENTION shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). *ACP-EARLY INTERVENTION shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII as follows: Both employed and contracted staff who have access to student records receive annual training on health and safety as well as confidentiality guidelines.*
7. ACP-EARLY INTERVENTION shall not disclose PII to any other party other than those set forth in paragraph 3 above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, ACP-EARLY INTERVENTION shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.
8. Upon expiration of the contract, the PII will be returned to the district and/or destroyed. Specifically, Upon the termination of this Agreement, all the hard copy data received by the service provider will be destroyed by shredding at the conclusion of the year the student turns 21. (i.e., whether, when and in what format the data will be returned to the district, and/or whether, when and how the data will be destroyed)]
9. A parent, student, teacher or principal can challenge the accuracy of the Data received by the Service Provider in accordance with the procedures set forth in the FERPA regulations at 99 C.F.R. Part 34, Subpart C, §§99.20-99.22. *by submitting a "request to amend a child's record" form and forwarding to the Director of School Services.*
10. ACP-EARLY INTERVENTION shall take the following steps to identify breaches or unauthorized releases of PII and to notify the district upon learning of an unauthorized release of PII.
- a. Provide prompt notification to the district no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. ACP-EARLY INTERVENTION shall provide notification to the district's data privacy officer by phone and by email.
 - b. ACP-EARLY INTERVENTION shall cooperate with the district and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.

Signature

Company Name (Print)

Name (Print)

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ACP-Early Intervention

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶

C Corporation

S Corporation

Partnership

Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
125 East Bethpage Rd suite 5

6 City, state, and ZIP code
Plainview, NY 11803

7 List account number(s) here (optional)

Requester's name and address (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.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

1	1	-	3	1	2	2	5	8	0
---	---	---	---	---	---	---	---	---	---

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.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *John Paul Vergara* Date ▶ *2/7/24*

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.



MKSA000-01

AGIZZO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/8/2024

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
Lupton & Luce
125 Howell Ave
Riverhead, NY 11901

CONTACT NAME:
PHONE (A/C, No., Ext): (631) 727-4114
E-MAIL ADDRESS: info@luptonandluce.com
FAX (A/C, No.): (631) 727-7138

INSURED
MKSA LLC
125 East Bethpage Rd
Suite 5
Plainview, NY 11803

INSURER(S) AFFORDING COVERAGE
INSURER A: Philadelphia Indemnity Insurance Company 18058
INSURER B: AMTrust Insurance Company of Kansas, Inc.
INSURER C:
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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		PHPK2654630	2/7/2024	2/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 15,000		PHUB900305	2/7/2024	2/7/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Aggregate \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	KWC1352267	4/6/2024	4/6/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

Valley Stream UFSD #24
75 Horton Ave
Valley Stream, NY 11581

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CLINICAL STAFFING AGREEMENT

This Agreement (the "Agreement") dated this of 2024, by and between Home Care Therapies LLC dba Horizon Healthcare Staffing and Horizon Staffing Solutions ("Horizon") and Valley Stream UFSD 24 and their affiliated locations, related/affiliated organizations, corporations, or institutions hereinafter referred to as ("School").

This Agreement shall commence on July 1st, 2024 and will be reviewed annually. The contract shall remain in force during this review and can be terminated at accordance with the terms as specified in this agreement.

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

1. **Nature of Arrangement:** Horizon shall provide to School on an as-needed and as-requested basis, the full range of staffing services including Registered Nurses, Licensed Practical Nurses, Certified Nurse Assistants, Health Aides, and other clinical professionals hereinafter referred to as ("Clinicians"). Additional practitioners (and or other temporary staff) and associated rates can be added as an addendum to this contract with agreement by both parties.
2. **Duties and Obligations of Horizon:**
 - A. **Provision of services:** Horizon shall provide and furnish to School all services on an as-needed and as-requested basis.
 - B. Horizon shall have sole and direct responsibility for payment of wages and other compensation, reimbursement of expenses and compliance with federal, state and local tax withholding requirements pertaining to workman's compensation, social security, unemployment and other insurance requirements and obligations imposed on employers with regard to its personnel, who shall be deemed to be employees solely of Horizon.
 - C. Horizon shall maintain records of FICA and federal and state tax withholding from personnel and allow School access to these records upon request. Under no circumstances shall any Horizon personnel be considered a direct employee, agent or servant of School while said individual is performing services pursuant to this Agreement.
 - D. Horizon warrants and represents that it has never been excluded from Medicare, Medicaid, or any federally funded health care benefit program.
 - E. **Cooperation with School:** Horizon agrees to cooperate and participate with School in any internal peer review, external audit systems and grievance procedures as may be established by School. Horizon further agrees to participate in School case conferences and continuing in-service education for Horizon's Clinicians.
 - F. Neither Horizon nor its personnel shall share or accept any fee or gratuity from the patient or patient's family for services provided pursuant to this Agreement.
 - G. Horizon shall instruct its personnel that the patient's right to confidentiality must be respected and that no information concerning the patient shall be released to anyone without written permission of patient and School.

Initial

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

- H. Horizon will meet the qualifications of School for Nurses defined as: All Nurses are asked to complete a skills checklist and submit their nursing license/current registration for verification (NYS Office of Professions) and Office of Inspector General (Exclusion Database); and professional references are checked. Horizon will also obtain for each Nurse sent to School a current physical assessment. In addition, Horizon agrees to check the NYS Nurse Aid Registry to ensure that the CNAs sent to School are eligible to work. We will insure the BLS CPR certification is current. All Horizon employees complete our Employment Eligibility Verification (Form I-9) and will maintain those files as is required by law. Horizon agrees to cooperate with the Valley Stream UFSD 24 and will complete any necessary forms or procedures, all at no cost or expense to the School, and to obtain the required fingerprinting (to comply with NYS SAVE legislation). It is, however, the sole responsibility of the School to login to the nurse's TEACH account utilizing the nurse's social security number to both verify clearance and to register that specific nurse with your district through the NYSED.gov.
- I. Horizon in-service training includes, Fire & Safety, Infection Control, Non-Discrimination Regulations, HIPPA, and Confidentiality of HIV-related information pursuant to 10 NYCRR 63.9.
- J. All Horizon Clinicians will be issued an I.D. badge by Horizon.
3. **Duties and Obligations of School:**
- A. Notwithstanding any provision herein to the contrary, School remains responsible for ensuring that any service(s) provided pursuant to this Agreement comply with all pertinent provisions of federal, state, and local statutes, rules, and regulations 10NYCRR Section 400.4(a)(4).
- B. Purchaser shall establish the general objectives of the services to be provided as well as the administrative guidelines necessary for the performance of the services enumerated in paragraph (1). This shall include, but not be limited to, hours and days of work; and notice requirements related to practitioner absence or discontinuation. Purchaser will provide all supervision of the temporary staff Provider furnishes. Provider will make temporary staff aware of all applicable rules and regulations of the New York State Health Code as it relates to the laws regulating the operations of Purchaser School.
- C. Should Purchaser have a dispute or problem with the quality, content, or delivery of any aspect of the services provided that would in any way reduce payment for services provided, Purchaser must notify Provider within one business day from the time services were rendered. It is the responsibility of the Purchaser to monitor, manage, and insure that the quality of the work provided by the temporary staff practitioners meets the standards of the Purchaser. Failure to notify Provider within this time frame (1 day) shall be deemed an acceptance to pay Provider in full for services provided. Payments due to Provider shall not be contingent upon the Purchaser's reimbursement from its providers.
- D. Cancellation: School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift; otherwise, a 50% charged will be billed for lost shift wages.
- E. Horizon shall make every reasonable effort to secure substitute Clinicians for School should it become necessary.
- F. Orientation: School shall be responsible for orienting new Horizon personnel with the policy and procedures of School. School will be billed for the orientation.

Initial

- G. School agrees not to hire directly or indirectly, or to use the services of any Clinician assigned to it by Horizon within one (1) year after the last date of the Clinician's assignment. In the event School either: (i) employs any Clinician on a permanent or temporary basis, (ii) uses any Clinician's services in a consulting or freelance capacity, or (iii) uses any Clinician's services through another staffing agency, School agrees to pay Horizon liquidated damages of the higher of: (1) Horizon's lost income as a result of the direct or indirect hire, or (2) the calculated placement fee from the schedule below. It is hereby agreed that said liquidated damages are reasonable and appropriate to compensate Horizon for the introduction fee associated with the referral.
- H. ****In the event one Horizon Staff person is utilized more than an accumulated 1200 hours through Horizon, Horizon will waive permanent placement fees if Valley Stream UFSD 24 chooses to hire the individual directly.**

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

If Valley Stream UFSD 24 decides to hire a Horizon Staff person furnished by Horizon, Variety Child Learning Center District agrees to pay:

- 25% of the Horizon staff person's annual salary if they are hired before the person has worked 0-400 hours.
- 15% of the Horizon staff person's annual salary if they are hired and the person has worked 401 – 800 hours.
- 10% of the Horizon staff person's annual salary if they are hired before the person has worked 801- 1200 hours.
- 0% of the Horizon staff person's annual salary if they are hired after the person has worked 1200 hours.

4. **Horizon's payment terms are invoices are due upon receipt.**

Invoices that remain unpaid for more than forty-five (45) days shall accrue interest at the lesser of 1.5% per month or the highest rate permitted by law. **Upon receiving Horizon invoice, if School disputes any portion of the invoice, they must notify Horizon within ten (10) days of receipt. Failure to notify Horizon within this period shall be deemed acceptance to pay Horizon in full for the invoice.** Further, School shall provide Horizon with all supporting documentation upon which School is basing its dispute of the invoice. Such documentation shall be presented to Horizon within ten (10) days of invoice date. In no case shall any adjustment be made by School without such documentation and without written authorization by Horizon. Payments due Horizon shall not be contingent upon School's reimbursement from its providers.

This Agreement shall be governed by the laws of the State of New York. It shall be at the sole discretion of Provider Healthcare as to the venue chosen to resolve any dispute(s) arising in connection with this Agreement; including, but not limited to utilizing the AMERICAN ARBITRATION ASSOCIATION (AAA) for binding arbitration in accordance with its Commercial Arbitration Rules, or any court of law. Such arbitration or litigation shall take place in Nassau County or in any other appropriate jurisdiction at the sole and exclusive discretion of Provider Healthcare. Judgment may be entered in any court of competent jurisdiction on any arbitration award rendered. All costs and expenses incurred by Provider Healthcare arising in connection with this Agreement for litigation, arbitration, and/or collection shall be borne by Purchaser.

Initial

The following holidays are billed at time and a half:

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

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

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

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

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

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

8. **Terms and Termination:**

 Initial

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

9. **Indemnification:**

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

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

10. **Entire Agreement:**

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

11. **Non-discrimination:**

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

12. **Notices:**

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

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

Valley Stream UFSD 24

75 Horton Avenue

Valley Stream, NY 11581


Initial

- 13. The parties' relationship is not exclusive. Either party may enter similar agreements with other entities provided that such arrangements do not prevent such party from fulfilling its obligations pursuant to this Agreement.

- 14. The parties hereto are independent entities. Nothing in this Agreement shall be deemed to create any relationship of joint venture, employer and employee, or principal and agent between Horizon and School. In performing services under this Agreement, Horizon is and will act at all times and in all respects as an independent contractor.

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

Attest


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

5/23/2024

Print Name Date
Title

Signature Date

Initial

**Horizon
Healthcare
Staffing**



Horizon Group

Fee Schedule A

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for Valley Stream UFSD 24 are valid through June 30, 2025. The rate schedule is subject to yearly rate increases and will be based on Valley Stream UFSD 24 approval for each subsequent year.

**Homecare Therapies LLC/dba Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions
Services and Rates**

2024-2025

Registered Nurse (RN)	\$69.80 per hour	- Health Office / Trip
Registered Nurse (RN)	\$72.80 per hour	- 1:1 (Skilled Nursing Services)
Registered Nurse Specialty	\$77.80 per hour	- 1:1 (enhanced nursing services for medically fragile special needs students) *
RN Overnight School Trips	\$72.80 per hour	- Day Hours (7:30 am- 8:30 pm)
	\$10.00 per hour	- On-Call hours (8:30 pm-7:30 am)**
Registered Nurse Visit (dispense meds)	\$125.00 per visit	
Licensed Practical Nurse (LPN)	\$57.00 per hour	- Health Office / Trip
Licensed Practical Nurse (LPN)	\$61.00 per hour	- 1:1 Skilled Nursing Services
Licensed Practical Nurse (LPN) Specialty	\$63.00 per hour	- 1:1 (enhanced nursing services for medically fragile special needs students) *
Home Health Aide	\$33.80 per hour	****
Paraprofessional	\$33.00 per hour	****
Student Transportation ONLY-RN	\$100.00 per hour	(1.5 hour minimum each way) ***
Student Transportation ONLY- LPN	\$75.00 per hour	(1.5 hour minimum each way) ***
Student Transportation ONLY- CNA/PARA	\$60.00 per hour	(2.0 hour minimum each way) *** & ****
Psychologist- Ph.D.	\$150.00 per hour	
Psychologist- Master Level	\$105.00 per hour	
Social Worker	\$66.00 per hour	
Board Certified Behavior Analyst (BS)	\$80.00 per hour	
Board Certified Behavior Analyst (MS)	\$105.00 per hour	
Board Certified Behavior Analyst (Ph. D)	\$130.00 per hour	
Registered Behavior Technician (RBT)	\$60.00 per hour	
ABA Evaluations	\$145.00 per hour	(one hour minimum per evaluation)
Teacher's Aide (NYS certified)	\$48.00 per hour	
Teacher's Aide (Instructional- non-certified)	\$37.00 per hour	

Healthcare
Staffing



Horizon Group

Fee Schedule A

- * Registered Nurse/ Licensed Practical Nurse Specialty requested for a student will need additional authorization.
- ** If the clinician's services are required during the on-call hours, the rate will be \$72.80 per hour for the duration of the time the nurse's services is required.
- *** This service is only for students needing a clinician on the bus ride to and from school and NOT in school during the day.
- **** Often individuals with these titles do not have a car to travel to the assignment. School may authorize, in writing, up to \$40 per day in travel reimbursement that would be paid to the assigned individual. This would be added to the invoice.

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

Healthcare
Staffing



Horizon Group

Fee Schedule A

Related Educational Services - Session Rates

Occupational and Physical Therapist	\$64.00	per thirty (30) minute individual session at one site for 2 or more students.
	\$64.00	per group of 1 in a thirty (30) minute group session. \$20 per each additional student.
	\$225.00	per evaluation
CSE Consultation Meetings for OT, PT, ST	\$61.20	per thirty (30) minute session (billing will be prorated for longer sessions) *
PTA and COTA	\$58.00	per thirty (30) minute individual session at one site for two (2) or more students. *
	\$58.00	per group of 1 in a thirty (30) minute group session. \$15 for each additional student.
Speech Therapist	\$70.00	per thirty (30) minute individual session at one site for 2 or more students.
Speech Therapist	\$70.00	per group of 1 in a thirty (30) minute group session. \$25 for each additional student.
	\$250.00	per evaluation
Speech Therapist – Bi-Lingual	\$78.00	per thirty (30) minute individual session at one site for 2 or more students.
	\$78.00	per group in a thirty (30) minute group session. \$25 per each additional student.
	\$275.00	per evaluation
Prepare Reports/ Documentation	Billed at \$40 per half hour (prior school district authorization required)	



Horizon Group

Fee Schedule A

- * Mandates of more than thirty (30) minutes will be prorated.
- * When Occupational, Physical, and or Speech Therapy Services are provided for one single student at a site or home based the rate is \$110.00 per thirty (30) minute session.

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for Valley Stream UFSD 24 are valid through June 30, 2025. The rate schedule is subject to yearly rate increases and will be based on Valley Stream UFSD 24 for each subsequent year.

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

Attest:

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

5/23/2024

Print Name (Authorized)

Date

Signature

Date

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this 1 day of July, 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 **Homecare Therapies LLC d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 20 Jerusalem Avenue, 3rd Floor, Hicksville, NY 11801 .

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. 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 Therapy
 - Occupational Therapy
 - Physical Therapy
 - Psychological Services
 - Social Worker
 - Nursing Services
 - Evaluations
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/ \$3,000,000 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:

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.
- 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: **Homecare Therapies LLC d/b/a Horizon Healthcare
Staffing and affiliate Horizon Staffing Solutions 20
Jerusalem Avenue, 3rd Floor, Hicksville, NY 11801 .**

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.

Horizon
Healthcare
Staffing



Horizon Group

Horizon Healthcare Staffing

Non- Hire Clause

School District Agrees not to hire, or to use the services of any nurse assigned to it by Service Provider for one (1) year after the last date of the assignment of the nurse by Service Provider for (1) year after the last date of the assignment of the nurse by the Service Provider, unless otherwise provided herein. In the event that the School District utilizes any nurse assigned to it by Services Provider on a permanent or temporary basis, School District agrees to pay Service Provider a consulting fee in the amount of \$5,000.00. It is hereby agreed that said consulting fee is reasonable and appropriate for such referral.

Tina Longo, CVT
Tina Longo, CVT
Director of Medical Services
Horizon Healthcare Staffing
6/26/24

Print Name

Authorized Signature

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.

Horizon Healthcare Staffing

VALLEY STREAM UFSD 24

By: *Lina Longo, DVI*
6/26/2024

By: _____
President, Board of Education

**Horizon
Healthcare
Staffing**



Fcc Schedule A

Horizon Group

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for Valley Stream UFSD 24 are valid through June 30, 2025. The rate schedule is subject to yearly rate increases and will be based on Valley Stream UFSD 24 approval for each subsequent year.

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Social Worker	\$66.00 per hour	
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Horizon
Healthcare
Staffing



Horizon Group

Fee Schedule A

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 - **** Often individuals with these titles do not have a car to travel to the assignment. School may authorize, in writing, up to \$40 per day in travel reimbursement that would be paid to the assigned individual. This would be added to the invoice.
-
- If the same clinician works in the School District more than 40 hours in a week, Horizon will bill 1.5 times the rates above to account for overtime.
 - The minimum daily school assignment (s) is four (4) hours. School or trip assignments lasting less than four (4) hours will be billed for the entire four (4) hours.
 - Cancellation: School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift; otherwise, a 50% charge will be billed for the lost shift wages.
 - If a clinician must stay beyond the student's scheduled IEP or school hours, Horizon reserves the right to bill School District for the extra time involved.

Horizon
Healthcare
Staffing



Horizon Group

Fee Schedule A

Related Educational Services - Session Rates

Occupational and Physical Therapist	\$64.00	per thirty (30) minute individual session at one site for 2 or more students.
	\$64.00	per group of 1 in a thirty (30) minute group session. \$20 per each additional student.
	\$225.00	per evaluation
CSE Consultation Meetings for OT, PT, ST	\$61.20	per thirty (30) minute session (billing will be prorated for longer sessions) *
PTA and COTA	\$58.00	per thirty (30) minute individual session at one site for two (2) or more students. *
	\$58.00	per group of 1 in a thirty (30) minute group session. \$15 for each additional student.
Speech Therapist	\$70.00	per thirty (30) minute individual session at one site for 2 or more students.
Speech Therapist	\$70.00	per group of 1 in a thirty (30) minute group session. \$25 for each additional student.
	\$250.00	per evaluation
Speech Therapist – Bi-Lingual	\$78.00	per thirty (30) minute individual session at one site for 2 or more students.
	\$78.00	per group in a thirty (30) minute group session. \$25 per each additional student.
	\$275.00	per evaluation
Prepare Reports/ Documentation	Billed at \$40 per half hour (prior school district authorization required)	

Horizon
Healthcare
Staffing



Horizon Group

Fcc Schedule A

- * Mandates of more than thirty (30) minutes will be prorated.
- * When Occupational, Physical, and or Speech Therapy Services are provided for one single student at a site or home based the rate is \$110.00 per thirty (30) minute session.

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for Valley Stream UFSD 24 are valid through June 30, 2025. The rate schedule is subject to yearly rate increases and will be based on Valley Stream UFSD 24 for each subsequent year.

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

Attest:

Tina Longo, CVT 5/23/2024

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

Print Name (Authorized) Date

Signature Date



Placement, Consulting & Professional Development Provider Service Agreement

THIS AGREEMENT made this ___ day of April, 2024 by and between the **BOARD OF EDUCATION, VALLEY STREAM UFSD #24**, (hereinafter referred to as the “School District”), as the party of the first part, having its principal place of business located at **50 HUNGRY HARBOR ROAD, VALLEY STREAM, NY 11581** and **BLUE SEA EDUCATIONAL CONSULTING INC.** (hereinafter referred to as the “SERVICE PROVIDER”), as the party of the second part, having its principal place of business for purposes of this Agreement at **1038 West Jericho Turnpike, Smithtown New York, 11787.**

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT is authorized by law to contract for the provision of related services for its students with handicapping conditions; and **WHEREAS**, SERVICE PROVIDER is in the business of providing general and special education consulting services, professional development, and placement services of licensed and qualified occupational therapists, physical therapists, speech pathologists, social workers, behavior therapists, translators, general and special educators and psychologists; and

WHEREAS, SERVICE PROVIDER warrants that CONSULTING, PLACEMENT and PROFESSIONAL DEVELOPMENT assignments and services will be performed on an as needed basis pursuant to agreed upon goals and objectives, and that for PLACEMENT purposes the SERVICE PROVIDER warrants that it will have reviewed the individualized education program (“IEP”) of each pupil serviced by it, and represents that it will provide the level of services identified in the IEP to meet the needs of such children with handicapping conditions; and

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

1. **TERM OF AGREEMENT**: This Agreement shall be in effect for the period July 1, 2024 to June 30, 2025, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES**:

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

i. Services based on individual student IEPs;



ii. The implementation of goals and objectives for the educational services provided as per each individual student's IEP;

iii. The completion of progress reports regarding student achievement of objectives as per report card schedules;

iv. Provide the Committee on Special Education (CSE) with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;

v. Attend all such CSE meetings, except that a fee shall be paid by the school district for such attendance as provided for in paragraph 3 below; and

vi. Complete evaluations as per the request of the Director of Special Education on an as needed basis, except that a fee shall be paid by the school district for such evaluations as provided for in paragraph 3 below.

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

3. PAYMENT SCHEDULE & PROFESSIONAL SERVICE RATES: In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER at the rates contained in the ***Appendix of this agreement.***

(1) PROFESSIONAL DEVELOPMENT

Professional Development, Training, Conference is determined based on such factors as nature of professional development assignment, presenter availability, experience and expertise, length and location of event, and other requirements. Professional Development Event proposals are determined on a case-by-case basis. Professional Development rates are **\$250, \$200, \$150, \$125, \$75, and \$30 per 60 minutes**, plus any out-of-pocket expenses.*

* Out of Pocket Expenses. The School District shall reimburse in full Blue Sea Educational Consulting for any out-of-pocket expenses incurred pursuant to any agreed upon consulting or professional development assignment provided the School District has approved any such expense in advance. Proof of any out-of-pocket expenses shall be furnished by Blue Sea Educational Consulting to the School District in a form compliant with School District requirements.

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



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

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

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

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



8. RESPONSIBILITY FOR PAYMENT OF SERVICES:

a. **PAYMENTS BY PARENTS/GRATUITIES.** No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.

b. **PRIVATE SCHOOL.** In the case where the Provider renders service to a student in a Private School geographically located within the public school district that is party to this contract, then the Provider may render reimbursable services during those times when the private school is open irrespective of whether the public school is otherwise open. The Provider may NOT render services when the Private School is closed.

c. **HOME—BASED SERVICES.** Where the Provider renders service to a student in a Home-Based setting, the Provider may render reimbursable services when the public school is open. The Provider may not render reimbursable services when the public school is closed except in the case where services rendered are Applied Behavior Analysis (ABA) services.

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

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

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



and the State Education Department of New York: to wit, but not limited to, fingerprinting. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all service providers who will be or may be providing services to the SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT's verification of such providers' clearance status. In the event that SERVICE PROVIDER utilizes a provider who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

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

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

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

15. **REPORTS TO SCHOOL DISTRICT**: SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's educational progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents



of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be required by SCHOOL DISTRICT.

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

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

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

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

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

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

22. **TERMINATION NOTICE**:

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



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

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

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

25. **INDEMNIFICATION and HOLD HARMLESS PROVISION:** Both parties agrees that they shall defend, indemnify and hold each other and all their officers, directors, agents, independent contractors and employees harmless 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 negligent act or breach of duties taken or made by each party hereunder with respect to this Agreement.

26. **INSURANCE PROVISION:** SERVICE PROVIDER shall, at its sole expense, procure and maintain such policies of comprehensive general liability as shall be necessary to insure the School District as an additional insured, with the exception of workers' compensation and professional liability, 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 (\$1,000,000) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000) Dollars in the event of injury or death to more than one person as the result of the same incident. Service provider shall provide School District with a copy of said policy upon execution of this agreement.



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

Blue Sea Educational Consulting, Inc.
1038 W. Jericho Turnpike
Smithtown, New York, 11787
Attn: Nicholas Mortati, President

SCHOOL DISTRICT: **VALLEY STREAM UFSD #24**
ADDRESS: **50 HUNGRY HARBOR ROAD**
CITY/TOWN/ZIP CODE: **VALLEY STREAM, NY 11581**

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

29. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.

30. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York.

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

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

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

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



3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

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

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


37. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms. IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

38. **REFERRAL FEE:** The School District shall not enter into a separate agreement or employment with any Consultant and/or Provider working with the School District hereunder for the duration of this agreement plus an additional period of two years thereafter. Should the School District enter into any such agreement or employment then the School District agrees to pay Service Provider a referral fee of Five-Thousand (\$5,000) Dollars. School District and Service Provider 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 into this Agreement, and with due regard to future expectations.

Date: _____ By: _____

PRESIDENT
BOARD OF EDUCATION,
VALLEY STREAM UFSD#24

Date: **JUNE 27, 2024**

By: 

NICHOLAS MORTATI, PRESIDENT
BLUE SEA EDUCATIONAL CONSULTING, INC.

* See Appendix (2024-2025 School Year Rates)



VALLEY STREAM #24 2024-2025 SCHOOL YEAR RATES

NAME	RATE	MINS
AAC/AT Consulting & Training (AACC) Individual In District	\$204.00	60
BIS 1:1 Paraprofessional (Para1) Individual In District	\$35.80	60
BIS 2:1 Paraprofessional (Para2) Individual In District	\$51.00	60
BIS Consulting (BIC) Individual Any	\$133.00	60
BIS (BIS) Individual Any	\$97.00	60
BIS Parent Counseling & Training (PCT) Individual Flexible (In District / Home / Community)	\$107.50	60
BIS PhD Psychology (BISPh) Individual Any	\$150.00	60
Certified Reading Specialist (CRS) Group In District	\$204.00	60
Certified Reading Specialist (CRS) Individual Any	\$128.00	60
CSE Meeting (CSE) Individual In District	\$76.50	FLAT
Education & Literacy Consulting (ELC) Individual In District	\$179.00	60
Educational Screening (ES) Individual Any	\$102.00	FLAT
Evaluation AAC/AT (ACEv) Individual In District	\$204.00	60
Evaluation ADOS (Bilingual) (ADOSB) Individual Any	\$174.00	60
Evaluation ADOS (Monolingual) (ADOSM) Individual Any	\$153.50	60
Evaluation Behavioral FBA/BIP (BISF) Individual Any	\$133.00	60
Evaluation Educational (Bilingual) (EEB) Individual Any	\$715.00	FLAT
Evaluation Educational (Monolingual) (EEd) Individual Any	\$560.00	FLAT
Evaluation Feeding Speech Language (Bilingual) (EFSLB) Individual Any	\$460.00	FLAT
Evaluation Feeding Speech Language (Monolingual) (EFSL) Individual Any	\$410.00	FLAT
Evaluation Occupational Therapy (Bilingual) (OTEB) Individual Any	\$305.00	FLAT
Evaluation Occupational Therapy (Monolingual) (OTEM) Individual Home	\$255.00	FLAT
Evaluation Physical Therapy (Bilingual) (PTEB) Individual Any	\$305.00	FLAT
Evaluation Physical Therapy (Monolingual) (PTeM) Individual Any	\$305.00	FLAT
Evaluation PROMPT Speech Language (Bilingual) (EPSLB) Individual Any	\$460.00	FLAT
Evaluation PROMPT Speech Language (Monolingual) (EPSL) Individual Any	\$410.00	FLAT
Evaluation Psychoeducational (Bilingual) (EEB) Individual Any	\$1,430.00	FLAT
Evaluation Psychoeducational (Monolingual) (EEM) Individual Any	\$1,125.00	FLAT
Evaluation Psychological (Bilingual) (PEdBi) Individual Any	\$690.00	FLAT
Evaluation Psychological (Monolingual) (PsyEv) Individual In District	\$615.00	FLAT
Evaluation Social History (Bilingual) (SHEB) Individual Any	\$255.00	FLAT
Evaluation Social History (Monolingual) (SoEva) Individual Any	\$205.00	FLAT
Evaluation Specialized Reading (ESR) Individual Any	\$870.00	FLAT
Evaluation Speech Language (Bilingual) (SLEB) Individual Any	\$410.00	FLAT
Evaluation Speech Language (Monolingual) (SLEM) Individual Any	\$332.00	FLAT
Literacy Analyst (LA) Individual Flexible (In District / Home / Community)	\$92.00	60
Occupational Therapy Consultation (OTC) Individual Any	\$71.50	30
Occupational Therapy (OT) Group In District	\$87.00	30
Occupational Therapy (OT) Individual Home	\$67.00	30
Occupational Therapy (OT) Individual In District	\$51.00	30
Occupational Therapy (OT) Individual Private	\$67.00	30
Occupational Therapy Screening (OTS) Individual In District	\$76.50	FLAT
Physical Therapy Consultation (PTC) Individual Any	\$77.00	30



VALLEY STREAM #24 2024-2025 SCHOOL YEAR RATES

NAME	RATE	MINS
Physical Therapy (PT) Group In District	\$97.00	30
Physical Therapy (PT) Individual Home	\$76.50	30
Physical Therapy (PT) Individual In District	\$61.50	30
Physical Therapy (PT) Individual Private	\$77.00	30
Physical Therapy Screening (PTS) Individual Any	\$76.50	FLAT
School Psychologist (Per Diem) (SPsyD) Individual In District	\$819.00	FLAT
School Psychologist (SPsy) Individual In District	\$122.50	60
Social Work & Counseling (SWC) Group In District	\$128.00	60
Social Work & Counseling (SWC) Individual Home	\$97.00	60
Social Work & Counseling (SWC) Individual In District	\$97.00	60
Social Work & Counseling (SWC) Individual Private	\$97.00	60
Speech Language PROMPT Therapy (PROMT) Individual Any	\$71.50	30
Speech Language Teletherapy (SLPT) Individual Any	\$51.00	30
Speech Language Therapy Consultation (SLPC) Individual Any	\$66.50	30
Speech Language Therapy Feeding (SLTF) Individual Any	\$71.50	30
Speech Language Therapy (SLT) Group In District	\$87.00	30
Speech Language Therapy (SLT) Individual Home	\$66.50	30
Speech Language Therapy (SLT) Individual In District	\$56.25	30
Speech Language Therapy (SLT) Individual Private	\$66.50	30
Speech Language Therapy Screening (SLPS) Individual Any	\$102.00	FLAT
Team Meeting (TM) Individual Flexible (In District / Home / Community)	\$92.00	FLAT
Translation Cantonese/Mandarin (TCM) Individual In District	\$61.00	60
Translation Creole (TC) Individual In District	\$51.00	60
Translation Other (TO) Individual In District	\$61.00	60
Translation Spanish (TS) Individual In District	\$51.00	60

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

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



2024-2025 School Year Documents

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

(10 Pages with Cover)

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.

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number												
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2	7	-	1	8	5	6	2	2	0			

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>Michael Morton</i>	Date <i>3/1/2024</i>
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General Instructions

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

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

What's New

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

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

Purpose of Form

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



IEP DIRECT.COM CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

(2024 – 2025 School Year)

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

Acknowledged by: Nicholas Mortati Date: 3/1/2024

Name/Title: Nicholas Mortati, President



**Statement of Reassignment & New York State Department of
Health Provider Agreement 2024 – 2025**


STATEMENT OF REASSIGNMENT

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

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

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

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

Acknowledged by:  Date: 3/1/2024

Name/Title: Nicholas Mortati, President

**BLUE SEA EDUCATIONAL CONSULTING INC.
CONTRACTED SCHOOL DISTRICTS 2023-2024**

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



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

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

- (A)
 - (1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
 - (2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
 - (3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- (B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color national origin, handicap, age, sex, religion, and/or marital status.
- (C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules, and Regulations of the State of New York.

Provider's Authorized Signature: Nicholas Mortati Date: 3/4/2024
Name/Title: Nicholas Mortati, President
1038 West Jericho Turnpike
Smithtown, NY 11787

See page 2 List of School Districts

**BLUE SEA EDUCATIONAL CONSULTING INC.
 CONTRACTED SCHOOL DISTRICTS 2023-2024**

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



Blue Sea Data Security & Privacy Plan

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

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



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



9. The parent or guardian, student or other individual may challenge the accuracy of the data received by Blue Sea by following applicable law (e.g., Family Educational Rights and Privacy Act), employment agreements, and policies, rules and regulations. If Blue Sea receives a challenge to the accuracy of data from a parent or guardian, student, or other individual, then Blue Sea will notify the client school district in writing. Blue Sea will not amend any data without a written request from the client school district. Complaints pertaining to the State Education Department or one of its third party vendors should be directed in writing to the Chief Privacy Officer, New York state Education Department, 89 Washington Avenue, Albany, NY 12234, or email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by the State Education Department's Chief Privacy Officer.
10. A student's personally identifiable information shall not be sold or released for any commercial purposes.
11. A complete list of all student data elements collected by the State Education Department is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>. The State Education Department's Chief Privacy Officer will develop additional elements for this Parents' Bill of Rights, which will be prescribed in Regulations of the Commissioner of and updated by Blue Sea accordingly.
12. Upon the adoption of regulations and guidance from the State Education Department, as required by Education Law §2-d(3) and §2-d(5)(a-b), if a client school district enters into a contract with Blue Sea in which student, teacher, or principal data is shared with, supplemental information for each such contract will be appended to this Parents' Bill of Rights.
13. Individuals may access the State Education Department's Parents' Bill of Rights at: <http://www.p12.nysed.gov/docs/parents-bill-of-rights.pdf>.

Acknowledged by: Nicholas Mortati Date: 3/1/2024

Name/Title: Nicholas Mortati, President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2024

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 Aljay Insurance Brokerage Ltd 6143 Jericho Tpke., Ste 100 P.O. Box 644 Commack NY 11725	CONTACT NAME: John Florea PHONE (A/C, No, Ext): (631) 261-3988 E-MAIL ADDRESS: john@aljayinsurance.com	FAX (A/C, No): (631) 912-9618													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinel</td> <td>11000</td> </tr> <tr> <td>INSURER B : Mount Vernon Fire Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel	11000	INSURER B : Mount Vernon Fire Insurance Company		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Blue Sea Educational 1038 W Jericho Tpke Smithtown NY 11787															

COVERAGES CERTIFICATE NUMBER: CL2462722130 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		12SBMAF3918	05/11/2024	05/11/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		12SBMAF3918	05/11/2024	05/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		12SBMAF3918	05/11/2024	05/11/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability	Y		SP2554321D	07/15/2023	07/15/2025	COVERAGE LIMITS EACH CLAIM: \$2,000,000 ANNUAL AGGREGATE: \$2,000,000

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

The Certificate Holder is included as an Additional Insured.
 Sexual Abuse & Misconduct Coverage is included with limits of \$1,000,000 per occurrence with Bealy Insurance, Inc.
 Policy #SML00000419335a - EFF 06/22/24-06/22/25 -NAIC#37540

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this 1st day of July 1st, 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 **Health Source Group, INC**(hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 25 Newbridge Road, Suite 312, Hicksville, NY 11801

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:
 - **Resource Room**
 - **Proctoring Exams**
 - **Teacher Aide**
 - **Teacher Assistant**
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.

- C. In the event any of the aforementioned insurance policies are canceled 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 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.
- 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: **Health Source Group, INC**
25 Newbridge Road, Suite 312, Hicksville, NY 11801

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.

Health Source Group, INC

VALLEY STREAM UFSD 24



By: _____
Danielle Nelson
Executive Business Administrator

By: _____
President, Board of Education



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

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

RATES AND TERMS 2024-2025

RN - Health Office Coverage	\$65.92/HR
RN - Skilled Nursing Services for Special Needs Student	\$70.04/HR
RN – Field Trips/Overnight School Trips	\$70.04/HR
RN Visit - Dispense Meds	\$128.75 Per Visit
LPN	\$49.44/HR
CNA	\$31.93/HR
Paraprofessionals / Teacher's Aide	\$28.84/HR
Home Health Aides (HHA) / Personal Care Aide	\$28.84/HR
Teachers Assistant	\$33.99/HR
ABA (Certified)	\$154.50/HR
Proctor (Exams)	\$31.93/HR
Resource Room Teacher	\$63.86/HR
Social Worker	\$63.86/HR
Student Transportation (CNA/Para Only)	\$51.50/HR (2 Hour Minimum Each Way)
Student Transportation (LPN Only)	\$72.10/HR (1 Hour Minimum Each Way)
Student Transportation (RN Only)	\$92.70/HR (1 Hour Minimum Each Way)
Occupational Therapist/Physical Therapist	\$97.85/HR



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

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

RATES AND TERMS 2024-2025 (cont.)

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

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

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

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

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

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

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

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

PUBLIC SCHOOL INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT made as of the 1 day of July, 2024 by and between **BOARD OF EDUCATION, LYNBROOK UFSD** (hereinafter referred to as the "RECEIVING SCHOOL DISTRICT") and **BOARD OF EDUCATION, VALLEY STREAM UFSD #24** (hereinafter referred to as the "SENDING SCHOOL DISTRICT").

WITNESSETH:

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

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

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

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

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period of July 1, 2024 to June 30, 2025 unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:** During the term of this Agreement, the RECEIVING SCHOOL DISTRICT shall provide a special education program and/or services to the student(s) listed in Confidential Schedule A to this agreement.
 - a. RECEIVING SCHOOL DISTRICT shall provide adequate instruction, related services and/or a facility to the student during the school year. The education provided by RECEIVING SCHOOL DISTRICT shall be appropriate to the mental ability and physical condition of the children, and in accordance with Commissioner's Regulations, all applicable Federal, State and local statutes, rules and ordinances.
 - b. The RECEIVING SCHOOL DISTRICT agrees to provide services in accordance with the State Education Department's regulations, using only professionals certified by the New York State Education Department.
 - c. The RECEIVING SCHOOL DISTRICT agrees to provide the students who are the subject of this Agreement with the special education program(s) and/or related service(s) in accordance with the student's Individualized Education Plan ("IEP").

- d. In the event that the SENDING SCHOOL DISTRICT, upon the recommendation of its CSE, wishes to modify the instructional program and/or related services (i.e. type, frequency and/or location) provided to the students during the term of the Agreement, the SENDING SCHOOL DISTRICT shall present its request for such modification(s) to the RECEIVING SCHOOL DISTRICT. The RECEIVING SCHOOL DISTRICT shall review such request and shall determine whether it is able to meet such request. The RECEIVING SCHOOL DISTRICT shall notify the SENDING SCHOOL DISTRICT of its determination within ten (10) business days and shall advise same of any changes in cost associated with any modification(s) made to the program and/ or services. Any agreement with respect to an increase or decrease in related services or change of program shall be in writing and shall be made an addendum to this Agreement.
 - e. The RECEIVING SCHOOL DISTRICT shall make relevant personnel available to participate in meetings of the SENDING SCHOOL DISTRICT's Committee on Special Education ("CSE"), where appropriate, upon reasonable prior notice to the RECEIVING SCHOOL DISTRICT of such meetings.
 - f. The RECEIVING SCHOOL DISTRICT represents its services under this Agreement shall be provided by qualified individuals in good professional standing pursuant to New York State certification and licensing requirements. The RECEIVING SCHOOL DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been found guilty of any relevant criminal or professional misconduct or incompetence.
 - g. The SENDING SCHOOL DISTRICT reserves the right to remove a child from the list of the children covered by this Agreement at any time during the school term.
3. **PAYMENT TERMS:** In full consideration for the educational services to be rendered by the RECEIVING SCHOOL DISTRICT to the SENDING SCHOOL DISTRICT for the period of this Agreement, upon presentment of an invoice by the RECEIVING SCHOOL DISTRICT, the SENDING SCHOOL DISTRICT will pay to the RECEIVING SCHOOL DISTRICT for each child the tuition rate set by the State Education Department. If the tuition rates for this school year are not available at the beginning of that school year, the SENDING SCHOOL DISTRICT shall pay the rates applicable to the previous school year until new rates are set, at which time the parties shall adjust future tuition payments so that the RECEIVING SCHOOL DISTRICT will be paid in accordance with the rates applicable to that current school year. Subject to the foregoing, the parties agree and acknowledge that the tuition rates shall not exceed the following:

- Summer = \$ 14,062; 1:1 Aide = \$2,088
- Ten Months = \$70,308; 1:1 Aide = \$26,212

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

1. The RECEIVING SCHOOL DISTRICT will hire and allocate the 1:1 aide and be provided additional compensation as set forth above from the SENDING SCHOOL DISTRICT.

2. The SENDING SCHOOL DISTRICT will hire and allocate the 1:1 aide without any additional compensation to the RECEIVING SCHOOL DISTRICT. The RECEIVING SCHOOL DISTRICT will be responsible for forwarding any timesheets or other documentation regarding the days or hours worked.
3. The SENDING SCHOOL DISTRICT will arrange and pay for a 1:1 aide through a contracted vendor without any additional compensation to the RECEIVING SCHOOL DISTRICT.

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

5. **PAYMENT SCHEDULE:** RECEIVING SCHOOL DISTRICT will submit an invoice for services rendered on a monthly basis, and payment to RECEIVING SCHOOL DISTRICT shall be made within thirty (30) days from receipt of invoice from RECEIVING SCHOOL DISTRICT.
6. **STATUS OF EMPLOYEES:** All employees of RECEIVING SCHOOL DISTRICT shall be deemed employees of RECEIVING SCHOOL DISTRICT for all purposes and RECEIVING SCHOOL DISTRICT alone shall be responsible for their work, personal conduct, direction, and compensation. RECEIVING SCHOOL DISTRICT acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SENDING SCHOOL DISTRICT. RECEIVING SCHOOL DISTRICT is retained by SENDING SCHOOL DISTRICT only for the purposes to the extent forth in this Agreement, and its relationship to SENDING SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. RECEIVING SCHOOL DISTRICT shall not be considered as having employee status and shall not be entitled to participate in any of SENDING SCHOOL DISTRICT's workers compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, RECEIVING SCHOOL DISTRICT, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SENDING SCHOOL DISTRICT. RECEIVING SCHOOL DISTRICT agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. RECEIVING SCHOOL DISTRICT shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. RECEIVING SCHOOL DISTRICT shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SENDING SCHOOL DISTRICT and its employees.
7. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**
 - a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. RECEIVING SCHOOL DISTRICT and its employees shall not share or accept any fee or gratuity

from the student or student's family for service provided pursuant to this Agreement.

- b. SENDING SCHOOL DISTRICT shall not incur any charges for any session which RECEIVING SCHOOL DISTRICT, its employees, and/or agents fail to attend for any reason whatsoever.
8. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SENDING SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to tuition and related service costs For purposes of this Agreement, the definition and calculation of enrollment and attendance shall be determined by SENDING SCHOOL DISTRICT, in accordance with section 175.6 of the Regulations of the Commissioner of Education.
9. **SAVE LEGISLATION:** RECEIVING SCHOOL DISTRICT understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. RECEIVING SCHOOL DISTRICT shall adhere to all requirements and protocols as established by SENDING SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. RECEIVING SCHOOL DISTRICT further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SENDING SCHOOL DISTRICT. In the event that RECEIVING SCHOOL DISTRICT utilizes a provider who has not obtained fingerprinting clearance with the State Education Department, SENDING SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
10. **ATTENDANCE RECORDS:** RECEIVING SCHOOL DISTRICT shall maintain monthly attendance records which shall be submitted to SENDING SCHOOL DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
11. **REPORTS OF STUDENTS:** RECEIVING SCHOOL DISTRICT shall obtain whatever releases or other legal documents that are necessary in order that RECEIVING SCHOOL DISTRICT may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on RECEIVING SCHOOL DISTRICT. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.
12. **REPORTS TO STATE:** RECEIVING SCHOOL DISTRICT hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. RECEIVING SCHOOL DISTRICT agrees to provide the State access to all relevant records which the State requires to

determine either RECEIVING SCHOOL DISTRICT's or SENDING SCHOOL DISTRICT's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. RECEIVING SCHOOL DISTRICT agrees to retain all materials and records relevant to the execution. or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

13. **REPORTS TO SCHOOL DISTRICT:** RECEIVING SCHOOL DISTRICT hereby agrees to furnish written reports of each pupil's educational progress to SENDING SCHOOL DISTRICT. RECEIVING SCHOOL DISTRICT will render such reports to SENDING SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the SENDING SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. RECEIVING SCHOOL DISTRICT shall provide such additional information concerning the pupil's progress as may be required by SENDING SCHOOL DISTRICT.
14. **COMMISSIONER VISITS:** RECEIVING SCHOOL DISTRICT shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
15. **AUTHORIZATION OF SCHOOL DISTRICT:** RECEIVING SCHOOL DISTRICT shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SENDING SCHOOL DISTRICT.
16. **STUDENT DISCIPLINE:** RECEIVING SCHOOL DISTRICT agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
17. **STUDENT TRANSPORTATION:** The SENDING SCHOOL DISTRICT shall be responsible for providing all students listed in the Confidential Schedule A to this Agreement with transportation to and from school.
18. **STUDENT PRESCRIPTIONS:** Where applicable, SENDING SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to RECEIVING SCHOOL DISTRICT. SENDING SCHOOL DISTRICT shall forward copies of these prescriptions to RECEIVING SCHOOL DISTRICT upon its written request.
19. **TERMINATION NOTICE:**
 - a. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to RECEIVING SCHOOL DISTRICT for services rendered. RECEIVING SCHOOL DISTRICT will not incur any additional expenses upon receipt of SENDING SCHOOL DISTRICT's notification that

RECEIVING SCHOOL DISTRICT's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SENDING SCHOOL DISTRICT must be completed by RECEIVING SCHOOL DISTRICT within thirty (30) days of the termination date.

- b. This Agreement may be terminated by the SENDING SCHOOL DISTRICT in the event of a material breach by the RECEIVING SCHOOL DISTRICT upon three (3) days' written notice from the SENDING SCHOOL DISTRICT to RECEIVING SCHOOL DISTRICT.
- c. In the event that the RECEIVING SCHOOL DISTRICT terminates this agreement, said termination shall be subject to any pendency rights exercised by the parent(s)/lawful guardian(s) of any students covered by this Agreement.

20. **CONFIDENTIALITY:**

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

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

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

- a. Be purchased from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
- b. Contain a 30-day notice of cancellation.
- c. State that the organization's coverage shall be primary coverage for SENDING SCHOOL DISTRICT, its Board, employees and volunteers.
- d. The policy shall provide coverage for claims of negligent hiring, training and supervision, including claims arising in the context of sexual molestation, abuse, harassment, or other sexual misconduct.
- e. SENDING SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- f. The certificate of insurance shall describe the specific services of RECEIVING SCHOOL DISTRICT that are covered by the commercial general liability policy and any umbrella policy.
- g. RECEIVING SCHOOL DISTRICT agrees to indemnify SENDING SCHOOL DISTRICT for any applicable deductibles.
- h. Required Insurance:
 - i. Commercial General Liability Insurance: \$1,000,000 per occurrence/
\$3,000,000 aggregate.
 - ii. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - iii. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - iv. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/
\$3,000,000 aggregate for the professional acts performed under the contract for SENDING SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement.

Coverage shall remain in effect for two (2) years following the completion of work.

- i. In the event that any of the insurance coverage to be provided by RECEIVING SCHOOL DISTRICT contains a deductible, RECEIVING SCHOOL DISTRICT shall indemnify and hold SENDING SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of RECEIVING SCHOOL DISTRICT.
 - j. RECEIVING SCHOOL DISTRICT shall provide the SENDING SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. RECEIVING SCHOOL DISTRICT further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects RECEIVING SCHOOL DISTRICT to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SENDING SCHOOL DISTRICT sustains as a result of this breach. In addition, RECEIVING SCHOOL DISTRICT shall be responsible for the indemnification to the SENDING SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.
 - k. Prior to commencement of its services, RECEIVING SCHOOL DISTRICT shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.
23. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
24. **ASSIGNMENT OF CONTRACT:** RECEIVING SCHOOL DISTRICT shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SENDING SCHOOL DISTRICT.
25. **DISCRIMINATION PROHIBITED:** Neither party shall discriminate against any individual on the basis of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or gender identity and will ensure that each individual is afforded equal opportunities without discrimination on the basis of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or gender identity.
26. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York. Both parties consent to the jurisdiction of the Supreme Court, County of Nassau, State of New York or United States District Court for the Eastern District of New York.
28. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this

Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

29. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SENDING SCHOOL DISTRICT and RECEIVING SCHOOL DISTRICT, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, amended or modified except through the mutual written consent of the parties.
30. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
31. **AUTHORITY TO ENTER AGREEMENT:** The undersigned representatives of SENDING SCHOOL DISTRICT and the RECEIVING SCHOOL DISTRICT hereby represent and warrant that they have full legal authority to enter this Agreement and bind the respective parties thereto.
32. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile and electronic signatures shall have the same force and effect as originals thereof.

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

LYNBROOK UFSD:

By: _____

Board President

Date: 7/2/24

VALLEY STREAM UFSD #24:

By: _____

Board President

Date: _____