

# MINUTES

## BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

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WORK SESSION  
May 7 , 2025

WILLIAM L. BUCK SCHOOL  
6:45 PM

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**Members Present:** President Hernandez, Trustee Clark, Trustee Wheeler, and Trustee Wilson

**Others Present:** Superintendent Karakas, Dr. Lisa Conte, and Dr. Jack Mitchell

**Absent With Prior Notice:** Vice President Herrera, Trustee Maier, and Trustee Nunez

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### I. Call to Order

Having a quorum, the Work Session was called to order at 6:47 pm by President Hernandez at the William L. Buck School. Motion to enter Executive Session at 6:47 pm was made by Trustee Clark and seconded by Trustee Wheeler to discuss Personnel and Contractual Obligations. Motion carried.

Motion to exit Executive Session at 7:34 pm by Trustee Wheeler and seconded by Trustee Wilson. Motion carried.

The Work Session was reconvened at 7:37 pm, at the William L. Buck School by President Hernandez.

### II. Informational Items

1. Central High School District Budget Hearing
2. VS24 – VSCHSD Budget Hearing

### III. Action Items: N/A

#### **IV. Motion to Adjourn**

Motion to re-enter Executive Session at 8:25 pm was made by Trustee Wheeler and seconded by Trustee Wilson to discuss Personnel and Contractual Obligations. Motion carried.

Motion to exit Executive Session at 8:52 pm by Trustee Wheeler and seconded by Trustee Clark. Motion carried.

Motion to adjourn the Work Session by Trustee Wheeler at 8:52 pm and seconded by Trustee Wilson. Motion carried.

Respectfully Submitted,

*Jennie L. Padilla*

Jennie L. Padilla  
District Clerk

# MINUTES

## BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

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BUSINESS MEETING  
May 14, 2025

WILLIAM L. BUCK SCHOOL  
6:45 PM

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**Members Present:** President Hernandez, Vice-President Herrera, Trustee Clark, 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:**

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### I. DETERMINATION OF QUORUM & CALL TO ORDER – PRESIDENT HERNANDEZ

Having a quorum, the Business Meeting was called to order at 6:45pm by President Hernandez at the William L. Buck School. Motion to enter Executive Session at 6:45 pm was made by Trustee Maier and seconded by Trustee Clark to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 7:31 pm by Trustee Maier and seconded by Trustee Clark. Motion unanimously carried.

The Business Meeting was reconvened at 7:34 pm, at the William L. Buck School by President Hernandez.

### II. SALUTE TO THE FLAG

- III. **APPROVAL OF MINUTES:** April 23, 2025 and April 30, 2025. Motion to approve the Minutes made by Trustee Maier and seconded by Trustee Wheeler. 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–MS. JENNIE PADILLA, DISTRICT CLERK**

Good evening.

I have received two FOIL requests since the last business meeting. The first was received on May 7, 2025 from Adam Rose. The second was received on May 8, 2025 from Abbas Khan of Civiq IQ, Inc. Thank you and that concludes my correspondence report.

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

Hello families. We are entering the home stretch of the school year, with a very busy schedule ahead.

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

I'm thrilled to share that William L. Buck School has once again been designated as a No Place for Hate School! This recognition reflects the inclusive and respectful environment our staff work hard to create every day.

A special thank you goes to Mrs. Traci Ritterband for leading this initiative, and to Principal DeBlasio for his outstanding leadership. A job well done!

Last week was Teacher Appreciation Week and Nurses Appreciation Week, and we want to express our gratitude to our amazing teachers and nurses for always going above and beyond for our students and families. Thank you for all that you do! Your work has a long-lasting impact on our students and community.



William L. Buck School recently held its chorus concert, featuring a wonderful variety of songs in both Spanish and English. Thank you to Ms. Milanese for organizing such a fantastic performance!

Valley Stream Mayor Fare visited Carbonaro School's Student Council to discuss the importance of community service in leadership roles. The students came prepared with thoughtful questions, and we thank Ms. Pam Fowler and Ms. Catherine Haufler for guiding our young leaders!

The overnight Ashokan Trip is a cherished tradition for our sixth graders at Valley Stream 24, and we're proud to continue offering this unforgettable experience. Our students returned from their trip today, and we thank all three principals for their coordination and the Board of Education for prioritizing this special trip. It's an experience our students will remember for a lifetime!

Student voice plays a vital role in our district decisions, which is why I've launched a new segment called In the Hallway with Dr. K, with my director being Mr. Neri. I'm kicking it off with kindergarten, and I have a short introductory video to share tonight—the full version will be released soon.

The goal of this segment is to hear directly from our students about what they enjoy at school, their grade level experiences, and how we can better support their needs. Take a look!

Thank you to Mr. Onorato and Mr. Neri for helping to coordinate this new segment.

The budget vote will take place on May 20, 2025. Tonight, we're here to celebrate our students and their incredible talents—made possible by our commitment to programs, services, staff, and opportunities that enhance learning and help our students thrive.

Our budget proposal includes exciting initiatives like integrating more technology, incorporating artificial intelligence, piloting robot tutors, supporting Spanish and enrichment programs, enhancing student safety, and a roofing project for Brooklyn Avenue School.

May 20th is also Exhibit Night, so we hope you'll join us to vote and see the amazing student showcases!

I'd like to share a quick update on our recent grant. Thanks to Assemblywoman Solages, we received a \$500,000 grant that allowed us to install two water bottle filtration systems at each of our schools.

In addition, Carbonaro School is getting a new sensory playground, which is currently being installed. We're looking forward to hosting a ribbon-cutting ceremony very soon—hopefully within the next few weeks!

These are upcoming important dates and events.

May 15 (tomorrow night)- District Spring Band Concert at WLB (7:00 pm)  
May 19- Brooklyn Avenue Spring Chorus Concert (2:00 pm)  
May 20- Exhibit Night  
May 20- Budget Vote- BOE Special Meeting  
May 22- Coffee Hour with the Superintendent at RWC (10:00 am)  
May 22- District Spring Orchestra Concert at WLB (7:00 pm)  
May 26- Memorial Day (No School)  
May 27- Fifth Grade Soccer Tournament at South High School (4:00 pm)  
June 4- BOE Work Session (7:30 pm)  
June 6- Eid al-Adha (No School)  
June 11- BOE Business Meeting (7:30 pm)

And now for the moment all of us have been waiting for. We have several different awards to give out tonight. I will begin by introducing the Friends of Bridge Awards.

Congratulations again to all our students for their accomplishments. We are very proud of you.

That concludes my Superintendent's report tonight.

The President and Vice President presented speeches and citations/awards to out-going Trustee Wheeler.

### **PRESENTATIONS:**

Friends of Bridge Award Winners Recognition  
Presidential Awards  
SAAWA Math Award Winners Recognition

Olympics of the Visual Arts Awards  
Art Awards – Legislative Exhibit, Art in Heart Show

**VII. OTHER REPORTS:**

**A. VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT**

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

**Residency Hotlines:**

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

Trustee Maier:

Last night the Central High School recognized tenure. We had about 20 teachers and TA's receive tenure. The next meeting for the high school will be on June 3. That concludes my report.

**B. LEGISLATION REPORT - TRUSTEE NUÑEZ**

I have nothing to report at this time.

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

**A. PERSONNEL – VICE PRESIDENT HERRERA**

*V.P. Herrera 1<sup>st</sup>, to move item A1 as listed Trustee Wheeler 2<sup>nd</sup> 7-0 motion unanimously carried.*

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Dr. Christopher Keogh, effective July 1, 2025, as Assistant Superintendent of Curriculum and Instruction, holding a Professional Certificate as a School District Leader, pursuant to the terms of the Wage and Benefits Agreement between

the Board of Education and Dr. Christopher Keogh, which includes the compensation and probationary term of July 1, 2025 to June 30, 2029 as set forth therein and authorizes the President of the Board of Education to execute the necessary documents to effectuate same subject to review by counsel.

*V.P. Herrera 1<sup>st</sup>, to move items A2-A6 as listed Trustee Maier 2<sup>nd</sup> 7-0 motion unanimously carried.*

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

SUBSTITUTE TEACHERS

Azaria Khan (effective May 15, 2025)

SUBSTITUTE TEACHER AIDE

Gina Tomaszewski (pending civil service clearance)

SUBSTITUTE PART-TIME MONITOR

Justin Lucifero (pending civil service clearance)

3. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves an extension of a leave of absence for FMLA paternity leave for Phillip Testa, Physical Education Teacher, until on or around May 19, 2025.
4. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the permanent appointment of Kenneth Martinez, as an Assistant Head Custodian, subject to the rules of the Nassau County Civil Service Commission. This permanent appointment will be effective June 1, 2025.
5. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the following person to serve as an assistant election inspector for the Annual Budget Vote Meeting on May 20, 2025, with compensation at the rate of \$235 for the day:
  - Edward Sciacca

6. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Amanda Plutner, effective August 29, 2025, as an Enrichment for All and Challenge Teacher, holding a Certificate in Childhood Education (1-6), for a 4-year probationary period. Their probation expiration will be August 28, 2029\*. Compensation will be at Step 1 MA in accordance with the current negotiated agreement between the Valley Stream Teachers' Association and the Board of Education.

\*To be eligible to receive tenure, the probationer must receive composite or overall APPR ratings of either effective or highly effective in at least three of the four preceding years, and if the probationer receives an ineffective composite or overall APPR rating in the final year of the probationary period they will not be eligible for tenure at that time.

## **B. EDUCATION – TRUSTEE MAIER**

*Trustee Maier 1<sup>st</sup>, to move items B1-B2, as listed Trustee Wilson 2<sup>nd</sup> 7-0 motion unanimously carried.*

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Committee on Pre-School Special Education previously approved by the Committee on Pre-School Special Education on 03/28/2025, 03/26/2025, 02/26/2025, 03/28/2025, 04/08/2025, 04/23/2025, 04/10/2025, 04/23/2025, 04/29/2025, 04/10/2025, 04/25/2025, 04/25/2025, 04/25/2025, 04/23/2025, 04/04/2025, 05/02/2025, 02/24/2025, 04/04/2025, 02/24/2025, 04/04/2025 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 04/09/2025, 03/17/2025, 03/17/2025, 02/28/2025, 04/22/2025, 03/21/2025, 04/08/2025, 04/03/2025, 04/11/2025, 04/03/2025, 03/12/2025, 04/03/2025, 03/25/2025,

02/24/2025, 03/17/2025, 03/28/2025, 03/27/2025, 04/04/2025, 04/02, 2025, 04/02/2025, 03/24/2025, 04/02/2025, 04/02/2025, 04/03/2025 for the 2024/2025 School Year, pertaining to students being considered for special education services as set forth in a schedule provided to the Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Committee on Special Education.

#### **C. FINANCE – TRUSTEE WILSON**

*Trustee Wilson 1<sup>st</sup>, to move item C1 as listed Trustee Nunez 2<sup>nd</sup> 7-0 motion unanimously carried.*

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

#### **D. POLICY - TRUSTEE WHEELER**

*Trustee Wheeler 1<sup>st</sup>, to move items D1-D2, as listed Trustee Wilson 2<sup>nd</sup> 7-0 motion unanimously carried.*

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

Policy 6170 - Artificial Intelligence  
Policy 6300 - Extreme Heat

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

Policy 1108 - Use of School Facilities  
Policy 1313 - Donations  
Policy 2001 - Superintendent of Schools  
Policy 5110 - School Admissions/Residency Requirements

Policy 5130 - Access to Student Records  
Policy 5144 - Student Wellness  
Policy 5500 - Student Transportation Services

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

**X. NEW BUSINESS:**

*Trustee Maier 1<sup>st</sup>, to move items X1-X6, as listed Trustee Wilson 2<sup>nd</sup> 7-0 motion unanimously carried.*

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the recommendation from the Nassau County Cooperative of Superintendents for Buildings & Grounds, for the Blinds, Shades, Motorized Drapes Restoration of Stage Curtains Bid 2024-25, exercising the first one-year period renewal option of three additional one-year periods in said bid to Master Carrier Window/Acme Window Treatments.
2. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and West Hempstead UFSD for student health and welfare services for the 2024-2025 school year and further authorizes the Board President and Superintendent of Schools to execute the necessary documents to effectuate said Agreement.
3. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Kids Learning Loft Applied Behavior Analysis Services, PLLC for consultant services for the 2025 – 2026 school year and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.
4. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the recommendation from H2M Architects for the award of bid SED No. 28-02-24-02-0-001-027, for Contract G1 for EPDM roofing at the William L. Buck School, to More Roofing Inc., Yaphank, New York for the total amount of \$272,000.

5. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the recommendation from H2M Architects for the award of bid SED Nos. 28-02-24-02-0-001-027, 28-02-24-02-0-004-030, 28-02-24-02-0-002-029, for Contracts E1, E2, E3, for District-Wide Door Hold Opens Installation at the William L. Buck School, Robert W. Carbonaro School, Brooklyn Avenue School, to NCD Communications, Islandia, New York for the total amount of \$608,264.29.
6. **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the following Budget Transfers for the 2024-2025 School Year.



BUDGET TRANSFER FOR BOARD APPROVAL DATE: May 14, 2025			
CODE	DESCRIPTION	FROM	TO
A2610.405	Audio Visual Expenses	\$ 5,650.00	
A2110.400-71	Copier Leases-BAS		\$ 2,195.00
A2110.400-72	Copier Leases-WLB		\$ 975.00
A2110.400-73	Copier Leases-RWC		\$ 2,480.00
	<b>Canon Copiers - Extra Copies PO# 43515</b>		
A2630.46	Computer Software	\$ 7,000.00	
A2630.49	BOCES E-Rate Services		\$ 7,000.00
	<b>Curriculum &amp; Instruction Software - IXL</b>		
A9050.8	Unemployment Insurance	\$ 8,388.00	
A1621.406-81	Heating/Cooling Expense-BAS		\$ 2,796.00
A1621.406-82	Heating/Cooling Expense-RWC		\$ 2,796.00
A1621.406-83	Heating/Cooling Expense-WLB		\$ 2,796.00
	<b>Honeywell - Energy Performance</b>		
A9060.8	Hosp & Med Insur	\$ 42,986.00	
A2110.473	Charter School Tuition		\$ 42,986.00
	<b>The Academy Charter School - Uniondale Campus</b>		
A2610.405	Audio Visual Expenses	\$ 14,942.00	
A1620.406-11	Gas/Electric BAS		\$ 2,400.00
A1620.406-13	Gas/Electric WLB		\$ 12,542.00
	<b>Higher energy cost and usage</b>		
TOTALS		\$ 78,966.00	\$ 78,966.00

**XI. DISCUSSION**

**XII. AUDIENCE TO VISITORS**

**XIII. ADJOURNMENT**

Motion to re-enter Executive Session at 8:30 pm by Trustee Maier and seconded by Trustee Wilson. Motion unanimously carried.

Motion to exit Executive Session by Trustee Maier at 9:44 pm and seconded by Trustee Wheeler. Motion unanimously carried.

Motion to adjourn the Business Meeting at 9:44 pm by Trustee Wheeler and seconded by Trustee Clark. Motion unanimously carried.

Respectfully Submitted,

*Jennie L. Padilla*

Jennie L. Padilla  
District Clerk

# MINUTES

## BOARD OF EDUCATION

### VALLEY STREAM SCHOOL DISTRICT 24

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SPECIAL MEETING  
May 20, 2025

WILLIAM L. BUCK SCHOOL  
8:00 PM

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

**Others Present:** Superintendent Karakas

**Absent With Prior Notice:**

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I. Call to Order

Having a quorum, the Special Meeting was called to order at 8:05 pm by President Hernandez at the William L. Buck School.

II. Informational Items N/A

III. Action Items

***Trustee Maier 1<sup>st</sup>, to move item 1, as listed Trustee Wheeler 2<sup>nd</sup> 7-0 motion unanimously carried.***

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

YES - 434                      NO - 209

***Trustee Wheeler 1<sup>st</sup>, to move item 2, as listed Trustee Maier 2<sup>nd</sup> 7-0 motion unanimously carried.***

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

YES - 503                      NO - 153

*Trustee Maier 1<sup>st</sup>, to move item 3, as listed Trustee Nunez 2<sup>nd</sup> 7-0 motion unanimously carried.*

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

YES - 393                      NO - 251

*Trustee Nunez 1<sup>st</sup>, to move item 4, as listed Trustee Maier 2<sup>nd</sup> 7-0 motion unanimously carried.*

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

YES - 464                      NO - 177

*Trustee Nunez 1<sup>st</sup>, to move item 5, as listed Trustee Wheeler 2<sup>nd</sup> 7-0 motion unanimously motion carried.*

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

YES - 397                      NO - 239

*Trustee Wheeler 1<sup>st</sup>, to move item 6, as listed Trustee Maier 2<sup>nd</sup> 7-0 motion unanimously carried.*

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

John Maier	382
Jennifer Marlborough	214
Annette Matthew	416

Markus Wilson

387

***Trustee Nunez 1<sup>st</sup>, to move item 7, as listed Trustee Wheeler 2<sup>nd</sup> 7-0 motion unanimously carried.***

7. **BE IT RESOLVED**, in accordance with the foregoing, John Maier, Markus Wilson, and Annette Matthew, are the duly elected members of the Board of Education, to serve a term of July 1, 2025 until June 30, 2028.

***Trustee Maier 1<sup>st</sup>, to move item 8, as listed Trustee Wilson 2<sup>nd</sup> 7-0 motion unanimously carried.***

8. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the following person to serve as an assistant election inspector for the Annual Budget Vote Meeting on May 20, 2025, with compensation at the rate of \$235 for the day:

- Jean Pritchett

#### IV. Adjournment

Motion to adjourn the Special Meeting by Trustee Maier at 10:35 pm and seconded by Trustee Wilson. Motion unanimously carried.

Respectfully Submitted,

***Jennie L. Padilla***

Jennie L. Padilla

District Clerk



New York State  
School Boards  
Association

*Better School Boards Lead to Better Student Performance*

24 Century Hill Drive, Suite 200  
Latham, New York 12110-2125  
Tel: 518.783.0200 | Fax: 518.783.0211  
[www.nyssba.org](http://www.nyssba.org)

Ms. Cynthia Nunez  
Valley Stream 24 Union Free School District  
75 Horton Ave  
Valley Stream, NY 11581-1420

Dear Ms. Nunez:

I would like to congratulate you for earning a **Level 3 Board Mastery Award** under NYSSBA's *Board Excellence Recognition Program*. At this level, you qualify for **recognition in our *On Board* newspaper**, as well as the following items:

- **Certificate for a Free One-Day Event (excluding Convention or Convention-related events)**
- **Certificate of Recognition**
- **Commemorative Padfolio**

This program is designed to acknowledge school board members who strive to continually expand their governance knowledge and skills. It is comprised of (4) four achievement levels that are reached by accumulating points for participating in NYSSBA training, workshops, events, and activities, as well as for taking on board-related roles such as Board President and NYSSBA's Advocacy Liaison.

Please note the annual cutoff date for point accumulation is March 31. To learn more about the recognition program and the award achievement levels, please review the enclosed brochure, or visit the NYSSBA website here: [www.nyssba.org/recognition-program](http://www.nyssba.org/recognition-program).

Again, congratulations on your achievement! We thank you for your service.

Sincerely,

Patrick Longo  
*Member Relations and Engagement Manager*  
*Liaison to the Awards and Recognition Committee*

Enc.

Ms. Kimberly Wheeler  
Valley Stream 24 Union Free School District  
183 Horton Ave  
Valley Stream, NY 11581-1442

Dear Ms. Wheeler:

I would like to congratulate you for earning a **Level 1 Board Achievement Award** under NYSSBA's *Board Excellence Recognition Program*. At this level, you qualify for a **Certificate of Recognition**.

This program is designed to acknowledge school board members who strive to continually expand their governance knowledge and skills. It is comprised of (4) four achievement levels that are reached by accumulating points for participating in NYSSBA training, workshops, events, and activities, as well as for taking on board-related roles such as Board President and NYSSBA's Advocacy Liaison.

Please note the annual cutoff date for point accumulation is March 31. To learn more about the recognition program and the award achievement levels, please review the enclosed brochure, or visit the program page on the NYSSBA website here: [www.nyssba.org/recognition-program](http://www.nyssba.org/recognition-program).

Again, congratulations on your achievement! We thank you for your service.

Sincerely,



Patrick Longo  
*Member Relations and Engagement Manager*  
*Liaison to the Awards and Recognition Committee*

Enc.



*Better School Boards Lead to Better Student Performance*

24 Century Hill Drive, Suite 200  
Latham, New York 12110-2125  
Tel: 518.783.0200 | Fax: 518.783.0211  
[www.nyssba.org](http://www.nyssba.org)

Mr. Markus Wilson  
Valley Stream 24 Union Free School District  
95 Piccadilly Dwns  
Lynbrook, NY 11563-3115

Dear Mr. Wilson:

I would like to congratulate you for earning a **Level 2 Board Excellence Award** under NYSSBA's *Board Excellence Recognition Program*. At this level, you qualify for **recognition in our *On Board* newspaper**, as well as a **Certificate of Recognition**.

This program is designed to acknowledge school board members who strive to continually expand their governance knowledge and skills. It is comprised of (4) four achievement levels that are reached by accumulating points for participating in NYSSBA training, workshops, events, and activities, as well as for taking on board-related roles such as Board President and NYSSBA's Advocacy Liaison.

Please note the annual cutoff date for point accumulation is March 31. To learn more about the recognition program and the award achievement levels, please review the enclosed brochure, or visit the program page on the NYSSBA website here: [www.nyssba.org/recognition-program](http://www.nyssba.org/recognition-program).

Again, congratulations on your achievement! We thank you for your service.

Sincerely,

A handwritten signature in black ink that reads "Patrick Longo".

Patrick Longo  
*Member Relations and Engagement Manager*  
*Liaison to the Awards and Recognition Committee*

Enc.





New York State  
School Boards  
Association

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Latham, New York 12110-2125  
Tel: 518.783.0200 | Fax: 518.783.0211  
[www.nyssba.org](http://www.nyssba.org)

Ms. Melissa Herrera  
Valley Stream Central High School District  
110 Cambridge St  
Valley Stream, NY 11581-1835

Dear Ms. Herrera:

I would like to congratulate you for earning a **Level 3 Board Mastery Award** under NYSSBA's *Board Excellence Recognition Program*. At this level, you qualify for **recognition in our *On Board* newspaper**, as well as the following items:

- **Certificate for a Free One-Day Event (excluding Convention or Convention-related events)**
- **Certificate of Recognition**
- **Commemorative Padfolio**

This program is designed to acknowledge school board members who strive to continually expand their governance knowledge and skills. It is comprised of (4) four achievement levels that are reached by accumulating points for participating in NYSSBA training, workshops, events, and activities, as well as for taking on board-related roles such as Board President and NYSSBA's Advocacy Liaison.

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Again, congratulations on your achievement! We thank you for your service.

Sincerely,

Patrick Longo  
*Member Relations and Engagement Manager*  
*Liaison to the Awards and Recognition Committee*

Enc.

## MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the BOARD OF EDUCATION of the VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR ("District") and the VALLEY STREAM ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL ("VSTA") expiring June 30, 2024, shall remain in full force and effect.

WHEREAS, the Board of Education and VSTA have entered into a collective bargaining agreement ("CBA") covering the period July 1, 2019 through June 30, 2024; and

WHEREAS, the Parties wish to memorialize an agreement for payment of a stipend for additional duties performed by Angela Liatto (hereinafter referred to as "Employee").

NOW, THEREFORE, the Parties mutually agree as follows:

1. The Employee will provide additional support to the Superintendent of Schools until a full-time secretary is employed, but in no event for more than six (6) months from the date this Agreement is fully executed.
2. The Employee shall receive a monthly stipend of \$2,000 for each month the Employee provides additional support as provided in Paragraph 1, paid through their regular payroll. The stipend shall terminate upon the start of employment of a full-time secretary at which time the Employee shall receive a pro-rated stipend for the portion of the month in which additional support was provided.
3. The Employee acknowledges that, in assisting the Superintendent, she will have access or is privy to information related to collective bargaining, contract administration, or other aspects of labor-management relations on a regular basis. The Employee agrees to maintain the confidentiality of such information and to refrain from disclosing it to any unauthorized individuals.
4. This Agreement shall not be construed as modifying the CBA between the District and VSTA except as provided in Paragraphs 1, 2, and 3.
5. This Agreement shall only become effective upon its execution by both parties and approval by the Board.
6. This Agreement shall not be precedent setting, and, except as specifically set forth herein, shall not be construed as modifying any practices which may exist as between the District and VSTA.
7. This Agreement shall not be utilized by either party in any grievance, arbitration or claim of any kind except as necessary to enforce its terms.
8. Nothing herein shall be deemed to convert a management prerogative into a mandatory subject of bargaining.

9. This Memorandum of Agreement, its terms and provisions, sunsets and shall be null and void on June 30, 2026.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this \_\_\_\_ day of May, 2025.

**VALLEY STREAM UNION FREE  
SCHOOL DISTRICT 24**

  
\_\_\_\_\_  
Dr. Unal Karakas, Superintendent

**VALLEY STREAM ASSOCIATION OF  
EDUCATIONAL OFFICE PERSONNEL**

  
\_\_\_\_\_  
\_\_\_\_\_, President

GGDOCS-719289497-278

# **VALLEY STREAM UFSD #24**

**Treasurer's Report  
and  
Bank Collateral Statements  
April 30, 2025**

Respectfully submitted:

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

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Brian K. Cleary, C.P.A.

6/3/2025

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Date

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

**04/30/25**

**GENERAL FUND**

	JPMorgan Chase Checking	JPMorgan Chase Checking	NY Class	Metropolitan Commercial	Totals
Cash Balance - Beginning	\$ 5,285,897.03	\$ 69,365.76	\$ 2,228,433.92	\$ 5,654,805.26	\$ 13,238,501.97
Add - Receipts	3,158,369.81	1,036,321.46	7,642.71	19,055.92	4,221,389.90
Total	8,444,266.84	1,105,687.22	2,236,076.63	5,673,861.18	17,459,891.87
Less - Disbursements	(3,280,580.98)	(1,034,715.27)	-	-	(4,315,296.25)
<b>April 30, 2025</b>	<b>5,163,685.86</b>	<b>70,971.95</b>	<b>2,236,076.63</b>	<b>5,673,861.18</b>	<b>13,144,595.62</b>
Deposits In Transit	-	-	-	-	-
Outstanding Checks	228,062.26	369,941.86	-	-	598,004.12
Total	5,391,748.12	440,913.81	2,236,076.63	5,673,861.18	13,742,599.74
Net Wires in Transit	-	-	-	-	-
Reconciling items	-	-	-	-	-
Balance Per Statement	<b>\$ 5,391,748.12</b>	<b>\$ 440,913.81</b>	<b>\$ 2,236,076.63</b>	<b>\$ 5,673,861.18</b>	<b>13,742,599.74</b>
	-	-	-	-	-

**TRUST & AGENCY FUND**

	JPMorgan Chase Payroll	JPMorgan Chase Scholarship	JPMorgan Chase Student Dept	Totals
Cash Balance - Beginning	\$ 5,992.55	\$ 393.60	\$ 8,307.75	\$ 14,693.90
Add - Receipts	1,089,530.30	0.65	1,235.50	1,090,766.45
Total	1,095,522.85	394.25	9,543.25	1,105,460.35
Less - Disbursements	(1,089,418.84)	-	(3,595.55)	(1,093,014.39)
<b>Cash Balance - End</b>	<b>6,104.01</b>	<b>394.25</b>	<b>5,947.70</b>	<b>12,445.96</b>
Deposits In Transit	-	-	-	-
Outstanding Checks	12,691.36	-	1,790.84	14,482.20
Total	18,795.37	394.25	7,738.54	26,928.16
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	<b>\$ 18,795.37</b>	<b>\$ 394.25</b>	<b>\$ 7,738.54</b>	<b>\$ 26,928.16</b>
	-	-	-	-

**SCHOOL LUNCH FUND**

**SPECIAL AID FUND**

**CAPITAL FUND**

	JPMorgan Chase Checking	JPMorgan Chase Federal Fund	JPMorgan Chase Capital Fund	Totals
Cash Balance - Beginning	\$ 241.71	\$ 343.80	\$ 93.75	\$ 585.51
Add - Receipts	82,021.37	95,007.08	14,004.91	177,028.45
Total	82,263.08	95,350.88	14,098.66	177,613.96
Less - Disbursements	(81,432.80)	(95,287.52)	(13,955.00)	(176,720.32)
<b>Cash Balance - End</b>	<b>830.28</b>	<b>63.36</b>	<b>143.66</b>	<b>893.64</b>
Deposits In Transit	-	-	-	-
Outstanding Checks	39,819.40	14,794.26	3,807.00	54,613.66
Total	40,649.68	14,857.62	3,950.66	55,507.30
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	<b>\$ 40,649.68</b>	<b>\$ 14,857.62</b>	<b>\$ 3,950.66</b>	<b>55,507.30</b>
	-	-	-	-

Total Funds

**13,825,035.20**

VALLEY STREAM UFSD #24  
TREASURER'S REPORT  
FOR THE MONTH ENDED 04/30/25

COLLATERAL ANALYSIS		JPMorgan Chase	Metropolitan Commercial	NY Class
Bank Statement Balances - end of month			**	***
	General Fund - Checking	\$ 5,391,748.12		
	General Fund - NY Class			2,236,076.63
	General Fund - Metropolitan		5,673,861.18	
	GF Trust & Agency - Checking	440,913.81		
	Trust & Agency - Payroll	18,795.37		
	Trust & Agency - Scholarship	394.25		
	School Lunch Fund	40,649.68		
	Federal Fund	14,857.62		
	Capital Fund	3,950.66		
	Trust & Agency - Student Dept	7,738.54		
		<u>\$ 5,919,048.05</u>	<u>\$ 5,673,861.18</u>	<u>\$ 2,236,076.63</u>
Less:				
	FDIC - General Fund	\$ (250,000.00)	\$ (5,673,861.18)	\$ (250,000.00)
	FDIC - Payroll	(18,795.37)	-	-
	Bank Balances not covered by FDIC	5,650,252.68	-	1,986,076.63
	Required Collateral	5,763,257.73	-	2,025,798.16
	Collateral Held by 3rd Party - BNY Mellon	-		
	Collateral JPMorgan Chase	(5,898,313.65)		
	Collateral Held by NY Class		-	(2,025,798.16)
If this Line balance is negative COLLATERAL IS ADEQUATE !		<u>\$ (135,055.92)</u>	<u>\$ -</u>	<u>\$ -</u>

\*\* All accounts invested in various banks and FDIC insured  
\*\*\* No individual collateral statement as the money is pooled. The collateral provided by NY Class states all money 100-102% collateralized.

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Total Requirements as of 04/24/2025:      \$6,702,376.46      Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
623053AX3	MOUNT SAN JACINTO CALIF CMNTY 20400801 4.00000	640,000.00	608,204.80
797356GL0	SAN DIEGO CALIF UNI SCH DIST 20520701 4.55000	6,140,000.00	6,158,420.00
<b>Total Market Value:</b>			6,766,624.80

Total Requirements as of 04/25/2025:      \$6,697,948.45      Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
742395XF8	PRINCETON TEX INDPT SCH DIST 20520215 4.00000	2,885,000.00	2,577,603.25
7973558W7	SAN DIEGO CALIF UNI SCH DIST 20490701 4.00000	4,470,000.00	4,124,379.60
<b>Total Market Value:</b>			6,701,982.85

Total Requirements as of 04/28/2025:      \$6,699,089.91      Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
269696RH5	EAGLE MTN & SAGINAW TEX INDPT 20520815 4.00000	7,465,000.00	6,701,554.45
<b>Total Market Value:</b>			6,701,554.45

Total Requirements as of 04/29/2025:      \$6,681,201.99      Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
269696RH5	EAGLE MTN & SAGINAW TEX INDPT 20520815 4.00000	7,440,000.00	6,681,640.80
<b>Total Market Value:</b>			6,681,640.80

Total Requirements as of 04/30/2025:      \$5,782,429.01      Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
13063A7D0	CALIFORNIA ST 20391001 7.30000	990,000.00	1,147,370.40
801546SH6	SANTA CLARA CNTY CALIF 20420801 4.00000	4,765,000.00	4,750,943.25
<b>Total Market Value:</b>			5,898,313.65

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May 31, 2025

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

Board of Education:

During our claims audit procedures conducted in May 2025, we reviewed approximately 196 claims, which totaled \$4,865,666.09, and have noted no findings. We have approved these claims for payment and release, as they were valid claims against the District.

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

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

Sincerely,

*Cerini & Associates LLP*

Cerini & Associates, LLP  
Claims Auditors



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

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

Warrant Number	Fund	Beg Check Number	End Check Number	Number of Claims on Warrant	Approved Number of Claims	Approved Amount
78	A	7433	7434	2	2	\$ 4,057.85
79	A	7435	7465	54	54	\$ 729,507.26
			Wires			
80	A	1075	1075	1	1	\$ 46.00
82	A	7466	7468	3	3	\$ 5,409.62
83	A	7469	7469	1	1	\$ 629.38
84	A	7470	7498	56	56	\$ 698,160.15
			Wires			
85	A	7499	7511	13	13	\$ 3,115.00
87	A	7512	7512	1	1	\$ 2,028.06
81	A		Wire	1	1	\$ 932,501.05
86	A		Wire	1	1	\$ 1,199,219.80
13	C	1335	1335	1	1	\$ 33,257.10
25	F	1418	1418	2	2	\$ 20,571.35
			Wire			
26	F	1419	1419	2	2	\$ 22,840.40
			Wire			
13	H	1117	1119	3	3	\$ 58,958.87
14	H	1120	1121	2	2	\$ 144,159.55
42	T	2095	2098	4	4	\$ 3,871.37 *
44	T	2109	2118	10	10	\$ 378,831.03
43	T		Wires	20	20	\$ 307,643.07
45	T		Wires	19	19	\$ 320,859.18
			<b>Totals</b>	<b>196</b>	<b>196</b>	<b>\$ 4,865,666.09</b>

Checks 2099-2108 were voided by the District and immediately reissued  
\* due to a printing error.

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

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

*Cerini & Associates LLP*

\_\_\_\_\_  
Claims Auditor  
Cerini & Associates,  
LLP

# VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1010.4</a>	BOARD OF ED EXPENSES		22,500.00	0.00	22,500.00	15,534.00	2,195.55	4,770.45
<a href="#">A 1010.45</a>	BOARD OF ED SUPPLIES		1,200.00	0.00	1,200.00	210.79	0.00	989.21
<b>1010</b>	<b>BOARD OF EDUCATION</b>	*	<b>23,700.00</b>	<b>0.00</b>	<b>23,700.00</b>	<b>15,744.79</b>	<b>2,195.55</b>	<b>5,759.66</b>
<a href="#">A 1040.16</a>	DISTRICT CLERK SALARY		15,810.00	0.00	15,810.00	15,416.60	3,083.40	-2,690.00
<a href="#">A 1040.4</a>	DISTRICT CLERK EXPENSE		250.00	0.00	250.00	0.00	0.00	250.00
<a href="#">A 1040.45</a>	DISTRICT CLERK SUPPLIES		250.00	0.00	250.00	0.00	0.00	250.00
<b>1040</b>	<b>DISTRICT CLERK</b>	*	<b>16,310.00</b>	<b>0.00</b>	<b>16,310.00</b>	<b>15,416.60</b>	<b>3,083.40</b>	<b>-2,190.00</b>
<a href="#">A 1060.4</a>	CONTRACTUAL EXPENSE		13,500.00	37,000.00	50,500.00	5,724.00	37,949.20	6,826.80
<a href="#">A 1060.45</a>	MATERIAL & SUPPLIES		100.00	0.00	100.00	0.00	0.00	100.00
<b>1060</b>	<b>DISTRICT MEETING</b>	*	<b>13,600.00</b>	<b>37,000.00</b>	<b>50,600.00</b>	<b>5,724.00</b>	<b>37,949.20</b>	<b>6,926.80</b>
<b>10</b>	<b>Consolidated Payroll</b>	**	<b>53,610.00</b>	<b>37,000.00</b>	<b>90,610.00</b>	<b>36,885.39</b>	<b>43,228.15</b>	<b>10,496.46</b>
<a href="#">A 1240.15</a>	CENTRAL ADMIN SALARY		229,500.00	0.00	229,500.00	192,187.60	38,437.40	-1,125.00
<a href="#">A 1240.16</a>	CENTRAL OFFICE SALARIES		139,966.00	0.00	139,966.00	115,906.50	23,652.00	407.50
<a href="#">A 1240.2</a>	SUPT. EQUIPMENT		1,500.00	-680.00	820.00	0.00	0.00	820.00
<a href="#">A 1240.4</a>	SUPT OFFICE EXPENSE		25,000.00	0.00	25,000.00	9,459.34	6,821.49	8,719.17
<a href="#">A 1240.45</a>	SUPT OFFICE SUPPLIES		2,000.00	0.00	2,000.00	1,522.09	0.00	477.91
<b>1240</b>	<b>CHIEF SCHOOL ADMINISTRATOR</b>	*	<b>397,966.00</b>	<b>-680.00</b>	<b>397,286.00</b>	<b>319,075.53</b>	<b>68,910.89</b>	<b>9,299.58</b>
<b>12</b>		**	<b>397,966.00</b>	<b>-680.00</b>	<b>397,286.00</b>	<b>319,075.53</b>	<b>68,910.89</b>	<b>9,299.58</b>
<a href="#">A 1310.15</a>	BUSINESS MANAGER SALARY		192,447.00	0.00	192,447.00	160,372.60	32,074.40	0.00
<a href="#">A 1310.16</a>	BUSINESS OFFICE SALARIES		292,944.00	0.00	292,944.00	210,000.67	42,278.80	40,664.53
<a href="#">A 1310.2</a>	BUSINESS OFFICE EQUIPMENT		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<a href="#">A 1310.4</a>	BUSINESS OFFICE EXPENSES		9,000.00	721.28	9,721.28	4,566.68	4,079.84	1,074.76
<a href="#">A 1310.407-1</a>	OFFICE MACHINE REPAIRS		3,500.00	0.00	3,500.00	2,051.13	1,163.59	285.28
<a href="#">A 1310.409-7</a>	BUSINESS OFFICE SOFTWARE		16,045.00	481.00	16,526.00	16,526.00	0.00	0.00
<a href="#">A 1310.45</a>	BUSINESS OFFICE SUPPLIES		3,000.00	-600.00	2,400.00	1,553.94	185.95	660.11
<a href="#">A 1310.451</a>	OFFICE PAPER-BUSINESS		1,100.00	-202.28	897.72	0.00	0.00	897.72
<a href="#">A 1310.49</a>	BOCES SERVICES		86,750.00	0.00	86,750.00	21,809.40	64,940.60	0.00
<b>1310</b>	<b>BUSINESS ADMINISTRATOR</b>	*	<b>605,786.00</b>	<b>-600.00</b>	<b>605,186.00</b>	<b>416,880.42</b>	<b>144,723.18</b>	<b>43,582.40</b>
<a href="#">A 1320.4</a>	AUDITING EXPENSE		72,000.00	43,375.00	115,375.00	60,345.00	52,825.00	2,205.00
<b>1320</b>	<b>AUDITING</b>	*	<b>72,000.00</b>	<b>43,375.00</b>	<b>115,375.00</b>	<b>60,345.00</b>	<b>52,825.00</b>	<b>2,205.00</b>
<a href="#">A 1325.16</a>	TREASURER-SALARY		14,025.00	0.00	14,025.00	11,666.60	2,333.40	25.00
<a href="#">A 1325.45</a>	TREASURER SUPPLIES		200.00	0.00	200.00	0.00	0.00	200.00
<b>1325</b>	<b>TREASURER</b>	*	<b>14,225.00</b>	<b>0.00</b>	<b>14,225.00</b>	<b>11,666.60</b>	<b>2,333.40</b>	<b>225.00</b>

# VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1380.4</a>	CONTRACTUAL EXP-FISCAL AGENT		2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
<b>1380</b>	<b>FISCAL AGENT FEES</b>	*	<b>2,000.00</b>	<b>0.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,000.00</b>
<b>13</b>		**	<b>694,011.00</b>	<b>42,775.00</b>	<b>736,786.00</b>	<b>488,892.02</b>	<b>199,881.58</b>	<b>48,012.40</b>
<a href="#">A 1420.4</a>	ATTORNEY FEES		62,500.00	40,000.00	102,500.00	72,655.41	25,677.87	4,166.72
<a href="#">A 1420.400-1</a>	BOND COUNSEL		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
<a href="#">A 1420.400-2</a>	NEGOTIATIONS ATTORNEY		35,000.00	-20,000.00	15,000.00	10,729.16	0.00	4,270.84
<b>1420</b>	<b>LEGAL FEES</b>	*	<b>100,500.00</b>	<b>20,000.00</b>	<b>120,500.00</b>	<b>83,384.57</b>	<b>25,677.87</b>	<b>11,437.56</b>
<a href="#">A 1430.4</a>	PERSONNEL EXPENSES		5,500.00	1,225.00	6,725.00	3,664.25	2,865.25	195.50
<a href="#">A 1430.49</a>	BOCES REG.TEACHER CERTIFICATION		8,300.00	0.00	8,300.00	8,075.00	225.00	0.00
<b>1430</b>	<b>PERSONNEL</b>	*	<b>13,800.00</b>	<b>1,225.00</b>	<b>15,025.00</b>	<b>11,739.25</b>	<b>3,090.25</b>	<b>195.50</b>
<a href="#">A 1480.4</a>	PUBLIC INFO EXPENSES		17,000.00	-744.40	16,255.60	2,141.21	9,804.79	4,309.60
<a href="#">A 1480.45</a>	PUBLIC INFO MATERIALS & SUPPLIES		0.00	119.40	119.40	119.40	0.00	0.00
<a href="#">A 1480.49</a>	PUBLIC INFO BOCES		33,500.00	0.00	33,500.00	12,526.46	20,973.54	0.00
<b>1480</b>	<b>PUBLIC INFO AND SERVICE</b>	*	<b>50,500.00</b>	<b>-625.00</b>	<b>49,875.00</b>	<b>14,787.07</b>	<b>30,778.33</b>	<b>4,309.60</b>
<b>14</b>		**	<b>164,800.00</b>	<b>20,600.00</b>	<b>185,400.00</b>	<b>109,910.89</b>	<b>59,546.45</b>	<b>15,942.66</b>
<a href="#">A 1620.16</a>	CUSTODIAL SALARIES		15,000.00	0.00	15,000.00	31,519.47	0.00	-16,519.47
<a href="#">A 1620.160-1</a>	CUSTODIAL SALARIES-BAS		230,378.00	-450.00	229,928.00	185,528.46	23,170.01	21,229.53
<a href="#">A 1620.160-2</a>	CUSTODIAL SALARIES-RWC		212,487.00	0.00	212,487.00	185,725.32	23,584.79	3,176.89
<a href="#">A 1620.160-3</a>	CUSTODIAL SALARIES-WLB		214,905.00	0.00	214,905.00	177,718.84	31,891.34	5,294.82
<a href="#">A 1620.161-1</a>	CUSTODIAL OVERTIME-BAS		19,000.00	0.00	19,000.00	23,915.87	0.00	-4,915.87
<a href="#">A 1620.161-2</a>	CUSTODIAL OVERTIME-RWC		11,000.00	0.00	11,000.00	9,284.66	0.00	1,715.34
<a href="#">A 1620.161-3</a>	CUSTODIAL OVERTIME-WLB		20,000.00	0.00	20,000.00	12,912.04	0.00	7,087.96
<a href="#">A 1620.162-1</a>	SECURITY AIDE SALARY-BAS		35,869.00	0.00	35,869.00	32,740.21	7,326.64	-4,197.85
<a href="#">A 1620.162-2</a>	SECURITY AIDE SALARY-RWC		36,984.00	0.00	36,984.00	32,174.70	6,495.02	-1,685.72
<a href="#">A 1620.162-3</a>	SECURITY AIDE SALARY-WLB		35,847.00	0.00	35,847.00	30,584.83	7,275.78	-2,013.61
<a href="#">A 1620.200-1</a>	EQUIPMENT-BAS		1,750.00	-270.00	1,480.00	1,480.00	0.00	0.00
<a href="#">A 1620.200-2</a>	EQUIPMENT-RWC		1,500.00	-1,500.00	0.00	0.00	0.00	0.00
<a href="#">A 1620.200-3</a>	EQUIPMENT-WLB		1,250.00	1,382.16	2,632.16	2,421.62	0.00	210.54
<a href="#">A 1620.268-1</a>	HEATING/COOLING-BAS		1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
<a href="#">A 1620.268-2</a>	HEATING/COOLING-RWC		1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
<a href="#">A 1620.268-3</a>	HEATING/COOLING-WLB		1,350.00	0.00	1,350.00	0.00	1,177.00	173.00
<a href="#">A 1620.272-1</a>	CLEANING EQUIPMENT-BAS		4,600.00	-1,480.00	3,120.00	0.00	0.00	3,120.00
<a href="#">A 1620.272-2</a>	CLEANING EQUIPMENT-RWC		5,000.00	0.00	5,000.00	0.00	0.00	5,000.00

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1620.272-3</a>	CLEANING EQUIPMENT-WLB	4,600.00	-720.00	3,880.00	0.00	0.00	3,880.00
<a href="#">A 1620.404-1</a>	CONTRACTUAL STAFF TRAINING-BAS	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
<a href="#">A 1620.404-2</a>	CONTRACTUAL STAFF TRAINING-RWC	1,500.00	0.00	1,500.00	0.00	150.00	1,350.00
<a href="#">A 1620.404-3</a>	CONTRACTUAL STAFF TRAINING-WLB	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
<a href="#">A 1620.406</a>	FUEL/OIL	1,000.00	-630.00	370.00	0.00	0.00	370.00
<a href="#">A 1620.406-11</a>	GAS/ELECTRIC-BAS	60,500.00	0.00	60,500.00	49,364.80	12,335.20	-1,200.00
<a href="#">A 1620.406-12</a>	GAS/ELECTRIC-RWC	50,000.00	-550.00	49,450.00	37,567.53	8,892.47	2,990.00
<a href="#">A 1620.406-13</a>	GAS/ELECTRIC-WLB	57,000.00	720.00	57,720.00	54,064.41	15,617.59	-11,962.00
<a href="#">A 1620.406-21</a>	WATER EXPENSES-BAS	5,000.00	1,400.00	6,400.00	4,998.21	1,401.79	0.00
<a href="#">A 1620.406-22</a>	WATER EXPENSES-RWC	3,000.00	6,550.00	9,550.00	7,452.60	1,242.55	854.85
<a href="#">A 1620.406-23</a>	WATER EXPENSES-WLB	7,000.00	0.00	7,000.00	5,068.34	1,581.66	350.00
<a href="#">A 1620.406-31</a>	TELEPHONE EXPENSES-BAS	10,000.00	0.00	10,000.00	7,680.68	2,019.32	300.00
<a href="#">A 1620.406-32</a>	TELEPHONE EXPENSES-RWC	11,000.00	1,930.00	12,930.00	11,171.37	1,708.63	50.00
<a href="#">A 1620.406-33</a>	TELEPHONE EXPENSES-WLB	14,000.00	720.00	14,720.00	11,444.43	3,225.57	50.00
<a href="#">A 1620.406-61</a>	CONTRACTUAL ELECTRICAL-BAS	4,000.00	0.00	4,000.00	525.00	50.00	3,425.00
<a href="#">A 1620.406-62</a>	CONTRACTUAL ELECTRICAL-RWC	4,000.00	0.00	4,000.00	525.00	550.00	2,925.00
<a href="#">A 1620.406-63</a>	CONTRACTUAL ELECTRICAL-WLB	4,000.00	-100.00	3,900.00	525.00	50.00	3,325.00
<a href="#">A 1620.406-71</a>	PROF & TECH EXPENSE-BAS	22,400.00	-2,821.86	19,578.14	12,877.75	3,794.96	2,905.43
<a href="#">A 1620.406-72</a>	PROF & TECH EXPENSE-RWC	18,400.00	-1,109.99	17,290.01	11,545.02	4,640.24	1,104.75
<a href="#">A 1620.406-73</a>	PROF & TECH EXPENSE-WLB	15,000.00	1,559.99	16,559.99	12,100.83	4,580.42	-121.26
<a href="#">A 1620.407-21</a>	CLEANING EXPENSES-BAS	4,500.00	0.00	4,500.00	1,386.05	288.95	2,825.00
<a href="#">A 1620.407-22</a>	CLEANING EXPENSES-RWC	3,000.00	0.00	3,000.00	1,223.15	451.85	1,325.00
<a href="#">A 1620.407-23</a>	CLEANING EXPENSES-WLB	4,500.00	0.00	4,500.00	1,670.41	494.59	2,335.00
<a href="#">A 1620.407-51</a>	SECURITY-BAS	92,000.00	-2,000.00	90,000.00	67,495.46	17,654.54	4,850.00
<a href="#">A 1620.407-52</a>	SECURITY-RWC	90,000.00	-2,000.00	88,000.00	66,887.05	17,762.95	3,350.00
<a href="#">A 1620.407-53</a>	SECURITY-WLB	93,000.00	-2,147.00	90,853.00	67,209.36	17,940.64	5,703.00
<a href="#">A 1620.457-21</a>	CLEANING SUPPLIES-BAS	16,000.00	0.00	16,000.00	8,398.90	2,869.10	4,732.00
<a href="#">A 1620.457-22</a>	CLEANING SUPPLIES-RWC	15,000.00	0.00	15,000.00	12,006.24	2,868.76	125.00
<a href="#">A 1620.457-23</a>	CLEANING SUPPLIES-WLB	15,000.00	0.00	15,000.00	8,702.12	2,868.88	3,429.00
<a href="#">A 1620.457-51</a>	SECURITY MATERIAL AND SUPPLIES-BAS	0.00	12.02	12.02	12.02	0.00	0.00
<a href="#">A 1620.457-52</a>	SECURITY MATERIAL AND SUPPLIES-RWC	0.00	551.01	551.01	476.99	73.99	0.03
<a href="#">A 1620.457-53</a>	SECURITY MATERIAL AND SUPPLIES-WLB	0.00	159.02	159.02	158.89	0.00	0.13
<a href="#">A 1620.458-21</a>	UNIFORM SUPPLIES-BAS	1,600.00	0.00	1,600.00	1,300.85	23.66	275.49

# VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1620.458-22</a>	UNIFORM SUPPLIES-RWC	1,800.00	0.00	1,800.00	1,531.33	268.67	0.00
<a href="#">A 1620.458-23</a>	UNIFORM SUPPLIES-WLB	1,600.00	0.00	1,600.00	1,406.27	23.67	170.06
<b>1620</b>	<b>OPERATION MAINT/PLANT *</b>	<b>1,483,570.00</b>	<b>-794.65</b>	<b>1,482,775.35</b>	<b>1,192,782.08</b>	<b>226,351.23</b>	<b>63,642.04</b>
<a href="#">A 1621.16</a>	MAINTENANCE SALARIES	138,822.00	0.00	138,822.00	202,334.97	40,317.03	-103,830.00
<a href="#">A 1621.160-2</a>	MAINTENANCE SALARIES-RWC	80,652.00	0.00	80,652.00	0.00	0.00	80,652.00
<a href="#">A 1621.161-2</a>	MAINTENANCE OVERTIME SALARIES-RWC	5,000.00	0.00	5,000.00	966.25	0.00	4,033.75
<a href="#">A 1621.2</a>	EQUIPMENT	30,000.00	2,750.00	32,750.00	32,593.03	0.00	156.97
<a href="#">A 1621.200-1</a>	EQUIPMENT-BAS	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
<a href="#">A 1621.200-2</a>	EQUIPMENT-RWC	1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<a href="#">A 1621.200-3</a>	EQUIPMENT-WLB	1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<a href="#">A 1621.268-1</a>	HEATING/COOLING-BAS	325.00	0.00	325.00	0.00	0.00	325.00
<a href="#">A 1621.268-2</a>	HEATING/COOLING-RWC	350.00	-150.00	200.00	0.00	0.00	200.00
<a href="#">A 1621.268-3</a>	HEATING/COOLING-WLB	325.00	-325.00	0.00	0.00	0.00	0.00
<a href="#">A 1621.280-1</a>	GROUNDS-BAS	3,100.00	2,780.91	5,880.91	5,880.91	0.00	0.00
<a href="#">A 1621.280-2</a>	GROUNDS-RWC	3,300.00	-2,780.91	519.09	0.00	0.00	519.09
<a href="#">A 1621.280-3</a>	GROUNDS-WLB	2,600.00	0.00	2,600.00	0.00	0.00	2,600.00
<a href="#">A 1621.283-1</a>	AUTOMOTIVE EQUIPMENT-BAS	600.00	-68.00	532.00	0.00	0.00	532.00
<a href="#">A 1621.283-2</a>	AUTOMOTIVE EQUIPMENT-RWC	700.00	0.00	700.00	0.00	0.00	700.00
<a href="#">A 1621.283-3</a>	AUTOMOTIVE EQUIPMENT-WLB	700.00	-67.00	633.00	0.00	0.00	633.00
<a href="#">A 1621.406-4</a>	MILEAGE	1,000.00	0.00	1,000.00	583.92	66.08	350.00
<a href="#">A 1621.406-5</a>	ELEC/MAINTENANCE EXPENSE	500.00	100.00	600.00	551.66	48.34	0.00
<a href="#">A 1621.406-51</a>	ELEC/MAINTENANCE EXPENSE-BAS	500.00	0.00	500.00	0.00	300.00	200.00
<a href="#">A 1621.406-52</a>	ELEC/MAINTENANCE EXPENSE-RWC	500.00	-73.99	426.01	0.00	300.00	126.01
<a href="#">A 1621.406-81</a>	HEATING/COOLING EXPENSE-BAS	8,500.00	0.00	8,500.00	4,858.57	6,037.43	-2,396.00
<a href="#">A 1621.406-82</a>	HEATING/COOLING EXPENSE-RWC	8,000.00	3,685.00	11,685.00	7,514.83	6,961.17	-2,791.00
<a href="#">A 1621.406-83</a>	HEATING/COOLING EXPENSE-WLB	8,500.00	4,184.40	12,684.40	7,862.96	7,879.23	-3,057.79
<a href="#">A 1621.406-91</a>	PLUMBING EXPENSE-BAS	1,975.00	-250.00	1,725.00	970.09	704.91	50.00
<a href="#">A 1621.406-92</a>	PLUMBING EXPENSE-RWC	1,000.00	-275.00	725.00	684.50	255.60	-215.10
<a href="#">A 1621.406-93</a>	PLUMBING EXPENSE-WLB	1,000.00	-275.00	725.00	309.50	345.50	70.00
<a href="#">A 1621.407-01</a>	REPAIRS-GENERAL-BAS	10,000.00	-1,400.00	8,600.00	1,010.00	1,015.00	6,575.00
<a href="#">A 1621.407-02</a>	REPAIRS-GENERAL-RWC	7,500.00	0.00	7,500.00	4,605.00	720.00	2,175.00
<a href="#">A 1621.407-03</a>	REPAIRS-GENERAL-WLB	7,500.00	-3,935.00	3,565.00	250.00	575.00	2,740.00
<a href="#">A 1621.407-3</a>	SITE WORK	75,000.00	27,031.88	102,031.88	69,870.17	16,217.00	15,944.71

# VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1621.407-30-2</a>	PLAYGROUND MAINTENANCE-BAS	3,000.00	1,500.00	4,500.00	4,500.00	0.00	0.00
<a href="#">A 1621.407-30-3</a>	PLAYGROUND MAINTENANCE-RWC	3,000.00	200.00	3,200.00	3,200.00	0.00	0.00
<a href="#">A 1621.407-30-4</a>	PLAYGROUND MAINTENANCE-WLB	3,000.00	-500.00	2,500.00	2,500.00	0.00	0.00
<a href="#">A 1621.407-31-2</a>	ATHLETIC FIELDS-BAS	3,500.00	0.00	3,500.00	0.00	967.79	2,532.21
<a href="#">A 1621.407-31-3</a>	ATHLETIC FIELDS-RWC	3,750.00	0.00	3,750.00	0.00	3,721.15	28.85
<a href="#">A 1621.407-31-4</a>	ATHLETIC FIELDS-WLB	3,750.00	0.00	3,750.00	0.00	3,721.06	28.94
<a href="#">A 1621.45</a>	MATERIAL & SUPPLIES	60,000.00	-1,200.00	58,800.00	33,085.23	19,993.83	5,720.94
<a href="#">A 1621.450-1</a>	MATERIAL & SUPPLIES-BAS	5,000.00	50,292.85	55,292.85	53,226.57	756.22	1,310.06
<a href="#">A 1621.450-2</a>	MATERIAL & SUPPLIES-RWC	5,000.00	36,593.46	41,593.46	39,685.04	1,878.76	29.66
<a href="#">A 1621.450-3</a>	MATERIAL & SUPPLIES-WLB	5,000.00	38,490.60	43,490.60	41,568.46	1,256.48	665.66
<a href="#">A 1621.455-1</a>	PLAYGROUND MATERIAL & SUPPLIES-BAS	0.00	185.62	185.62	185.61	0.00	0.01
<a href="#">A 1621.455-2</a>	PLAYGROUND MATERIAL & SUPPLIES-RWC	0.00	1,860.14	1,860.14	1,860.13	0.00	0.01
<a href="#">A 1621.455-3</a>	PLAYGROUND MATERIAL & SUPPLIES-WLB	0.00	1,507.25	1,507.25	1,507.24	0.00	0.01
<a href="#">A 1621.456-51</a>	ELEC/MAINTENANCE-BAS	3,100.00	0.00	3,100.00	153.66	196.34	2,750.00
<a href="#">A 1621.456-52</a>	ELEC/MAINTENANCE-RWC	2,950.00	-465.00	2,485.00	388.39	461.61	1,635.00
<a href="#">A 1621.456-53</a>	ELEC/MAINTENANCE-WLB	2,950.00	0.00	2,950.00	119.05	230.95	2,600.00
<a href="#">A 1621.456-61</a>	INTERCOM/EMERG LIGHTS-BAS	700.00	4,011.86	4,711.86	4,011.86	0.00	700.00
<a href="#">A 1621.456-62</a>	INTERCOM/EMERG LIGHTS-RWC	600.00	0.00	600.00	0.00	0.00	600.00
<a href="#">A 1621.456-63</a>	INTERCOM/EMERG LIGHTS-WLB	700.00	0.00	700.00	0.00	0.00	700.00
<a href="#">A 1621.456-81</a>	HEATING/COOLING SUPPLIES-BAS	1,700.00	0.00	1,700.00	1,124.31	20.00	555.69
<a href="#">A 1621.456-82</a>	HEATING/COOLING SUPPLIES-RWC	1,700.00	2,560.00	4,260.00	322.76	3,926.24	11.00
<a href="#">A 1621.456-83</a>	HEATING/COOLING SUPPLIES-WLB	1,600.00	12,220.60	13,820.60	465.00	13,212.15	143.45
<a href="#">A 1621.456-91</a>	PLUMBING SUPPLIES-BAS	0.00	250.00	250.00	0.00	250.00	0.00
<a href="#">A 1621.456-92</a>	PLUMBING SUPPLIES-RWC	0.00	1,025.00	1,025.00	747.76	76.12	201.12
<a href="#">A 1621.456-93</a>	PLUMBING SUPPLIES-WLB	0.00	275.00	275.00	0.00	275.00	0.00
<a href="#">A 1621.457-01</a>	REPAIRS-GENERAL-BAS	5,000.00	0.00	5,000.00	3,174.40	355.60	1,470.00
<a href="#">A 1621.457-02</a>	REPAIRS-GENERAL-RWC	5,000.00	4,894.85	9,894.85	8,606.88	450.00	837.97
<a href="#">A 1621.457-03</a>	REPAIRS-GENERAL-WLB	5,000.00	5,228.89	10,228.89	5,520.08	1,587.32	3,121.49
<a href="#">A 1621.457-61</a>	HARDWARE-BAS	1,000.00	0.00	1,000.00	119.85	230.15	650.00
<a href="#">A 1621.457-62</a>	HARDWARE-RWC	1,000.00	750.00	1,750.00	1,008.75	211.25	530.00
<a href="#">A 1621.457-63</a>	HARDWARE-WLB	1,000.00	0.00	1,000.00	294.81	245.19	460.00
<a href="#">A 1621.457-71</a>	CARPENTRY-BAS	2,750.00	0.00	2,750.00	1,071.19	1,078.81	600.00
<a href="#">A 1621.457-72</a>	CARPENTRY-RWC	2,650.00	460.91	3,110.91	2,208.69	402.22	500.00

# VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1621.457-73</a>	CARPENTRY-WLB		2,600.00	0.00	2,600.00	1,241.99	908.01	450.00
<a href="#">A 1621.457-81</a>	GLAZING-BAS		1,400.00	0.00	1,400.00	597.55	200.00	602.45
<a href="#">A 1621.457-82</a>	GLAZING-RWC		1,550.00	0.00	1,550.00	1,113.60	120.00	316.40
<a href="#">A 1621.457-83</a>	GLAZING-WLB		1,550.00	0.00	1,550.00	285.00	325.00	940.00
<a href="#">A 1621.457-91</a>	PAINTING-BAS		1,000.00	0.00	1,000.00	29.14	270.86	700.00
<a href="#">A 1621.457-92</a>	PAINTING-RWC		1,000.00	0.00	1,000.00	208.00	192.00	600.00
<a href="#">A 1621.457-93</a>	PAINTING-WLB		1,000.00	0.00	1,000.00	762.92	37.08	200.00
<a href="#">A 1621.458-01</a>	GROUPS-BAS		1,650.00	0.00	1,650.00	0.00	100.00	1,550.00
<a href="#">A 1621.458-02</a>	GROUPS-RWC		1,650.00	0.00	1,650.00	0.00	100.00	1,550.00
<a href="#">A 1621.458-03</a>	GROUPS-WLB		1,700.00	0.00	1,700.00	0.00	100.00	1,600.00
<a href="#">A 1621.458-31</a>	AUTOMOTIVE-BAS		1,333.00	68.00	1,401.00	420.23	980.77	0.00
<a href="#">A 1621.458-32</a>	AUTOMOTIVE-RWC		1,333.00	0.00	1,333.00	552.23	780.77	0.00
<a href="#">A 1621.458-33</a>	AUTOMOTIVE-WLB		1,334.00	67.00	1,401.00	420.22	980.78	0.00
<b>1621</b>	<b>MAINTENANCE OF PLANT</b>	<b>*</b>	<b>554,449.00</b>	<b>189,209.32</b>	<b>743,658.32</b>	<b>557,132.96</b>	<b>143,341.80</b>	<b>43,183.56</b>
<a href="#">A 1670.400-1</a>	CENTRAL PRINTING EXPENSE-BAS		5,650.00	0.00	5,650.00	2,599.73	2,121.27	929.00
<a href="#">A 1670.400-2</a>	CENTRAL PRINTING EXPENSE-RWC		5,650.00	0.00	5,650.00	2,599.75	2,121.25	929.00
<a href="#">A 1670.400-3</a>	CENTRAL PRINTING EXPENSE-WLB		5,700.00	0.00	5,700.00	3,012.71	2,687.29	0.00
<a href="#">A 1670.401</a>	OUTSIDE PRINTING SERVICES		5,000.00	-1,900.00	3,100.00	2,721.00	0.00	379.00
<b>1670</b>	<b>CENTRAL PRINTING AND MAILING</b>	<b>*</b>	<b>22,000.00</b>	<b>-1,900.00</b>	<b>20,100.00</b>	<b>10,933.19</b>	<b>6,929.81</b>	<b>2,237.00</b>
<a href="#">A 1680.45</a>	DATA PROC SUPPLIES		500.00	0.00	500.00	0.00	0.00	500.00
<a href="#">A 1680.49</a>	BOCES TEST SCORE		40,000.00	0.00	40,000.00	31,957.00	8,043.00	0.00
<a href="#">A 1680.490-1</a>	BOCES DATA WAREHOUSING		130,000.00	0.00	130,000.00	87,476.42	42,523.58	0.00
<b>1680</b>	<b>DATA PROCESSING DISTRICT</b>	<b>*</b>	<b>170,500.00</b>	<b>0.00</b>	<b>170,500.00</b>	<b>119,433.42</b>	<b>50,566.58</b>	<b>500.00</b>
<b>16</b>		<b>**</b>	<b>2,230,519.00</b>	<b>186,514.67</b>	<b>2,417,033.67</b>	<b>1,880,281.65</b>	<b>427,189.42</b>	<b>109,562.60</b>
<a href="#">A 1910.4</a>	UNALLOCATED INS		215,000.00	-1,600.00	213,400.00	204,063.82	5,491.18	3,845.00
<b>1910</b>	<b>UNALLOCATED INSURANCE</b>	<b>*</b>	<b>215,000.00</b>	<b>-1,600.00</b>	<b>213,400.00</b>	<b>204,063.82</b>	<b>5,491.18</b>	<b>3,845.00</b>
<a href="#">A 1920.4</a>	SCHOOL ASSOC DUES		18,000.00	0.00	18,000.00	16,313.25	600.00	1,086.75
<b>1920</b>	<b>SCHOOL ASSOCIATION DUES</b>	<b>*</b>	<b>18,000.00</b>	<b>0.00</b>	<b>18,000.00</b>	<b>16,313.25</b>	<b>600.00</b>	<b>1,086.75</b>
<a href="#">A 1930.4</a>	CLAIMS/JUDGEMENT		600.00	0.00	600.00	0.00	0.00	600.00
<b>1930</b>	<b>JUDGMENTS &amp; CLAIMS</b>	<b>*</b>	<b>600.00</b>	<b>0.00</b>	<b>600.00</b>	<b>0.00</b>	<b>0.00</b>	<b>600.00</b>
<a href="#">A 1981.49</a>	BOCES AMIN		125,114.00	0.00	125,114.00	125,114.00	0.00	0.00
<a href="#">A 1981.492</a>	BOCES RENTAL		12,701.00	0.00	12,701.00	7,408.93	5,292.07	0.00
<a href="#">A 1981.493</a>	BOCES CAPITAL		19,349.00	0.00	19,349.00	19,349.00	0.00	0.00



# VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
1981	ADMIN CHARGE-BOCES	*	157,164.00	0.00	157,164.00	151,871.93	5,292.07	0.00
19	Disability Insurance	**	390,764.00	-1,600.00	389,164.00	372,249.00	11,383.25	5,531.75
1		***	3,931,670.00	284,609.67	4,216,279.67	3,207,294.48	810,139.74	198,845.45
<a href="#">A 2010.15</a>	CURRICULUM-PROFESSIONAL SALARIES		0.00	0.00	0.00	0.00	0.00	0.00
<a href="#">A 2010.150</a>	ASSISTANT SUPERINTENDENT		196,953.00	0.00	196,953.00	164,127.60	32,825.40	0.00
<a href="#">A 2010.16</a>	CURRICULUM SALARIES		3,000.00	-3,000.00	0.00	0.00	0.00	0.00
<a href="#">A 2010.200</a>	EQUIPMENT		1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
<a href="#">A 2010.4</a>	CURRICULUM DEVEL EXPENSE		2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
<a href="#">A 2010.45</a>	CURRICULUM DEVEL SUPPLIES		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
<a href="#">A 2010.451</a>	DUP PAPER/REPT CARD		5,000.00	0.00	5,000.00	1,020.00	1,030.00	2,950.00
<a href="#">A 2010.49</a>	BOCES CURRICULUM DEVELOPMENT		65,000.00	0.00	65,000.00	62,131.12	2,868.88	0.00
2010	CURR. DEV./SUPERVISION	*	276,453.00	-3,000.00	273,453.00	227,278.72	36,724.28	9,450.00
<a href="#">A 2020.15</a>	BUILDING PRINCIPALS SALARIES		329,633.00	-33,700.00	295,933.00	241,732.06	50,723.84	3,477.10
<a href="#">A 2020.150-1</a>	BUILDING PRINCIPALS SALARIES-BAS		190,269.00	0.00	190,269.00	158,557.80	31,711.36	-0.16
<a href="#">A 2020.150-2</a>	BUILDING PRINCIPALS SALARIES-RWC		168,268.00	0.00	168,268.00	140,222.60	28,044.40	1.00
<a href="#">A 2020.150-3</a>	BUILDING PRINCIPALS SALARIES-WLB		153,875.00	0.00	153,875.00	129,166.60	25,833.40	-1,125.00
<a href="#">A 2020.160-1</a>	BUILDG OFFICE SALARIES-BAS		51,117.00	0.00	51,117.00	44,273.64	9,106.36	-2,263.00
<a href="#">A 2020.160-2</a>	BUILDG OFFICE SALARIES-RWC		69,979.00	0.00	69,979.00	58,415.64	11,823.03	-259.67
<a href="#">A 2020.160-3</a>	BUILDG OFFICE SALARIES-WLB		56,277.00	0.00	56,277.00	47,406.66	9,523.01	-652.67
<a href="#">A 2020.200-1</a>	EQUIPMENT-BAS		8,500.00	0.00	8,500.00	8,500.00	0.00	0.00
<a href="#">A 2020.4</a>	SUPERVISION EXPENSES		1,000.00	0.00	1,000.00	146.57	478.43	375.00
<a href="#">A 2020.401</a>	SUPERVISION-BAS		200.00	0.00	200.00	0.00	0.00	200.00
<a href="#">A 2020.401-97</a>	SUPERVISION-P/C-BAS		500.00	0.00	500.00	121.68	378.32	0.00
<a href="#">A 2020.402</a>	SUPERVISION-WLB		200.00	0.00	200.00	40.56	0.00	159.44
<a href="#">A 2020.402-97</a>	SUPERVISION-P/C-WLB		500.00	0.00	500.00	105.88	394.12	0.00
<a href="#">A 2020.403</a>	SUPERVISION-RWC		500.00	3,000.00	3,500.00	3,295.13	0.00	204.87
<a href="#">A 2020.403-97</a>	SUPERVISION-P/C-RWC		500.00	0.00	500.00	15.98	484.02	0.00
<a href="#">A 2020.451</a>	SUPERVISION-BAS		440.00	0.00	440.00	344.05	0.00	95.95
<a href="#">A 2020.451-10</a>	OFFICE PAPER-BAS		6,000.00	1,900.00	7,900.00	6,726.00	1,174.00	0.00
<a href="#">A 2020.451-20</a>	OFFICE PAPER-WLB		6,450.00	0.00	6,450.00	5,215.00	785.00	450.00
<a href="#">A 2020.451-30</a>	OFFICE PAPER-RWC		8,500.00	0.00	8,500.00	6,592.00	1,908.00	0.00
<a href="#">A 2020.452</a>	SUPERVISION-WLB		390.00	0.00	390.00	390.00	0.00	0.00
<a href="#">A 2020.453</a>	SUPERVISION-RWC		470.00	1,000.00	1,470.00	1,288.96	0.00	181.04



# VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<b>2020</b>	<b>SUPER. REG. SCHOOL</b>	*	<b>1,053,568.00</b>	<b>-27,800.00</b>	<b>1,025,768.00</b>	<b>852,556.81</b>	<b>172,367.29</b>	<b>843.90</b>
<a href="#">A 2060.15</a>	INSTRUCTIONAL SALARIE		30,000.00	0.00	30,000.00	23,784.60	4,757.00	1,458.40
<b>2060</b>	<b>RESEARCH PLAN/EVAL</b>	*	<b>30,000.00</b>	<b>0.00</b>	<b>30,000.00</b>	<b>23,784.60</b>	<b>4,757.00</b>	<b>1,458.40</b>
<a href="#">A 2070.40</a>	INSERV TRAINING		1,000.00	-900.00	100.00	0.00	0.00	100.00
<a href="#">A 2070.41</a>	INSERVICE TRNG-BAS		500.00	-400.00	100.00	0.00	0.00	100.00
<a href="#">A 2070.42</a>	INSERVICE TRNG-WLB		500.00	-400.00	100.00	0.00	0.00	100.00
<a href="#">A 2070.43</a>	INSERVICE TRNG-RWC		500.00	-400.00	100.00	50.00	0.00	50.00
<a href="#">A 2070.44</a>	INSERVICE TRNG-D.W.		1,000.00	-500.00	500.00	0.00	0.00	500.00
<a href="#">A 2070.444</a>	STAFF DEVELOPMENT		10,000.00	8,280.00	18,280.00	16,828.64	0.00	1,451.36
<a href="#">A 2070.490</a>	BOCES STAFF DEVELOPMENT		26,500.00	0.00	26,500.00	7,750.28	18,749.72	0.00
<b>2070</b>	<b>IN-SERV TRAIN-INSTR.</b>	*	<b>40,000.00</b>	<b>5,680.00</b>	<b>45,680.00</b>	<b>24,628.92</b>	<b>18,749.72</b>	<b>2,301.36</b>
<b>20</b>	<b>Group Insurance</b>	**	<b>1,400,021.00</b>	<b>-25,120.00</b>	<b>1,374,901.00</b>	<b>1,128,249.05</b>	<b>232,598.29</b>	<b>14,053.66</b>
<a href="#">A 2110.12</a>	TEACHERS 1-6 SALARIES		251,352.00	234,090.00	485,442.00	319,094.12	161,814.00	4,533.88
<a href="#">A 2110.120-1</a>	TEACHERS 1-6 SALARIES-BAS		2,117,355.00	232,171.27	2,349,526.27	1,597,338.28	753,136.99	-949.00
<a href="#">A 2110.120-2</a>	TEACHERS 1-6 SALARIES-RWC		2,311,956.00	275,806.65	2,587,762.65	1,834,889.04	753,822.61	-949.00
<a href="#">A 2110.120-3</a>	TEACHERS 1-6 SALARIES-WLB		2,799,920.00	-814,690.92	1,985,229.08	1,300,097.29	651,706.09	33,425.70
<a href="#">A 2110.121-1</a>	KINDERGARTEN TEACHERS SALARIES-BAS		207,954.00	1,711.00	209,665.00	139,776.64	69,888.36	0.00
<a href="#">A 2110.121-2</a>	KINDERGARTEN TEACHERS SALARIES-RWC		348,730.00	21,797.00	370,527.00	247,017.92	123,509.08	0.00
<a href="#">A 2110.121-3</a>	KINDERGARTEN TEACHERS SALARIES-WLB		186,788.00	49,115.00	235,903.00	177,791.98	59,830.02	-1,719.00
<a href="#">A 2110.123-1</a>	AFTER SCHOOL PROGRAMS-BAS		11,650.00	0.00	11,650.00	17,903.78	0.00	-6,253.78
<a href="#">A 2110.123-2</a>	AFTER SCHOOL PROGRAMS-RWC		11,700.00	0.00	11,700.00	18,916.02	667.81	-7,883.83
<a href="#">A 2110.123-3</a>	AFTER SCHOOL PROGRAMS-WLB		11,650.00	0.00	11,650.00	15,259.20	0.00	-3,609.20
<a href="#">A 2110.124-1</a>	SUPPORT SERVICES SALARIES-BAS		400,000.00	0.00	400,000.00	288,820.06	100,417.09	10,762.85
<a href="#">A 2110.124-2</a>	SUPPORT SERVICES SALARIES-RWC		410,849.00	270,535.90	681,384.90	454,224.78	227,160.12	0.00
<a href="#">A 2110.124-3</a>	SUPPORT SERVICES SALARIES-WLB		268,709.00	225,043.00	493,752.00	342,791.49	151,657.99	-697.48
<a href="#">A 2110.129-1</a>	EXTRA DUTIES/SERVICES-BAS		35,000.00	0.00	35,000.00	25,501.18	0.00	9,498.82
<a href="#">A 2110.129-2</a>	EXTRA DUTIES/SERVICES-RWC		25,000.00	0.00	25,000.00	20,450.57	0.00	4,549.43
<a href="#">A 2110.129-3</a>	EXTRA DUTIES/SERVICES-WLB		15,000.00	0.00	15,000.00	17,774.06	0.00	-2,774.06
<a href="#">A 2110.140-1</a>	SUB TEACHERS SALARIES-BAS		80,000.00	0.00	80,000.00	48,222.50	0.00	31,777.50
<a href="#">A 2110.140-2</a>	SUB TEACHERS SALARIES-RWC		70,000.00	0.00	70,000.00	46,025.00	0.00	23,975.00
<a href="#">A 2110.140-3</a>	SUB TEACHERS SALARIES-WLB		65,000.00	0.00	65,000.00	33,777.50	0.00	31,222.50
<a href="#">A 2110.160-1</a>	LCH/CRM/CPY AIDES-BAS		209,672.00	0.00	209,672.00	191,782.96	7,441.13	10,447.91

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2110.160-2</a>	LCH/CRM/CPY AIDES-RWC	150,423.00	0.00	150,423.00	180,516.05	0.00	-30,093.05
<a href="#">A 2110.160-3</a>	LCH/CRM/CPY AIDES-WLB	173,689.00	0.00	173,689.00	121,968.55	0.00	51,720.45
<a href="#">A 2110.239</a>	INSTRU MUSIC	5,000.00	-4,800.00	200.00	0.00	0.00	200.00
<a href="#">A 2110.4</a>	TEACHING EXPENSES	0.00	117.00	117.00	117.00	0.00	0.00
<a href="#">A 2110.400-71</a>	COPIER LEASES-BAS	25,000.00	0.00	25,000.00	20,204.27	5,554.99	-759.26
<a href="#">A 2110.400-72</a>	COPIER LEASES-WLB	26,000.00	0.00	26,000.00	22,742.21	4,232.53	-974.74
<a href="#">A 2110.400-73</a>	COPIER LEASES-RWC	29,000.00	2,173.00	31,173.00	29,095.36	4,127.64	-2,050.00
<a href="#">A 2110.402-4</a>	SOCIAL STUDIES	2,900.00	0.00	2,900.00	0.00	0.00	2,900.00
<a href="#">A 2110.402-71</a>	ART-BAS	250.00	0.00	250.00	0.00	0.00	250.00
<a href="#">A 2110.402-72</a>	ART-RWC	250.00	0.00	250.00	0.00	0.00	250.00
<a href="#">A 2110.402-73</a>	ART-WLB	200.00	0.00	200.00	0.00	0.00	200.00
<a href="#">A 2110.402-81</a>	SCIENCE-BAS	175.00	0.00	175.00	0.00	0.00	175.00
<a href="#">A 2110.402-82</a>	SCIENCE-RWC	150.00	0.00	150.00	0.00	0.00	150.00
<a href="#">A 2110.402-83</a>	SCIENCE-WLB	175.00	0.00	175.00	0.00	0.00	175.00
<a href="#">A 2110.402-91</a>	ESL-BAS	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.402-92</a>	ESL-RWC	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.402-93</a>	ESL-WLB	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.403-51</a>	PHYSICAL ED-BAS	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.403-52</a>	PHYSICAL ED-RWC	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.403-53</a>	PHYSICAL ED-WLB	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.403-81</a>	VOCAL MUSIC-BAS	150.00	599.09	749.09	749.09	0.00	0.00
<a href="#">A 2110.403-82</a>	VOCAL MUSIC-RWC	175.00	1,328.16	1,503.16	1,467.91	0.00	35.25
<a href="#">A 2110.403-83</a>	VOCAL MUSIC-WLB	175.00	0.00	175.00	175.00	0.00	0.00
<a href="#">A 2110.403-91</a>	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	808.99	125.00	1,066.01
<a href="#">A 2110.403-92</a>	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	842.99	115.00	1,042.01
<a href="#">A 2110.403-93</a>	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	837.99	75.00	1,087.01
<a href="#">A 2110.404-5</a>	OUTDOOR EDUCATION	600.00	0.00	600.00	0.00	0.00	600.00
<a href="#">A 2110.405-4</a>	CHALLENGE	850.00	0.00	850.00	555.00	0.00	295.00
<a href="#">A 2110.406-41</a>	STAFF MILEAGE-BAS	500.00	0.00	500.00	62.07	87.93	350.00
<a href="#">A 2110.406-42</a>	STAFF MILEAGE-RWC	500.00	0.00	500.00	29.08	50.00	420.92
<a href="#">A 2110.406-43</a>	STAFF MILEAGE-WLB	500.00	0.00	500.00	0.00	175.00	325.00
<a href="#">A 2110.450-1</a>	BAS-GENERAL INSTR SUPPLIES	13,840.00	-117.00	13,723.00	9,893.31	3,181.40	648.29
<a href="#">A 2110.450-2</a>	WLB-GENERAL INSTR SUPPLIES	12,400.00	0.00	12,400.00	9,225.99	198.98	2,975.03

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2110.450-3</a>	RWC-GENERAL INSTR SUPPLIES	15,360.00	0.00	15,360.00	12,480.13	1,204.64	1,675.23
<a href="#">A 2110.450-4</a>	MATH SUPPLIES	16,600.00	0.00	16,600.00	927.64	0.00	15,672.36
<a href="#">A 2110.451-01</a>	BAS-KINDERGARTEN	1,500.00	0.00	1,500.00	1,299.78	0.00	200.22
<a href="#">A 2110.451-02</a>	WLB-KINDERGARTEN	1,500.00	0.00	1,500.00	1,105.41	0.00	394.59
<a href="#">A 2110.451-03</a>	RWC-KINDERGARTEN	3,000.00	0.00	3,000.00	2,413.59	0.00	586.41
<a href="#">A 2110.452-41</a>	READING SUPPLIES-BAS	2,000.00	0.00	2,000.00	1,004.77	0.00	995.23
<a href="#">A 2110.452-42</a>	READING SUPPLIES-WLB	2,000.00	0.00	2,000.00	572.40	0.00	1,427.60
<a href="#">A 2110.452-43</a>	READING SUPPLIES-RWC	2,000.00	0.00	2,000.00	1,849.15	3.99	146.86
<a href="#">A 2110.452-51</a>	EARLY INTERV SUPPLIES-BAS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2110.452-52</a>	EARLY INTERV SUPPLIES-WLB	1,000.00	0.00	1,000.00	371.03	0.00	628.97
<a href="#">A 2110.452-53</a>	EARLY INTERV SUPPLIES-RWC	2,500.00	0.00	2,500.00	871.17	0.00	1,628.83
<a href="#">A 2110.452-6</a>	SLES-FOREIGN LANG	6,000.00	0.00	6,000.00	80.83	0.00	5,919.17
<a href="#">A 2110.452-7</a>	HEALTH	0.00	0.00	0.00	0.00	0.00	0.00
<a href="#">A 2110.452-71</a>	HEALTH-BAS	700.00	0.00	700.00	89.00	23.00	588.00
<a href="#">A 2110.452-72</a>	HEALTH-RWC	650.00	0.00	650.00	166.91	23.00	460.09
<a href="#">A 2110.452-73</a>	HEALTH-WLB	650.00	0.00	650.00	166.96	23.00	460.04
<a href="#">A 2110.452-8</a>	SCIENCE	106,400.00	0.00	106,400.00	102,948.30	0.00	3,451.70
<a href="#">A 2110.452-81</a>	SCIENCE-BAS	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
<a href="#">A 2110.452-82</a>	SCIENCE-RWC	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
<a href="#">A 2110.452-83</a>	SCIENCE-WLB	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
<a href="#">A 2110.452-91</a>	ESL-BAS	400.00	0.00	400.00	162.57	0.00	237.43
<a href="#">A 2110.452-92</a>	ESL-RWC	300.00	0.00	300.00	267.37	4.99	27.64
<a href="#">A 2110.452-93</a>	ESL-WLB	300.00	0.00	300.00	129.23	0.00	170.77
<a href="#">A 2110.453-01</a>	BAS-ART	3,300.00	0.00	3,300.00	2,717.68	0.00	582.32
<a href="#">A 2110.453-02</a>	WLB-ART	3,300.00	0.00	3,300.00	2,835.32	0.00	464.68
<a href="#">A 2110.453-03</a>	RWC-ART	3,800.00	0.00	3,800.00	3,336.31	0.00	463.69
<a href="#">A 2110.453-51</a>	BAS-PHYSICAL ED	1,300.00	0.00	1,300.00	441.59	814.90	43.51
<a href="#">A 2110.453-52</a>	WLB-PHYSICAL ED	1,300.00	0.00	1,300.00	574.58	0.00	725.42
<a href="#">A 2110.453-53</a>	RWC-PHYSICAL ED	1,600.00	0.00	1,600.00	1,345.18	0.00	254.82
<a href="#">A 2110.453-81</a>	VOCAL MUSIC-BAS	790.00	-599.09	190.91	190.91	0.00	0.00
<a href="#">A 2110.453-82</a>	VOCAL MUSIC-RWC	930.00	-739.08	190.92	190.92	0.00	0.00
<a href="#">A 2110.453-83</a>	VOCAL MUSIC-WLB	780.00	-589.08	190.92	190.92	0.00	0.00
<a href="#">A 2110.453-91</a>	INSTRU MUSIC-BAS	2,000.00	1,600.00	3,600.00	3,544.35	0.00	55.65

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available	
<a href="#">A 2110.453-92</a>	INSTRU MUSIC-RWC	2,000.00	1,600.00	3,600.00	3,543.49	0.00	56.51	
<a href="#">A 2110.453-93</a>	INSTRU MUSIC-WLB	2,000.00	1,600.00	3,600.00	3,522.89	0.00	77.11	
<a href="#">A 2110.455-01</a>	BAS-SUPPLEMENTAL	3,000.00	0.00	3,000.00	2,989.97	0.00	10.03	
<a href="#">A 2110.455-02</a>	WLB-SUPPLEMENTAL	2,600.00	0.00	2,600.00	0.00	0.00	2,600.00	
<a href="#">A 2110.455-03</a>	RWC-SUPPLEMENTAL	3,100.00	0.00	3,100.00	116.96	0.00	2,983.04	
<a href="#">A 2110.455-4</a>	CHALLENGE	2,800.00	0.00	2,800.00	1,105.52	0.00	1,694.48	
<a href="#">A 2110.455-41</a>	BAS-CHALLENGE	1,400.00	0.00	1,400.00	862.72	0.00	537.28	
<a href="#">A 2110.455-42</a>	WLB-CHALLENGE	1,200.00	0.00	1,200.00	867.00	0.00	333.00	
<a href="#">A 2110.455-43</a>	RWC-CHALLENGE	1,450.00	0.00	1,450.00	832.40	0.00	617.60	
<a href="#">A 2110.456</a>	District Workbooks	10,000.00	-1,924.81	8,075.19	0.00	0.00	8,075.19	
<a href="#">A 2110.47</a>	TUITION	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00	
<a href="#">A 2110.473</a>	CHARTER SCHOOL TUITION	48,000.00	71,405.00	119,405.00	99,504.13	62,886.67	-42,985.80	
<a href="#">A 2110.48</a>	TEXTBOOKS	16,000.00	3,149.81	19,149.81	16,274.81	1,650.00	1,225.00	
<a href="#">A 2110.480-1</a>	BAS TEXTBOOKS	9,600.00	0.00	9,600.00	9,199.99	400.00	0.01	
<a href="#">A 2110.480-2</a>	WLB TEXTBOOKS	8,500.00	-1,225.00	7,275.00	3,230.63	400.00	3,644.37	
<a href="#">A 2110.480-3</a>	RWC TEXTBOOKS	10,200.00	0.00	10,200.00	9,756.59	400.00	43.41	
<a href="#">A 2110.482-41</a>	READING/SUPPORT TEXTBOOKS BAS	2,600.00	0.00	2,600.00	1,703.67	0.00	896.33	
<a href="#">A 2110.482-42</a>	READING/SUPPORT TEXTBOOKS WLB	2,400.00	0.00	2,400.00	0.00	0.00	2,400.00	
<a href="#">A 2110.482-43</a>	READING/SUPPORT TEXTBOOKS RWC	2,700.00	0.00	2,700.00	936.58	0.00	1,763.42	
<a href="#">A 2110.482-44</a>	SOCIAL STUDIES TEXT	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	
<a href="#">A 2110.482-6</a>	SLES-FOREIGN LANG TEXTBOOKS	7,000.00	0.00	7,000.00	0.00	0.00	7,000.00	
<a href="#">A 2110.482-9</a>	ESL TEXTBOOKS	2,300.00	0.00	2,300.00	1,537.13	0.00	762.87	
<a href="#">A 2110.484</a>	MATH TEXTBOOKS	16,000.00	0.00	16,000.00	306.90	0.00	15,693.10	
<a href="#">A 2110.485</a>	SCIENCE TEXTBOOKS	8,200.00	0.00	8,200.00	0.00	0.00	8,200.00	
<a href="#">A 2110.49</a>	BOCES SERVICES	3,200.00	0.00	3,200.00	0.00	3,200.00	0.00	
<a href="#">A 2110.492-9</a>	ESL	37,500.00	0.00	37,500.00	17,025.80	20,474.20	0.00	
<a href="#">A 2110.494-5</a>	OUTDOOR EDUCATION	40,000.00	0.00	40,000.00	2,675.00	37,325.00	0.00	
<a href="#">A 2110.495-5</a>	BOCES-ARTS IN EDUC	25,000.00	0.00	25,000.00	18,393.51	6,606.49	0.00	
2110	REGULAR SCHOOL	*	10,760,797.00	569,156.90	11,329,953.90	7,873,404.92	3,214,414.64	242,134.34
21	New York State Income Tax	**	10,760,797.00	569,156.90	11,329,953.90	7,873,404.92	3,214,414.64	242,134.34
<a href="#">A 2250.140</a>	CSE CHAIRPERSON PER DIEM	0.00	20,000.00	20,000.00	14,000.00	0.00	6,000.00	
<a href="#">A 2250.150-1</a>	RR/SPEECH/CID SALARIES-BAS	275,000.00	0.00	275,000.00	145,858.31	70,221.20	58,920.49	
<a href="#">A 2250.150-2</a>	RR/SPEECH/CID SALARIES-RWC	680,000.00	-54,393.25	625,606.75	390,722.67	187,327.82	47,556.26	

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2250.150-3</a>	RR/SPEECH/CID SALARIES-WLB	637,269.00	-50,960.58	586,308.42	352,340.76	170,746.78	63,220.88
<a href="#">A 2250.151</a>	INCLUSION TEACHERS SALARIES	98,239.00	0.00	98,239.00	0.00	0.00	98,239.00
<a href="#">A 2250.151-1</a>	INCLUSION TEACHERS SALARIES-BAS	460,000.00	128,883.30	588,883.30	392,381.84	196,501.46	0.00
<a href="#">A 2250.151-2</a>	INCLUSION TEACHERS SALARIES-RWC	1,200,000.00	-624,462.20	575,537.80	373,043.04	157,516.96	44,977.80
<a href="#">A 2250.151-3</a>	INCLUSION TEACHERS SALARIES-WLB	292,237.00	0.00	292,237.00	192,188.64	96,094.36	3,954.00
<a href="#">A 2250.152</a>	SUMMER SPECIAL EDUCATION SALARIES	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
<a href="#">A 2250.16</a>	CSE OFFICE SALARIES	142,542.00	0.00	142,542.00	111,655.40	21,220.20	9,666.40
<a href="#">A 2250.161</a>	INCLUSION AIDES SALARIES	70,000.00	0.00	70,000.00	23,764.80	5,941.20	40,294.00
<a href="#">A 2250.161-1</a>	INCLUSION AIDES SALARIES-BAS	64,270.00	0.00	64,270.00	65,059.01	19,946.32	-20,735.33
<a href="#">A 2250.161-2</a>	INCLUSION AIDES SALARIES-RWC	165,000.00	11,745.11	176,745.11	167,702.45	64,874.21	-55,831.55
<a href="#">A 2250.161-3</a>	INCLUSION AIDES SALARIES-WLB	175,493.00	39,215.47	214,708.47	167,294.42	65,216.34	-17,802.29
<a href="#">A 2250.2</a>	SPECIAL ED EQUIP GENERAL	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2250.237</a>	CID EQUIPMENT	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2250.4</a>	SPECIAL ED EXPENSES	15,000.00	62,500.00	77,500.00	52,280.72	24,685.42	533.86
<a href="#">A 2250.400-1</a>	Copy Machine Lease Service	6,000.00	0.00	6,000.00	4,367.46	1,632.54	0.00
<a href="#">A 2250.400-3</a>	SPECIAL ED RELATED SERVICES	310,000.00	59,500.00	369,500.00	231,578.15	136,420.85	1,501.00
<a href="#">A 2250.403-97</a>	PETTY CASH	100.00	0.00	100.00	0.00	100.00	0.00
<a href="#">A 2250.45</a>	SPECIAL ED SUPPLIES	5,000.00	5,000.00	10,000.00	7,656.72	1,232.00	1,111.28
<a href="#">A 2250.451</a>	OFFICE PAPER-CSE	500.00	0.00	500.00	0.00	500.00	0.00
<a href="#">A 2250.453-41</a>	SPEECH SUPPLIES-BAS	300.00	0.00	300.00	185.77	0.00	114.23
<a href="#">A 2250.453-42</a>	SPEECH SUPPLIES-RWC	350.00	0.00	350.00	217.84	0.00	132.16
<a href="#">A 2250.453-43</a>	SPEECH SUPPLIES-WLB	350.00	0.00	350.00	287.76	0.00	62.24
<a href="#">A 2250.453-5</a>	SPECIAL ED-SPEECH K	500.00	0.00	500.00	0.00	0.00	500.00
<a href="#">A 2250.453-62</a>	RESOURCE ROOM-RWC	1,000.00	0.00	1,000.00	352.98	0.00	647.02
<a href="#">A 2250.453-63</a>	RESOURCE ROOM-WLB	1,000.00	0.00	1,000.00	487.34	0.00	512.66
<a href="#">A 2250.453-72</a>	CID SUPPLIES-RWC	660.00	6,500.00	7,160.00	7,046.12	0.00	113.88
<a href="#">A 2250.453-73</a>	CID SUPPLIES-WLB	1,340.00	0.00	1,340.00	967.88	0.00	372.12
<a href="#">A 2250.453-81</a>	INCLUSION SUPPLIES-BAS	0.00	800.00	800.00	799.84	0.00	0.16
<a href="#">A 2250.453-82</a>	INCLUSION SUPPLIES-RWC	0.00	1,000.00	1,000.00	717.80	13.73	268.47
<a href="#">A 2250.453-83</a>	INCLUSION SUPPLIES-WLB	0.00	800.00	800.00	379.75	0.00	420.25
<a href="#">A 2250.477</a>	SPECIAL ED-TUITION	1,420,500.00	-69,498.00	1,351,002.00	255,333.96	919,047.02	176,621.02
<a href="#">A 2250.483-7</a>	CID TEXTBOOKS	1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<a href="#">A 2250.490</a>	BOCES SERVICES	3,456,018.00	0.00	3,456,018.00	1,591,122.56	1,864,895.44	0.00

# VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<b>2250</b>	<b>HANDICAPPED PROGRAM</b>	*	<b>9,484,168.00</b>	<b>-464,370.15</b>	<b>9,019,797.85</b>	<b>4,549,793.99</b>	<b>4,004,133.85</b>	<b>465,870.01</b>
<b>22</b>	<b>Federal Income Tax</b>	**	<b>9,484,168.00</b>	<b>-464,370.15</b>	<b>9,019,797.85</b>	<b>4,549,793.99</b>	<b>4,004,133.85</b>	<b>465,870.01</b>
<a href="#">A 2330.45</a>	SUMMER SCHOOL SUPPLIES		1,000.00	553.59	1,553.59	553.59	175.00	825.00
<a href="#">A 2330.49</a>	BOCES SUMMER SCHOOL		25,000.00	0.00	25,000.00	15,131.41	9,868.59	0.00
<b>2330</b>	<b>OTHER SPEC. SCHOOLS</b>	*	<b>26,000.00</b>	<b>553.59</b>	<b>26,553.59</b>	<b>15,685.00</b>	<b>10,043.59</b>	<b>825.00</b>
<b>23</b>	<b>Income Executions</b>	**	<b>26,000.00</b>	<b>553.59</b>	<b>26,553.59</b>	<b>15,685.00</b>	<b>10,043.59</b>	<b>825.00</b>
<a href="#">A 2610.150-1</a>	LIBRARY SALARIES-BAS		96,847.00	0.00	96,847.00	64,236.00	32,118.00	493.00
<a href="#">A 2610.150-2</a>	LIBRARY SALARIES-RWC		83,294.00	6,912.00	90,206.00	60,741.08	31,265.92	-1,801.00
<a href="#">A 2610.150-3</a>	LIBRARY SALARIES-WLB		140,576.00	2,105.00	142,681.00	95,120.64	47,560.36	0.00
<a href="#">A 2610.2</a>	EQUIPMENT-LIBRARY		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<a href="#">A 2610.405</a>	AUDIO VISUAL EXPENSES		40,000.00	-18,500.00	21,500.00	557.81	23.17	20,919.02
<a href="#">A 2610.45</a>	LIBRARY SUPPLIES		1,800.00	2,846.00	4,646.00	3,720.81	0.00	925.19
<a href="#">A 2610.451</a>	LIBRARY BOOKS-BAS		6,800.00	716.57	7,516.57	7,309.90	0.00	206.67
<a href="#">A 2610.452</a>	LIBRARY BOOKS-RWC		7,985.00	-59.07	7,925.93	7,901.91	0.00	24.02
<a href="#">A 2610.453</a>	LIBRARY BOOKS-WLB		6,965.00	-657.50	6,307.50	6,221.56	0.00	85.94
<a href="#">A 2610.455</a>	AUDIO VISUAL SUPPLIES		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<a href="#">A 2610.46</a>	LIBRARY COMPUTER SOFTWARE		3,000.00	1,154.00	4,154.00	1,697.00	0.00	2,457.00
<a href="#">A 2610.49</a>	BOCES		27,500.00	0.00	27,500.00	12,131.18	15,368.82	0.00
<b>2610</b>	<b>LIBRARY</b>	*	<b>416,767.00</b>	<b>-7,483.00</b>	<b>409,284.00</b>	<b>259,637.89</b>	<b>126,336.27</b>	<b>23,309.84</b>
<a href="#">A 2630.12</a>	COMPUTER SALARY		268,357.00	1,939.75	270,296.75	175,588.59	90,174.28	4,533.88
<a href="#">A 2630.2</a>	COMPUTER EQUIPMENT		15,600.00	0.00	15,600.00	12,294.00	0.00	3,306.00
<a href="#">A 2630.4</a>	COMPUTER EXPENSES		7,548.00	0.00	7,548.00	6,980.27	17.61	550.12
<a href="#">A 2630.45</a>	COMPUTER SUPPLIES		96,300.00	-3,672.52	92,627.48	91,104.17	1,158.00	365.31
<a href="#">A 2630.46</a>	COMPUTER SOFTWARE		61,228.00	0.00	61,228.00	25,297.45	499.00	35,431.55
<a href="#">A 2630.49</a>	BOCES E-RATE SERVICES		326,400.00	3,672.52	330,072.52	231,043.25	95,356.75	3,672.52
<b>2630</b>	<b>COMPUTER ASSISTED INSTRUCT.</b>	*	<b>775,433.00</b>	<b>1,939.75</b>	<b>777,372.75</b>	<b>542,307.73</b>	<b>187,205.64</b>	<b>47,859.38</b>
<b>26</b>	<b>Social Security Tax</b>	**	<b>1,192,200.00</b>	<b>-5,543.25</b>	<b>1,186,656.75</b>	<b>801,945.62</b>	<b>313,541.91</b>	<b>71,169.22</b>
<a href="#">A 2805.4</a>	ATTENDANCE EXPENSES		20,000.00	0.00	20,000.00	0.00	20,000.00	0.00
<b>2805</b>	<b>ATTENDANCE</b>	*	<b>20,000.00</b>	<b>0.00</b>	<b>20,000.00</b>	<b>0.00</b>	<b>20,000.00</b>	<b>0.00</b>
<a href="#">A 2815.16</a>	SCHOOL NURSES SALARIES		73,361.00	0.00	73,361.00	48,670.08	24,334.92	356.00
<a href="#">A 2815.160-1</a>	SCHOOL NURSES SALARIES-BAS		64,400.00	0.00	64,400.00	43,074.67	22,128.43	-803.10
<a href="#">A 2815.160-2</a>	SCHOOL NURSES SALARIES-RWC		75,816.00	0.00	75,816.00	49,615.36	24,807.64	1,393.00
<a href="#">A 2815.160-3</a>	SCHOOL NURSES SALARIES-WLB		64,830.00	0.00	64,830.00	52,296.80	13,074.20	-541.00

# VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2815.4</a>	HEALTH SERVICES EXPENSES	75,000.00	46,425.00	121,425.00	80,357.77	11,598.57	29,468.66
<a href="#">A 2815.400-1</a>	HEALTH SERVICES EXPENSES-BAS	0.00	1,000.00	1,000.00	908.22	0.00	91.78
<a href="#">A 2815.401</a>	OCCUPATIONAL THERAPY EXPENSES	0.00	4,999.00	4,999.00	0.00	0.00	4,999.00
<a href="#">A 2815.450-1</a>	HEALTH SERVICE SUPPLIES-BAS	2,900.00	0.00	2,900.00	2,421.34	0.00	478.66
<a href="#">A 2815.450-2</a>	HEALTH SERVICE SUPPLIES-RWC	2,900.00	0.00	2,900.00	2,136.09	76.91	687.00
<a href="#">A 2815.450-3</a>	HEALTH SERVICE SUPPLIES-WLB	2,900.00	0.00	2,900.00	1,529.54	1,325.53	44.93
<a href="#">A 2815.452-51</a>	DIAGNOSTIC SCREEN SUPPLIES-BAS	5,650.00	-1,000.00	4,650.00	3,675.94	0.00	974.06
<a href="#">A 2815.452-52</a>	DIAGNOSTIC SCREEN SUPPLIES-RWC	5,700.00	0.00	5,700.00	1,357.93	0.00	4,342.07
<a href="#">A 2815.452-53</a>	DIAGNOSTIC SCREEN SUPPLIES-WLB	5,650.00	0.00	5,650.00	2,707.71	0.00	2,942.29
<a href="#">A 2815.453</a>	OCCUPATIONAL THERAPY SUPPLIES	0.00	4,999.00	4,999.00	3,062.73	0.00	1,936.27
<a href="#">A 2815.473</a>	SPEECH SERV-PAROC	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
<a href="#">A 2815.49</a>	BOCES-HEALTH SERV	20,000.00	37,000.00	57,000.00	29,030.63	0.00	27,969.37
<b>2815</b>	<b>HEALTH SERVICES *</b>	<b>400,607.00</b>	<b>93,423.00</b>	<b>494,030.00</b>	<b>320,844.81</b>	<b>97,346.20</b>	<b>75,838.99</b>
<a href="#">A 2820.151-71</a>	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-BAS	128,242.00	41,016.50	169,258.50	112,839.04	56,419.46	0.00
<a href="#">A 2820.151-72</a>	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-RWC	197,383.00	-2,173.00	195,210.00	112,172.32	56,086.18	26,951.50
<a href="#">A 2820.151-73</a>	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-WLB	221,079.00	0.00	221,079.00	158,198.36	60,447.64	2,433.00
<a href="#">A 2820.155-0</a>	EARLY ID TEACHERS SALARIES	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
<a href="#">A 2820.161</a>	THERAPIST SALARIES	0.00	0.00	0.00	42,451.72	22,936.66	-65,388.38
<a href="#">A 2820.400-1</a>	PSYCH EXPENSES-BAS	250.00	0.00	250.00	0.00	0.00	250.00
<a href="#">A 2820.400-2</a>	PSYCH EXPENSES-RWC	300.00	0.00	300.00	0.00	0.00	300.00
<a href="#">A 2820.400-3</a>	PSYCH EXPENSES-WLB	300.00	0.00	300.00	203.66	0.00	96.34
<a href="#">A 2820.451-71</a>	PSYCH SUPPLIES-BAS	300.00	0.00	300.00	97.80	0.00	202.20
<a href="#">A 2820.451-72</a>	PSYCH SUPPLIES-RWC	350.00	0.00	350.00	214.80	0.00	135.20
<a href="#">A 2820.451-73</a>	PSYCH SUPPLIES-WLB	350.00	0.00	350.00	0.00	0.00	350.00
<a href="#">A 2820.455-0</a>	EARLY ID-SUPPLIES	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<b>2820</b>	<b>PSYCHOLOGY SERVICES *</b>	<b>551,554.00</b>	<b>38,843.50</b>	<b>590,397.50</b>	<b>426,177.70</b>	<b>195,889.94</b>	<b>-31,670.14</b>
<a href="#">A 2825.150-1</a>	SOCIAL WORKER SALARIES-BAS	140,576.00	0.00	140,576.00	93,884.00	46,948.00	-256.00
<a href="#">A 2825.150-2</a>	SOCIAL WORKER SALARIES-RWC	139,853.00	2,420.00	142,273.00	94,848.64	47,424.36	0.00
<a href="#">A 2825.400-1</a>	SOCIAL WORKER EXPENSES-BAS	200.00	0.00	200.00	0.00	0.00	200.00
<a href="#">A 2825.45</a>	SOCIAL WORKER SUPPLIES	300.00	0.00	300.00	176.99	0.00	123.01
<a href="#">A 2825.450-2</a>	SOCIAL WORKER SUPPLIES-RWC	200.00	0.00	200.00	0.00	0.00	200.00



# VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
2825	SOCIAL WORK SRVC-REG SCHOOL	*	281,129.00	2,420.00	283,549.00	188,909.63	94,372.36	267.01
28	New York City Income Tax	**	1,253,290.00	134,686.50	1,387,976.50	935,932.14	407,608.50	44,435.86
2		***	24,116,476.00	209,363.59	24,325,839.59	15,305,010.72	8,182,340.78	838,488.09
<a href="#">A 5540.4</a>	TRANSPORTATION EXPENSES		1,782,293.00	0.00	1,782,293.00	1,209,455.12	541,649.08	31,188.80
<a href="#">A 5540.405</a>	TRANSPORT/SCHOOL TRIP		32,000.00	0.00	32,000.00	8,230.11	23,569.89	200.00
5540	CONTRACTED TRANSPORTATION	*	1,814,293.00	0.00	1,814,293.00	1,217,685.23	565,218.97	31,388.80
<a href="#">A 5581.49</a>	BOCES/TRANSP. EXPENSE		357,515.00	0.00	357,515.00	190,808.75	166,706.25	0.00
<a href="#">A 5581.491</a>	SUMMER SPECIAL ED. TRANSPORTATION		12,000.00	0.00	12,000.00	0.00	12,000.00	0.00
5581	TRANS. BOCES	*	369,515.00	0.00	369,515.00	190,808.75	178,706.25	0.00
55		**	2,183,808.00	0.00	2,183,808.00	1,408,493.98	743,925.22	31,388.80
5		***	2,183,808.00	0.00	2,183,808.00	1,408,493.98	743,925.22	31,388.80
<a href="#">A 8070.4</a>	CENSUS EXPENSES		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<a href="#">A 8070.45</a>	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 href="#">A 9010.8</a>	EMPLOYEE RETIREMENT		453,862.00	-18,000.00	435,862.00	260,018.00	981.00	174,863.00
9010	EMP. RETIREMENT SYSTEM	*	453,862.00	-18,000.00	435,862.00	260,018.00	981.00	174,863.00
<a href="#">A 9020.8</a>	TEACHERS RETIREMENT		1,633,111.00	0.00	1,633,111.00	0.00	0.00	1,633,111.00
9020	TEACHERS RETIRE. SYSTEM	*	1,633,111.00	0.00	1,633,111.00	0.00	0.00	1,633,111.00
<a href="#">A 9030.8</a>	SOCIAL SECURITY		1,468,479.00	0.00	1,468,479.00	1,023,328.59	0.00	445,150.41
9030	FICA	*	1,468,479.00	0.00	1,468,479.00	1,023,328.59	0.00	445,150.41
<a href="#">A 9040.8</a>	WORKERS COMP		110,641.00	0.00	110,641.00	101,179.00	0.00	9,462.00
9040	WORKMEN'S COMPENSATION	*	110,641.00	0.00	110,641.00	101,179.00	0.00	9,462.00
<a href="#">A 9050.8</a>	UNEMPLOYMENT INSURANCE		25,000.00	-5,800.00	19,200.00	1,174.68	3,825.32	14,200.00
9050	UNEMPLOYMENT	*	25,000.00	-5,800.00	19,200.00	1,174.68	3,825.32	14,200.00
<a href="#">A 9060.8</a>	HOSP & MED INSUR		4,875,642.00	-194,830.00	4,680,812.00	3,032,665.55	0.00	1,648,146.45
<a href="#">A 9060.85</a>	DENTAL INSURANCE		202,700.00	-60,000.00	142,700.00	112,108.92	0.00	30,591.08
<a href="#">A 9060.850</a>	Dental Insurance		0.00	0.00	0.00	0.00	0.00	0.00
9060	HEALTH INSURANCE	*	5,078,342.00	-254,830.00	4,823,512.00	3,144,774.47	0.00	1,678,737.53
<a href="#">A 9089.15</a>	ACCUM LEAVE		0.00	0.00	0.00	25,895.94	0.00	-25,895.94
9089	OTHER	*	0.00	0.00	0.00	25,895.94	0.00	-25,895.94
90		**	8,769,435.00	-278,630.00	8,490,805.00	4,556,370.68	4,806.32	3,929,628.00



VALLEY STREAM UFSD # 24



Appropriation Status Detail Report By Function From 7/1/2024 To 4/30/2025

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 9710.6</a>	PRINCIPAL ON INDEBTED		162,920.00	0.00	162,920.00	162,919.81	0.00	0.19
<a href="#">A 9710.7</a>	INTEREST ON INDEBTEDN		66,967.00	0.00	66,967.00	66,966.09	0.00	0.91
9710	DEBT SERVICE-SERIAL BONDS	*	229,887.00	0.00	229,887.00	229,885.90	0.00	1.10
97	Endowment, Scholarship and Gift Fund	**	229,887.00	0.00	229,887.00	229,885.90	0.00	1.10
<a href="#">A 9901.93</a>	TRANSFER TO SCHOOL FOOD		10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
<a href="#">A 9901.95</a>	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		***	9,049,322.00	-278,630.00	8,770,692.00	4,786,256.58	4,806.32	3,979,629.10
Fund ATotals:			39,282,476.00	214,343.26	39,496,819.26	24,707,055.76	9,741,212.06	5,048,551.44
Grand Totals:			39,282,476.00	214,343.26	39,496,819.26	24,707,055.76	9,741,212.06	5,048,551.44

# VALLEY STREAM UFSD # 24

Revenue Status Report By Function From 7/1/2024 To 4/30/2025



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<a href="#">A 1001</a>	REAL PROPERTY TAXES	22,989,192.00	0.00	22,989,192.00	23,053,977.40	-64,785.40
<a href="#">A 1052</a>	IDA OVERPYMT REAL ESTATE TAXES	0.00	0.00	0.00	338,937.65	-338,937.65
<a href="#">A 1090</a>	INTEREST ON REAL ESTATE TAXES	0.00	0.00	0.00	26,030.95	-26,030.95
<a href="#">A 2280</a>	HEALTH SERV OTHER DIST	0.00	0.00	0.00	104,798.48	-104,798.48
<a href="#">A 2304</a>	TRANSPORTATION OTHR DIST	0.00	0.00	0.00	8,375.00	-8,375.00
<a href="#">A 2401</a>	INTEREST AND EARNINGS	285,000.00	0.00	285,000.00	392,708.98	-107,708.98
<a href="#">A 2412</a>	RENTAL FRM MUNICIPALITIES	0.00	0.00	0.00	910.00	-910.00
<a href="#">A 2670</a>	SALE OF PROPERTY	0.00	0.00	0.00	767.50	-767.50
<a href="#">A 2701</a>	REFUNDS OF PRIOR YR EXP- BOCES ONLY	0.00	0.00	0.00	198,995.89	-198,995.89
<a href="#">A 2703</a>	REFUND OF PRIOR YEAR EXP-OTHER	0.00	0.00	0.00	-2,711.36	2,711.36
<a href="#">A 2770</a>	OTHER UNCLASSIFIED REV	1,169,749.00	0.00	1,169,749.00	427.06	1,169,321.94
<a href="#">A 2771.ERA.TE</a>	E-RATE REFUND	0.00	0.00	0.00	54,053.06	-54,053.06
<a href="#">A 3101</a>	STATE AID-BASIC FORMULA	13,938,535.00	0.00	13,938,535.00	5,968,869.80	7,969,665.20
<a href="#">A 3101.E</a>	EXCESS COST AID	0.00	0.00	0.00	1,459,547.80	-1,459,547.80
<a href="#">A 3102</a>	STATE AID-LOTTERY	0.00	0.00	0.00	2,138,082.28	-2,138,082.28
<a href="#">A 3103</a>	STATE AID-BOCES	0.00	0.00	0.00	130,937.75	-130,937.75
<a href="#">A 3260</a>	STATE AID-TEXTBOOKS	0.00	0.00	0.00	69,609.00	-69,609.00
<a href="#">A 3262</a>	STATE AID-COMPUTER SOFTWARE	0.00	0.00	0.00	36,180.00	-36,180.00
<a href="#">A 3289</a>	OTHER STATE AID	0.00	0.00	0.00	6,000.00	-6,000.00
<a href="#">A 4601</a>	MEDICAID REIMBURSEMENT	0.00	0.00	0.00	60,140.95	-60,140.95
<b>A Totals:</b>		<b>38,382,476.00</b>	<b>0.00</b>	<b>38,382,476.00</b>	<b>34,046,638.19</b>	<b>4,335,837.81</b>
<a href="#">C 2401</a>	INTEREST & EARNINGS	0.00	0.00	0.00	170.32	-170.32
<a href="#">C 3190</a>	STATE AID REIMBURSEMENT LUNCH	0.00	0.00	0.00	91,678.00	-91,678.00
<a href="#">C 3191</a>	STATE AID REIMB. BREAKFAST	0.00	0.00	0.00	15,687.00	-15,687.00
<a href="#">C 4190</a>	FEDERAL AID - LUNCH	0.00	0.00	0.00	125,491.00	-125,491.00
<a href="#">C 4191</a>	FEDERAL AID - BREAKFAST	0.00	0.00	0.00	21,350.00	-21,350.00
<b>C Totals:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>254,376.32</b>	<b>-254,376.32</b>
<a href="#">CM 2401</a>	SCHOLARSHIP FUND - INT & EARNINGS	0.00	0.00	0.00	7.26	-7.26
<b>CM Totals:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7.26</b>	<b>-7.26</b>
<a href="#">F 2401</a>	INTEREST & EARNINGS	0.00	0.00	0.00	657.78	-657.78

# VALLEY STREAM UFSD # 24

Revenue Status Report By Function From 7/1/2024 To 4/30/2025



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<a href="#">F 3289</a>	OTHER STATE AID	0.00	0.00	0.00	164,959.05	-164,959.05
<a href="#">F 3289.10.25.0409</a>	UPK STATE GRANT - 2024-25 - 5870-25-0409	428,878.00	0.00	428,878.00	214,439.00	214,439.00
<a href="#">F 4289.02.25.0032</a>	SEC 611 - 0032-25-0433 - 2024-2025	389,673.00	0.00	389,673.00	77,934.00	311,739.00
<a href="#">F 4289.03.25.0033</a>	SEC 619 - 0033-25-0433 - 2024-2025	21,575.00	0.00	21,575.00	4,315.00	17,260.00
<a href="#">F 4289.07.25.0021</a>	TITLE IA - 2024-25 - 0021-25-1565	154,515.00	0.00	154,515.00	30,903.00	123,612.00
<a href="#">F 4289.08.25.0147</a>	TITLE IIA - 2024-25 - 0147-25-1565	27,645.00	0.00	27,645.00	5,529.00	22,116.00
<a href="#">F 4289.09.25.0293</a>	TITLE IIIA ELL - 2024-25 - 0293-25-1565	17,724.00	0.00	17,724.00	3,544.00	14,180.00
<a href="#">F 4289.10.25.0149</a>	TITLE III A - IMM 0149-25-1565 2024-2025	24,743.00	0.00	24,743.00	4,948.00	19,795.00
<a href="#">F 4289.13.25.0204</a>	TITLE IV A - 2024-25 - 0204-25-1565	11,752.00	0.00	11,752.00	2,350.00	9,402.00
<a href="#">F 4289.80.21.5880</a>	ARP-ESSER - 2020-24 - 5880-21-1565	0.00	0.00	0.00	64,702.19	-64,702.19
<a href="#">F 4289.82.21.5882</a>	ARP-ESSER STATE RESERVES- SUMMER LEARNING & ENRICHMENT - 2020-24 - 5882-21- 1565	0.00	0.00	0.00	80,002.00	-80,002.00
<a href="#">F 4289.83.21.5883</a>	ARP-ESSER STATE RESERVES- COMPREHENSIVE AFTER SCHOOL - 2020-24 - 5883-21-1565	0.00	0.00	0.00	74,955.61	-74,955.61
<a href="#">F 4289.84.21.5884</a>	ARP-ESSER STATE RESERVES- LEARNING LOSS - 2020-24 - 5884-21-1565	0.00	0.00	0.00	130,690.28	-130,690.28
<b>F Totals:</b>		<b>1,076,505.00</b>	<b>0.00</b>	<b>1,076,505.00</b>	<b>859,928.91</b>	<b>216,576.09</b>
<a href="#">H 2401</a>	INTEREST & EARNINGS	0.00	0.00	0.00	77.07	-77.07
<a href="#">H 3297.DAS.NY</a>	STATE AIDE OTHER: DASNY GRANTS	0.00	500,000.00	500,000.00	0.00	500,000.00
<b>H Totals:</b>		<b>0.00</b>	<b>500,000.00</b>	<b>500,000.00</b>	<b>77.07</b>	<b>499,922.93</b>
<b>Grand Totals:</b>		<b>39,458,981.00</b>	<b>500,000.00</b>	<b>39,958,981.00</b>	<b>35,161,027.75</b>	<b>4,797,953.25</b>

# VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2024 - 4/30/2025



Account	Description	Debits	Credits
A 200G	NY CLASS	2,236,076.63	0.00
A 200H	METROPOLITAN COMMERCIAL BANK	5,673,861.18	0.00
A 203	CASH CHECKING-CHASE	5,163,685.86	0.00
A 204	CASH CHECKING-CHASE - TA	70,971.95	0.00
A 204A	CASH STUDENT DEPOSIT	5,947.70	0.00
A 204B	CASH - NET PAYROLL	6,104.01	0.00
A 250	TAXES RECEIVABLE	19,609,306.00	0.00
A 380	ACCOUNTS RECEIVABLE	1,534.50	0.00
A 391C	DUE FROM CAFETERIA FUND	411,425.53	0.00
A 391F	DUE FROM FEDERAL FUND	755,760.78	0.00
A 391H	DUE FROM CAPITAL FUND	78,000.00	0.00
A 440	DUE FROM OTHER GOVTS	12,482.12	0.00
A 510	ESTIMATED REVENUES	38,382,476.00	0.00
A 521	ENCUMBRANCES	9,741,212.06	0.00
A 522	APPROPRIATION EXPENSES	24,707,055.76	0.00
A 599	APPROPRIATED FUND BAL	1,114,343.26	0.00
A 600	ACCOUNTS PAYABLE	0.00	95,083.16
A 630	DUE TO OTHER FUNDS	0.00	15,642.93
A 630C	DUE TO CAFETERIA FUND	0.00	283,354.00
A 630F	DUE TO FEDERAL FUND	0.00	2,720.00
A 630H	DUE TO CAPITAL FUND	0.00	1,009,645.97
A 631	DUE TO HIGH SCHOOL DIST	0.00	11,619,089.94
A 632	DUE TO TEACHERS RETIREMT	0.00	139,179.16
A 688.3	OTHER LIABILITIES/AFLAC - SUPP. INSURANCE	0.00	2.50
A 691	DEFERRED REVENUE	0.00	1,534.50
A 718	STATE RETIREMENT	0.00	5,288.88
A 718.1	STATE RETIREMENT - ERS LOAN	0.00	2,708.00
A 718.3	STATE RETIREMENT - ERS ARREARS	0.00	1,197.47
A 720.1	GROUP INSURANCE - HOSPITALIZATION	0.00	5,219.02
A 720.2	GROUP INSURANCE - DENTAL	0.00	50.20
A 726	SOCIAL SECURITY TAXES	543.14	0.00
A 728	NYC INCOME TAX	528.00	0.00
A 729.10	EMPLOYEE ANNUITIES - METLIFE	0.00	480.00
A 738	STUDENT DEPOSITS	0.00	6,046.17
A 815	RESERVE FOR UNEMPLOYMENT	0.00	25,076.18
A 821	RESERVE FOR ENCUMBRANCES	0.00	9,741,212.06
A 827	RESERVE FOR STATE AND LOCAL RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	4,000,899.22
A 828	RESERVE FOR TEACHERS' RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	1,174,358.93
A 867	RES FOR ACCR LIAB & EMP BENE	0.00	1,346,601.73
A 878	CAPITAL RESERVE	0.00	2,266,825.36
A 909	FUND BALANCE	0.00	1,785,641.65
A 910	APPROPRIATED FUND BALANCE	0.00	900,000.00
A 960	APPROPRIATIONS	0.00	39,496,819.26
A 980	REVENUES	0.00	34,046,638.19

# VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2024 - 4/30/2025



Account	Description	Debits	Credits
<b>A Fund Totals:</b>		<b>107,971,314.48</b>	<b>107,971,314.48</b>
C 203	CASH CHECKING-CHASE	830.28	0.00
C 391	DUE FROM GENERAL FUND	298,354.00	0.00
C 521	ENCUMBRANCES	62,707.75	0.00
C 522	EXPENDITURES	348,022.60	0.00
C 599	APPROPRIATED FUND BALANCE	442,415.00	0.00
C 630	DUE TO OTHER FUNDS	0.00	411,425.53
C 691	DEFERRED REVENUE	0.00	25,808.27
C 821	RESERVE FOR ENCUMBRANCES	0.00	62,707.75
C 909	FUND BALANCE, UNRESERVED	44,403.24	0.00
C 960	APPROPRIATIONS	0.00	442,415.00
C 980	REVENUES	0.00	254,376.32
<b>C Fund Totals:</b>		<b>1,196,732.87</b>	<b>1,196,732.87</b>
CM 200.1	CASH - SCHOLARSHIP CHECKING	394.25	0.00
CM 391	Due From Other Funds	642.93	0.00
CM 899	OTHER RESTRICTED FUND BALANCE	0.00	1,029.92
CM 980	Revenues	0.00	7.26
<b>CM Fund Totals:</b>		<b>1,037.18</b>	<b>1,037.18</b>
F 203	CASH CHECKING-CHASE	63.36	0.00
F 391	DUE FROM GENERAL FUND	2,720.00	0.00
F 410	STATE & FEDERAL AID RECEIVABLE	157,779.44	0.00
F 510	ESTIMATED REVENUE	1,076,505.00	0.00
F 521	ENCUMBRANCES	412,403.07	0.00
F 522	EXPENDITURES	1,478,276.37	0.00
F 599	APPROPRIATED FUND BALANCE	925,443.83	0.00
F 600	ACCOUNTS PAYABLE	0.00	3,361.20
F 630	DUE TO GENERAL FUND	0.00	755,548.83
F 691	COLLECTIONS IN ADVANCE	0.00	20,000.00
F 821	RESERVE FOR ENCUMBRANCES	0.00	412,403.07
F 909	FUND BALANCE, UNRESERVED	0.00	0.23
F 960	APPROPRIATIONS	0.00	2,001,948.83
F 980	REVENUES	0.00	859,928.91
<b>F Fund Totals:</b>		<b>4,053,191.07</b>	<b>4,053,191.07</b>
H 203	CASH CHECKING-CHASE	143.66	0.00
H 391	DUE FROM GENERAL FUND	1,009,434.02	0.00
H 410	STATE & FEDERAL AID RECEIVABLE	677,007.00	0.00
H 510	ESTIMATED REVENUE	500,000.00	0.00
H 521	ENCUMBRANCES	570,573.90	0.00
H 522	EXPENDITURES	80,752.41	0.00
H 599	APPROPRIATED FUND BALANCE	1,756,204.54	0.00
H 630	DUE TO GENERAL FUND	0.00	78,000.00
H 691	DEFERRED INFLOWS OF RESOURCES / BOND PREMIUM	0.00	677,006.96
H 692	COLLECTIONS IN ADVANCE	0.00	90.00
H 821	RESERVE FOR ENCUMBRANCES	0.00	570,573.90
H 878	RESTRICTED/CAPITAL RESERVE	0.00	1,650,000.00
H 909	FUND BALANCE, UNRESERVED	637,836.94	0.00



Account	Description	Debits	Credits
H 960	APPROPRIATIONS	0.00	2,256,204.54
H 980	REVENUES	0.00	77.07
H Fund Totals:		5,231,952.47	5,231,952.47
Grand Totals:		118,454,228.07	118,454,228.07



May 31, 2025

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

Board of Education:

During our claims audit procedures conducted in May 2025, we reviewed approximately 196 claims, which totaled \$4,865,666.09, and have noted no findings. We have approved these claims for payment and release, as they were valid claims against the District.

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

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

Sincerely,

*Cerini & Associates LLP*

Cerini & Associates, LLP  
Claims Auditors

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

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

Warrant Number	Fund	Beg Check Number	End Check Number	Number of Claims on Warrant	Approved Number of Claims	Approved Amount
78	A	7433	7434	2	2	\$ 4,057.85
79	A	7435	7465	54	54	\$ 729,507.26
			Wires			
80	A	1075	1075	1	1	\$ 46.00
82	A	7466	7468	3	3	\$ 5,409.62
83	A	7469	7469	1	1	\$ 629.38
84	A	7470	7498	56	56	\$ 698,160.15
			Wires			
85	A	7499	7511	13	13	\$ 3,115.00
87	A	7512	7512	1	1	\$ 2,028.06
81	A		Wire	1	1	\$ 932,501.05
86	A		Wire	1	1	\$ 1,199,219.80
13	C	1335	1335	1	1	\$ 33,257.10
25	F	1418	1418	2	2	\$ 20,571.35
			Wire			
26	F	1419	1419	2	2	\$ 22,840.40
			Wire			
13	H	1117	1119	3	3	\$ 58,958.87
14	H	1120	1121	2	2	\$ 144,159.55
42	T	2095	2098	4	4	\$ 3,871.37 *
44	T	2109	2118	10	10	\$ 378,831.03
43	T		Wires	20	20	\$ 307,643.07
45	T		Wires	19	19	\$ 320,859.18
			<b>Totals</b>	<b>196</b>	<b>196</b>	<b>\$ 4,865,666.09</b>

Checks 2099-2108 were voided by the District and immediately reissued  
\* due to a printing error.

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

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

*Cerini & Associates LLP*

\_\_\_\_\_  
Claims Auditor  
Cerini & Associates,  
LLP



# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

## USE OF SCHOOL FACILITIES

## Policy 1108

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The Board of Education believes that the school buildings and grounds are maintained primarily for the education and recreation of the school children of the School District, and no use shall be made of the buildings or grounds that would interfere with or disrupt their most effective use for the benefit of the school children. However, the Board of Education also recognizes that the buildings and grounds are a valuable community resource and believes that this resource should be available to the community for specific uses that will not interfere with educational activities. School and non-school based organizations, which are not commercial groups, may use school buildings and grounds for meeting when the facilities are available. In the event any such use will cause the School District to incur costs as a result of such use, the outside organization will be required to reimburse the School District for such costs. The School District reserves the right to deny the use of its facilities for nondiscriminatory reasons.

Such use may take place during school hours only if, in the opinion of the Board of Education, the use will not be disruptive of normal school operations. All such uses should pertain to the general welfare of the school and/or community, in compliance with Educational Law. Any such use, however, shall not be deemed an endorsement of the activity or purpose for which the facilities are used.

A master calendar of approved uses of all School District buildings and grounds by outside organizations or individuals shall be kept by the Superintendent of Schools or designee to avoid conflicts in the scheduling of the use of a room(s) on the date(s) and/or hour(s) requested by outside organizations or individuals.

The conditions and restrictions set forth in this policy shall apply to the issuance of permission to utilize School District facilities (both indoor and outdoor).

The School District reserves the right to charge a fee for the use of its facilities in a manner consistent with law. Non-community groups will be charged for custodial overtime, security *and* utilities if necessary. All groups will be responsible to pay for any costs incurred by the School District for any repair and/or replacement of School District facilities or property due to damage caused by the group's usage. For-profit groups will be required to enter into a lease agreement for the use of the School District's facilities.

### **Permitted Uses**

School District facilities may be used for purposes set forth in Education Law Section 414, subject to the conditions and restrictions set forth in this policy.

### **Prohibited uses**

Any use not permitted by this policy is prohibited. In addition, the following uses are specifically prohibited:

- A. Meetings sponsored by political organizations.

- B. Meetings, entertainments and occasions that are under the exclusive control of and the proceeds are to be applied for the benefit of a society, association or organization or a religious sect or denomination or of a fraternal, secret or exclusive society or organization, other than veterans' organizations or volunteer fire fighters or volunteer ambulance workers.
- C. Any purpose that will in any way interfere with the use of school buildings, grounds, or other school property by the school.

Any use of school facilities for school-related activities will be scheduled through the Building Principal who in turn will notify the Business Office at least seven (7) days before the event. Any use of school facilities outside the regular school week or for other than school activities will be scheduled through the Business office. The School District Application form is to be completed for this purpose.

**Application Requirements**

Applications should be submitted at least thirty (30) days in advance of the date(s) desired and shall be accompanied by written documentation providing the following information and/or establishing compliance with the following:

1. 75% of the participants must be School District or Valley Stream residents. The applicant shall provide the School District with a roster of participants, which roster includes the name(s) and addresses of the participants.
2. The applicant shall provide the School District with evidence that it is a not for profit organization or a municipality within the School District. Individual coaches employed by the School District shall not be permitted to run clinics on school grounds, with or without compensation outside of the coach's responsibilities as a coach appointed by the School District for a coaching position.
3. Applicants who request the use of facilities on an ongoing basis during the year may submit an application to be pre-approved as a group meeting the requirements of the within policy. Said application must be submitted to the School District prior to September 1<sup>st</sup> of each year. A supplemental application must be filed in connection with the request for use of the School District's facilities on specified days during the year.
4. The individual completing the application on behalf of the organization shall be authorized by the group or entity seeking permission and shall be a School District resident, a member of the staff of the organization, or a member of the staff employed by the School District with their residence address provided.
5. The number of anticipated participants, participation/admission and all other fee(s) to be charged and total income to be derived shall be provided when requested.
6. All anticipated expenses of the use, including but not limited to charges, fees, commissions and salaries to be paid and equipment or supplies to be purchased, including the identity of all anticipated payees shall be provided when requested.
7. The manner in which any surplus of receipts over expenses shall be indicated. The School District reserves the right to require certified statement(s) of the foregoing as part of

submission of after-event reconciliation. Entities shall not be permitted to make a profit in connection with its use of facilities pursuant to this policy.

8. The applicant shall describe the responsibility for and means by which it proposes to provide security, crowd and litter control and pick-up.
9. The request for the use of the School District's facilities must be approved by the Building Principal, if applicable, and the Superintendent of Schools or designee.
10. The applicant may not transfer its use of facilities permit to any other entity.
11. The applicant must follow the School District's emergency evacuation plan.
12. Evidence of the insurance requirements set forth below must be submitted to the School District at least ten (10) days before the date of the requested use.
13. Applicants will be required to sign a hold harmless agreement in favor of the School District in a form prescribed by the School District.
14. Copies of the completed forms shall be available for inspection in the Business Office during regular hours.
15. Applications for the use of the School District's facilities may only be made in connection with the use of the School District's facilities during the following hours:

Monday – Friday:	when school is not in session until 9:00 pm
Saturday:	8:00 am to dusk
Sunday:	8:00 am to dusk

16. The Superintendent of Schools or designee shall have the right to request additional information from the applicant in their discretion.
17. The School District reserves the right to cancel any approved use of its facilities in the event of scheduling conflicts.

Applications for the use of the School District's facilities will not be approved if:

1. The application is made for personal use. An individual not representing a participating organization or group will be denied use of facilities.
2. The requesting organization does not abide by Board of Education policies, rules and regulations applicable to its use.
3. The use results in disruption or public disorder.
4. The organization has previously failed to comply with the terms and conditions of a previous permit and/or has violated the law.

Recognized collective bargaining units may use school facilities to conduct meetings as specified in the collective bargaining agreement(s).

Unless the Superintendent of Schools or designee is satisfied that the proposed activity on school premises will be adequately supervised, that the applicant will see to the proper conduct of such activity, and that the applicant may be held responsible for any damage which the activity may cause to school property, no permit will be issued for any use that is contrary to the provisions of Education Law Section 414. Scheduling events in advance will ensure that the space requested is available and not given to outside groups.

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**Requirements for Use of School District Facilities**

In the event the use of one of the School District's facilities is approved, the applicant shall adhere to the following requirements:

1. The determination of the Superintendent of Schools or designee as to necessary security, custodial and/or other staffing requirements and cost(s) of additional heat and/or other services shall be final. Charges for custodial, maintenance, security, electrical, cafeteria, parking services, crowd control, refuse cleanup and disposal, and other personnel costs, if any, will be in addition to the basic fees for facilities.
2. The approval of the use is conditioned upon the continued availability of the facility for the date and time requested; and will be automatically canceled (unless otherwise provided) if the School District is closed on account of inclement weather or other emergency.
3. The Applicant may not subcontract for services on School District property without advance written approval of the School District. Any outside group hired by the applicant must fill out their own application and include insurance and endorsements as required herein of the applicant.
4. The organization will provide an adult volunteer (must be at least 21 years of age) to monitor the entrance of the facility. The volunteer is responsible for admitting only authorized individuals into the building and must remain at their post for the duration of the time slot authorized for the organization's use.
5. Any organization with participating individuals under the age of eighteen (18) must ensure that adult supervision is present at all times. An adult associated with the organization/individual to whom a permit has been issued must ensure that participants under the age of 18 have been dismissed to the proper caregiver at the conclusion of the use.
6. The organization shall be required to pay for all vandalism, losses, and damage for which they may be directly or indirectly responsible.
7. The organization shall conform to the approved uses. The use of School District facilities shall be restricted solely to that for which permission was granted, and no other.
8. Accidents shall be reported to School District administration as soon as possible and no later than the close of the following business day.
9. The organization shall not permit vehicles to be illegally operated or parked. Violators are subject to being issued a traffic summons by the police. Motor vehicles shall not be permitted to be operated on any School District athletic field.
10. Pyrotechnic devices and drones shall not be permitted on School District property at any time.
11. Fencing, shelters, sanitary facilities, cooking facilities (including barbeques or other sources of heat) and any other temporary structure or installation, shall not be used on School District property without prior permission.
12. During the approved activity, the organization shall present the permit for verification upon request by School District staff.
13. The use of the facility(ies) by the organization shall in no way interfere with the School District's normal operations of schools, cleaning schedules, or repair work.

14. The organization shall not permit smoking, use of ecigarettes, personal vaporizers (nicotine and non-nicotine based) and all other tobacco/nicotine use, which uses are prohibited on School District grounds and in School District facilities.
15. The permit issued shall be subject to immediate cancellation by the Superintendent of Schools or designee in the event the applicant authorizes, condones or suffers unsafe conditions or activities in connection with its use, fails to comply with the terms of this policy, uses School District equipment without authority, leaves the premises in an unsafe or unclean condition, or fails to prevent vandalism to School District property.
16. Within thirty (30) days of completion of the program for which permission to utilize School District facilities has been granted, the applicant shall provide additional documentation reflecting actual fees and expenses previously anticipated.
17. There shall be no gambling or use, possession, sale or distribution of alcohol or controlled substances at any time in the school buildings or on school property.
18. Exhibits, posters, or materials shall not be displayed on school property without prior approval of the Building Principal.
19. Masking tape, scotch tape, and similar materials shall not be used to affix materials to any school equipment.
20. Sneakers/gym shoes must be worn when sports or games are conducted on the gymnasium floors.
21. Only authorized personnel shall operate School District equipment.
22. It is the applicant's responsibility to make sure that the facilities are left in proper condition. Any equipment moved should be returned to its proper place. In the event the School District incurs costs to clean the facilities as a result of the applicant's failure to leave the facilities in proper condition, those costs will be charged to the applicant.
- 23. All school activities will take precedence over non-school activities.**
24. The School District must have free access to the school buildings at all times and the right to revoke a permit at any time.
25. Responsibility for preservation of order and safety must be assured by the applicant.
26. Where a large assemblage is expected, the applicant should arrange for adequate police and fire protection. If the Superintendent of Schools determines that the number of participants is too large to properly secure the facility, the Superintendent of Schools has the right to revoke the permit issued.
27. Permits are non-transferable and no holder of any permit may sublet any part of the building or grounds specified in the permit.
28. "Student Activity Organizations" (excepting for dances or when admission fees are charged) will not normally be charged for custodial services, except for weekends and holidays. If supervision of Student Activity Organizations is not adequate, permission for use of facilities will be terminated.
29. The Superintendent of Schools or designee reserves the right to either charge, waive charges for meetings, entertainment and occasions where admission fees are charged in those instances where it is established that proceeds thereof will be expended for an educational or charitable purpose. Substantiated financial reports may be requested within thirty (30) days after the event is concluded. Custodial services charges shall be paid for at the regular overtime rate, whether fees for use of building are imposed or waived.

30. If for any reason it is not possible for a group to meet in the evening for which the building has been reserved, notice must be given to the Superintendent of Schools or designee at least one (1) day in advance.
31. Movie projectors may be used under the following conditions. The permittee shall supply all necessary equipment except the moving picture screen. Only motion picture films of the safety or non-flammable type will be permitted, and no film larger than 16 mm will be permitted.
32. No flags other than the National or State Colors will be displayed at any time on the buildings or grounds or within the buildings except with the written permission of the Superintendent of Schools or designee.
33. Application for holding social, civic and recreational meetings and entertainments, and other uses pertaining to welfare of the community, shall contain representation by applicant that such meetings, entertainment and uses shall be non-exclusive and shall be open to the general public. The cost of all materials and labor required for preparation of the fields, as desired, shall be paid for by organizations.
34. Putting up decorations, scenery or moving equipment is prohibited unless special permission is given by the Superintendent of Schools or designee.
35. No substance (wax, paraffin, etc.) may be put upon the floors under any circumstances.
36. The organization and its members will review this policy and be familiar with all rules and restrictions pertaining to use of School District's facilities.
37. The organization, along with the School District, will ensure that the perimeter of the facility remains secure and will notify the Director of Facilities immediately of any issues that may arise.
38. The organization will ensure that all doors are to remain locked and closed during its approved time slot for the use of the facility. Doors must not be propped open at any time and will be locked upon exit.
39. The organization will be responsible for the conduct of both participants and spectators. Underage participants must be supervised at all times.
40. The organization will safeguard the School District's property and make sure that all water bottles and any other refuse are disposed of properly and leave the facility in the condition in which it was found. The cost of any additional cleanup or repair of any damage will be billed to the organization.
41. Prior to the start of the event, an announcement should be made regarding emergency evacuation procedures. For example: pointing out posted procedures, directions for existing, how to respond to a fire alarm, etc.

**Use of School District Athletic Facilities and Athletic Fields**

In addition to the aforementioned conditions and restrictions set forth throughout this policy, the following shall apply to the use of the School District's athletic facilities and athletic fields.

As a general matter, non-School District teams are not permitted to use the School District's athletic facilities and athletic fields. However, athletic facilities and athletic fields may be used by non-School-District teams when special permission is granted by the Superintendent of Schools or designee. Such permission is contingent upon full compliance with this policy,

# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

## USE OF SCHOOL FACILITIES

## Policy 1108

including obtaining insurance coverage and the execution of an indemnification and hold harmless agreement.

In the event any of the gymnasiums are authorized for use pursuant to this policy, the applicant must adhere to the School District's policy and practice concerning the proper use of the gymnasium.

Special additional rules for the use of the gymnasium for other than athletic activities are as follows:

- a. Modifications may not be made to school property.
- b. Modifications may not be made to any electrical panel.
- c. Modifications may not be made to any emergency equipment including exit lights, fire alarms and horns.
- d. Screws, nails, bolts or any other type of penetrating fasteners may not be used on any school property (however, certain fasteners or adhesives may be used with prior approval from the Director of Facilities).
- e. Heavy equipment such as forklifts, genies, etc., may not be used.
- f. All trash/rubbish removal is the responsibility of the permittee and must be removed in a timely manner.

Organizations which receive approval for the use of athletic facilities and athletic fields are responsible for maintaining and supplying their own equipment. The School District reserves the right to revoke a permit if the organization fails to maintain safe conditions during its use of the athletic facilities and fields.

### Insurance and Hold Harmless

Any outside organization or group making use of school facilities ~~will be required to~~ should - obtain at their own expense insurance coverage which complies with the requirements set forth by the School District's insurance carrier. A copy of the current requirements are attached as Exhibit 1108-E. following:

The applicant shall not be considered "approved" until the entity has obtained ~~all insurance required under these specifications~~ and such insurance and deductibles or retentions have been approved by the School District. The cost of such insurance shall be completely borne by the applicant.

The School District is not responsible for any loss or damage whatsoever to property of applicant.

The School District reserves the right to require increased or decreased limits or ~~additional~~ alter coverages at its sole discretion.

# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

## USE OF SCHOOL FACILITIES

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Cross-ref:      0100 Equal Opportunity  
                 0110 Prohibition Against Sexual Harassment  
                 5131 Code of Conduct  
                 6117 Display of the Flag

Ref:              Education Law § 414

Adoption Date:      December 15, 2020

Revised:              May 14, 2025

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Exhibit 1108-E

1. Insurance coverage shall be provided by an insurance company licensed as an “admitted carrier” by the New York State Insurance Department. Carrier must have an A.M. Best rating of not less than A- VIII.
2. Insurance coverage shall be evidenced by a Certificate of Insurance in a form acceptable to the School District. Insurance coverage shall name the School District as an additional insured and provide primary coverage on a non-contributory basis that is not in excess of any insurance coverage which the School District may carry.
3. Applicant or applicant’s agent shall provide the School District with at least a thirty (30) day Notice of Cancellation, Notice of Non-renewal or reduction of coverage, except where cancellation is for non-payment of premium, then ten (10) days prior notice shall be given. The insuring company shall not be released from liability or obligation. **In the event the School District receives notice of cancellation of the applicant’s insurance coverage, the applicant’s permit for the use of facilities shall be deemed revoked immediately.**
4. The School District, its Board of Education, its officers, agents, employees, authorized volunteers and committee members shall be held harmless against and named as Additional Insureds to all policies, other than Workers’ Compensation. Evidence of this extension shall be by signed endorsement CG2026 04 13, or its equivalent, to the policy, such endorsement to be submitted with the applicable Certificate of Insurance. The Certificate of Insurance and Additional Insured endorsement must be submitted prior to approval of each event or activity. Mere recitation of the additional insured interest on the Certificate is not acceptable and Blanket Additional Insured by Contract is not acceptable.
5. **Minimum Scope of Insurance:** Coverage shall be obtained, and maintained throughout the life of the facilities use, as follows:
  - a. **COMMERCIAL GENERAL LIABILITY**
    - 1) Form: Commercial General Liability, including but not limited to: Premises and Operations, Independent Contractors, Products and Completed Operation, CGL Broad Form Endorsement, Personal Injury, Contractual Liability.
    - 2) Limits: \$1,000,000 per occurrence for a Combined Single Limit for bodily injury and property damage liability with at least \$2,000,000 aggregate limit. Coverage shall include specific grant of coverage for Sexual Misconduct Liability and shall be so stated on the Certificate of Insurance, whenever the event(s) involve(s) minors.
  - b. **AUTOMOBILE LIABILITY** – if applicable, automobile liability with a

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minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage must be maintained.

- c. WORKERS' COMPENSATION and EMPLOYERS LIABILITY - if applicable, Workers' Compensation and Employers Liability must be provided for all employees, hired employees, and volunteers, in all states where operations will be performed. Statutory limits as required by the State of New York or any State or Federal Act having jurisdiction over the location or operations being performed must be maintained and Employers Liability limits of at least \$1,000,000 must be maintained.
- d. PROFESSIONAL LIABILITY - if applicable, Professional Liability covering all professional services performed and covering all wrongful acts with a minimum limit of \$1,000,000 each wrongful act/aggregate must be maintained.
- e. EXCESS LIABILITY

Form: Follow Form. Policies shall be in force concurrently with the primary insurance policy, have the same expiration date, and provide coverage as broad as the primary policy, with a "drop down" provision.  
Limits:

\$1,000,000 per occurrence/aggregate. (Low Risk - no athletics)  
\$5,000,000 per occurrence/aggregate (Moderate Risk - including athletics)  
\$10,000,000 per occurrence/aggregate or greater. (High Risk)

Any deductibles or self-insured retentions must be declared to, and approved by the School District. The deductible and/or self-insured retention of the policies shall not limit or apply to the applicant's liability to the School District and shall be the sole responsibility of the applicant.

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

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

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

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

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

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

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

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

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

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

**Collateralizing of Deposits**

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

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

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

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

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

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

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

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

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

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

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

### **Designation of Depositories**

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

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

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

### Purchase of Investments

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

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

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

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

### Repurchase Agreements

Repurchase agreements are authorized subject to the following restrictions:

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

# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

## INVESTMENTS

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

### Written Contracts

Written contracts are required for the purchase of all certificates of deposit, custodial undertakings and Repurchase Agreements. With respect to the purchase of direct obligations of U.S., New York State, or other governmental entities in which monies may be invested, the interests of the school district will be adequately protected by conditioning payment on the physical delivery of purchased securities to the school district or custodian, or in the case of book-entry transactions, on the crediting of purchased securities to the Custodian's Federal Reserve System account. All purchases will be confirmed promptly in writing to the school district.

The written contract shall stipulate that only obligations of the United States may be purchased and that the District shall make payment upon delivery of the securities or the appropriate book-entry of the purchased securities. No specific repurchase agreement will be entered into unless a master repurchase agreement has been executed between the school district and the trading partners. While the term of the master repurchase agreement may be for a reasonable length of time, a specific repurchase agreement will not exceed thirty (30) days.

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

Cross-ref:

Ref: Education Law §1709  
General Municipal Law §§10, 11, [39, Article 5-G119-e](#)

Adoption date: February 26, 2020

Revised: April 20, 2021

Revised: June 5, 2024

Revised:





# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

## PETTY CASH/PETTY CASH ACCOUNTS

POLICY 3300

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

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

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

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

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

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

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

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

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

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

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

**PETTY CASH/PETTY CASH ACCOUNTS**

**POLICY 3300**

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3301 Purchasing

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

Adoption Date: January 23, 2019

Revised: April 20, 2021

Revised: June 5, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

## PURCHASING

## Policy 3301

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

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

### Procedures for Procurement of Goods and Services

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

#### *I. Definitions*

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

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

#### *II. General Municipal Law*

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

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

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

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

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

Law);

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

**III. *Competitive Bidding Required***

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

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

**B. *Contract Combining Professional Services and Purchase***

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

**C. *Opening and Recording Bids; Awarding Contracts***

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

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



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

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

*D. Documentation of Competitive Bids*

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

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

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

**IV. Quotes When Competitive Bidding Not Required**

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

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

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

A. *Methods of Documentation*

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

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

3. Requests for Proposals (RFP): The School District will prepare a well-planned RFP which will contain critical details of the goods/services, procurement, including the methods which it will use in selecting the service. The School District will consider the following factors in developing its RFP:
  - the special knowledge or expertise of the professional or consultant service;
  - the quality of the service to be provided;
  - the staffing of the service; and
  - the suitability for the School District's needs.
- The School District may locate prospective qualified firms by:
  - advertising in trade journals;
  - checking listings of professionals; and/or
  - making inquiries of other districts or other appropriate sources.

## 4. Procurement of Professional Services:

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

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

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

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

1. *District-Wide Purchase Contracts below \$20,000 (including service contracts for work not covered by Article 8 of the Labor Law)*

a. **Less than \$100.00:** No quote required.

b. **\$101 - \$2,000:** One verbal quote. Documentation must be attached to Purchase Order.

c. **\$2,001 - \$4,000:** Three verbal quotes to include all vendor discounts and fees. Documentation must be attached to Purchase Order.

d. **\$4,001 - \$19,999:** A minimum of three written quotes, to include all vendor discounts and fees. Documentation must be attached to Purchase Order.

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

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

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

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

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

Payment to vendors will not be processed without certified payroll.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. when the School District purchases through contracts of (or "piggybacks" onto) other governmental entities, as authorized by law, for certain goods and services permitted by law. Factors relevant to the decision to "piggyback" may include cost, staff time, delivery arrangements, quality of goods and services, and suitability of such goods and services to the District's needs.

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

Documentation: The School District will maintain written documentation ~~of the New York State Office of General Services contract award, including the OGS award number and date.~~indicating why piggybacking is in the best interest of the District, contact number and name of governmental agency, copies of the original contract, and that the original contract was let in a manner consistent with applicable bidding requirements.

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

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

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

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

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

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

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

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

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

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

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

~~10.7.~~ when the School District procures professional services or services requiring special or technical skills, training, or expertise, such as: legal and medical services; property appraisals; engineers and architects; investment management; auditing; and claims management. The Board of Education may solicit requests for proposals if it is in the best interest of the School District.

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

~~11.8.~~ when the School District purchases certain food and milk items exempt from bidding as indicated under General Municipal Law section 103(9) and (10).

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

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

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

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

~~Documentation: shall include name of governmental agency.~~

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

~~Documentation: shall include all related data.~~

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

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

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

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

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



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

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

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

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

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

**VI. *Internal Control***

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

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

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

**VII. *Standardization***

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

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

**VIII. *Notice to Vendors***

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

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

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

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

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

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

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

***X. Energy Efficient Purchasing***

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

***XI. Purchase Orders***

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

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

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

***XII. Ethics of Purchasing***

Code of Ethics for School Purchasing Officials:

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

***XIII. Prohibited Interests***

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

***XIV. Annual Review***

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

*XV. Unintentional Failure to Comply*

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

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

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

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Revised:

**I. Introduction**

The Board of Education is committed to providing a safe and orderly school environment where students may receive, and School District personnel may deliver quality educational services without disruption or interference. Responsible behavior by students, teachers, other School District personnel, person(s) in parental relation to student(s) and other visitors is essential to achieving this goal.

The School District has a long-standing set of expectations for conduct on school property and at school functions. These expectations are based on the principles of civility, mutual respect, citizenship, character, tolerance, honesty and integrity.

The Board of Education recognizes the need to clearly define these expectations for acceptable conduct on school property, to identify the possible consequences of unacceptable conduct, and to ensure that discipline, when necessary, is administered promptly and fairly. To this end, the Board of Education adopts this Code of Character, Conduct and Support ("Code").

Unless otherwise indicated, the Code applies to all students, school personnel, person(s) in parental relation to student(s), and other visitors when on school property or attending a school function.

**II. Definitions**

For purposes of the Code, the following definitions apply:

"Academic misconduct" means an action or attempted action that may result in creating an unfair academic advantage for oneself or an unfair academic advantage or disadvantage for any other member or members of the academic community.

"Alcohol" means possessing, consuming, or being under the influence of alcohol on School District properties, at School District functions, athletic activities, and while on trips.

"Bullying" means repeated, unwanted, mean or aggressive behavior toward another person to show you have power over them or to make them feel bad about themselves.

"Bus misconduct" means behavior by a student which is detrimental to the safe operation of the school bus.

"Cyberbullying" means harassment through any form of electronic communication including, but not limited to, instant messaging, e-mail, websites, chat rooms, social media and text messaging.

"Dangerous instrument/weapon" means possession, and/or threat, and/or use of knives, guns (real or look alike), or other objects readily capable of causing bodily harm.

“Defamation” means making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them.

“Discrimination” means the act of denying rights, benefits, justice, equitable treatment or access to facilities available to all others, to an individual or group of people because of the group, class or category to which that person belongs.

“Defiance/disrespect” means refusal to follow directions, talking back, and/or socially rude interactions.

“Detention: Failure to attend” means failure to report to or be present in a designated classroom/area during the time a student is assigned detention.

“Disruptive behavior” means behavior that hampers or interferes with instruction, learning, or disrupts the daily activities of the school environment.

"Disruptive student" means an elementary student under the age of twenty-one (21) who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.

“Drug paraphernalia” means possession of any equipment, product, accessory, or material that is intended or modified for making, using, concealing, or distributing drugs for recreational purposes.

“Drugs” means possessing, consuming, or being under the influence of an illegal substance which causes a physiological change in the body on School District properties, at School District functions, athletic activities, and while on trips.

“Electronic device misuse” means technology use that is unauthorized, that threatens, humiliates, harasses, or intimidates school-related individuals, disrupts the educational process, and/or violates local, state, or federal law.

“Endangering health, safety/welfare of others” means conduct that compromises the safety, physical, mental health or welfare of self and/or others.

“Failure to follow prescribed schedule” means failure of student to be in designated area without express authorization.

“Fighting” means committing an act of aggressive physical contact towards another person.

“Gambling” means accepting, recording, or registering of bets, or carrying on a game, or any other lottery, or playing any game of chance, for money, or other thing of value.

"Gender" means actual or perceived sex and shall include a person's gender identity or expression.

"Gender expression" is the manner in which a person represents or expresses gender to others, often through behavior, clothing, hairstyle, activities, voice or mannerisms.

"Gender identity" is one's self-conception as being male or female, as distinguished from actual biological sex or sex assigned at birth.

"Harassment" means the creation of a hostile environment by conduct or by threats, intimidation or abuse, including cyberbullying, that (a) has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities, or benefits, or mental emotional or physical well-being; (b) reasonably causes or would reasonably be expected to cause a student to fear for the student's physical safety; (c) reasonably causes or would reasonably be expected to cause physical injury or emotional harm to a student; or (d) occurs off school property and creates or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property. The harassing behavior may be based on any characteristic, including, but not limited to, a person's actual or perceived:

- Race;
- Color;
- Weight;
- National origin;
- Ethnic group;
- Religion;
- Religious practice;
- Disability;
- Sex;
- Reproductive health decisions;
- Sexual orientation; or
- Gender (including gender identity and expression).

"Hazing" means – an induction, initiation or membership process involving harassment which produces public humiliation, physical or emotional discomfort, bodily injury or public ridicule or creates a situation where public humiliation, physical or emotional discomfort, bodily injury or public ridicule exists.

"Inappropriate language/gestures" means words or gestures that are profane, vulgar, discriminatory or otherwise construed as socially offensive or harassing.

"Inappropriate physical contact" means behavior which infringes on the personal space and movement of others, is offensive, suggestive, or results in bodily injury.

"Intimidation" means conduct that makes others uncomfortable or fearful; compelling or deterring others by threat(s).

"Lateness to school/class" means failure to arrive at school/class at the designated time, without legal or proper excuse.

"Leaving school grounds" means failing to remain on school grounds, at any point after arrival, without authorization.

"Menacing" means actions that would be construed as threatening, harmful, or injurious to others.

"Person(s) in parental relation" shall mean a person(s) in parental relation to another individual including the individual's father or mother, by birth or adoption, step-father or step-mother, legally appointed guardian, or custodian.

"Property loss/theft" means possession of, transfer of, or being responsible for removing someone else's property, without that person's permission.

"Restorative interventions" means restorative circles for teaching and conflict resolution, including conferences that bring those impacted by a conflict together to address wrongdoing.

"Restorative practices" means actions that promote inclusiveness, relationship-building and problem-solving through restorative methods. An alternative to consequences, restorative practices encourage students to reflect on and take responsibility for their actions and develop plans to repair harm.

"School" means a public school district, board of cooperative educational services, charter school, State-operated and State-supported school, in-state and out-of-state private residential or nonresidential school for the education of students with disabilities, State-administered Prekindergarten (Pre-K) program directly operated by a school district, board of cooperative educational services, or an eligible agency.

"School Bus" means every motor vehicle owned by a public or governmental agency or private school and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities.

"School District property" means property in or within any School District building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of the School District.

"School District function" means any school-sponsored extra-curricular event or activity.



"Smoking/vaping" means possessing, using, selling, distributing, or exchanging tobacco products, e-cigarettes, vaporizers, liquid nicotine, and/or smoking paraphernalia on School District properties, at School District functions, athletic activities, and while on trips.

"Social media misuse" means social media use that is unauthorized, that threatens, humiliates, harasses, or intimidates school-related individuals, disrupts the educational process, and/or violates local, state, or federal law.

"Trespassing" means entering or remaining on School District grounds, School District transportation, or at a School District sponsored event on/off School District grounds, without authorization.

"Vandalism/property damage" means destruction of, or damage to, school or personal property of a student, teacher, administrator, or other School District employee, or any person lawfully on school property or attending a school function.

"Violent student" means a student under the age of twenty-one (21) who:

1. Commits an act of violence upon a school employee, or attempts to do so;
2. Commits, while on school property or at a school function, an act of violence upon another student or any other person lawfully on school property or at School District functions, or attempts to do so;
3. Possesses, while on School District property or at a School District function, a weapon;
4. Displays, while on School District property or at a School District function, what appears to be a weapon;
5. Threatens, while on School District property or at a School District function, to use a weapon;
6. Knowingly and intentionally damages or destroys the personal property of any School District employee or any person lawfully on School District property or at a School District function; and
7. Knowingly and intentionally damages or destroys School District property.

"Weapon" means a rifle, shotgun, pistol, revolver, firearm, knife, device, instrument, material or substance, animate or inanimate, that is used for or is readily capable of causing death or serious bodily injury.

### **Core Principles That Guide Character, Conduct and Support**

The goal of the Code is to ensure all students' right to an education in a safe, civil, caring, and supportive learning environment. It is based upon the laws, regulations, and policies that create access to education for all while protecting the due process rights of the individual. The Code recognizes that schools are public places that must balance individual rights with civic obligations and the responsibilities that make it possible to live in a free, open and democratic society. The

Code serves as a guide to good citizenship and provides the tools for helping students to understand and appreciate the norms of behavior within the school culture.

Effective and engaging instruction and positive behavioral supports are the foundations of a positive school climate. School teachers, administrators, and other staff are encouraged to set high expectations for student success, build positive relationships with students, as well as teach and model appropriate behaviors for success. Modeling respectful, positive behavior is especially critical during disciplinary interventions. All adults, teachers, building principals, administrators, school staff, person(s) in parental relation to student(s), and the larger community have an obligation to help students become citizens who lead productive lives by modeling positive behaviors and cultivating those behaviors in students.

Student discipline and support policies and practices will be implemented in a manner which is caring and equitable, respectful, and based on trust among administration, staff, students, and families. In addition, student discipline and support policies and practices will hold all individuals accountable and, wherever possible, be restorative and solutions based. This will help students:

- learn from their mistakes;
- understand why their behavior was unacceptable;
- acknowledge the harm their behavior caused or the negative impact of their actions;
- understand what they could have done differently;
- take responsibility for their actions;
- learn strategies that promote positive interactions; and
- understand that further consequences and/or interventions will be implemented if their unacceptable behavior persists.

The following principles form the foundation for creating safe, civil, caring, supportive and accomplished learning environments.

- The School District's social and emotional learning vision aims to create collaborative school environments built on positive and supportive relationships and a growth mindset, where students and staff feel safe, valued, respected, and encouraged to be curious, take risks, and learn from their mistakes. The School District will foster a community of self-aware, compassionate, critical thinkers who are motivated to pursue their passions. Social and emotional competencies contribute to improved academic and personal outcomes and enable students to learn and practice how to:
  - manage their emotions;
  - set goals;
  - feel and show empathy for others;
  - create positive relationships; and
  - make good choices.

- All students are capable of achieving their personal best, and when necessary, improving their behavior with guidance, instruction, support, and coaching.
- Students need different kinds and amounts of time, attention, instruction, and support to behave responsibly and succeed academically.
- Clear, fair, and timely consequences signal that a student's actions are deemed to be inappropriate or unacceptable. Restorative interventions require students to take responsibility for what they have said and done, reflect on the impact of their behavior, modify their behavior, problem solve, make amends to repair the harm they have caused, and learn new skills.
- Effective discipline helps students become more self-managed and teaches students to become more socially and academically skillful.
- Teachers, building principals, administrators, school staff, person(s) in parental relation to student(s), and the larger community have an obligation to help students learn to be good citizens and lead productive lives by:
  - enabling the student to discern right from wrong;
  - fostering the student's desire to do what is right; and
  - requiring students to take responsibility for their words and actions.
- Student discipline and support policies and practices must be implemented in support of this Code. Interactions between and among the School District and School District staff, students, and person(s) in parental relation to student(s) must protect the dignity of each individual and ensure a tone of decency.
- Every reasonable effort should be made to correct student behavior through interventions that are accountable and restorative. Interventions are essential when inappropriate behavior or infractions of the Code may be symptomatic of more serious problems that students are experiencing. Appropriate disciplinary responses should emphasize prevention and effective intervention, prevent disruption to students' education, and promote the development of a positive School District culture.

The School District has a long-standing set of expectations for conduct on school property and at school functions. These expectations are based on the principles of civility, mutual respect, citizenship, character, tolerance, honesty and integrity.

The Board of Education deems it a priority to clearly define these expectations for acceptable conduct on school property, identify the possible consequences of unacceptable conduct, and to ensure that discipline, when necessary, is administered promptly and fairly. To this end, the Board of Education adopts this Code.

Unless otherwise indicated, this Code applies to all students, school personnel, person(s) in parental relation to student(s) and other visitors when on school property or attending a School District function.

The Code has incorporated the Dignity for All Students Act which was created to give students an educational environment free of discrimination, bullying and harassment.

### III. Student Rights and Responsibilities

#### A. Student Rights

The School District is committed to safeguarding the rights given to all students under federal and state law and School District policy. In addition, to promote a safe, healthy, orderly and supportive school environment, all School District students have the right to:

1. take part in all School District activities on an equal basis regardless of race, weight, color, creed, national origin, ethnic group, religion, religious practice, gender (including gender identity) or sexual orientation or disability;
2. present their version of the relevant events to school personnel authorized to impose a consequence in connection with the imposition of the consequence; and
3. have access to school policies, regulations and rules and, when necessary, receive an explanation of those rules from school personnel.

#### B. Student Responsibilities

All School District students have the responsibility to:

1. contribute to maintaining a safe, supportive and orderly school environment that is conducive to learning and to show respect to other persons and to property;
- ~~2. show respect to other persons and to property;~~
- ~~3.2.~~ help make the school environment a community free of violence, intimidation, bullying, harassment, and discrimination;
- ~~4.3.~~ use a polite tone of voice and appropriate body language, listening when others are speaking;
- ~~5.4.~~ be truthful when speaking with school officials regarding Code violations;
- ~~6.5.~~ respect personal space;
- ~~7.6.~~ respect others, respect the property of others, and respect school property;
- ~~8.7.~~ maintain behavior free from all forms of harassment, bullying and/or discrimination;
- ~~9.8.~~ be familiar with and abide by School District policies, rules and regulations dealing with student conduct;
- ~~10.9.~~ attend school every day unless they are legally excused, and be in class, on time, and prepared to learn;
- ~~11.10.~~ work to the best of their ability in all academic and extracurricular pursuits, and strive toward their highest level of achievement possible;

- ~~12.11.~~ react to direction given by teachers, administrators and other school personnel in a respectful, positive manner;
- ~~13.12.~~ work to develop mechanisms to manage their anger;
- ~~14.13.~~ ask questions when they do not understand;
- ~~15.14.~~ seek help in solving problems;
- ~~16.15.~~ dress appropriately for school and School District functions;
- ~~17.16.~~ accept responsibility for their actions; and
- ~~18.17.~~ conduct themselves as representatives of the School District when participating in or attending school-sponsored extracurricular events, and to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.

**IV. Essential Partners ~~(Board of Education, Superintendent of Schools, School District Administrators/Building Principals, Teachers, Guidance Counselors, Dignity Act Coordinator(s), Non-Certified School District Personnel, and Person(s) in Parental Relation to Student(s))~~**

A. Essential Partners includes, but is not limited to, the Board of Education, Superintendent of Schools, school district administrators, building principals, teachers, guidance counselors, Dignity Act Coordinator(s), non-certified school district personnel, and person(s) in parental relation to student(s).

**A.B. All Essential Partners**

All essential partners are expected to:

1. maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex (including gender identity), which will strengthen students' self-concept and promote confidence to learn;
2. promote a safe, orderly and stimulating school environment that supports active teaching and learning;
3. know school policies and rules;
4. address personal biases that may prevent equal treatment of all individuals;
5. encourage students to benefit from the curriculum and extracurricular programs;
6. be familiar with the Code;
7. help children understand the School District's expectations for maintaining a safe, orderly environment;
8. support student participation in appropriate extracurricular activities;
9. report rumors of threats of physical injury or damage to property to school officials;
10. refrain from engaging in activities or displaying behaviors that set a poor example while in the supervision of students, including smoking, or the use of other tobacco products, using any controlled substance, consuming alcohol or using inappropriate language. Teachers should always be mindful of the language contained in the New York State Code of Ethics for Educators;

11. maintain confidentiality in accordance with federal and state law;
12. participate in school-wide efforts to provide adequate supervision in all school spaces;
13. address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a School District function;
14. address personal biases that may prevent equal treatment of all students and staff; and
15. be open to active participation in resolving conflicts through a restorative process.

**B.C. Person(s) in Parental Relation to Student(s)**

In addition to the responsibilities set forth in paragraph [B.A](#) above, all person(s) in parental relation to student(s) are expected to:

1. recognize that the education of their child(ren) is a joint responsibility of the person(s) in parental relation to student(s) and the school community, and collaborate with the School District to optimize their child's educational opportunities;
2. send their children to school ready to participate and learn;
3. ensure their children attend school regularly and on time;
4. ensure absences are legally excused;
5. ensure their children are dressed and groomed in a manner appropriate for school;
6. help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment;
7. know school rules and help their children understand them so that their children can help create a safe, supportive school environment;
8. convey to their children a supportive attitude toward education and the School District;
9. build positive, constructive relationships with teachers, or other person(s) in parental relation to student(s) and their children's friends;
10. help their children deal effectively with peer pressure;
11. inform school officials of changes in the home situation that may affect student conduct or performance;
12. provide a place for study and ensure homework assignments are completed;
13. tell school officials about any concerns or complaints in a respectful and timely manner;
14. be respectful and considerate to staff, other person(s) in parental relation to student(s) and students in all interpersonal communications; and
15. be open to active participation in resolving conflicts through a restorative process.

**C.D. All School District Officers and Employees**

In addition to the responsibilities set forth in paragraph [B.A](#) above, all School District officers and employees are expected to:

1. demonstrate concern for student achievement;
2. know school policies and rules, and enforce them in a fair and consistent manner;

3. maintain confidentiality in conformity with federal and state law;
4. communicate regularly with students, person(s) in parental relation to student(s) and other teachers concerning growth and achievement;
5. participate in school-wide efforts to provide adequate supervision in all school spaces;
6. address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a School District function;
7. address personal biases that may prevent equal treatment of all students in the school or classroom setting;
8. assist students in coping with peer pressure and emerging personal, social and emotional problems;
9. support the development of, and student participation in, appropriate extracurricular activities;
10. address issues of bullying, discrimination and harassment or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a School District function or which creates a hostile environment;
11. promptly make an oral report of incidents of bullying, discrimination and harassment that are witnessed, or otherwise brought to their attention, to the Building Principal, or DASA Coordinator no later than one (1) school day after witnessing the incident, or the incident being brought to their attention and file a written report with the Building Principal, or DASA Coordinator no later than two (2) days after making the oral report;
12. be open to active participation in resolving conflicts through a restorative process; and
13. receive annual training on the School District's policies and procedures related to the use of timeout and physical restraint, crisis intervention and prevention procedures, and de-escalation techniques.

In addition to the training requirements for all staff in paragraph 13, any staff who may be called upon to implement timeout or physical restraint, shall receive annual evidence-based training in safe and effective developmentally appropriate timeout and physical restraint procedures.

The school administrator or designee shall regularly review documentation on the use of timeout and physical restraint to ensure compliance with the School District's policies and procedures. When there are multiple incidents within the same classroom or involving the same staff, the school administrator or designee shall take appropriate steps to address the frequency and pattern of use.

#### D-E. Teachers

In addition to the responsibilities set forth in paragraphs BA and DC above, all School District teachers are expected to:

1. be prepared to teach;
2. demonstrate interest in teaching and concern for student achievement;
3. communicate to students and person(s) in parental relation to student(s):
  - a. course objectives and requirements;
  - b. marking/grading procedures;
  - c. assignment deadlines;
  - d. expectations for students; and
  - e. classroom discipline plan.
4. communicate regularly with students, person(s) in parental relation to student(s) and other teachers concerning growth and achievement; and
5. participate in school-wide efforts to provide adequate supervision in all school spaces.

**E.F. School Counselors, School Psychologists and School Social Workers**

In addition to the responsibilities set forth in paragraphs [BA](#) and [DE](#) above, all School Counselors, School Psychologists, and School Social Workers are expected to:

1. initiate teacher/student counselor conferences and person(s) in parental relation to student(s) teacher/student counselor conferences, as necessary, as a way to resolve problems;
2. regularly review with students their educational progress and career plans;
3. provide information to assist students with career planning;
4. encourage students to benefit from the curriculum and extracurricular programs;
5. inform students and families of the available community resources to meet their needs; and
6. assist students in coping with peer pressure and emerging personal, social and emotional problems.

**F.G. Other School Personnel**

School personnel, including clerical, teacher aides and assistants, bus drivers, security guards, hall monitors, custodians, and all support staff play an important role in the education of students.

In view of this responsibility, and in addition to the responsibilities set forth in paragraphs [BA](#) and [DE](#) above, other school personnel shall:

1. be familiar with the Code; and
2. help children understand the School District's expectations for maintaining a safe, orderly and supportive environment.

**G.H. Building Principals/Administrators**



In addition to the responsibilities set forth in paragraphs [BA](#) and [DE](#) above, all Building Principals/administrators are expected to:

1. ensure that students and staff have the opportunity to communicate regularly with the Building Principal/administrators and have access to the Building Principal/administrators for redress of grievances;
2. evaluate on a regular basis all instructional programs to ensure infusion of civility education in the curriculum;
3. support the development of, and student participation in, appropriate extracurricular activities;
4. provide support in the development of the Code, when called upon, and disseminate the Code and anti-harassment policies; and
5. be responsible for enforcing the Code and ensuring that all cases are resolved promptly and fairly.

#### **H. The Dignity Act Coordinator(s)**

In addition to the responsibilities set forth in paragraphs [BA](#) and [DE](#) above, the Dignity Act Coordinator(s) is/are expected to:

1. oversee and coordinate the work of School District-wide and building-level bullying prevention committees;
2. identify curricular resources that support infusing civility in classroom instruction and classroom management; and provide guidance to staff as to how to access and implement those resources;
3. coordinate training with the Wellness Committee and Professional Development Committee in support of bullying prevention; and
4. be responsible for monitoring and reporting on the effectiveness of the School District's bullying prevention policy.

#### **I. Superintendent of Schools**

In addition to the responsibilities set forth in paragraphs [BA](#) and [DE](#) above, the Superintendent of Schools is expected to:

1. inform the Board of Education about educational trends relating to student discipline;
2. review with School District administrators the policies of the Board of Education and state and federal laws relating to school operations and management;
3. work to create instructional programs that minimize incidence of misconduct, and are sensitive to students' and teachers' needs; and
4. work with School District administrators in enforcing the Code and ensuring that all cases are resolved promptly and fairly.

**J. Board of Education**

In addition to the responsibilities set forth in paragraphs [BA](#) and [DC](#) above, the Board of Education is expected to:

1. develop and recommend a budget that provides programs and activities that support achievement of the goals of the Code;
2. collaborate with students, teachers, administrators, parent organizations, school safety personnel and other school personnel to develop a code of character, support and conduct that clearly defines expectations for the conduct of students, school personnel and visitors on school property and at School District functions;
3. adopt and review at least annually the School District's Code to evaluate the Code's effectiveness and the fairness and consistency of its implementation;
4. lead by example by conducting Board of Education meetings in a professional, respectful, courteous manner; and
5. adopt a written policy that establishes administrative practices and procedures regarding the use of timeout and physical restraint consistent with this policy. Such policies and procedures shall at a minimum include:
  - a. factors which may precipitate the use of the timeout or physical restraint;
  - b. developmentally appropriate time limitations for the use of timeout and physical restraint;
  - c. prohibiting placing a student in a locked room or space or in a room where the student cannot be continuously observed and supervised;
  - d. prohibiting the use of prone restraint
  - e. requirements relating to students with disabilities whose behavioral intervention plan includes the use of timeout as a behavioral consequence;
  - f. staff training provided in accordance with law;
  - g. information to be provided to the parent or person in parental relation, including a copy of the timeout and physical restraint policy;
  - h. notifying the parent or person in parental relation on the same day when a student is placed in a timeout or a physical restraint is used in accordance with law; and
  - i. data collection to monitor patterns of use of timeout and physical restraint.

**K. Annual Reporting**

Beginning with the 2024-2025 school year, each public school district must submit an annual report on the use of physical restraint and timeout and substantiated and unsubstantiated allegations of use of corporal punishment, mechanical restraint, and other aversive interventions, prone physical restraint, and seclusion to the state Department of Education on a form and at a time prescribed by the Commissioner. In addition, the District shall report such data for students for whom it is the district of residence, and who are otherwise not reported.

## V. Student Dress Code

Students shall give proper attention to personal cleanliness and dress in a manner consistent with the dress code expectations of the School District. These expectations are designed to aid students in character development. Students and person(s) in parental relation to student(s) have the primary responsibility for meeting the dress code expectations of the School District. All School District personnel are expected to assist students in understanding and achieving the set standards. All School District personnel shall dress appropriately and help students develop an understanding of appropriate appearance in the school setting.

A student's clothes, grooming and appearance shall be safe, appropriate and not disrupt or interfere with the normal functioning of school. All items should be chosen with attention to the appropriate fit, length, and coverage to avoid exposing undergarments during students' daily activities. In addition:

- Students should be sure to wear secure footwear. Flip-flops, for example, may pose a danger if students need to move quickly in an emergency situation; and
- Shorts and skirts should be an appropriate length for school. — Children should be able to sit (both on the floor and on a chair), play, and participate in all school activities with ease.

A student's dress, grooming, and appearance shall not include:

- the wearing of hats and/or hoods in the school building, except for a medical or religious purpose;
- items that are vulgar, obscene, libelous, or denigrating on account of race, color, creed, national origin, sexual orientation, or disability; symbols of hate are not permitted;
- the promotion and/or endorsement and/or encouragement of the use of alcohol, tobacco, illegal drugs, weapons, e-cigarettes, vape paraphernalia, smoking, and/ or any other illegal or violent activities; and
- gang affiliations - items such as, but not limited to: bandanas, gang symbols and/or colors are not permitted.

The dress expectations are posted on the School District's website and the responsibility to be familiar with these expectations lies with the student and person(s) in parental relation to student(s).

Building Principals or designee shall be responsible for informing all students and person(s) in parental relation to student(s) of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year. Students who violate the student dress code shall be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with an acceptable item.

## VI. Prohibited Student Conduct

The Board of Education expects all students to conduct themselves in an appropriate and civil manner, with proper regard for the rights and welfare of other students, School District personnel and other members of the school community, and for the care of school facilities and equipment. In addition to its right to impose discipline, the Board of Education reserves the right to pursue the cost of repair to damages caused by a student's misconduct in accordance with its rights under the law.

The best discipline is self-imposed, and students must learn to assume and accept responsibility for their own behavior, as well as the consequences of their misbehavior. School District personnel who interact with students are expected to use disciplinary action only when necessary, and to place emphasis on educating students so that they may grow in self-discipline.

The Board of Education recognizes the need to make its expectations for student conduct specific and clear while on school property or engaged in a school function. The rules of conduct listed below are intended to do that and focus on safety and respect for the rights and property of others. Students who will not accept responsibility for their own behavior and who violate these school rules will be required to accept the consequences for their conduct. All violations apply to student behavior in school, on school property, on school buses and at school-sponsored functions, and student behavior off school property where such acts create or would foreseeably create a risk of substantial disruption within the school environment, or where it is foreseeable that the acts might reach school property.

Students may be subject to disciplinary action, up to and including suspension from school, when they:

- A. Engage in conduct that is disorderly, disruptive, disrespectful, and/or defiant, including, but not limited to:
  - 1. Using language or gestures that are profane, lewd, vulgar or abusive;
  - 2. Any sexual behavior and/or contact;
  - 3. Obstructing pedestrian traffic in hallways, stairwells, and doorways;
  - 4. Intentionally obstructing vehicular traffic;
  - 5. Engaging in any willful act which disrupts the normal operation of the school community;
  - 6. Intentionally damaging or destroying, including graffiti or arson, the personal property of a student, teacher, administrator, other School District employee, or any person lawfully on school property or attending a school function;
  - 7. Intentionally damaging or destroying school property;
  - 8. Stealing or attempting to steal the property of other students, school personnel, or any other person lawfully on school property or attending a school function;
  - 9. Dishonesty (lying, lying by omission, knowingly sharing false information);
  - 10. Failing to comply with reasonable directives of teachers, school administrators, or other school employees/contractors in charge of students;

11. Failing to comply with assigned consequences;
  12. Leaving school or classroom without permission;
  13. Unexcused tardiness or absenteeism;
  14. Trespassing on school grounds or entering a school building without administrative permission and authorized supervision;
  15. Failing to vacate school grounds at the conclusion of school authorized activities;
  16. Being in an unauthorized area without supervision; and
  17. Using drones on or above school property, except as authorized by school personnel with the permission of the Superintendent of Schools or designee.
- B. Engage in conduct that is violent. Examples of violent conduct include, but are not limited to:
1. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon a teacher, administrator or other school employee or attempting to do so;
  2. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon another student or any other person lawfully on school property or attempting to do so;
  3. Possessing a weapon. Authorized law enforcement officials are the only persons permitted to have a weapon in their possession while on school property or at a school function;
  4. Displaying what appears to be a weapon; and
  5. Threatening to use any weapon.
- C. Engage in any conduct that endangers the safety, physical or mental health or welfare of others. Examples of such conduct include, but are not limited to:
1. Fighting or engaging in violent behavior;
  2. Subjecting other students, school personnel or any other person lawfully on school property or attending a school function to danger by recklessly engaging in conduct which creates a substantial risk of physical injury;
  3. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm;
  4. Threatening another with bodily harm;
  5. Obstructing vehicular or pedestrian traffic;
  6. Creating a hazardous or physically offensive condition by any act which serves no legitimate purpose;
  7. Hiding evidence of an illegal act or school violation;
  8. Hazing;
  9. Discriminating against another individual;
  10. Defaming another individual;
  11. Bullying (including cyberbullying) another individual;
  12. Harassing another individual;
  13. Selling, using, distributing or possessing obscene material;

14. Using vulgar or abusive language, cursing or swearing;
  15. Smoking a cigarette, e-cigarette, personal vaporizing device, cigar, pipe or using chewing or smokeless tobacco;
  16. Possessing, consuming, selling, distributing or exchanging alcoholic beverages or illegal substances, or being under the influence of either. "Illegal substances" include, but are not limited to, inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, and any substances commonly referred to as "designer drugs";
  17. Inappropriately using or sharing prescription and over-the-counter drugs;
  18. Gambling;
  19. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner; and
  20. Initiating a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
- D. Engage in misconduct while on a school bus. It is crucial for students to behave appropriately while riding on School District buses, to ensure their safety and that of other passengers, and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving and fighting will not be tolerated.
- E. Engage in any form of academic misconduct. Examples of academic misconduct include, but are not limited to:
1. Plagiarism;
  2. Cheating;
  3. Copying;
  4. Altering records;
  5. Altering the work of others without permission; and
  6. Assisting another student in any of the above actions.
- F. Engage in misconduct while off School District property that interferes with, or can reasonably be expected to substantially disrupt the educational process in the School District or at a School District function. Examples of such misconduct include, but are not limited to:
1. Cyberbullying (i.e., inflicting willful and repeated harm through the use of electronic text); and
  2. Threatening or harassing students or school personnel over the phone or other electronic medium.
- G. Engage in misconduct while using technology. Examples of such misconduct include, but are not limited to:

1. Violating any law;
2. Displaying, performing, sending, receiving, or storing any content that is obscene, inappropriate, offensive, or otherwise objectionable, even if the material or its dissemination is lawful;
3. Harassing any person or advocating or encouraging violence of any kind against any person, entity or government;
4. Infringing, violating or misappropriating another's rights;
5. Obtaining unauthorized access to, or interfering by any means with, any user, system, network, service or account, including the evasion of filters or violation of the security or integrity of any network or system;
6. Distributing computer viruses or malware of any kind;
7. Sending, receiving or supporting email messages that are unsolicited, deceptive, anonymous, excessively voluminous or that contain falsified identifying information, including spamming and phishing; and
8. Violating the School District's Computer, Network and Internet Acceptable Use Policy.

## **VII. Reporting Violations**

All students are expected to promptly report violations of the Code to a teacher, support staff, the Building Principal or designee. Any student observing a student possessing a weapon, alcohol or illegal substance on School District property or at a School District function shall report this information immediately to any school employee.

The Building Principal or designee is expected to impose disciplinary sanctions in a prompt, fair and lawful manner. School District staff who are not authorized to impose disciplinary sanctions are expected to promptly report violations of the Code to the Building Principal or designee. The Building Principal or designee shall investigate the alleged violation and take appropriate action in accordance with this Code.

Any weapon, alcohol or illegal substance found shall be confiscated immediately, if possible, followed by notification to the person(s) in a parental relation to student(s) of the student involved, and the appropriate disciplinary sanction, which may include permanent suspension and referral for prosecution.

The Building Principal or designee must notify the appropriate local law enforcement agency of Code violations, which may constitute a crime and substantially affect the order or security of a school as soon as practical, but in no event later than the close of business the day the Building Principal or designee learns of the violation. The notification may be made by telephone, followed by a letter mailed on the same day as the telephone call is made. The notification must identify the student and explain the conduct that violated the Code and constituted a crime.

**Reporting Incidents of Bullying, Harassment and/or Discrimination**

Students who have been bullied, harassed and/or discriminated against, person(s) in parental relation to student(s) whose children have been bullied, harassed and/or discriminated against, or other students or staff who observe bullying, harassing and/or discriminating behavior are encouraged and expected to make a verbal and/or written complaint to any school personnel in accordance with the training and guidelines provided, as well as any applicable School District policies. (Refer to Policy 0115, Dignity for All Students Act, Policy 0100, Equal Opportunity, and Policy 0110, Sexual Harassment)

Staff members must promptly make an oral report of all complaints of bullying, harassment, and discrimination that they receive from students or others, whether oral or written, as well as any instances of bullying, harassment or discrimination that they are aware of, to the Building Principal, or DASA Coordinator no later than one (1) school day after receipt of a report or witnessing an incident, and shall file a written report with the Building Principal, or DASA Coordinator no later than two (2) school days after making the oral report.

Reports of bullying, harassment and discrimination will be promptly investigated in accordance with School District policies and procedures.

Retaliation by any school employee or student against any individual who, in good faith, reports or assists in the investigation of harassment, bullying, and/or discrimination is prohibited under law.

**VIII. Disciplinary Consequences, Procedures and Referrals**

Discipline is most effective when it deals directly with the problem at the time and place it occurs, and in a way that students view as fair and impartial. School personnel who interact with students are expected to use disciplinary action only when necessary, and to place emphasis on the students' ability to grow in self-discipline.

Disciplinary action, when necessary, will be firm, fair and consistent so as to be the most effective in changing student behavior. In determining the appropriate disciplinary action, school personnel authorized to impose consequences will consider the following:

1. The student's age;
2. The nature of the offense and the circumstances which led to the offense;
3. The student's prior disciplinary record;
4. The effectiveness of other forms of discipline;
5. Information from person(s) in parental relation to student(s) , teachers and/or others, as appropriate; and
6. Other extenuating circumstances.



As a general rule, discipline will be progressive. This means that a student's first violation will usually merit a lighter consequence than subsequent violations. If the conduct of a student is related to a disability or suspected disability, the student shall be referred to the Committee on Special Education and discipline, if warranted, shall be administered consistent with the separate requirements of the Code for disciplining students with a disability or presumed to have a disability.

**A. Consequences**

Students who are found to have violated the School District's Code may be subject to the following consequences, either alone or in combination. The consequences noted are not listed in progressive order. The following are authorized to be imposed, consistent with the student's right to due process, and include but are not limited to:

1. Oral warning;
2. Oral notification to person(s) in parental relation to student(s) ;
3. Written warning;
4. Written notification to person(s) in parental relation to student(s) ;
5. Suspension from transportation;
6. Suspension from school related activities;
7. Suspension of other privileges;
8. In-school suspension;
9. Teacher removal of disruptive students;
10. Short-term (five (5) days or less) suspension from school;
11. Long-term (more than five (5) days) suspension from school; and
12. Permanent suspension from school.

In addition to the above consequences, the Building Principal or designee may implement restorative practices on a case-by-case basis to mediate a conflict. The Superintendent of Schools or designee will implement procedures outlining the restorative practices that may be made available to students on a case-by-case basis.

**B. Procedures**

The amount of due process a student is entitled to receive before a consequence is imposed depends on the consequence being imposed. In all cases, regardless of the consequence imposed, the school personnel authorized to impose the consequence must inform the student of the alleged misconduct and must investigate, to the extent necessary, the facts surrounding the alleged misconduct. All students will have an opportunity to present their version of the facts to the school personnel imposing the disciplinary consequence in connection with the imposition of the consequence.

Students who are to be given consequences other than an oral warning, written warning or written notification to the person(s) in parental relation to student(s) are entitled to additional rights before the consequence is imposed.

These additional rights are explained below.

1. Detention

Teachers, Building Principals and the Superintendent of Schools may use after-school detention as a consequence for student misconduct in situations where removal from the classroom or suspension would be inappropriate. The Board of Education believes that detention is an effective method of discipline for students. A student who violates the Code may be assigned detention by a school administrator or teacher. A teacher or staff member is responsible for making arrangements for assigned detentions. When a student is assigned detention, the School District should attempt to notify the person(s) in parental relation to the student. ~~—of the student.~~

2. Suspension from transportation

If students do not conduct themselves properly on a school bus, the bus driver is expected to bring such misconduct to the Building Principal's attention. Students who become a serious disciplinary problem may have their riding privileges suspended by the Building Principal or the Superintendent of Schools or designee. In such cases, the person(s) in parental relation to the student will become responsible for seeing that the child gets to and from school safely. Should the family not be able to provide alternate transportation, the School District will provide alternate education for the period of suspension.

A student subjected to a suspension from transportation is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the ~~student's~~ person(s) in parental relation to the student will be provided with a reasonable opportunity for an informal conference with the Building Principal or designee to discuss the conduct and the consequence involved.

3. Suspension from athletic participation, extra-curricular activities and other privileges

A student subjected to a suspension from athletic participation, extra-curricular activities or other privileges is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the ~~student's~~ person(s) in parental relation to the student will be provided with a reasonable opportunity for an informal conference with the School District official imposing the suspension to discuss the conduct and the consequence involved.

4. In-school suspension

The Board of Education recognizes the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board of Education authorizes Building Principals and the Superintendent of Schools to place students who would otherwise be suspended from school as the result of a Code violation to an "in-school suspension." The in-school suspension teacher will be a certified teacher.

A student subjected to an in-school suspension is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the ~~student's~~ person(s) in parental relation to the student will be provided with a reasonable opportunity for an informal conference with the School District official imposing the in-school suspension to discuss the conduct and the consequence involved.

#### 5. Teacher removal of disruptive students

A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most cases, the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using good classroom management techniques. These techniques may include practices that involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain composure and self-control in an alternative setting. Such practices may include, but are not limited to: (1) short-term removal in an elementary classroom or in an administrator's office; (2) sending a student to the Building Principal's office for the remainder of the class time only; or (3) sending a student to a support staff member or other School District staff member for counseling. The teacher is expected to implement progressive steps of discipline before removing a student from class. This should include referrals to pupil support services. The steps must also include a conference with the student and the person(s) in parental relation to the student.

On occasion, a student's behavior may become disruptive. For purposes of this Code, a disruptive student is a student who is disruptive in the educational process or interferes with the teacher's authority over the classroom. A disruption in the educational process or interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules.

If a teacher finds that a student's continued presence in the classroom does not pose a continuing danger to person(s) or property and does not present an ongoing threat of disruption to the academic process, the teacher shall, prior to removing the student from the classroom, provide the student with an explanation of the basis for the removal, and allow the student to informally present the student's version of relevant events. In all other cases, the teacher shall provide the student with an explanation of

the basis for the removal and an informal opportunity to be heard within twenty-four (24) hours of the pupil's removal, provided that if such twenty-four (24) hour period does not end on a school day, it shall be extended to the corresponding time on the next school day.

The Building Principal shall inform the person(s) in parental relation to such student of the removal and the reasons therefor within twenty-four (24) hours of the student's removal, provided that if such twenty-four (24) hour period does not end on a school day, it shall be extended to the corresponding time on the next school day. The student and the person(s) in parental relation to the student shall, upon request, be given an opportunity for an informal conference with the Building Principal to discuss the reasons for the removal. If the student denies the charges, the Building Principal shall provide an explanation of the basis for the removal and allow the student and/or person(s) in parental relation to student an opportunity to present the pupil's version of relevant events. Such informal hearing shall be held within forty-eight (48) hours of the student's removal, provided that if such forty-eight (48) hour period does not end on a school day, it shall be extended to the corresponding time on the second school day next following the student's removal.

The teacher must complete a School District-established disciplinary referral form as soon as possible prior to the end of that class period, if at all possible. The teacher must meet with the Building Principal or designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the removal. If the Building Principal or designee is not available, the teacher must leave the form with the secretary and meet with the Building Principal or designee prior to the beginning of classes on the next school day.

Any disruptive student removed from the classroom by the classroom teacher shall be offered alternative continued educational programming and activities until the student is permitted to return to the classroom. A removed student may not be temporarily placed in a regular teacher's classroom. Appropriate classwork must be provided for the removed student by the removing teacher.

Each teacher should keep a complete log for all cases of removal of students from class. The Building Principal or designee should keep a log of all removals of students from class.

Removal of a student with a disability, under certain circumstances, may constitute a change in the student's placement. Accordingly, after five (5) days of removal a manifestation hearing will be conducted. If the removal is not the result of a student's handicapping condition, said removal is not considered a change of placement.

## 6. Suspension from school

Suspension from school is a severe consequence, which may be imposed only upon students who are insubordinate, disorderly, violent or disruptive, or whose conduct otherwise endangers the safety, morals, health or welfare of others. The Board of Education retains its authority to suspend students, but places primary responsibility for the suspension of students with the Superintendent of Schools and the Building Principals. Any staff member may recommend to the Superintendent of Schools or the Building Principal that a student be suspended. All staff members must immediately report and refer a violent student to the Building Principal or the Superintendent of Schools for a violation of the Code. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases, a written report is to be prepared as soon as possible by the staff member recommending the suspension. The Superintendent of Schools or Building Principal, upon receiving a recommendation or referral for suspension or when processing a case for suspension, shall gather the facts relevant to the matter and record them for subsequent presentation, if necessary.

## a. Short-term (five (5) days or less) suspension from school

When the Superintendent of Schools or Building Principal (referred to as the "suspending authority") proposes to suspend a student charged with misconduct for five (5) days or less pursuant to Education Law §3214(3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student's person(s) in parental relation to student in writing that the student may be suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within twenty-four (24) hours of the decision to propose suspension at the last known address for the person(s) in parental relation to student. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the person(s) in parental relation to student.

The notice shall provide a description of the charges against the student and the incident for which suspension is proposed and shall inform the person(s) in parental relation to such student of the right to request an immediate informal conference with the Building Principal. Both the notice and informal conference shall be in the dominant language or mode of communication used by the person(s) in parental relation to the student. At the conference, the person(s) in parental relation to the student shall be permitted to ask questions of complaining witnesses under such procedures as the Building Principal

may establish. The notice and opportunity for an informal conference shall take place before the student is suspended unless the student's presence in school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process. If the student's presence does pose such a danger or threat of disruption, the notice and opportunity for an informal conference shall take place as soon after the suspension as is reasonably practicable.

After the conference, the Building Principal shall promptly advise the person(s) in parental relation to the student in writing of the Building Principal's decision. The Building Principal shall advise the person(s) in parental relation to the student that if they are not satisfied with the decision and wish to pursue the matter, they may file a written appeal to the Superintendent of Schools~~Commissioner of Education~~ within thirty (30) days of the decision.

An appeal of the decision of the Superintendent of Schools may be made to the Board of Education that will make its decision based solely upon the record before it. All appeals to the Board of Education must be in writing and submitted to the School District clerk within ten~~five~~ (10~~5~~) business days of the date of the Superintendent of School's decision, unless the person(s) in parental relation to the student can show that extraordinary circumstances precluded them from doing so. The Board of Education may adopt in whole or in part the decision of the Superintendent of Schools. Final decisions of the Board of Education may be appealed to the Commissioner of Education within thirty (30) days of the decision.

b. Long-term (more than five (5) days) suspension from school

When the Superintendent of Schools determines that a suspension for more than five (5) days may be warranted, the Superintendent shall give reasonable notice to the student and the person(s) in parental relation to the student of the student's right to a fair hearing. At the hearing, the student shall have the right to be represented by counsel, the right to question witnesses against the student, and the right to present witnesses and other evidence on the student's behalf. The Superintendent of Schools shall personally hear and determine the proceeding or may, in the Superintendent of School's discretion, designate a hearing officer to conduct the hearing. The hearing officer shall be authorized to administer oaths and to issue subpoenas in conjunction with the proceeding before the hearing officer. A record of the hearing shall be maintained, but no stenographic transcript shall be required. A tape recording shall be deemed a satisfactory record. The hearing officer shall make findings of fact and recommendations as to the appropriate measure of discipline to the

Superintendent of Schools. The report of the hearing officer shall be advisory only, and the Superintendent of Schools may accept all or any part thereof.

An appeal of the decision of the Superintendent of Schools may be made to the Board of Education that will make its decision based solely upon the record before it. All appeals to the Board of Education must be in writing and submitted to the School District clerk within ~~thirtyfive~~ (30) business days of the date of the Superintendent of School's decision, unless the person(s) in parental relation to ~~the~~ student can show that extraordinary circumstances precluded them from doing so. The Board of Education may adopt in whole or in part the decision of the Superintendent of Schools. Final decisions of the Board of Education may be appealed to the Commissioner of Education within thirty (30) days of the person(s) in parental relation to the student receiving the final decision.

c. Permanent suspension from school

Permanent suspension is reserved for extraordinary circumstances, such as where a student's conduct poses a life-threatening danger to the safety and well-being of other students, school personnel or any other person lawfully on school property or attending a school function.

- C. Student offenders of Policy 0115 (Dignity for All Students Act) will receive in-school guidance in making positive choices in their relationships with others. If appropriate, disciplinary action will be taken in accordance with the Code. Consequences for a student who commits an act of bullying shall be unique to the individual incident and will vary in method and severity according to the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors.

**D. Minimum Periods of Suspension**

1. Students who bring a weapon to school

Any student, other than a student with a disability, found guilty of bringing a weapon onto school property will be subject to suspension from school for at least one (1) calendar year. Before being suspended, the student will have an opportunity for a hearing pursuant to Education Law §3214. The Superintendent of Schools has the authority to modify the one-year suspension on a case-by-case basis. In deciding whether to modify the consequence, the Superintendent of Schools may consider the following:

- a. The student's age;
- b. The student's grade in school;
- c. The student's prior disciplinary record;



- d. The Superintendent of School's belief that other forms of discipline may be more effective;
- e. Input from person(s) in parental relation to [the](#) student(s), teachers and/or others; and
- f. Other extenuating circumstances.

A student with a disability may be suspended only in accordance with the requirements of state and federal law.

2. Students who commit violent acts, other than bringing a weapon to school

Any student, [other than a student with a disability](#), who is found to have committed a violent act, other than bringing a weapon onto school property, shall be subject to suspension from school for at least five (5) days. If the proposed consequence is the minimum five (5) day suspension, the student and the person(s) in parental relation to [such](#) student will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed consequence exceeds the minimum five (5) day suspension, the student and the person(s) in parental relation to [such](#) student will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The Superintendent of Schools and/or the Building Principal has the authority to modify the minimum five (5) day suspension on a case-by-case basis. In deciding whether to modify the consequence, the Superintendent of Schools may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

3. Students who are repeatedly substantially disruptive of the educational process or repeatedly substantially interfere with the teacher's authority over the classroom.

Any student, [other than a student with a disability](#), who repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom will be suspended from school for at least two (2) days. For purposes of the Code, [a student who "repeatedly is substantially disruptive" or "repeatedly substantially interferes" is one who "engages means engaging"](#) in conduct that results in [that](#) student being removed from the classroom by teacher(s) pursuant to Education Law §3214(3-a) and the Code on four (4) or more occasions during a semester. If the proposed consequence is the minimum five (5) day suspension (short-term suspension from school), the student and the person(s) in parental relation to [such](#) student will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed consequence exceeds a five (5) day suspension, the student and the person(s) in parental relation to [such](#) student will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The Superintendent of Schools has the authority



to modify the suspension on a case-by-case basis. In deciding whether to modify the consequence, the Superintendent of Schools may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

**E. Disciplinary and Remedial Consequences for Bullying, Harassment and/or Discrimination**

The School District supports the development of measured, balanced and age-appropriate responses to the bullying, harassment and/or discrimination of students by students on school property, including school functions, with remedies and procedures focusing on prevention, intervention, education and discipline. Remedies will be measured, balanced, progressive and age-appropriate and will take into consideration the nature and severity of the offending student's behavior, the developmental age of the student, the previous disciplinary record of the student and other extenuating circumstances, and the impact the offending student's behaviors had on the individual who was physically injured or emotionally harmed. Responses will be reasonably calculated to end the harassment, bullying and/or discrimination, prevent recurrence, and eliminate the hostile environment.

Successful intervention may involve remediation.

Remedial responses to bullying, harassment and/or discrimination include measures designed to correct the problem behavior, prevent another occurrence of the behavior, and protect the target of the act. Appropriate remedial measures may include, but are not limited to:

- Restitution and restoration;
- Peer support groups;
- Corrective instruction or other relevant learning or service experience;
- Supportive intervention;
- Behavioral assessment or evaluation;
- Behavioral management plans that are closely monitored;
- Student counseling; and
- Parent conferences.

Beyond these individual-focused remedial responses, school-wide or environmental remediation can be an important tool to prevent bullying, harassment and/or discrimination. Environmental remediation strategies may include, but are not limited to:

- Supervisory systems which empower school staff with prevention and intervention tools to address incidents of bullying, harassment and/or discrimination;
- School and community surveys or other strategies for determining the conditions contributing to the relevant behavior;

- Modification of schedules;
- Adjustment in hallway traffic and other student routes of travel;
- Targeted use of monitors;
- Staff professional development;
- Parent conferences;
- Involvement of parent-teacher organizations; and
- Peer support groups.

If appropriate, disciplinary action will be taken by the administration in accordance with the Code, as applicable. If the behavior rises to the level of criminal activity, law enforcement will be contacted.

Staff is expected, when aware of bullying, to either refer the student to designated resources for assistance, or to intervene in accordance with the Code.

#### F. Referrals

##### 1. Counseling

The Superintendent of School will designate an individual who will handle all referrals of students for counseling.

##### 2. PINS Petitions

The School District may file a PINS (person in need of supervision) petition in Family Court on any student under the age of eighteen (18) who demonstrates that the student requires supervision and treatment by:

- a. Being habitually truant and not attending school as required by part one of Article 65 of the Education Law;
- b. Engaging in an ongoing or continual course of conduct which makes the student ungovernable, or habitually disobedient and beyond the lawful control of the school;
- c. Engaging in prostitution in violation of Penal Law § 230.00 (engaging or agreeing or offering to engage in sexual conduct with another person in return of a fee); and
- d. Appear to be a sexually exploited child as defined in New York Social Services Law § 447-a(1)(a), (c) or (d). Knowingly and unlawfully possesses marijuana in violation of Penal Law §221.05. A single violation of §221.05 will be a sufficient basis for filing a PINS petition; and

~~d. Knowingly and unlawfully possessing a controlled substance in violation of Penal Law §220.03 et seq. A single violation of Penal Law §220.03 et seq will be a sufficient basis for filing a PINS petition.~~

3. Juvenile Delinquents and Juvenile Offenders

The Superintendent of Schools is required to refer the following students to the County Attorney for a juvenile delinquency proceeding before the Family Court:

- a. Any student under the age of sixteen (16) who is found to have brought a weapon to school; or
- b. Any student fourteen (14) or fifteen (15) years old who qualifies for juvenile offender status under the Criminal Procedure Law §1.20 (42).

The Superintendent of Schools is required to refer students age sixteen (16) and older or any student fourteen (14) or fifteen (15) years old who qualifies for juvenile offender status to the appropriate law enforcement authorities.

**IX. Alternative Instruction**

When a student of any age is removed from class by a teacher, or a student of compulsory attendance age is suspended from school pursuant to Education Law §3214, the School District will take immediate steps to provide alternative means of instruction for the student.

**X. Discipline of Students with Disabilities**

The Board of Education recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities to address disruptive or problem behavior. The Board of Education also recognizes that students with disabilities enjoy certain procedural protections whenever school authorities intend to impose discipline upon them. The Board of Education is committed to ensuring that the procedures followed for suspending, removing or otherwise disciplining students with disabilities are consistent with the procedural safeguards required by applicable laws and regulations. The Code affords students with disabilities subject to disciplinary action no greater or lesser rights than those expressly afforded by applicable federal and state law and regulations.

**A. Authorized Suspensions or Removals of Students with Disabilities**

1. For purposes of this section of the Code, the following definitions apply:

A "suspension" means a suspension pursuant to Education Law § 3214.

A "removal" means a removal for disciplinary reasons from the student's current educational placement, other than a suspension and change in placement to an

interim alternative educational setting (IAES) ordered by an impartial hearing officer because the student poses a risk of harm to oneself or others.

An "IAES" means a temporary educational placement for a period of up to forty-five (45) days, other than the student's current placement at the time the behavior precipitating the IAES placement occurred. The IAES will enable the student (a) to continue to progress in the general curriculum, although in another setting, (b) to continue to receive those services and modifications, including those described on the student's current individualized education program (IEP), so that the student may meet the goals set forth in the IEP. The IAES will include services and modifications to address the behavior which precipitated the IAES that are designed to prevent the behavior from recurring.

2. School personnel may order the suspension or removal of a student with a disability from the student's current educational placement as follows:
  - a. The Board of Education, the District (BOCES) Superintendent of Schools or the Building Principal may order the placement of a student with a disability into an IAES, another setting, or suspension for a period not to exceed five (5) consecutive school days and not to exceed the amount of time a non-disabled student would be subject to suspension for the same behavior.
  - b. The Superintendent of Schools may order the placement of a student with a disability into an IAES, another setting or suspension for up to ten (10) consecutive school days, inclusive of any period in which the student has been suspended or removed under subparagraph (a) above for the same behavior, if the Superintendent of Schools determines that the student has engaged in behavior that warrants a suspension and the suspension or removal does not exceed the amount of time a non-disabled student would be subject to suspension for the same behavior.
  - c. The Superintendent of Schools may order additional suspensions of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement.
  - d. The Superintendent of Schools may order the placement of a student with a disability in an IAES to be determined by the Committee on Special Education (CSE), for the same amount of time that a student without a disability would be subject to discipline, but not more than forty-five (45) days, if the student carries or possesses a weapon to school or to a school function, or the student knowingly possesses or uses illegal drugs or sells

or solicits the sale of a controlled substance while at school or a school function.

- 1) "Weapon" means the same as "dangerous weapon" under 18 U.S.C. §930(g)(w) which includes "a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except...[for] a pocket knife with a blade of less than 2 1/2 inches in length."
  - 2) "Controlled substance" means a drug or other substance identified in certain provisions of the federal Controlled Substances Act specified in both federal and state law and regulations applicable to the Code.
  - 3) "Illegal drugs" means a controlled substance except for those legally possessed or used under the supervision of a licensed health-care professional, or that is legally possessed or used under any other authority under the Controlled Substances Act or any other federal law.
3. Subject to specified conditions required by both federal and state law and regulations, an impartial hearing officer may order the placement of a student with a disability in an IAES setting for up to forty-five (45) days at a time, if maintaining the student in the student's current educational placement poses a risk of harm to the student or others.

#### **B. Change of Placement Rule**

1. A disciplinary change in placement means a suspension or removal from a student's current educational placement that is either:
  - a. for more than ten (10) consecutive school days; or
  - b. for a period of ten (10) consecutive school days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than ten (10) school days in a school year, and because of such factors as the length of each suspension or removal, the total amount of time the student is removed and the proximity of the suspensions or removals to one another.
2. School personnel may not suspend or remove a student with disabilities if imposition of the suspension or removal would result in a disciplinary change in placement based on a pattern of suspension or removal. However, the School District may impose a suspension or removal, which would otherwise result in a disciplinary change in placement, based on a pattern of suspensions or removals

if the CSE has determined that the behavior was not a manifestation of the student's disability, or the student is placed in an IAES for behavior involving weapons, illegal drugs or controlled substances.

### **Special Rules Regarding the Suspension or Removal of Students with Disabilities**

1. The School District's Committee on Special Education (CSE) shall:
  - a. Conduct functional behavioral assessments to determine why a student engages in a particular behavior, and develop or review behavioral intervention plans whenever the School District is first suspending or removing a student with a disability for more than ten (10) school days in a school year or imposing a suspension or removal that constitutes a disciplinary change in placement, including a change in placement to an IAES for misconduct involving weapons, illegal drugs or controlled substances.

If subsequently, a student with a disability who has a behavioral intervention plan and who has been suspended or removed from the student's current educational placement for more than ten (10) school days in a school year is subjected to a suspension or removal that does not constitute a disciplinary change in placement, the members of the CSE shall review the behavioral intervention plan and its implementation to determine if modifications are necessary.

If one or more members of the CSE believe that modifications are needed, the School District shall convene a meeting of the CSE to modify such plan and its implementation, to the extent the committee determines necessary.

- b. Conduct a manifestation determination review of the relationship between the student's disability and the behavior subject to disciplinary action whenever a decision is made to place a student in an IAES either for misconduct involving weapons, illegal drugs or controlled substances or because maintaining the student in the student's current educational setting poses a risk of harm to the student or others; or a decision is made to impose a suspension that constitutes a disciplinary change in placement.
2. The person(s) in parental relation to [the](#) student who is facing disciplinary action, but who has not been determined to be eligible for services under IDEA and Article 89 at the time of the student's misconduct, shall have the right to invoke applicable procedural safeguards set forth in federal and state law and regulations if, in accordance with federal and state statutory and regulatory criteria, the School District is deemed to have had knowledge that the child was a student with a disability before the behavior precipitating disciplinary action occurred. If the

School District is deemed to have had such knowledge, the student will be considered a student presumed to have a disability for discipline purposes.

- a. The Superintendent of Schools, Building Principal or other school official imposing a suspension or removal shall be responsible for determining whether the student is a student presumed to have a disability.
- b. A student will not be considered a student presumed to have a disability for discipline purposes if, upon receipt of information supporting a claim that the School District had knowledge the student was a student with a disability, the School District either:
  - 1) conducted an individual evaluation and determined that the student is not a student with a disability; or
  - 2) determined that an evaluation was not necessary and provided notice to the person(s) in parental relation to student of such determination, in the manner required by applicable law and regulations.

If there is no basis for knowledge that the student is a student with a disability prior to taking disciplinary measures against the student, the student may be subjected to the same disciplinary measures as any other non-disabled student who engaged in comparable behaviors. However, if a request for an individual evaluation is made while such non-disabled student is subjected to disciplinary removal, an expedited evaluation within fifteen (15) days shall be conducted and completed in the manner prescribed by applicable federal and state law and regulations. Until the expedited evaluation is completed, the non-disabled student who is not a student presumed to have a disability for discipline purposes shall remain in the educational placement determined by the School District, which can include suspension.

3. The School District shall provide person(s) in parental relation to [the](#) student with notice of disciplinary removal no later than the date on which a decision is made to change the placement of a student with a disability to an IAES for either misconduct involving weapons, illegal drugs or controlled substances, or because maintaining the student in the student's current educational setting poses a risk of harm to the student or others; or a decision is made to impose a suspension or removal that constitutes a disciplinary change in placement. The procedural safeguards notice prescribed by the Commissioner shall accompany the notice of disciplinary removal.
4. The person(s) in parental relation to [the](#) student(s) with disabilities subject to a suspension of five (5) consecutive school days or less shall be provided with the

same opportunity for an informal conference available to person(s) in parental relation to non-disabled students under the Education Law.

5. Superintendent of Schools hearings on disciplinary charges against students with disabilities subject to a suspension of more than five (5) school days shall be bifurcated into a guilt phase and a penalty phase in accordance with the procedures set forth in the Commissioner's regulations incorporated into the Code.
6. The removal of a student with disabilities other than a suspension or placement in an IAES shall be conducted in accordance with the due process procedures applicable to such removals of non-disabled students, except that school personnel may not impose such removal for more than ten (10) consecutive days or for a period that would result in a disciplinary change in placement, unless the CSE has determined that the behavior is not a manifestation of the student's disability.
7. During any period of suspension or removal, including placement in an IAES, students with disabilities shall be provided services as required by the Commissioner's regulations incorporated into the Code.

**D. Expedited Due Process Hearings**

1. An expedited due process hearing shall be conducted in the manner specified by the Commissioner's regulations incorporated into the Code, if:
  - a. The School District requests such a hearing to obtain an order of an impartial hearing officer placing a student with a disability in an IAES where school personnel maintain that it is dangerous for the student to be in the student's current educational placement, or during the pendency of due process hearings where school personnel maintain that it is dangerous for the student to be in the student's current educational placement during such proceedings.
  - b. The person(s) in parental relation to student requests such a hearing from a determination that the student's behavior was not a manifestation of the student's disability, or relating to any decision regarding placement, including but not limited to any decision to place the student in an IAES.
    - 1) During the pendency of an expedited due process hearing or appeal regarding the placement of a student in an IAES for behavior involving weapons, illegal drugs or controlled substances, or on grounds of dangerousness, or regarding a determination that the behavior is not a manifestation of the



student's disability for a student who has been placed in an IAES, the student shall remain in the IAES pending the decision of the impartial hearing officer or until expiration of the IAES placement, whichever occurs first, unless the person(s) in parental relation to student and the School District agree otherwise.

- 2) If school personnel propose to change the student's placement after expiration of an IAES placement, during the pendency of any proceeding to challenge the proposed change in placement, the student shall remain in the placement prior to removal to the IAES, except where the student is again placed in an IAES.
2. An expedited due process hearing shall be conducted in accordance with the requirements of the regulations of the Commissioner of Education.

#### **E. Referral to Law Enforcement and Judicial Authorities**

In accordance with the provisions of IDEA and its implementing regulations:

1. The School District may report a crime committed by a child with a disability to appropriate authorities, and such action will not constitute a change of the student's placement.

The Superintendent of Schools shall ensure that copies of the special education and disciplinary records of a student with disabilities are transmitted for consideration to the appropriate authorities to whom a crime is reported.

### **XI. Corporal Punishment, Aversion, Seclusion & The Use of Physical Force**

#### **Corporal Punishment**

The Board of Education asserts that corporal punishment is not an acceptable method of enforcing decorum, order or discipline, and that corporal punishment is contrary to the purposes of education. The Board of Education prohibits the use of corporal punishment by School District employees.

1. No teacher, administrator, officer, employee or agent in the School District shall use corporal punishment, aversive interventions, or seclusion against a student. For the purposes of this subdivision, "agent" shall include, but not be limited to, school resource officers, except when a student is under arrest and handcuffs are necessary for the safety of the student and others.

2. As used in this section, corporal punishment is defined as any act of physical force upon a student for the purpose of punishing that student, except as otherwise provided in subdivision 3.
3. Nothing contained in this section shall be construed to prohibit the use of reasonable physical force for the following purposes:
  - a. to protect oneself, another student, teacher or any person from physical injury;
  - b. to protect the property of the School District or of others; or
  - c. to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of School District functions, powers or duties, if that student has refused to comply with a request to refrain from further disruptive acts.

The above exceptions are permissible, provided that alternative procedures and methods not involving the use of physical force cannot reasonably be employed to achieve the same purposes. Alternative procedures and methods not involving the use of physical force include:

- a. the use of language which reduces hostility;
  - b. issuing clear directions to the offending student;
  - c. explaining the consequences of the student's actions to the student; and
  - d. enlisting the aid of another School District employee.
4. With respect to any and all incidents involving the use of physical force by a School District employee, the School District employee shall ensure that:
  - a. the dignity and integrity of the employee and the employee's profession are maintained; and
  - b. the rights of the student have not been violated.

#### **Aversive Intervention**

Aversive intervention is defined as an intervention that is intended to induce pain or discomfort for the purpose of eliminating or reducing student behavior, including such interventions as:

1. Contingent application of noxious, painful, intrusive stimuli or activities; strangling, shoving, strangling, shoving, deep muscle squeezes or other similar stimuli;
2. any form of noxious, painful or intrusive spray, inhalant or tastes;
3. contingent food programs that include the denial or delay of the provision of meals or intentionally altering staple food or drink in order to make it distasteful;
4. movement limitation used as a punishment, including but not limited to helmets and mechanical restraints as defined in this policy; or
5. other stimuli or actions similar to the interventions described above.

Mechanical restraint is defined as the use of any device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include devices implemented by trained school personnel, or utilized by a student, that have been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed, such as:

- a. adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;
- b. vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;
- c. restraints for medical immobilization; or
- d. orthopedically prescribed devices that permit a student to participate in activities without risk of harm.

Aversive intervention shall not include interventions such as voice control, limited to loud, firm commands; -time-limited ignoring of a specific behavior; token fines as part of a token economy system; brief physical prompts to interrupt or prevent a –specific behavior; interventions medically necessary for the treatment or protection of the student; or other similar interventions.

[The use of aversion intervention by School District employees is prohibited.](#)

**Seclusion**

Seclusion is defined as the involuntary confinement of a student alone in a room or space that they are physically prevented from leaving or they may perceive that they cannot leave at will. Seclusion does not include timeout— as defined in this policy. [The use of seclusion by School District employees is prohibited.](#)

**De-escalation**

Positive, proactive, evidence- and research-based de-escalation strategies through a multi-tiered system of supports shall be used to reduce the occurrence of challenging behaviors, eliminate the need for the use of timeout and physical restraint, and improve school climate and the safety of all students. Multi-tiered system of supports means a proactive and preventative framework that utilizes data to inform instruction and the allocation of services to maximize achievement for all students and support students' social, emotional and behavioral needs from a culturally responsive and strength-based perspective. For the purposes of this policy, de-escalation means the use of a behavior management technique that helps a student increase control over their emotions and behavior and results in a reduction of a present or potential level of danger to the student or others.

**1. Physical Restraint**

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. Physical restraint does not include a physical escort or brief physical contact and/or redirection to promote student safety, calm or comfort a student, prompt or guide a student when teaching a skill or assisting a student in completing a task, or for other similar purposes. Physical escort means a temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a student who is acting out to walk to a safe location.

Physical restraint shall only be used in a situation in which immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others. The type of physical restraint used shall be the least restrictive technique necessary and be discontinued as soon as the imminent danger of serious physical harm has resolved.

Physical restraint shall never be used in a manner that restricts the student's ability to breathe or communicate or harms the student. **The use of prone restraint is prohibited.** Prone restraint is defined as physical or mechanical restraint while the student is in a face-down position.

Physical restraint shall not be used as a planned intervention on a student's individualized education program, Section 504 accommodation plan, behavioral intervention plan, or other plan developed for a student by the school. Physical restraint

shall not be used to prevent property damage except in situations where there is imminent danger of serious physical harm to the student or others and the student has not responded to positive, proactive intervention strategies. Physical restraints shall be administered only by staff who have received training in accordance with law.

Following a physical restraint, if an injury has been sustained or believed to have been sustained, the school nurse, or other medical personnel (i.e., physician, physician assistant, or a nurse practitioner) shall evaluate the student to determine and document if any injuries were sustained during the incident.

2. Timeout

Timeout is defined as a behavior management technique that involves the monitored separation of a student in a non-locked setting and is implemented for the purpose of de-escalating, regaining control, and preparing the student to meet expectations to return to their education program. Timeout does not include:

- a. a student-initiated or student-requested break to utilize coping skills, sensory input, or self-regulation strategies;
- b. use of a room or space containing coping tools or activities to assist a student to calm and self-regulate, or the use of such intervention strategies consistent with a student with a disability's behavioral intervention plan; or
- c. a teacher removal, in-school suspension; or any other appropriate disciplinary action.

Timeout and physical restraint may be used only when:

- a. Other less restrictive and intrusive interventions and de-escalation techniques would not prevent imminent danger of serious harm to the student or others;
- b. There is no known medical contraindication to its use on the student; and
- c. The school staff using such interventions have been trained in their safe and appropriate application in accordance with the requirements under the law.

Timeout and physical restraint shall not be used as discipline or punishment, retaliation, or as a substitute for positive, proactive intervention strategies that are designed to change, replace, modify, or eliminate a targeted behavior. Timeout shall only be used in a situation that poses an immediate concern for the physical safety of the student or others. Staff shall return the student to their educational program as soon as the student has safely de-escalated, regained control and is prepared to meet expectations.

A room or physical space used for purposes of timeout may be located within a classroom or outside of the classroom and shall comply with the following requirements:

- a. The room or physical space shall:

- i. be unlocked, and any door must be able to be opened from the inside. The use of locked rooms or physical spaces is prohibited.
  - ii. provide a means for continuous -visual and auditory monitoring of the student;
  - iii. be of adequate width, length and height to allow the student to move about and recline comfortably;
  - iv. be clean and free of objects and— fixtures that could be potentially dangerous to a student; and
  - v. meet all local fire and safety codes.
- b. Wall and floor coverings shall, to the extent practicable, be designed to prevent injury to the student and there shall be adequate lighting and ventilation.
- c. The temperature of the room or physical space shall be within the normal comfort range and consistent with the rest of the building.

Staff shall continuously monitor the student in a timeout room or space. Staff functioning as timeout monitors shall be trained in accordance with law.

#### Parental Notification

The following procedures shall apply following the use of timeout:

1. The parent or person in parental relation to the student shall receive same-day notification following the use of timeout, including timeout used in conjunction with the student's behavioral intervention plan or use of a physical restraint.
2. When the student's parent or person in parental relation cannot be contacted, after reasonable attempts are made, the Building Principal or building administrator will record such attempts.
3. For students with disabilities, the Building Principal or building administrator shall report such attempts to the student's committee on special education.
4. The District shall provide the parent or person in parental relation to the student a copy of the documentation of the incident within three school days of the use of timeout or a physical restraint.

Whenever an incident has occurred during which a School District employee has had physical contact in any way that could be construed as physical force or corporal punishment, the School District employee must give a full, clear, factual and objective report of the incident to the Building Principal.

A student who has been subjected to physical force by a School District employee or the person(s) in parental relation to such a student may file a grievance in accordance with the procedures outlined in the School District's student grievance regulation.

**Documentation**

1. The school shall maintain documentation of each incident involving the use of timeout, including timeout used in conjunction with a student's behavioral intervention plan consistent law, and/or physical restraint on each student, which shall include:
  - a. the name and date of birth of the student;
  - b. the setting and location of the incident;
  - c. the name of the staff who participated in the implementation, monitoring and supervision of the use of timeout and/or physical restraint and any other persons involved;
  - d. a description of the incident including duration, and for physical restraint, the type of restraint used;
  - e. whether the student has an individualized education program, Section 504 accommodation plan, behavioral intervention plan, or other plan developed for the student by the school;
  - f. a list of all positive, proactive intervention strategies utilized prior to the use of timeout and/or physical restraint; and for students with disabilities, whether those strategies were consistent with a student's behavioral intervention plan, if applicable;
  - g. the details of any injuries sustained by the student or staff during the incident and whether the student was evaluated by the school nurse or other medical personnel;
  - h. the date and method of notification to the parent or person in parental relation pursuant to this policy and whether a meeting was held; and
  - i. the date of the debriefing held consistent with this policy.
2. Documentation of the incident shall be reviewed by supervisory personnel and, as necessary, the school nurse or other medical personnel.
3. Documentation of each incident shall be maintained by the school and made available for review by the department upon request.

**Debriefing**

As soon as practicable, and after every incident in which timeout and/or a physical restraint is used on a student, a school administrator or designee shall:

1. meet with the school staff who participated in the use of timeout and/or physical restraint to discuss:
  - a. the circumstances leading to the use of timeout and/or physical restraint;
  - b. the positive, proactive intervention strategies that were utilized prior to the use of timeout and/or physical restraint; and
  - c. planning for the prevention and reduction of the future need for timeout and/or physical restraint with the student including, if applicable, whether a referral should be made for special education programs and/or other support services

or, for a student with a disability, whether a referral for review of the student's individualized education program and/or behavioral intervention plan is needed; and

2. Direct a school staff member to debrief the incident with the student in a manner appropriate to the student's age and developmental ability and to discuss the behavior(s), if any, that precipitated the use of timeout and/or physical restraint.

### **Investigation of Complaints**

Any claim about the use of corporal punishment shall be submitted in writing by the complainant to the Superintendent of Schools. This written complaint will be forwarded to the School Attorney within seven (7) school days. The Superintendent of Schools or designee shall investigate the complaint to determine whether an incident actually took place, and if so, to determine the identity of the person or persons who administered the corporal punishment, the identity of the student or students involved, reasons for the action and any other relevant facts or circumstances. Results of this investigation will be forwarded to the School Attorney upon completion of the investigation.

### **Reports to Commissioner of Education**

Reports shall be submitted to the Commissioner of Education on or before January 15 and July 15 of each year concerning complaints about the use of corporal punishment during the six (6) month reporting period. Such reports shall set forth the substance of each complaint, the results of the investigation and the action, if any, by the School District.

## **XII. Student Searches and Interrogations**

The Board of Education is committed to ensuring an atmosphere on school property and at school functions that is safe and orderly. To achieve this kind of environment, any school official authorized to impose a disciplinary consequence on a student may question a student about an alleged violation of law or the Code. Students are not entitled to any sort of "Miranda" type warning before being questioned by school officials, nor are school officials required to contact person(s) in parental relation to student(s) before questioning the student. However, school officials will tell all students why they are being questioned. In addition, the Board of Education authorizes the Superintendent of Schools, building administrators and School District security officials to conduct searches of students and their belongings if the authorized school official has reasonable suspicion to believe that the search will result in evidence that the student violated the law or the Code.

Students are protected by the Constitution from unreasonable searches and seizures. A student may be searched and contraband seized on school grounds or in a school building by a School District employee only when the School District employee has reasonable suspicion to believe the student is engaging in proscribed activity which is in violation of school rules and/or illegal.



Factors to be considered in determining whether reasonable suspicion exists to search a student include, but are not limited to:

- a) The age of the student;
- b) The student's record and past history;
- c) The predominance and seriousness of the problem in the school where the search is directed; and
- d) The urgency to conduct the search without delay.

If reasonable suspicion exists to believe that a student possesses a weapon, it is permissible for a School District employee to search that student.

An authorized school official may conduct a search of a student's belongings that is minimally intrusive, such as touching the outside of a book bag, without reasonable suspicion, so long as the school official has a legitimate reason for the very limited search. An authorized school official may search a student or the student's belongings based upon information received from a reliable informant. Individuals, other than the School District employees, will be considered reliable informants if they have previously supplied information that was accurate and verified, or they make an admission against their own interest, or they provide the same information that is received independently from other sources, or they appear to be credible and the information they are communicating relates to an immediate threat to safety. School District employees will be considered reliable informants unless they are known to have previously supplied information that they knew was not accurate.

### **Lockers**

Lockers are provided by the school for student use and the administration has the right to search lockers. A student may have exclusive use of a locker as far as other students are concerned, but the student does not have such exclusivity over the locker as it relates to the school authorities.

### **Questioning of Students by School Officials**

School officials have the right to question students regarding any violations of school rules and/or illegal activity. In general, administration may conduct investigations concerning reports of misconduct. These may include, but are not limited to, questioning students, staff, person(s) in parental relation to student(s), or other individuals as may be appropriate and, when necessary, determining disciplinary action in accordance with applicable due process rights.

Should the questioning of students by school officials focus on the actions of one particular student, the student will be questioned, if possible, in private by the appropriate school administrator. The person(s) in parental relation to student(s) may be contacted. The degree, if any, of person(s) in parental relation to student(s) involvement will vary depending upon the nature and the reason for questioning, and the necessity for further action which may occur as a result.

The questioning of students by school officials does not preclude subsequent questioning/interrogations by police authorities, as otherwise permitted by law. Similarly, the questioning of students by school officials does not negate the right/responsibility of school officials to contact appropriate law enforcement agencies, as may be necessary, with regard to such statements given by students to school officials.

School officials acting alone and on their own authority, without the involvement of or on behalf of law enforcement officials are not required to give the so-called "Miranda warnings" (i.e., advising a person, prior to any custodial interrogations as defined in law, of the right to remain silent; that any statement made by the individual may be used as evidence against him/her; and that the individual has the right to the presence of an attorney, either retained or appointed) prior to the questioning of students.

If deemed appropriate and/or necessary, the Superintendent of Schools or designee may also review the circumstances with School District legal counsel so as to address concerns and the course of action, if any, which may pertain to and/or result from the questioning of students by school officials.

#### **Documentation of Searches**

The authorized school official conducting the search shall be responsible for promptly recording the following information about each search:

1. Name, age and grade of student searched;
2. Reasons for the search;
3. Name of any informant(s);
4. Purpose of search (that is, what item(s) were being sought);
5. Type and scope of search;
6. Individual conducting search and the individual's title and position;
7. Witnesses, if any, to the search;
8. Time and location of search;
9. Results of search (that is, what items(s) were found);
10. Disposition of items found; and
11. Time, manner and results of notification to the person(s) in parental relation to student(s).

The Building Principal or designee shall be responsible for the custody, control and disposition of any illegal or dangerous item taken from a student. The Building Principal or designee shall clearly label each item taken from the student and retain control of the item(s), until the item(s) is turned over to the police. The Building Principal or designee shall be responsible for personally delivering dangerous or illegal items to police authorities.

**Police Involvement in Searches and Interrogations of Students**

School District officials are committed to cooperating with police officials and other law enforcement authorities to maintain a safe school environment. Police officials, however, have limited authority to interview or search students in schools or at school functions, or to use school facilities in connection with police work. Police officials may enter school property or a school function to question or search a student, or to conduct a formal investigation involving students only if they have:

1. a search or an arrest warrant;
2. probable cause to believe a crime has been committed on school property or at a school function; or
3. been invited by school officials.

Before police officials are permitted to question or search any student, the Building Principal or designee shall first try to notify the person(s) in parental relation to student to give the person(s) in parental relation to student the opportunity to be present during the police questioning or search. If the person(s) in parental relation to student cannot be contacted prior to the police questioning or search, the questioning or search shall not be conducted. The Building Principal or designee will also be present during any police questioning or search of a student on school property or at a school function. Students who are questioned by police officials on school property or at a school function will be afforded the same rights they have outside the school. This means:

1. They must be informed of their legal rights.
2. They may remain silent if they so desire.
3. They may request the presence of an attorney.

**Child Protective Services Investigations**

Consistent with the School District's commitment to keep students safe from harm and the obligation of school officials to report to Child Protective Services when they have reasonable cause to suspect that a student has been abused or maltreated, the School District will cooperate with local Child Protective Services workers who wish to conduct interviews of students on school property relating to allegations of suspected child abuse, and/or neglect, or custody investigations.

All requests by Child Protective Services to interview a student on school property shall be made directly to the Building Principal or designee. The Building Principal or designee shall set the time and place of the interview. The Building Principal or designee shall decide if it is necessary and appropriate for a school official to be present during the interview, depending on the age of the student being interviewed and the nature of the allegations. If the nature of the allegations is such that it may be necessary for the student to remove any of the student's clothing in order for the Child Protective Services worker to verify the allegations, the school nurse or other School

District medical personnel must be present during that portion of the interview. No student may be required to remove the student's clothing in front of a Child Protective Services worker or School District official of the opposite gender.

A Child Protective Services worker may not remove a student from school property without a court order, unless the worker reasonably believes that the student would be subject to danger of abuse if the student were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to danger of abuse, the worker may remove the student without a court order and without the consent of the person(s) in parental relation to student.

### **XIII. Visitors to the Schools**

The Building Principal or designee is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

1. Anyone who is not a regular staff member or student of the school will be considered a visitor;
2. All visitors to the school must report to the security aide at the point of entry upon arrival at the school. Visitors will be required to produce a form of identification (e.g. driver's license) and explain the reason(s) for the visit. There they will be required to sign the visitor's register and will be issued a visitor's identification badge, which must be worn at all times while in the school or on school grounds. The visitor must return the identification badge to the security aide before leaving the building;
3. Visitors attending school functions that are open to the public, such as parent-teacher organization meetings or public gatherings are not required to register;
4. Teachers are expected not to take class time to discuss individual matters with visitors;
5. Any unauthorized person on school property will be reported to the Building Principal or designee. Unauthorized persons will be asked to leave. The School District security or the police may be called if the situation warrants; and
6. All visitors are expected to abide by the rules for public conduct on school property contained in the Code.

### **XIV. Public Conduct on School Property**

The Board of Education and the School District are committed to providing an orderly, respectful environment that is conducive to learning. To create and maintain this kind of environment, it is necessary to regulate public conduct on school property and at school functions. For purposes of this section of the Code, "public" shall mean all persons when on school property or attending a school function including students, teachers and School District personnel.

The restrictions on public conduct on school property and at school functions contained in the Code are not intended to limit freedom of speech or peaceful assembly.

The School District recognizes that free inquiry and free expression are indispensable to the objectives of the School District. The purpose of the Code is to maintain public order and prevent abuse of the rights of others.

All persons on school property or attending a school function shall conduct themselves in a respectful and orderly manner. In addition, all persons on school property or attending a school function are expected to be properly attired for the purpose they are on school property.

**A. Prohibited Conduct**

No person, either alone or with others, shall:

1. Intentionally injure any person or threaten to do so;
2. Intentionally damage or destroy School District property or the personal property of a teacher, administrator, other School District employee or any person lawfully on school property, including graffiti or arson;
3. Use language or gestures that are profane, lewd, vulgar or abusive;
4. Engage in any sexual behavior and/or contact;
5. Obstruct pedestrian traffic in hallways, stairwells, and doorways
6. Intentionally obstruct vehicular traffic;
7. Engage in any willful act which disrupts the normal operation of the school community;
8. Intentionally damage or destroy, including graffiti or arson, the personal property of a student, teacher, administrator, other School District employee, or any person lawfully on school property or attending a school function;
9. Steal or attempt to steal the property of students, school personnel, or any other person lawfully on school property or attending a school function;
10. Be dishonest (lying, lying by omission, knowingly sharing false information);
11. Fail to comply with reasonable directives of teachers, school administrators, or other school employees/contractors in charge of students;
12. Trespass on school grounds or entering a school building without administrative permission and authorized supervision;
13. Fail to vacate school grounds at the conclusion of school authorized activities;
14. Be in an unauthorized area without supervision;
15. Use drones on or above school property;
16. Disrupt the orderly conduct of classes, school programs or other school activities;
17. Distribute or wear materials on school grounds or at school functions that are obscene, advocate illegal action, appear libelous, obstruct the rights of others, or are disruptive to the school program;
18. Intimidate, harass or discriminate against any person on the basis of actual or perceived race, creed, color, weight, national origin, ethnic group, religion, religious practice, disability, sex, sexual orientation, or gender (including gender identity and expression);

19. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed;
20. Obstruct the free movement of any person in any place to which the Code applies;
21. Violate the traffic laws, parking regulations or other restrictions on vehicles;
22. Possess, consume, sell, distribute or exchange alcoholic beverages, controlled substances, or be under the influence of either on school property or at a school function;
23. Possess or use weapons in or on school property or at a school function, except in the case of law enforcement officers or except as specifically authorized by the School District;
24. Loiter on or about School District property;
25. Gamble on School District property or at School District functions;
26. Refuse to comply with any reasonable order of identifiable School District officials performing their duties;
27. Willfully incite others to commit any of the acts prohibited by the Code;
28. Violate any federal or state statute, local ordinance or Board of Education policy while on School District property or while at a School District function;
29. Commit an act of violence (such as hitting, kicking, punching, and scratching) upon a teacher, administrator or other School District employee or attempting to do so;
30. Commit an act of violence (including but not limited to choking, hitting, kicking, punching, and scratching) upon a student or any other person lawfully on School District property or attempt to do so;
31. Possess a weapon;
32. Display what appears to be a weapon;
33. Threaten to use any weapon;
34. Fight or engage in violent behavior;
35. Subject students, School District personnel or any other person lawfully on school property or attending a school function to danger by recklessly engaging in conduct which creates a substantial risk of physical injury;
36. Intimidate any student, School District personnel or any other person lawfully on School District property or attending a School District function;
37. Threaten another with bodily harm;
38. Create a hazardous or physically offensive condition by any act which serves no legitimate purpose;
39. Hide evidence of an illegal act or school violation;
40. Haze;
41. Discriminate against another individual;
42. Defame another individual;
43. Bully (including cyberbullying) another individual;
44. Harass another individual;
45. Sell, use, distribute or possess obscene material;
46. Smoke cigarettes, cigars, pipes or use chewing or smokeless tobacco while on School District grounds or at a School District function;

47. Possess, consume, sell, distribute or exchange alcoholic beverages or illegal substances, or be under the influence of either. "Illegal substances" include, but are not limited to, inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, and any substances commonly referred to as "designer drugs";
48. Inappropriately use or share prescription and over-the-counter drugs;
49. Engage in an act of indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner;
50. Initiate a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher;
51. Engage in misconduct while using technology; and
52. Litter or walk animals on School District property.

**B. Consequences**

Persons who violate the Code shall be subject to the following consequences:

1. Visitors. The visitors' authorization, if any, to remain on School District grounds or at any School District function shall be withdrawn and they shall be directed to leave the premises. If they refuse to leave, they shall be subject to ejection;
2. Students. They shall be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements;
3. Tenured faculty members. They shall be subject to disciplinary action as the facts may warrant in accordance with Education Law § 3020-a, or any other legal rights that they may have;
4. Staff members in the classified service of the civil service entitled to the protection of Civil Service Law § 75. They shall be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with Civil Service Law § 75, or any other legal rights that they may have;
5. Staff members other than those described in subdivisions 3 and 4. They shall be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have; and
6. Board of Education member shall be subject to warning or removal.

**C. Enforcement**

All School District employees shall be responsible for enforcing the conduct required by the Code.

The School District shall initiate disciplinary action against any student or staff member, as appropriate, with the "Consequences" section above. In addition, the School District reserves its right to pursue a civil or criminal legal action against any person violating the Code.

**XV. Notices**

All notices required to be provided pursuant to the Code shall be provided in the native language of the person(s) in parental relation to [the](#) student(s).

**XVI. Dissemination and Review**

**Dissemination of the Code**

The Board of Education will work to ensure that the community is aware of the Code by:

1. Providing copies in an age-appropriate, written in plain language, summary of the Code to all students at an assembly to be held at the beginning of each school year;
2. Providing a plain language summary to all person(s) in parental relation to student(s) at the beginning of the school year, and thereafter on request;
3. Posting the complete Code on the School District's website;
4. Providing all current teachers and other staff members with a copy of the Code, and a copy of any amendments to the Code, as soon as practicable after adoption;
5. Providing all new employees with a copy of the current Code when they are first hired; and
6. Making copies of the complete Code available for review by students, persons in parental relation to student(s) and other community members.

The Board of Education will provide training for all School District staff members to ensure the effective implementation of the Code. The Superintendent of Schools may solicit the recommendations of the School District staff, particularly teachers and administrators, regarding in-service programs pertaining to the management and discipline of students. On-going professional development will be included in the School District's professional development plan, as needed.

**Review of the Code**

The Board of Education will review the Code every year and update it as necessary. In conducting the review, the Board of Education will consider how effective the Code's provisions have been and whether the Code has been applied fairly and consistently. Before adopting any revisions to the Code, the Board of Education will hold at least one (1) public hearing at which School District personnel, person(s) in parental relation to student(s), students and any other interested party may participate.

The Code and any amendments to it will be filed with the Commissioner of Education, in a manner prescribed by the Commissioner, no later than thirty (30) days after adoption.



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Revised: April 16, 2024

The Board of Education recognizes that good student health is vital to successful learning and acknowledges its responsibility, in addition to that of parent(s) or guardian(s), to protect and foster a safe and ~~healthful~~healthy environment for the students.

The School District shall work closely with students' families to provide detection and preventive health services. In accordance with law, the School District will provide vision, hearing, dental inspection ~~and scoliosis~~and scoliosis screening. ~~Health problems~~Health problems ~~Results~~ shall be referred to the parent(s) or guardian(s) who ~~shall be~~shall be encouraged to have their family physician or dentist provide appropriate care.

In order to enroll in the School District a student must submit a health certificate evidencing a physical examination within thirty (30) calendar days after entering school, and upon entering pre-kindergarten, kindergarten, first, third, and fifth grades. The examination, which must conform to state requirements, must have been conducted no more than twelve (12) months before the first day of the school year in question. If a student is unable to furnish the health certificate, with consent from the parent/ guardian, the School District will provide a physical examination by a licensed provider. A request for exemption from the physical examination, or the requirement to provide a health certificate, must be made in writing to the ~~b~~Building ~~p~~Pincipal or designee, who may require documents supporting the request. Health examinations shall also be provided prior to student participation in strenuous physical activity and periodically throughout the school year as necessary ~~and for all students who need work permits~~and for all students who need work permits.

In addition, students will be asked to provide a dental health certificate when they enroll in the School District and in accordance with the same schedule as the health certificate. An examination and health history of any student may be required by School District authorities at any time at their discretion to promote the educational interests of such student.

A permanent student health record shall be part of a student's cumulative School District record and should follow the student from grade to grade and school district to school district along with ~~their his/her~~ academic record. This record folder shall be maintained by the School District nurse at each building .

The School District shall also provide emergency care for students in accidental or unexpected medical situations. Each school in the School District will include in its emergency plan a protocol for responding to health care emergencies, including but not limited to anaphylaxis, and concussion. Parents/ guardians will be notified of any emergency medical situation as soon as is practicable.

The Board of Education recognizes that the State of New York may authorize and require the collection of data from health certificates in furtherance of tracking and understanding health care issues that affect children. The Board of Education supports these efforts and expects administrators to cooperate and to observe the appropriate laws and regulations in carrying out those responsibilities, including those that relate to student privacy.

**Immunization**

Children must receive immunizations for diphtheria, poliomyellitis, measles, mumps, rubella, hepatitis B, Haemophilus Influenzae Type b (Hib), pertussis, tetanus, meningococcal, and pneumococcal disease and varicella in accordance with the Public Health Law, and the regulations thereunder, prior to entering or being admitted to school unless the child falls within the ~~religious/~~ medical exemption under the statute.

Children must receive a booster immunization containing diphtheria and tetanus toxoids, and an acellular pertussis vaccine in accordance with the Public Health Law, and the regulations thereunder, upon entering or being admitted to school in sixth or a comparable age level special education program with an unassigned grade.

Parents/~~guardians~~ must provide acceptable proof indicating required receipt of all vaccines in accordance with law and regulations. A child may be excluded from the immunization requirements based on a physician determined health reason or condition. This medical exemption must be signed annually by a physician licensed to practice in New York State. A parent/ guardian who seeks an exemption must make a formal request for such an exemption in accordance with ~~School-~~ District procedure and practice.

A child will not be admitted to school or allowed to attend school for more than fourteen (14) days without an appropriate immunization certificate or acceptable evidence of immunization. This period may be extended to not more than thirty (30) days on a case-by-case basis by the ~~bB~~Building ~~pP~~Principal if the child is transferring from another state or country and can show a good faith effort to get the necessary certification or other evidence of immunization.

When a student transfers out of the School District, the parent/ guardian will be provided with an immunization transfer record showing the student's current immunization status which will be signed by the School District nurse or the School District physician. A transcript or photocopy of the immunization portion of the cumulative health record will be provided to the new education institution upon written request.

In the event that a parent/~~guardian~~ is unable to provide an immunization record, the School District nurse or other authorized School District official may access the New York State Immunization Information System (NYSIIS) or the New York City Immunization Records (CIR) to determine if the child has met the immunization requirements. If the system indicates that the child has received the required vaccinations, the information will be entered as part of the student's record, the source and the dates noted, and the documentation requirement will have been met.

Whenever a child has been refused admission to, or continued attendance at a school because there exists no immunization certificate, the Building Principal shall:

- a. Forward a report of such exclusion and the name and address of the student to the local health authority and to the person in parental relation to the child concerning the lack of the immunization certificate;

- b. With the cooperation of the appropriate local health authority, provide a time and place at which an immunizing agent or agents may administer vaccines to a child for whom consent has been obtained. Upon failure of a local health authority to cooperate in arranging for a time and place at which an immunizing agent or agents may administer vaccines, the Commissioner of Health shall arrange for such administration and may recover the cost thereof from the amount of state aid to which the local health authority would otherwise be entitled.

### Communicable Diseases

It is the responsibility of the Board of Education to provide all students with a safe and healthy School District environment. To meet this responsibility, it is sometimes necessary to exclude students with contagious and infectious diseases, as defined in the Public Health Law, from attendance in the School District. Whenever, upon investigation by the School Physician~~Chief Medical Director~~, the School District nurse or other health professionals acting upon the direction or referral of the School Physician~~Chief Medical Director~~ for care and treatment, a student shows symptoms of any communicable or infectious disease reportable under the Public Health Law that imposes a significant risk of infection of others in the School District, ~~they~~he or she shall be excluded from school and sent home immediately, in a safe and proper manner. Students will be excluded during periods of contagion for time periods indicated on a chart developed by the New York State Department of Health and/ or the School Physician~~Chief Medical Director~~. The School Physician~~Chief Medical Director~~ may examine any student returning to school following an absence due to illness or unknown cause, who is without a certificate from a local public health officer, a duly licensed physician, physician assistant or a nurse practitioner, to determine that the student does not pose a threat to the School District community. It is the responsibility of the Superintendent of Schools, working through School District health personnel, to enforce this policy and to contact the county or local health department when a reportable case of a communicable disease is identified in the student or staff population. Further, the School District shall maintain an up-to-date list of susceptible students within the School District, including all students who are exempt from immunizations and/ or still in the process of completing their immunizations, who shall be excluded from school in the event of a vaccine-preventable disease occurrence, as ordered by the Commissioner of Health.

### Administering Medication to Students in School

Neither the Board of Education nor School District staff members shall be responsible for the diagnosis or treatment of student illness. The administration of prescribed medication to a student during school hours shall be permitted only under the conditions set forth below and when failure to take such medication would jeopardize the health of the student, or the student would not be able to attend school if the medicine were not made available to ~~him/her~~them during school hours, or where it is done to accommodate a student's special medical needs pursuant to law (e.g., Section 504 of the Rehabilitation Act of 1973). "Medication" will include all medicines prescribed by a physician.

Before any medication may be administered to any student during school hours, parent(s) or guardian(s) must present the following information:

1. Written medical documentation from the family physician containing the following information: student's name, the date and name of the medicine, dosage and time to be administered, and list of possible side effects;
2. Written notice from the parent(s) or guardian(s) giving the School District nurse who is a registered nurse permission to administer the medication, and with such permission, and under the on-site direction of the school nurse; or
3. A medication request form filed with the school nurse.

School District-wide procedures shall be developed by a team of nurses from each school building for the administration of medication other than epinephrine auto injectors, which require that:

1. All medications will be administered by a licensed person unless the child is self-directed;
2. Medications shall be securely stored in the nurse's office and kept in their original labeled container, which specifies the type of medication, the dosage to be given, the route of administration and the times of administration. The school nurse shall maintain a record of the name of the student to whom medication may be administered, the prescribing physician, the dosage and timing of medication, and a notation of each instance of administration;
3. All medications shall be brought to school by the parent(s) or guardian(s) in the original container and shall be picked up by the parent(s) or guardian(s) at the end of the school year or the end of the period of medication, whichever is earlier. If not picked up within five (5) days at the end of the period of medication or school year, the medication shall be discarded in accordance with law; and
4. All medications must clearly indicate the expiration date of the medication. The school nurse shall not administer medication which has expired.

~~An adult must bring the medication to school in the original container.~~ The administering staff member should clearly label the medication with the time to be given, the dosage and the route of administration.

In addition, in accordance with Education Law Section 919, the School District shall make nebulizer(s) available on-site in School District buildings where nursing services are provided. Students with a patient-specific order, who require inhaled medications, shall have access to a nebulizer. The School District will develop procedures in collaboration with School District health personnel that is approved by the ~~Chief Medical Director~~School Physician and the Board of Education.

Students are permitted to carry and apply sunscreen without a medical provider's order under the following conditions:

1. The-sunscreen is used to avoid overexposure to the sun and not for medical treatment of an injury or illness; if sunscreen is required to treat a medical condition, the procedures for administering medication (above) apply;
2. The sunscreen is FDA approved for over the counter use;
3. The student's parents or guardians provide written permission annually for the student to carry and use the sunscreen.

The school nurse will keep written permission for students on file and develop procedures pertaining to this policy.

### **Life-Threatening Allergies and Anaphylaxis Management**

The Board of Education recognizes its role and responsibility in supporting a healthy learning environment for all students, including those who have, or develop, life-threatening allergies. The Board of Education's policies and procedures concerning life-threatening allergies will be applied uniformly in each of the School District's facilities.

If the student is eligible for accommodations based upon the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act, the appropriate procedures will be followed regarding identification, evaluation and implementation of accommodations and/or response to life threatening allergies and management for each individual student.

Life-threatening allergies are increasing in frequency and –the number of affected students is rising. In some cases, minute amounts of the food allergen, when eaten, touched or inhaled can make an allergic child very ill and put an allergic child at risk for life-threatening anaphylaxis. Anaphylaxis is a severe life-threatening allergic reaction which requires immediate medical attention. The School District will endeavor to reduce exposure– to– life-threatening –allergens within the school setting, while acknowledging that it is impossible to achieve an allergen-free environment. Currently, there is no cure for food allergies and avoidance is the only prevention. It is, therefore, impossible to completely avoid all allergic foods since they can be hidden or accidentally introduced via other sources. The School District will provide general training for staff concerning allergens in classrooms, the cafeteria or the gymnasium and specific training for adults in a supervisory role in the recognition and emergency management of specific medical conditions for specific students. Students, parents/[guardians](#), School District personnel and health care providers must all work together to provide the necessary inf-ormation and training to allow children with life-threatening allergies to participate as fully and safely as possible in the School District setting. Parents/ guardians, students, District administration, school nurse, teachers, custodial staff, after-school volunteers, transportation employees, and other School District administrators and members of the School District community are important partners to work together to provide the necessary information and training to allow children with life-threatening

allergies to participate as fully and safely as possible in the school setting, including: (a) ongoing and effective communication, (b) receipt by the School District of complete health information (c) preparation of appropriate accommodations and (d) protocols in place for any necessary medication and emergency protocols for the student with life-threatening allergies.

The School District will work cooperatively with parents/guardians and healthcare providers to support students with life-threatening allergies. Parents/guardians and treating physicians must prepare the School District for serious reactions that may occur despite precautions. To that end, parents/ guardians are responsible for: (a) notifying the school of students with documented life-threatening allergies and/or episodes of anaphylaxis, and (b) for providing the school with medical information and the family physician's treatment protocol. In addition, when a student has been identified by theirhis/-her parents/ guardians ~~—and—~~ physician ~~—as having—~~ a ~~—life-threatening—~~ allergy, ~~—the parent/ guardian —should:~~

1. inform the school nurse of the child's food allergies, condition and treatments, and provide written medical documentation of same as needed.
2. provide the school nurse with medical prescription which may include appropriate dosing and dosage of medication and route to or from their physician.
3. provide the school nurse with epinephrine auto injector(s) and other medication, if appropriate, as prescribed by the family physician.
4. be encouraged to provide the child with a medical information bracelet or necklace to be worn at school that lists allergies.
5. participate in the development of a Health Plan.
6. provide safe foods for lunches, snacks, and special occasions. Must also make the determination as to the safety of lunch provided by a third party for the food-allergic child.
7. teach their allergic child to recognize first symptoms, to communicate these to staff, to not share snacks, lunches, drinks and utensils.
8. consent to share medical information with necessary employees.
9. maintain up-to-date emergency contacts and phone numbers.
10. update ~~—medical information annually —and/or whenever —any change to medical condition occurs.~~
11. stay in contact with classroom teacher and school nurse to help provide a safer classroom.

Upon notification by ~~—the parent and/or guardian,~~ a conference will be held to develop an Individual Health Plan (IHP), Emergency Care Plan or a Section 504 accommodation plan if the student is eligible for an accommodation based upon Section 504 of the Rehabilitation Act of 1973. School District personnel will be made aware of a student with a life-threatening allergy as set forth in their IHP, Emergency Care Plan or Section 504 on a ~~need-to-know~~to-know basis. Adults in a supervisory role will be trained concerning life-threatening allergies. The Superintendent of Schools or his/-her designee will publish a list of known life-threatening allergies, which list will be distributed to each of the School District's facilities.



The School District will work cooperatively with the student, their parent(s) or guardian(s) and healthcare provider to allow the student~~child~~ to participate as fully and as safely as possible in School District activities. When a student has a known life-threatening allergy reported on their health form or if the School District has been informed by the parent/guardian of the presence of a life-threatening allergy, the School District will assemble a team, which may include the parent/guardian, the School District nurse, the child's teacher, the ~~b~~Building Pprincipal (or his/her designee) and other appropriate personnel, which will be charged with developing an individual health care plan. The plan will be maintained by the School District nurse. The plan will guide prevention and response.

Parents/ guardians will be informed prior to the start of the school year concerning the Board of Education's policy concerning students with life-threatening allergies. Teachers will discuss with students, in an age appropriate manner, the seriousness of life-threatening allergies and the importance of not sharing or trading snack or party food with classmates. Each teacher who has a student with a ~~life-threatening~~life-threatening allergy enrolled in his/her~~their~~ class will keep this information in their~~his/her~~ emergency folder.

The following guidelines should be implemented in order to protect the privacy of the student~~child~~ while educating students, staff and parents/ guardians:

1. in accordance with a student's 504 accommodation plan, Emergency Care Plan or IHP, identify the student~~child~~ and medical condition to the staff, either individually or at a staff meeting before school begins (teaching and non-teaching staff) on a need-to-know basis. Parents/ guardians may participate in the discussions about their~~his/her~~ child.
2. Board of Education policy will be placed in published handbooks and be posted on the School District's website.

### **Self-Administration of Medication by Students with Life-threatening Allergies, Asthma and Diabetes**

The Board of Education recognizes its role and responsibility in supporting a healthy learning environment for all students, including those who have, or develop, life-threatening allergies, asthma and/or diabetes. Students who have been diagnosed by a physician or other duly authorized healthcare provider with a life-threatening allergy, asthma or diabetes shall be allowed to carry and use medication prescribed for emergency treatment and/ or to immediately relieve or manage symptoms during the school day, on School District property and at any School District function, with the written permission of a physician or other duly authorized healthcare provider and written parental/guardian consent. Record of such consent and -permission shall be maintained in the student's cumulative health record.

Written permission of a physician or healthcare provider shall include an attestation by the physician or healthcare provider confirming the following:

1. Student's- diagnosis -of- a -condition -for -which -medication- is needed -for -emergency treatment and/ or to relieve or manage symptoms;



2. That the student has demonstrated that ~~they—he or she~~ can self-administer the prescribed medication effectively; and
3. The expiration date of the order, the name of the prescribed medication, the dose the student is to self-administer, times when medication is to be self-administered by the student, and the circumstances which may warrant the use of the medication.

In addition, upon the written request of a parent or guardian, the student will be permitted to maintain an extra inhaler, extra epinephrine auto injector, or extra insulin and insulin delivery system, glucagon, blood glucose meters and related supplies, as appropriate, in the care and custody of a licensed nurse, nurse practitioner, physician's assistant, or physician employed by the School District, and shall be readily accessible to such student. The medication provided by the student's parent or guardian shall be made available to the student in accordance with this policy and the orders prescribed in the written permission of the physician or other authorized health care provider. Each student who is permitted to self-administer ~~theirhis/ her~~ prescribed medication should have an emergency action plan on file with the School District. Training will be provided by a physician or other duly authorized licensed health care professional in a competent manner and in accordance with Commissioner's Regulations.

This policy will be included in a faculty handbook, posted on the School District's website and provided to outside organizations that have been granted use of the School District's facilities.

#### **Administering Medication on Field Trips and at After-School Activities**

Taking medication on field trips and at before or after-school activities is permitted if a student is self-directed in administering ~~his/ her~~their own medication. On field trips or at other before or after- school activities, teachers or other School District staff may carry the medication so that the self- directed student can take it at the proper time.

If a student is going on a field trip but is not self-directed (i.e. fully aware and capable of understanding the need and assuming responsibility for taking medicine) then the School District will address the manner in which the student's medical needs will be attended to during field trips and at before or after-school activities in the Individual Health Plan (IHP), Emergency Care Plan or 504 Plan developed for the student.

#### **Administering Epinephrine Auto Injectors in Emergency Situations**

The administration of epinephrine by epinephrine auto injectors~~has~~ become an accepted and beneficial practice in protecting individuals subject to serious allergic reactions. Pursuant to Commissioner's Regulations, registered professional nurses may carry and administer agents used in non-patient specific emergency treatment of anaphylaxis whether or not a student has a known ~~life threatening~~life-threatening allergy.

In addition, pursuant to Education Law and Commissioner's Regulations, school nurses or school physicians may provide training to unlicensed School District staff in administering epinephrine auto injectors, in the event of the onset of a serious allergic reaction when a nurse is not available ~~whether or not the~~ to a student has a known ~~life-threatening~~ life-threatening allergy, with written permission from a physician or other duly authorized health care provider, along with written parental consent. Epinephrine auto injectors shall be placed in accessible designated locations in each of the School District's facilities. The Superintendent of Schools or ~~his/ her~~ designee will determine the designated location of the epinephrine auto injectors.

#### **Use of- Automated External Defibrillators**

The Board of Education recognizes that the use and deployment of Automated External Defibrillators (AEDs) in emergencies may reduce the number of deaths associated with sudden cardiac arrest. The Board of Education has created a Public Access Defibrillation Program (PAD Program) and authorizes the Superintendent of Schools, or ~~his/ her~~ designee, to develop procedures on the handling of sudden cardiac arrest in students, staff and ~~others~~ involved in School District activities. The use of AEDs is subject to the following conditions:

1. The PAD Program shall be provided in compliance with Section 3000-B of the New York State Public Health Law and New York State Department of Health, Bureau of Emergency Medical Services Policy Statement 98-10, as amended, titled "Public Access Defibrillation".
2. The Board of Education will identify an "emergency health care provider" (EHCP) who is knowledgeable and experienced in emergency cardiac care and has agreed to serve as an EHCP and participate in a collaborative agreement with the School District. The EHCP shall provide the School District with a copy of ~~his/ her~~ their New York State license.
3. The EHCP will participate in the regional quality improvement program as required by law.
4. The collaborative agreement with the EHCP will include the following provisions, at a minimum:
  - a. Written practice protocols for the use of the AED(s).
  - b. Written policies and procedures which:
    - i. Provide training requirements for AED users;
    - ii. Require the immediate calling of 911 emergency services;
    - m. Require ready identification of the location of the AED units;
    - iv. Provide for regular maintenance procedures of the AED units which meet or exceed manufacturer's recommendations;

- v. Detail documentation requirements; and
  - vi. Define participation in a regionally -approved quality improvement program.
5. The Board of Education will designate a Coordinator of the PAD Program for the term of the PAD Program or any extension thereof.
6. Employees of the School District will be authorized to utilize an AED only after participating in initial and recurrent training of an approved PAD training course for AED users.
7. The Superintendent of Schools or ~~his/ her~~-designee will implement regulations concerning the proper care and maintenance of the AED, including review of the expiration dates associated with the AED.
8. The School District will provide written notice of the availability of the AED service at various locations in the School District to 911 Emergency Services and/ or the community -equivalent- ambulance -dispatch entity.

### **Opioid Overdose Prevention**

The Board of Education recognizes that many factors, including the use and misuse of prescription painkillers, can lead to the dependence on and addiction to opiates, and that such dependence and addiction can lead to overdose and death among the general public, including district students and staff. The Board of Education wishes to minimize these deaths by the use of opioid overdose prevention measures.

The Board of Education directs that the School District shall operate an Opioid Overdose Prevention Program registered with the New York State Department of Health. A school nurse who is a registered nurse and employed by the School District is designated as the Program Director. The Board of Education permits the administration of naloxone (also known as Narcan, among other names) nasal spray, by volunteer trained responder staff, to any student or staff member showing opioid overdose symptoms, along with contacting emergency responders pursuant to the naloxone training. The Board of Education permits any staff member to volunteer to be trained in naloxone administration, via the School District's Opioid Overdose Prevention Program, by contacting the Program Director.

Additionally, the Board of Education- directs the ~~Chief Medical Director~~School Physician to issue a non-patient specific order to school nurses to administer intranasal naloxone (also known as Narcan, among other names). The non-patient specific order shall include a written protocol containing the elements required by the regulations of the Commissioner of Education. The Board of Education permits school nurses to administer naloxone to any person at school or a school event displaying symptoms of -an opioid overdose. Naloxone -shall be accessible during school hours and during

on-site school-sponsored activities. Any administration of Naloxone will require a follow-up by Emergency Medical Services.

Naloxone kits provided by the Program through the Department of Health shall be stored as indicated in the School District's policies and procedures for the Program. The School District shall comply with all recordkeeping, inventory, documentation and notification requirements of state regulations. The Program Director shall maintain and distribute to the school nurses and building principals a list of all trained responders in the building, as appropriate.

The School District's Opioid Overdose Prevention Program, registered with the New York State Department of Health (NYSDOH), shall establish and follow procedures for the use of naloxone, pursuant to state regulations, including: placement, storage, inventory and re-ordering, documenting and reporting incidents of usage, and volunteer responder training. School nurses shall follow the non-patient specific order and directions for administration and written protocol for administration of naloxone.

The School District's Program shall provide shared naloxone kits. Naloxone kits provided by the School District's Program shall be kept with the public access automated external defibrillator in each school building. Extra naloxone kits shall be stored in the nurse's office. Any administration of Naloxone will require follow-up by Emergency Medical Services.

An inventory of naloxone supplies shall be taken by the school nurse four (4) times per school year occurring on the first and last day of school and the first day returning from the winter and spring recesses and after any use/administration of Naloxone or opening and use of supplies in the locked AED cabinet. Recordkeeping of naloxone inventory shall be done in accordance with state regulations. Any administration of naloxone shall be reported to Opioid Overdose Prevention Program's Clinical Director, Program Director and the building nurse.

#### **School Physician ~~Clinical Director's~~ Responsibilities:**

The ~~School Physician Clinical Director~~, who must be a NYS licensed physician, nurse practitioner or physician assistant will:

- A. Provide clinical consultation, expertise and oversight of medical issues related to the program.
- B. Collaborate with the program director regarding training content and protocols.
- C. Approve and provide supervision of the trainers.
- D. Review reports of all administration of opioid antagonist within the program.
- E. Oversee procurement of Naloxone.

#### **Program Director's Responsibilities:**

The Program Director will be a School Nurse (R.N.), who is a ~~full-time~~full-time employee of the School District. ~~The Program Director will work with the School District's School Physician Chief Medical Director to:~~

- A. Develop training curriculum which meets the approval of the NYSDOH.
- B. ~~Identify~~Identify volunteers to be trained overdose responders (TOR's).
- C. Ensure that all TOR's successfully complete all components of the training program.
- D. Issue certificates of completion to TOR's who have completed the training program.
- E. Maintain opioid overdose prevention program records including TOR's records, opioid overdose prevention program usage records and inventories of opioid overdose prevention program supplies and materials. Compile and record data for clinical director and NYSDOH regarding administration of opioid antagonist administration.
- F. Ensure that the registration with NYSDOH remains up to date, without any lapses.
  
- G. Notify NYSDOH in a timely fashion regarding any changes in the program including personnel and locations.
- H. Proper disposal of expired Naloxone, as per the Department of Health guidelines. Naloxone supplies that are near their expiration date shall be disposed of as per the instructions of the Nassau County Department of Health.
- I. The Program may also use expired naloxone for training purposes, as long as the expired naloxone is marked appropriately and not commingled with active supplies.

**Selection of Individuals to be Trained as Overdose Responders:**

Employees of the School District who are interested in becoming TOR's are eligible to be trained.

**Trainers:**

The School District's school nurses will be the TOR trainers. The school nurses will receive their training through approved NYSDOH procedures.

**Training Protocol:**

Training for volunteer responders shall be provided by the School District's school nurses must be approved by the Program Director, and reviewed at least once by the Clinical Director or an affiliated prescriber. The Program Director shall ensure that volunteer responders have completed the NYSDOH-approved curriculum and can demonstrate that they are trained (e.g., with a post-test and a skills compliance checklist) before issuing a certificate of completion.

The program will maintain an ~~up-to-date~~up-to-date curriculum which is approved by NYSDOH. It will include knowledge of:

- A. Risk factors for opioid overdose.
- B. Signs of an overdose.
- C. Actions for overdose.

**Training Certification:**

After successfully completing TOR training, each volunteer will receive a certificate of completion. It will be valid for two (2) years upon which a refresher course is required.

To remain a trained volunteer responder, volunteer staff members must receive refresher training every two (2) years. The School District shall maintain a current list of all trained volunteer responders, located in the nurse's office and with the Program Director.

**Naloxone:**

The School District will maintain a supply of intranasal Naloxone with 1 rescue kit in each ~~School Buildings'~~~~instructional building's~~ locked, alarmed AED wall cases. It will be stored in compliance with the manufacturer's guidelines. The Program Director will work with the clinical director in order to obtain Naloxone. Medication log will include the amount received, lot number, expiration date, and will be recorded. The stock will be monitored on the first and last day of school and upon return from winter and spring recess and after any administration/ use of Naloxone or opening for use of any supplies from the locked and alarmed AED cabinet.

**Records:**

The Program Director will maintain the records for the program, including staff training logs, medication logs, and overdose reversal documentation. Overdose reversal documentation will include NYSDOH documentation. Confidentiality compliance including HIPAA and FERPA will be maintained. Every administration of naloxone, like administration of other emergency health care, shall be documented in a student's health record and in a staff member's personnel record by the school nurse with assistance from the volunteer responder who administered the naloxone. Documentation shall include all elements required by state ~~regulations,~~~~and~~regulations and shall be signed by the person completing documentation.

**Confidentiality**

All student records pertaining to health maintained by the School District shall be kept confidential in accordance with the Family Education Rights and Privacy Act (FERPA).

**Medical Emergency Record**

All students shall have on file a medical emergency record which shall state the name and telephone number(s) of the following:

1. The student's parent(s) or guardian(s) at home and work;
2. The student's emergency contact;
3. The family physician;
4. Any allergies or serious health conditions.

### Illness in School

If a student becomes ill in school:

1. The nurse will determine if the student should return to class or remain in ~~his/~~  
~~her~~their office.
2. The nurse will call the parent, guardian or individual identified on the student's medical emergency record if he/ she feels the student should go home. In general, a parent or guardian will pick up the student from school.
3. If no parent and/or guardian picks up the student at school, or if no parent, guardian or individual on the student's medical emergency record will be home, the student will remain at the school until such time as a parent and/or guardian becomes available to assume responsibility for the student.

No care beyond first aid shall be given by the School District's employees. First aid is defined as the immediate temporary care given in case of emergency.

### **Student Return to School After Illness/Injury**

In general, students should be symptom-free for twenty-four (24) hours before returning to school and resuming normal activities. In some instances, students may be asked to provide a note from their licensed health care provider before they return to school or participate in the full range of school activities. The final decision to permit participation rests with the ~~Chief Medical Director~~School Physician. The Superintendent of Schools, or ~~his/ her~~ designee, in consultation with the ~~Chief Medical Director~~School Physician, nurse and other appropriate staff, will develop protocols to address a student's return to activities when there has been a serious illness or injury. Students returning to school following treatment for head lice must be examined by the school nurse and found to be nit free before returning to class.

### **Training**

Training to support the fulfillment of staff responsibilities in regard to student health services will be provided as part of the School District's ongoing professional development plan and in conformity with Commissioner's Regulations.

Ref: Education Law §§901et seq.; 6909; Public Health Law §§613;2164; 3000-B  
8 NYCRR Part 64.7; 8 NYCRR Part 135.4; 8 NYCRR Part 136; 10 NYCRR 66 et seq.

Adoption Date: -March 22, 1989

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Revised: November 20, 2019

Revised: \_\_\_\_\_



# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

## SCHOOL SAFETY PLANS AND TEAMS

### Policy 5150

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Emergencies and violent incidents in schools are critical issues that must be addressed in an expeditious and effective manner. The Board of Education recognizes its responsibility to adopt and keep current a comprehensive District-wide school safety plan and building-level emergency response plan(s) which address violence prevention, crisis intervention, emergency response and management.

Taken together, the District-wide and building level plans shall provide a comprehensive approach to addressing school safety and violence prevention; and provide the structure where all individuals can fully understand their roles and responsibilities for promoting the safety of the entire School District community. The plans shall be designed ~~to endeavor~~ to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the School District's coordination with local and county resources. The plans shall also address risk reduction/prevention, response and recovery with respect to a variety of types of emergencies and violent incidents ~~in School District schools~~that may occur in the District's schools.

In accordance with state law and regulation, the School District shall have the following school safety teams and plans to deal with violence prevention, crisis intervention and emergency response and management:

#### Comprehensive District-wide School Safety Team and Plan

The Board of Education shall annually appoint a District-wide school safety team that includes, but is not limited to, a representative from the following constituencies: the Board of Education, teachers, administrators; and parent organizations; ~~s~~School District safety personnel, including bus drivers and monitors; and other ~~s~~School District personnel. This team shall be responsible for the development and annual review of a comprehensive District-wide school safety plan and shall consider the installation of a panic alarm system. The plan shall cover all ~~School~~ District school buildings and shall address violence prevention (taking into consideration a range of programs and approaches that are designed to create a positive school climate and culture), crisis intervention, emergency response and management, including communication protocols, at the ~~School~~ District level. It shall include all those elements required by law and regulation, including protocols for responding to declared state disaster emergencies involving a communicable disease that are substantially consistent with the provisions of Labor Law § 27-c, and an emergency remote instruction plan.

The District-wide safety plan will include contracts or memoranda of understanding that define the relationship between the District, personnel, students, visitors, law enforcement, and public or private security personnel. These contracts or memoranda will be consistent with the Code of Conduct, and will define the roles, responsibilities, and involvement in the schools of law enforcement or security personnel. The role of school discipline will be clearly delegated to school administration.

The Board of Education, in its discretion, may appoint a student representative to the District-wide school safety team. However, no confidential building-level emergency response plan(s) shall be shared with the student member, nor shall the student member be present during discussion of any confidential building-level emergency response plan(s), or confidential portions of the District-wide emergency response strategy.

The Superintendent of Schools or ~~his/her~~ designee shall be the School District's chief



emergency officer and shall coordinate communication between School District staff, law enforcement and first responders. The Chief Emergency Officer will ensure that all staff understand the District-wide school safety plan and receive annual training on the building-level emergency response plan (including all elements required by state law and regulations), violence prevention and mental health, and will also ensure that District-wide and building-level plans are completed, reviewed annually, and updated as needed by the designated dates. The Chief Emergency Officer will ensure that the District-wide plan is coordinated with the building-level plans, and will ensure that required evacuation, emergency dismissal, and lockdown drills are conducted.

# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

## SCHOOL SAFETY PLANS AND TEAMS

Policy 5150

### Building-level emergency response teams and plans

Each Building Principal shall be responsible for annually appointing an emergency response team that includes representation from teachers, administrator ~~and s;~~ parent organizations; School District safety personnel ~~and~~; other School District personnel, ~~including bus drivers and monitors;~~ community members; law enforcement officials; fire officials ~~or~~ and other emergency response agencies; and other representatives the Board of Education deems appropriate. The building-level emergency response team shall be responsible for the development and review of a building-level emergency response plan for each ~~School~~ District building. The plan(s) shall address communication, emergency ~~response situations,~~ such as those requiring evacuation, shelter/shelter-in-place, hold/ hold-in-place, secure lockdown, and lockdown at the building level and will include all components required by law and regulation, including measures necessary to comply with Labor Law § 27-c to respond to public health emergencies involving a communicable disease. These confidential plans will include evacuation routes, shelter sites, medical needs, transportation and emergency notification of parents and guardians, and as of July 1, 2025, considerations for the access and functional needs of student and staff, and procedures for the reunification of students with parents/ persons in parental relation following an emergency. ~~(including insuring that local responders have access to floor plans, blueprints, and other appropriate maps of School District property and the immediate surrounding area), and evacuation at the building level and shall include all procedures required by law and regulation.~~

Building-level emergency response plans will include protocols in response to carbon monoxide alarms or detection. Alarm or detection of carbon monoxide will result in the appropriate actions as described by the emergency response plan.

The ~~Within each building, the~~ building-level emergency response plans ~~must~~shall designate:

- an emergency response team that includes appropriate School District personnel, law enforcement officials, fire officials and representatives from local, regional and/or state emergency response agencies to assist the School District community in responding to a serious violent incident or emergency;
- other appropriate incident response teams; and
- a post-incident response team that includes appropriate School District personnel, medical personnel, mental health counselors and other related personnel to assist the community in coping with the aftermath of a serious violent incident or emergency.

~~The Building Principal shall be responsible for conducting at least two (2) tests every school year of the emergency response procedures under this plan including procedures for sheltering, early dismissal, drills and other exercises to test the components of the plan.~~

To maintain security and in accordance with law, the building-level emergency response plan(s) shall be confidential and shall not be subject to disclosure under the Freedom of Information Law or any other law.

During emergencies, staff are authorized to temporarily cover classroom door vision panels when it is likely to protect staff and students. For example, covering vision panels may prevent an intruder from determining if a classroom is occupied, thereby discouraging attempts to gain access.

## Drills

The Building Principal is responsible for conducting drills every school year in accordance with the emergency response procedures under the building-level emergency response plan, including but not limited to, procedures for evacuation, lockdown and emergency drills as required by state regulations.

All drills shall:

- (a) Be conducted in a trauma-informed, developmentally and age-appropriate manner, and will not include tactics intended to mimic an actual act of violence or emergency;
- (b) Occur after annual training in emergency procedures has been provided to students and staff;
- (c) Be completed on different dates, days of the week and during different times of the school day; and
- (d) Except for evacuation drills, at the time a drill is conducted, students and staff will be informed that it is a drill. The District will give parents or persons in parental relation advance notice, of at least one week, prior to each drill.

Each school year, the Building Principal shall be responsible for conducting at least ~~one~~two (12) emergency dismissal drill that requires early dismissal to tests every school year of the emergency response procedures under this plan— and to test the usefulness of the communications and transportation system during emergencies. Other drills will be conducted in accordance and in frequency as set by State law and regulation including procedures for sheltering, early dismissal, drills and other exercises to test the components of the plan.

## Annual Review and Report

Each safety plan shall be reviewed by the appropriate school safety team ~~by June 30<sup>th</sup>~~ July 1<sup>st</sup> every year ~~on at least an annual basis~~, and updated as needed. Each team shall submit a report to the Board annually stating that it has reviewed the plans and setting forth its recommendations for revisions, if any, to the plan. In conducting the review, the building-level teams shall consider any changes in personnel, local conditions and other factors including an evaluation of the results of the annual test of the emergency response procedures which may necessitate updating of plans. If the plan requires no changes, then it shall remain in effect. If the district-wide plan requires change, then the updated plan will be submitted to the Board of Education in time to allow 30-days of public comment and to hold a public hearing which provides for the participation of school personnel, students and other interested parties prior to Board adoption. All plans must be adopted by the Board of Education by September 1.

The Superintendent of Schools is responsible for submitting the district-level school safety plan and any amendments to the plan to the Commissioner within 30 days after its adoption, no later than October 1 of each year. Each Building Principal is responsible for submitting the building-level emergency response plan for the building, and any amendments to the plan, to the

appropriate local law enforcement agency and the state police within 30 days after its adoption, but no later than October 1 of each year

If either plan requires change, then the updated plan shall be submitted to the Board of Education for review and approval. In the case of the District-wide safety plan, the updated plan will be submitted to the Board of Education in time to allow thirty (30) days for public comment and to hold a public hearing which provides for the participation of School District personnel, students and other

Ref: Education Law § 807 (Fire and Emergency Drills)

Education Law § 2801-a (School Safety Plans)

Education Law § 3623 (School Buses)

Executive Law § 2B (State/Local Natural and Manmade Disaster Preparedness)

8 NYCRR Part 155

Adoption date: May 22, 2019

Revised:

CHILD ABUSE, MALTREATMENT OR NEGLECT  
OUTSIDE THE EDUCATIONAL SETTING

Policy 5200

Mandated Reporting

New York State Social Services Law §41~~13~~<sup>13</sup> et seq., sets forth the requirements for reporting suspected cases of child abuse or maltreatment. School officials include: teachers, school nurses, school guidance counselors, school psychologists, school social workers, administrators, coaches or other school personnel required to hold a teaching or administrative license or certificate. In connection therewith, the School District will implement a school district central reporting procedure, consistent with the applicable laws, for the reporting of child abuse or maltreatment to the appropriate agencies.

General Definitions

1. Abused Child: According to Social Services Law and the Family Court Act, an abused child is a child less than eighteen (18) years of age whose parent or other person legally responsible for ~~their~~<sup>his or her</sup> care:
  - a. inflicts or allows to be inflicted upon such child physical injury by other than accidental means which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ; or
  - b. creates or allows to be created a substantial risk of physical injury to such a child by other than accidental means which would be likely to cause death or serious or protracted disfigurement, or protracted impairment of physical or emotional health, or protracted loss or impairment of the function of any bodily organ; or
  - c. commits, or allows to be committed, a sex offense against such child, as defined in the penal law, provided, however, that the corroboration requirements contained therein shall not apply to proceedings under this article.
2. Neglected or Maltreated Child: According to the Family Court Act, a neglected or maltreated child is one who is under the age of eighteen (18) years of age:
  - a. whose physical, mental or emotional condition has been impaired or is in imminent danger of becoming impaired as a result of the failure to exercise a minimum degree of care:
    - i. in supplying food, shelter, clothing or education, in accordance with the educational law, or medical, dental, optometrical or surgical care, though financially able to do so or offered financial or other reasonable means to do so; **or**
    - ii. in providing the child with proper supervision or guardianship; by unreasonably inflicting harm, or a substantial risk thereof, or by misusing a drug or drugs; or by misusing alcoholic beverages to the extent that ~~he~~<sup>they</sup>

CHILD ABUSE, MALTREATMENT OR NEGLECT  
OUTSIDE THE EDUCATIONAL SETTING

Policy 5200

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loses self-control of ~~their~~his actions; or by any other acts of a similarly serious nature.

- b. who has been abandoned by ~~their~~his/~~her~~ parent(s) or other person legally responsible for ~~their~~his/~~her~~ care.

In order for a report of educational neglect to be accepted, three (3) elements need to be established:

- a. Excessive absence from school by the child;
  - b. Reasonable cause to suspect that the parent is aware or should have been aware of the excessive absenteeism and the parent has contributed to the problem **or** is failing to take steps to effectively address the problem; and
  - c. Reasonable cause to suspect educational impairment or harm to the child or imminent danger of such impairment or harm.
3. Person legally responsible includes the child's custodian, guardian, or any other person responsible for the child's care at the relevant time. Custodian may include any person continually or at regular intervals found in the same household as the child when the conduct of such person causes or contributes to the abuse or neglect of the child.

Establishing Written Procedure

The School District shall prepare written instruction for members of the staff regarding oral and written reporting procedures, provisions for taking a child into protective custody, mandatory reporting of deaths, immunity from liability, penalties for failing to report and obligations for the provision of services and procedures necessary to safeguard the life or health of the child. All oral reports must be followed by a written report within forty-eight (48) hours. The School District shall provide all current and new employees with written information explaining the School District's reporting requirements, the current definitions of abuse and maltreatment, and a list of the information necessary to complete the report.

School District Relationship with Local Social Service Agency

The School District will cooperate to the extent possible with authorized child protective services workers in investigations of alleged child abuse. The Superintendent of Schools or ~~their~~his/~~her~~ designee will represent the School District when collaborating with local social service agencies to address instances of abuse or maltreatment, and in the development of policy and procedures regarding abuse or maltreatment (including educational neglect). \_\_\_\_\_ In addition, the Superintendent of Schools or ~~his~~/~~her~~ designee will share a copy of the School District's attendance policy with the local social service district.

**CHILD ABUSE, MALTREATMENT OR NEGLECT  
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Staff Members to Report to Administration

Pursuant to applicable law, any school official, which includes but is not limited to

- school teacher
- school guidance counselor
- school psychologist
- school social worker
- school nurse,
- full or part-time paid athletic coach (defined as any full or part-time paid employee required to hold a temporary coaching license or professional coaching certificate),
- school administrator,
- any school personnel required to hold a teaching or administrative license or certificate

who has reasonable cause to know or suspect that a child has been subject to abuse or maltreatment will immediately report this to the New York State Child Abuse and Maltreatment Register (Central Register). No conditions may be imposed which limit a school official's responsibility to report. The school official will also report the matter to a School District administrator of the school where the child is enrolled.

The report shall be made by telephone or by telephone facsimile machine on a form supplied by the Commissioner of Social Services. A written report shall be made within forty-eight (48) hours to the appropriate local child protective service, and to the statewide Central Register.

New York State Law permits any person to report suspected child abuse or maltreatment directly to the appropriate agency. It shall be the policy of the School District that all members of the staff shall report suspected child abuse or maltreatment to a School District administrator of the school where the child is enrolled or participating in any activity, and must either make an independent report to ~~Child Protective Services~~the Central Register, or verify specifically that the School District administrator has notified the Central Register ~~Child Protective Services~~ on behalf of the School District.

Child Protective Services Investigations

Consistent with the District's commitment to keep students safe from harm and the obligation of school officials to report to child protective services when they have reasonable cause to suspect that a student has been abused or maltreated, the District will provide data and assistance to local child protective services workers, or members of a multi-disciplinary team accompanying such workers, who are responding to allegations of suspected child abuse, and/or neglect, or custody investigations. Such data and assistance include access to records relevant to the investigation, as well as interviews with any child named as a victim in a report, or a sibling of that child, or a child residing in the same home as the victim.

All requests by child protective services to interview a student on school property must be made directly to the building Principal or designee. Child protective service workers and any associated multi-disciplinary team members must comply with the District's procedures for visitors, provide identification, and identify the child(ren) to be interviewed.

The Principal or designee will decide if it is necessary and appropriate for a school staff member,



including but not limited to an administrator or school nurse, to observe the interview either from inside or outside the interview room.

A child protective services worker may not remove a student from school property without a court order, unless the worker reasonably believes that the student would be subject to danger of abuse if they were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to danger of abuse, the worker may remove the student without a court order and without the parent's consent.

### Confidentiality

The School District shall maintain the confidentiality of all reports and shall provide that no copy of any report be released to any person except the State or local Child Protective Services, or other such agency required by law.

1. Request for copy of report: If a request is made by any other person for a copy of any report, the School District shall deny that request upon the basis that disclosure could be detrimental to the child named in the report and that a duplicate copy of any report has been filed with the appropriate agency from which the person requesting copy may request a copy. If the School District is required by law to release any report, then the School District, consistent with New York State Social Services Law §~~4~~22, shall prohibit the release of information that would identify the person who made the report or who cooperated in any investigation, or the name of the place of employment of such person or persons.
2. Designated record keeper: To maintain confidentiality, the School District shall designate one person at each school who shall maintain all reports made pursuant to this policy in one location. The School District shall provide for no more than one copy of any report being held at the central location designated at each school and one copy in a centralized location at central administration. At no time shall copies of any report made under this section be filed in a child's academic folder, nor shall any notation be made in a child's academic folder that such a report has been made.
3. Destruction of reports: If Child Protective Services or other such appropriate agency determines the allegations of child abuse or maltreatment are unfounded, then the School District shall expunge immediately from both the building and central administration records all information identifying the child's name or names of other persons in the report. **In all** other cases, the report of any child shall be expunged no less than twelve (12) months after the report is made by the School District to the appropriate agency.

### Immunity

The School District shall emphasize to the members of the staff that New York Social Services Law provides immunity, both civil and criminal, to all persons who in good faith make a report



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pursuant to its guidelines as set forth in this policy and School District procedures. School District employees will not be subject to retaliatory action, as defined in state law, as a result of making a report when they reasonably suspect that a child has been abused or maltreated.

The Board of Education recognizes that knowingly reporting a false claim of child abuse is a violation of state law and this policy acknowledges that it is a crime to do so. The School District will make every reasonable effort to maintain the integrity of the School District's child abuse reporting process and procedure.

Liability

The School District shall emphasize that a person identified as a mandated reporter who fails to report a case of suspected child abuse or maltreatment can be found guilty of a class A misdemeanor, and may be personally liable for civil damages caused by such failure.

Continuing Education

The School District shall establish an annual mandatory training program for all current and new school officials regarding the policies and procedures established under this policy and the New York State Social Services Law. The training program will address the identification and reporting of child abuse and maltreatment, including the legal implications of reporting and not reporting. Attendance records shall be kept, and notations will be made in personnel files as to the dates of attendance. At least once per year the School District shall make available to all employees a speaker or such other program to increase awareness of child abuse and maltreatment.

The Superintendent of Schools or ~~his/her~~ designee shall develop, with input from appropriate personnel, a plan for implementation of such a training program. In addition, the policy and regulations will be distributed annually to all school employees who are not covered under existing handbooks. The Superintendent of Schools or ~~his/her~~ designee will prepare and implement all regulations as are necessary to accomplish the intent of this policy.

As required by state law and regulation, the district shall publicize the toll-free number for reporting child abuse and neglect to the Central Register (800-342-3720), and directions for accessing the NYS Office of Children and Family Services website (<http://ocfs.ny.gov/main/cps/>), in both English and Spanish.

Cross-ref:

Ref: Child Protective Services Act of 1973, Social Services Law §§411 et seq.  
Social Services Law §34-a; Family Court Act §1012  
Family Educational Rights and Privacy Act, 20 UK §1232g, 45 CFR §99.36  
Education Law §3209-a; Penal Law §240.50

Adoption date: November 20, 2019

Revised:



The Board of Education recognizes that children have the right to an educational setting that does not threaten their physical and emotional health and development. Child abuse by School District personnel and School District volunteers violates this right and therefore is strictly prohibited.

Allegations of child abuse by School District personnel and School District volunteers shall be reported in accordance with the requirements of Article 23-B of the Education Law.

#### Required Reporters

Any person holding any of the following positions shall be required to promptly report written and/or oral allegations of child abuse in an educational setting as set forth below:

- school administrator
- teacher
- school nurse
- school guidance counselor
- school psychologist
- school social worker
- coaches
- [student teachers](#)
- other school personnel required to hold a teaching or administrative license or certificate
- [licensed and registered physical therapist](#)
- [licensed and registered occupational therapist](#)
- [licensed and registered speech-language pathologist](#)
- all other employees of the School District including, but not limited to, custodians, food service workers, bus drivers, security guards, school monitors and/or teacher aides/assistants/ [other school resource officers](#)
- bus drivers employed by a ~~third party~~ [third-party](#) transportation contractor who has a contract with the School District
- Board of Education member

For purposes of this policy, persons holding these positions shall be referred to as "required reporters."

#### Definitions

"Educational setting" means the buildings and grounds of the School District, the vehicles provided by the School District to transport students to and from school buildings, field trips, co-curricular and extra-curricular activities both on and off School District grounds, all co-curricular and extra-curricular activity sites, and any other location where direct contact between an employee or volunteer and a child has allegedly occurred.

"Child" means a person under the age of twenty-one (21) enrolled in a New York State school district, ~~other than New York City~~.



"Child abuse" means any one of the following acts committed in an educational setting by an employee or volunteer against a child:

- intentionally or recklessly inflicting physical injury, serious physical injury or death; or
- intentionally or recklessly engaging in conduct that creates a substantial risk of physical injury, serious physical injury or death; or
- any child sexual abuse as prohibited by sections 130 or 263 of the Penal Law; or
- the commission or attempted commission against a child of the crime of disseminating indecent materials to minors pursuant to Article 235 of the Penal Law; or
- using corporal punishment as defined by the commissioner;

"Employee" means any person: (i) who is receiving compensation from a school or, (ii) whose duties involve direct student contact and (a) who is receiving compensation from any person or entity that contracts with a school to provide transportation services to children, or (b) who is an employee of a contracted service provider or worker placed within the school under public assistance program, pursuant to title nine-B of article five of the social services law, and consistent with the provisions of such title for the provision of services to such school, its students or employees, directly or through contract.

"Volunteer" means any person, other than an employee, who has direct student contact and: (i) provides services to a school, or (ii) provides services to any person or entity which contracts with a school to provide transportation services to children.

### Reporting Requirements

In any case where a written or oral allegation of child abuse by an employee or volunteer in an educational setting is made to a required reporter, the required reporter shall:

1. promptly complete the required State Education Department report form; and
2. personally deliver it to the Building Principal of the school in which the child abuse allegedly occurred.

If the allegation involves a child who was allegedly abused by an employee or a volunteer of a school in another school district, the required reporter must promptly forward the report form to the Superintendent of Schools of the district of attendance and the Superintendent of Schools of the school district where the abuse allegedly occurred (if different).

If an allegation is made to a school bus driver employed by a person or entity that contracts with a school to provide transportation services to children that a child has been subjected to child abuse by an employee or volunteer in an educational setting, such driver shall promptly report to his or her supervisor.

If an allegation is made to a supervisor of a school bus driver employed by a person or entity that contracts with a school to provide transportation services to children, that a child has been subjected to child abuse by an employee or volunteer in an educational setting, such supervisor shall promptly complete a written report and shall personally deliver it to the Superintendent.

Upon receiving a written report, the Building Principal and the Superintendent of Schools or

~~his/her~~ designee shall determine whether there is reasonable suspicion to believe that an act of child abuse has occurred. In those circumstances where the Superintendent of Schools receives the written report directly, ~~he or she~~ they will be responsible for making the reasonable suspicion determination. The Superintendent of Schools shall notify the Board of Education of complaints made pursuant to this policy.

If the Building Principal/Superintendent of Schools determines there is reasonable suspicion to believe that an act of child abuse has occurred, ~~they~~ ~~he or she~~ shall promptly notify the parent of the alleged child victim (assuming that the parent is not the person who originally reported the alleged abuse) that an allegation of child abuse in an educational setting has been made and promptly provide the parent with the written statement setting forth parental rights, responsibilities and procedures prepared in accordance with the Regulations of the Commissioner of Education.

If the person making the allegation of abuse is someone other than the child or the child's parent/guardian, the Building Principal/Superintendent of Schools shall contact the person making the report to learn the source and basis for the allegation.

In the event the Building Principal determines there is reasonable suspicion to believe that an act of child abuse has occurred, the Building Principal shall also promptly provide a copy of the written report to the Superintendent of Schools or ~~his/her~~ designee and send a copy to the appropriate law enforcement authorities. In no event shall the Building Principal delay in sending the report to law enforcement because of an inability to contact the Superintendent of Schools.

The Superintendent of Schools or ~~his/her~~ designee shall send to the Commissioner of Education any written report forwarded to the local law enforcement authorities where the employee or volunteer alleged to have committed an act of child abuse holds a certification or license issued by the department.

#### Rights of Employees and Volunteers

Any employee or volunteer against whom an allegation of child abuse has been made and against whom the School District intends to take adverse action shall be entitled to receive a copy of the report and to respond to the allegations. In addition, such persons are entitled to seek disclosure of reports involving them under the Freedom of Information Law.

#### Confidentiality

All reports, photographs, and other written material submitted pursuant to this policy and Article 23-B of the Education Law shall be confidential and may not be redisclosed except to law enforcement authorities involved in investigating the alleged abuse or except as expressly authorized by law or pursuant to a court-ordered subpoena. The Building Principal and Superintendent of Schools shall exercise reasonable care to prevent unauthorized disclosure.

Willful disclosure of a written record required to be kept confidential to a person not authorized to receive or review such record is a class A misdemeanor.

#### Penalties

Willful failure of an employee to prepare and submit a written report of alleged child abuse required by Article 23-B of the Education Law shall be a class A misdemeanor.

Willful failure of any Building Principal or Superintendent of Schools to submit a written report of alleged child abuse to an appropriate law enforcement authority, as required by Article 23-B of the Education Law, shall be a class A misdemeanor. In addition, the Commissioner of Education may, following an administrative determination, impose a civil penalty of up to five thousand dollars on any administrator who fails to submit a report of child abuse to an appropriate law enforcement authority.

The law further prohibits any principal or superintendent of schools from agreeing to withhold from the appropriate law enforcement authorities, a superintendent of schools or the Commissioner of Education, where appropriate, an allegation of child abuse in an educational

setting on the part of any employee or volunteer as required by law, in return for the resignation or voluntary suspension of the alleged perpetrator. Violation of this prohibition can result in a class E felony charge and a civil penalty of up to \$20,000.

#### Record Retention

Any report of child abuse by an employee or volunteer that does not result in a criminal conviction shall be expunged from the records kept by the School District with respect to the subject of the report after five years from the date the report was made or at such earlier time as the School District determines.

#### Training

The Superintendent of Schools or ~~his/her~~ designee shall be responsible for establishing and implementing on an ongoing basis a training program for all current and new required reporters on the procedures required under Article 23-B. The program shall include at a minimum all the elements specified in Commissioner's regulations.

Cross-ref:      5113 Student Attendance  
                     5130 Student Records  
                     5200 Child Abuse, Maltreatment or Neglect Outside the Educational Setting

Ref:      Education Law §§1125-1133  
                 Penal Law §§130, 235, 263  
                 8 NYCRR §100.2 (hh)

Adoption Date: November 20, 2019

Revised: \_\_\_\_\_





**ALLOCATION OF SPACE FOR SPECIAL EDUCATION  
PROGRAMS AND SERVICES**

**Policy 5405**

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No qualified student with a disability will be excluded from the School District because the facilities are inaccessible or unusable.

The Board of Education recognizes that a school need not make each and every part of its existing facilities accessible, if it can relocate or reschedule enough classes so as to offer required courses and electives in accessible areas.

The Board of Education recognizes its responsibility to provide appropriate space for:

1. Special programs and services provided to meet the needs of students and preschool students with disabilities both within its own facilities, and in programs provided by the board of cooperative educational services (BOCES) and attended by School District residents; and
2. Serving students with disabilities in settings with non-disabled peers, as well.

The School District will address such space allocation needs as part of its annual budget cycle, during the annual or any more frequent re-evaluation of its long-range educational facilities plan, and as part of the biannual plan it must submit to the commissioner of education regarding the provision of services to students and preschool students with disabilities.

Through the Superintendent of Schools, the Director of Pupil Services~~School District~~ also will share with the BOCES District Superintendent information relevant for the BOCES to determine its own facility space needs for serving the School District's resident students and preschool students with disabilities.

As part of the process for the allocation of appropriate space for special education programs and services and serving students with disabilities in settings with non-disabled peers, the Director of Pupil Services~~Superintendent of Schools~~, in consultation with the Superintendent and appropriate school personnel will, at a minimum:

1. Periodically gather information regarding the number of students and preschool students with disabilities presently participating and anticipated to continue to participate in the School District's special education programs and services, the type of programming they presently receive and may receive in the future, as well as the setting in which those services are and/or will be provided.
2. Review the results of the School District's latest census, and other School District child find efforts, including child find activities conducted with respect to parentally-placed nonpublic school students with disabilities.
3. Anticipate any projected increase in the number of students and preschool students with disabilities the School District will be responsible for providing

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

ALLOCATION OF SPACE FOR SPECIAL EDUCATION  
PROGRAMS AND SERVICES

Policy 5405

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special education programs and services to, the anticipated type of services they will be receiving and the settings in which those services will be provided.

4. Based on the above information, review current space capacity, and identify any additional space requirements to meet both current and future needs.

Cross-ref: Policy 5400, Programs and Services for Students with Disabilities *et. seq.*

Ref: Individuals with Disabilities Education Act, 20 USC §§1400 et seq.  
8 NYCRR §§155.1(a); 200.2(c)(iv),(v); 200.2(g)  
[Education Law §§ 3602\(8\)\(b\), 4410](#)

**Adoption date:** October 30, 2019

Revised:



## VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

### CONFIDENTIALITY AND ACCESS TO INDIVIDUALIZED EDUCATION PROGRAMS, ~~AND~~ INDIVIDUALIZED EDUCATION SERVICES PROGRAMS, AND SERVICE PLANS

#### Policy 5410

The Board of Education recognizes the importance of maintaining the confidentiality of personally identifiable data pertaining to a student with a disability. Personally identifiable data will not be disclosed by any School District employee or member of a CSE/CPSE to any person (other than the parent/guardian of such student), organization or agency unless the parent or guardian of the child provides written consent; there is a valid court order for such information; or disclosure is permitted by law.

The Board of Education, while acknowledging the confidentiality requirement, believes that in order for each student with disabilities to receive the full benefit of their~~his/her~~ Individualized Education Program (IEP), ~~and~~ Individualized Education Services Program (IESP) or Service Plan (SP), individuals responsible for implementing the program or plan must, prior to the implementation, fully understand the scope of their responsibility and the specific accommodations, modifications and supports to be provided.

#### I. IEP, ~~or~~ IESP or SP Copies

At a CSE, CSE Subcommittee or CPSE meeting for each student, a determination will be made as to which general education teachers, special education teachers, related service providers and other service providers have responsibility to implement the recommendations on the student's IEP, ~~or~~ IESP, or SP. "Other service provider" means a representative of another public school district, charter school, BOCES program, child care institution school, Special Act school district, State-supported school, approved private in-state or out-of-state school and an approved preschool provider where the student receives or will receive IEP, ~~or~~ IESP or SP services.

Prior to the implementation of any IEP, IESP or SP, the CSE, CSE Subcommittee and CPSE Chairpersons will provide a paper or electronic copy of each student's IEP, ~~or~~ IESP or SP, to each regular education teacher, special education teacher, related service provider and/ or other service provider who is responsible for implementation of the program or plan. These individuals responsible for implementing an IEP, ~~or~~ IESP or SP shall, in turn, provide all paraprofessionals (teacher aides and teacher assistants) and other providers responsible for assisting in implementation with the opportunity to review their copy of the IEP, ~~or~~ IESP or SP prior to program implementation, as well as have ongoing access to such copy. If a student's IEP or IESP is revised during the school year, the School District will provide electronic access or copies of the IEP or IESP to teachers and service providers consistent with law, regulations and this policy. If access is provided electronically, the CSE Chairperson or designee will notify and train the individuals on how to access the document.

The Director of Pupil Services will provide a statement explaining that the IEP is a confidential document, and that any copy of a student's IEP, IESP or SP provided pursuant to this policy shall remain confidential and shall not be re-disclosed to any other person in compliance with federal and state laws and regulations, including the Individuals with Disabilities in Education Act (IDEA) and the Family Educational Rights and Privacy Act (FERPA).

In addition, the Committee on Special Education chairperson shall designate a professional employee of the School District with knowledge of the student's disability and education program who shall, prior to the implementation of the IEP, IESP or SP, inform each teacher, related service



## VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

### CONFIDENTIALITY AND ACCESS TO INDIVIDUALIZED EDUCATION PROGRAMS, INDIVIDUALIZED EDUCATION SERVICES PROGRAMS, AND SERVICE PLANS

Policy 5410

## VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

### CONFIDENTIALITY AND ACCESS TO INDIVIDUALIZED EDUCATION PROGRAMS AND INDIVIDUALIZED EDUCATION SERVICES PROGRAMS Policy 5410

provider, assistant and support staff person of ~~their~~~~his or her~~ responsibility relating to the implementation of the IEP, IESP or SP and the specific accommodation, modifications and supports that must be provided for the student in accordance with the IEP, IESP or SP.

The employee charged with the duty to inform each teacher, related service provider, assistant and support staff person of his or her responsibilities relating to the IEP shall also inform those individuals of the obligation to maintain the confidentiality of the IEP, IESP or SP.

#### II. Confidentiality

All copies of a student's IEP, ~~or~~ IESP or SP provided or made accessible under this policy must remain confidential, and shall not be re-disclosed to any other person, except in accordance with the Individuals with Disabilities Education Act (IDEA) and the Family Educational Rights and Privacy Act (FERPA). For purposes of confidentiality, the CSE and CPSE Chairpersons shall include with each IEP, ~~or~~ IESP or SP copy provided or made accessible under this policy, a copy of the Board of Education's policy on student records. All IEP, ~~or~~ IESP or SP copies must remain in a secure location on school grounds at all times. If IEP copies are transmitted and/or provided electronically, security systems (e.g., password protect a file or folder) must be implemented to prevent unauthorized internal and external access to the student's IEP, ~~or~~ IESP or SP.

#### III. Documentation

The designated professional employee(s) defined in section I above shall obtain the signature of each person covered by this policy, indicating that ~~they~~~~he/she~~:

1. ~~has~~ has received either a copy of or electronic access to the student's IEP, ~~or~~ IESP or SP or the opportunity to review the IEP, ~~or~~ IESP or SP prior to its implementation, as required under state law and regulation;
2. ~~has~~ has been informed of their responsibilities for implementation;
3. ~~has~~ has knowledge of where the IEP, ~~or~~ IESP or SP is to be maintained and how to access it; and
4. ~~has~~ has an understanding of and will comply with the confidentiality requirements.

At the end of the school year, or whenever the IEP, IESP or SP has been revised, the CSE and CPSE Chairperson shall collect all IEP, IESP or SP copies provided under this policy and destroy them and will direct the recipients of electronic IEP, IESP or SP copies to delete them.

**Cross-ref:** 5130, Access to Student Records  
5400, Programs for Students with Disabilities Under IDEA and Article 89

Ref: Individuals with Disabilities Education Act (IDEA), 20 USC §§1400 et seq.; Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g; 34 CFR Part 99; Education Law §4402; 8 NYCRR §§200.2(b)(11); 200.4(e)(3); 200.16(fe)(6)

Adoption date: October 30, 2019

Revised: \_\_\_\_\_



# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

## AVAILABILITY OF ALTERNATIVE FORMAT INSTRUCTIONAL MATERIALS FOR STUDENTS WITH DISABILITIES

Policy 5415

The Board of Education recognizes its responsibility to provide instructional materials used in the School District's schools in a usable alternative format for students with disabilities in accordance with their individual educational needs and course selection at the same time as those materials are available to non-disabled students. In accordance with applicable law and regulations, any such alternative format procured by the School District will meet the National Instructional Materials Accessibility Standard.

For purposes of this policy, alternative format will mean any medium or format for the presentation of instructional materials, other than a traditional print textbook, that is needed as an accommodation for a student with a disability enrolled in the School District, including but not limited to Braille, large print, open and closed captioned, audio, or an electronic file. An electronic file must be compatible with at least one alternative format conversion software program that is appropriate to meet the needs of the individual student.

The Superintendent of Schools or ~~his/her~~ designee will develop a plan to provide alternative format materials in accordance with the timeliness requirements of this policy. Such a plan will provide for:

1. preference to vendors who agree to provide instructional materials in alternative formats, and to reflect this requirement in the bidding specifications used for the procurement of instructional materials. The same preference will be given to vendors of instructional materials ordered for the school library.
2. consultation with appropriate school personnel regarding how students will access electronic files. The School District's technology staff will be notified of any need to convert electronic files into an accessible format such as Braille, large print, audio, or alternative display.
3. the availability of hardware and/or software a student with disabilities in need of alternative format materials might require to access the instructional material.
4. the yearly review of the School District's ordering timelines for the purchase of instructional materials to provide sufficient lead time for obtaining needed alternative format materials.
5. notification to appropriate school personnel by the CSE, CSE subcommittee, CPSE and Section 504 Committee Chairperson whenever it is determined that a student needs instructional materials in alternative format. Such notice also will identify the particular alternative format needed, and any assistive technology devices or services the student might need to access the alternative format materials.
6. notification by classroom teachers of the books they will be using in class and any list of required readings with sufficient lead time in anticipation of the School District's timelines for the purchase of instructional materials.
7. consultation with the ~~school librarian~~ Library Media Specialist to make sure that specific library resources required by a student in need of alternative format materials are made available to the student in an accessible format to participate and progress. ~~in his or her selected courses are made available to the student in an accessible format.~~
8. timely request of state assessments in alternative format.

# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

## AVAILABILITY OF ALTERNATIVE FORMAT INSTRUCTIONAL MATERIALS FOR STUDENTS WITH DISABILITIES

Policy 5415

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9. as soon as the School District is made aware that a student with a disability in need of materials in an alternative format will be moving into the School District during the school year, the School District shall initiate the procedures to obtain such materials.

**Cross-ref:** Policy 5400 Programs for Students with Disabilities *et seq.*

Ref: Individuals with Disabilities Education Act (IDEA), 20 USC §§1474(e)(3)(B)  
Education Law §§ [1604\(29-a\)](#); 1709(4-a); [1950\(4-a\)](#); [2503\(7-a\)](#); [2554\(7-a\)](#); 3602(10)(b)  
8 NYCRR §§200.2(b)(~~240~~)

Adoption date: October 30, 2019

[Revised:](#)



# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

## DISTRICT-WIDE AND STATE-WIDE ASSESSMENTS OF STUDENTS WITH DISABILITIES OR 504 ACCOMMODATION PLANS

Policy 5420

The Board of Education recognizes the importance of offering access and appropriate testing accommodations to eligible students so that they can participate in assessment programs on an equal basis with their nondisabled peers. Two elements that contribute to an effective assessment program are proper use of accommodations and use of universal design principles in developing and administering tests.

### Testing Accommodations

Testing accommodations provide an opportunity for students with disabilities to:

- participate in the instructional and assessment program;
- demonstrate their strengths, knowledge and skills without being restricted by their disability; and
- provide an accurate measure of the standards being assessed so that appropriate instruction and services can be provided.

Testing accommodations are changes made in the administration of the test in order to remove obstacles to the test-taking process that are presented by the disability without changing the constructs being tested. Testing accommodations include, but are not limited to: ~~flexibility~~ flexibility in scheduling/timing; flexibility in the setting for the administration of the test; changes in the method of presentation and changes in the method of response. Testing accommodations are neither intended nor permitted to: alter the construct being measured or invalidate the results, provide an unfair advantage for students with disabilities over students taking the test under standard conditions or substitute for knowledge or abilities that the student has not attained.

The Committee on Special Education, the Subcommittee on Special Education or the Committee on Preschool Special Education is responsible for recommending the appropriate test accommodations and including those recommendations on the student's Individualized Education Program (IEP), ~~or~~ Individualized Education Services Program (IESP), or Service Plan (SP). The 504 multidisciplinary committee will include the appropriate test accommodations as part the 504 plan. If it is determined that a student should participate in alternative assessments instead of the standard statewide or District-wide tests, the CSE must indicate the reasons for doing so on the IEP, ~~or~~ IESP or SP.

The recommendations will be reviewed annually by the CSE, CSE subcommittee, CPSE or 504 ~~team~~ Multidisciplinary Committee. The Board of Education acknowledges the importance of integrating the assessment program with the instructional program and, to that end, encourages effective communication among School District staff so that implementation is consistent and fair. The goal is to provide effective assessments that allow students to benefit from their educational program.

In some situations, a ~~B~~ Building ~~P~~ Principal may authorize the use of testing accommodations in accordance with this policy. Those instances are limited to cases where a regular education student incurs a disability, such as, but not limited to, a broken arm, without sufficient time for



# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

## DISTRICT-WIDE AND STATE-WIDE ASSESSMENTS OF STUDENTS WITH DISABILITIES OR 504 ACCOMMODATION PLANS

Policy 5420

the CSE, CPSE and/or Section 504 [Multidisciplinary](#) Committee to make a recommendation prior to a test. They do not include cases where the student is already being evaluated to determine ~~their~~<sup>his or her</sup> eligibility for status as a student with a disability. In exercising this authority, the ~~b~~Building ~~p~~Principal will rely on ~~their~~<sup>his or her</sup> professional judgment. ~~They~~<sup>He or she</sup> may also may confer with CSE, CPSE and/or Section 504 [Multidisciplinary](#) Committee members.

### Universal Design Principles in District-wide Assessments

The Board of Education recognizes the benefits of using the principles of universal design to further the goal of providing equal access to District-wide assessments and to provide the most accurate measure of the performance of all students. The Board of Education directs the Superintendent of Schools, in consultation with appropriate school staff, to examine how universal design principles can be incorporated into the School District's assessment program, and to facilitate its use to the extent feasible. Any steps taken in this regard will be consistent with this policy and applicable State Education Department policy and/or guidance on the use of universal design principles.

At a minimum, the Superintendent of Schools or ~~his/her~~ designee will explore how School District assessments can be:

1. made more usable by students with diverse abilities.
2. designed to better accommodate a wide range of individual preferences and abilities.
3. made more understandable.
4. made to communicate necessary information to students more effectively.
5. designed to minimize adverse consequences of accidental or unintended actions.
6. used more efficiently and comfortably and with a minimum of student fatigue.

**Cross-ref:** Policy 5400 Programs for Students with Disabilities *et seq.*

Ref: Individuals with Disabilities Education Act (IDEA), 20 USC §§1401(35); 1412(a)(16)(E);  
34 CFR § 300.44  
Assistive Technology Act, 29 USC 3002(19)  
8 NYCRR §§200.1(jjj); 200.2(b)([12](#), 13, 14); 200.4(d)(2)(vi)  
§ 504 of the Rehabilitation Act of 1973

Adoption date: October 30, 2019

[Revised:](#)



# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

## IMPARTIAL HEARING OFFICER APPOINTMENT AND COMPENSATION

Policy 5425

The Board of Education establishes the following policy to govern the appointment and compensation of impartial hearing officers for special education related impartial hearings pursuant to Part 200 of the Regulations of the Commissioner of Education.

The Board of Education will appoint impartial hearing officers (IHO), as needed, to hear complaints regarding the identification, evaluation, or placement of students with disabilities, or the provision of a free appropriate public education to such a student in accordance with the rotational selection process and other applicable procedures described in Commissioner's regulations.

### Selection

The updated list of certified IHOs promulgated by the New York State Education Department will be used in connection with requests for impartial hearings. The list shall also include the names of those other certified IHOs whose names appear on the state list and who have indicated to the School District their interest in serving as an IHO in the School District.

~~The Superintendent of Schools or his/her designee shall be responsible for recommending IHOs to the Board of Education for approval.~~

Upon receipt of a request for an impartial hearing, the rotational selection process for the IHO shall be initiated immediately and always within two (2) business days after receipt by the School District of such written request. Should an IHO decline appointment, or if within twenty-four (24) hours the IHO fails to respond or is unreachable after reasonable efforts by the Director of Pupil Services, such efforts will be documented through independently verifiable efforts. The Director of Pupil Services shall then proceed through the list to determine availability of the next successive IHO.

The Director of Pupil Services will initiate the selection process by contacting the impartial hearing officer whose name first appears after the impartial hearing officer who last served. This will be by telephone, or if unsuccessful, by leaving a message and sending a letter by overnight mail. The Director of Pupil Services will canvass the list in alphabetical order as prescribed by the Regulations of the Commissioner of Education until an appointment is accepted. ~~The Director of Pupil Services shall then proceed through the list to determine availability of the next successive IHO.~~

Pursuant to the Regulations of the Commissioner of Education, if an impartial hearing is currently pending for the same student when a new hearing request is received, the District will appoint the same IHO, if available, who will determine whether or not to consolidate the hearings, or to permit the new complaint to proceed separately as an individual complaint before the same IHO. Additionally, if a party subsequently files a due process complaint within one (1) year of the withdrawal of a complaint that is based on or includes the same or substantially similar claims as made in a prior due process complaint that was previously withdrawn by the party, the District shall appoint the same IHO appointed to the prior complaint, unless the IHO is not available to serve.

An IHO on the School District's rotational list may not accept appointment unless ~~they are~~ they are



| ~~or she is~~ available to:

1. Make a determination on the sufficiency of the due process complaint that will be heard at the hearing within five (5) days of receiving such a request; and
2. Initiate the hearing within the first fourteen (14) days after either:
  - The School District appoints the hearing officer; or

## VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

### IMPARTIAL HEARING OFFICER APPOINTMENT AND COMPENSATION

Policy 5425

- The date on which ~~they~~~~he or she~~ receives written notice that the parents/guardians and the School District waived their right to hold a resolution meeting to resolve their differences prior to commencement of the hearing, or met but were unable to reach agreement; or
- The expiration of the thirty (30) day period beginning with the receipt of the due process complaint, whichever occurs first unless the parties agree in writing to continue mediation at the end of the thirty (30) day resolution period, in which case, the hearing or pre-hearing conference shall commence within the first fourteen (14) days after the impartial hearing officer is notified in writing that either party withdrew from mediation.

#### Appointment

The Board of Education by resolution, or Board of Education President by letter (or Vice President in ~~their~~~~his/her~~ absence or inability), will appoint an IHO immediately after the IHO selected from the rotational list indicates ~~they are~~~~he or she~~ is available.

The Board of Education will rescind the appointment of an IHO and appoint a new one if, the parties to the hearing mutually agree that the IHO is either incapacitated or otherwise unavailable or unwilling to continue the hearing or issue a decision. The appointment of a new IHO in such an instance will be made in accordance with the selection and appointment procedures established by this policy.

#### Compensation

The School District shall compensate an impartial hearing officer for ~~their~~~~his or her~~ services at the maximum rate established for such purpose by the New York State Director of the Division of the Budget. The School District will pay the impartial hearing officer New York State appointed at the rate of up to \$100 per hour for pre-hearing, hearing, and post-hearing activities. In addition, impartial hearing officers may be reimbursed for reasonable, actual and necessary expenses for automobile travel, meals and overnight lodging in accordance with the current School District reimbursement rate set for School District employees. Mailing costs associated with the hearing will also be reimbursed. The School District will not reimburse impartial hearing officers for administrative assistance, secretarial or other overhead expenses.

#### Cancellation

The School District shall attempt to provide an Impartial Hearing Officer with two (2) business days' advance notice of the cancellation or re-scheduling of an impartial hearing. Should the School District request the cancellation or re-scheduling of a hearing date and fail to provide an Impartial Hearing Officer with two (2) days' notice, the School District agrees to pay the Impartial Hearing Officer a fee of \$100.00. The School District shall not be responsible for costs associated with a parent or guardian's cancellation or adjournment of a hearing.

# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

## IMPARTIAL HEARING OFFICER APPOINTMENT AND COMPENSATION

Policy 5425

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A copy of this policy will be forwarded to the impartial hearing officer at the time of appointment.

Records relating to the IHO process including, but not limited to, the request for initiation and completion of each impartial hearing will be maintained by the School District and such information will be reported to the New York State Education Department's Office of Special Education as required by Commissioner's regulations.

Cross Ref: Policy 5400 Programs for Students with Disabilities *et seq.*

Ref: 8 NYCRR §§200.2(b)(~~89~~), (e)(1); 200.5(j); 200.21

**Adoption date:**     October 30, 2019

Revised:

**SCHOOL-WIDE PRE-REFERRAL  
APPROACHES AND INTERVENTIONS**

**Policy 5440**

The Board of Education recognizes that the provision of academic and behavioral supports and targeted interventions for students who are not making academic progress at expected levels in the general curriculum may improve a student's ~~performance, and~~ performance and help avert the need for referral for possible classification as a student with a disability. Therefore, the School District will implement on a school-wide basis practices appropriate to enable all of the School District's students to succeed in the general education environment.

The Superintendent of Schools or ~~his/her~~ designee will identify and take steps to implement a variety of practices appropriate to comply with this policy. Consistent with applicable law and regulation, those practices may include, for example:

1. Providing early intervention services with funds available to the School District under the IDEA, which may be coordinated with similar activities conducted ~~pursuant to law under the Elementary and Secondary Education Act~~. Such services would be made available to students not currently identified as needing special education and related services, but who need additional support to succeed in a general education setting. This may include professional development that enables teachers and other staff to deliver scientifically based academic instruction and behavioral interventions, such as scientifically based literacy instruction and, where appropriate, instruction on the use of adaptive instructional software. It also may include educational and behavioral evaluations, services and supports.
2. Implementation of a multi-tiered system of support (MTSS) ~~response to intervention (RTI)~~ program that includes the minimum requirements established by commissioner's regulations, and allows teachers and other staff to determine whether a student responds to scientific, research-based instruction or requires interventions beyond those provided to all students in the general education classroom.
3. Implementation of a positive behavioral intervention and support (PBIS) system that reduces school and classroom behavioral ~~problems, and~~ problems and creates and maintains a safe and positive learning environment by promoting positive behavior in all students.

The School District's implementation of any of the above practices will not impede or delay the appropriate evaluation of a student suspected of having a disability, and the student's right to a free appropriate public education.

Cross-ref: Policy 5400, Programs For Students with Disabilities *et. seq.*

Ref: Individuals with Disabilities Education Act, 20 USC §§1413(f); 1414(b)(6)(B)  
34 CFR §§300.226; 300.307(a)(2)  
8 NYCRR §§100.2(ii); 200.2(b)(7)

Adoption date: October 30, 2019

Revised:

**MANHASSET PUBLIC SCHOOLS**  
**CONTRACT FOR HEALTH AND WELFARE SERVICES**

THIS AGREEMENT made in duplicate this **8th of May 2025**, by and between the Board of Education of **Valley Stream UFSD 24**, Town(s) (City) of **Hempstead**, County of **Nassau**, New York party of the first part, and the Board of Education of the Manhasset Union Free School District, Town of North Hempstead, County of Nassau, New York, party of the second part ("MANHASSET").

WITNESSETH that, whereas the party of the first part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending non-public schools in the Manhasset Union Free School District, Town of North Hempstead, County of Nassau, New York to begin on **9/3/2024** and to end on **6/27/2025**.

NOW, therefore, the said party of the first part hereby agrees to pay Manhasset the sum of **\$1,397.07** per child for health and welfare services to be provided under Section 912 to child(ren) residing within the boundaries of **Valley Stream UFSD 24**, Town(s)(City) of **Hempstead**, County of **Nassau**, New York, and attending non-public schools in said Manhasset Union Free School District, Town of North Hempstead, County of Nassau, New York.

And MANHASSET hereby agrees with the party of the first part as follows:

1. The health and welfare services provided by MANHASSET shall be consistent with the services available to students attending public schools within the Manhasset Union Free School District; and may include, but are not limited to:

- a. All services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, \*school psychologist, school social worker, or \*school speech therapist;
- b. Dental prophylaxis;
- c. Vision and hearing screening examinations;
- d. The taking of medical histories and the administration of health screening tests;
- e. The maintenance of cumulative health records; and
- f. The administration of emergency care programs for ill or injured students.

*\*School psychological and speech correction services may be rendered on nonpublic school premises only to the extent that these services are diagnostic in nature. To the extent that these services are therapeutic or remedial in nature, they may be rendered to a student attending a nonpublic school only at a religiously neutral site.*

2. MANHASSET will also furnish the following equipment where necessary to provide the services pursuant to this Agreement if requested by the authorities in charge of the non-public school, to the extent such items are not provided by the nonpublic school:

- a. Supplies and equipment for use by physician, school nurse-teacher, nurse-aides, psychologist, and speech correctionist (e.g., scales, vision and hearing testing devices, health record forms, first-aid supplies, and all other readily transportable equipment and supplies pertaining to delivery of services.)

**MANHASSET PUBLIC SCHOOLS**  
**CONTRACT FOR HEALTH AND WELFARE SERVICES**

It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching service.

The party of the first part shall pay MANHASSET within thirty (30) days of receipt of a detailed written invoice from MANHASSET. Said invoice shall specify the services provided, dates the services were provided and the total amount due for the period specified.

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.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until it is approved by the Boards of Education of each of the parties to this Agreement, at duly convened respective board meetings.

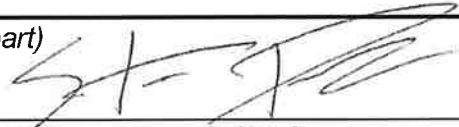
It is mutually agreed that this contract shall not become valid and binding upon either party thereto until it is approved by the Superintendent of Schools of **Valley Stream UFSD 24**

In Witness Whereof, the parties have hereunto set their hands the day and year above written.  
(Party of the first part)

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Trustee or President of **Valley Stream UFSD 24** Board of Education  
75 Horton Avenue, Valley Stream, NY, 11581-1499

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent of **Valley Stream UFSD 24**  
75 Horton Avenue, Valley Stream, NY, 11581-1499

(Party of the second part)

Sign:  \_\_\_\_\_ Date: 05/08/2025  
President of **Manhasset Union Free School District** Board of Education  
200 Memorial Place, Manhasset, NY 11030

Approval of Superintendent of Schools

I have reviewed this student health and welfare services agreement and have approved the same.

Sign:  \_\_\_\_\_ Date: 05/08/2025  
Superintendent of **Manhasset Union Free School District**  
200 Memorial Place, Manhasset, NY 11030

May 23, 2025

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

<b>Description of services:</b>	<p>SPN Senior Thought Leader Ray McNulty will deliver four Face to Face sessions and one Virtual session as follows:</p> <ul style="list-style-type: none"> <li>August 29, 2025: Staff Keynote - Face to Face</li> <li>October, 2025 ( Date to be determined) - Vision 2030 - Launch for 2025-26 - Face to Face</li> <li>December 2025 ( Date to be determined) - 3 hour virtual</li> <li>March , 2026 (Date to be determined) - Face to Face</li> <li>June 3, 2026 (Date to be determined) - Face to Face</li> </ul>
<b>Location at which services will be provided:</b>	Onsite at Valley Stream School District 24 and Virtual as described above
<b>Date:</b>	<ul style="list-style-type: none"> <li>August 29, 2025</li> <li>October, 2025 (Date TBD)</li> <li>December 2025 (Virtual Date TBD)</li> <li>March 2026 (Date TBD)</li> <li>June 3, 2026</li> </ul>
<b>Fee:</b>	<ul style="list-style-type: none"> <li>August 29, 2025: \$4,500</li> <li>October, 2025: \$4,500</li> <li>December 2025: \$2,250</li> <li>March 2026: \$4,500</li> <li>June 3, 2026: \$4500</li> </ul> <p style="text-align: right;"><b>Total: \$20,250</b></p>

Client agrees to pay the fee set forth above upon receipt of invoice following completion of work. Please indicate Client's acceptance of this Agreement by signing in the space provided below and returning to SPN. The delivery of the services is not confirmed until SPN receives this agreement signed by client.

Sincerely,



**Todd Daggett**  
Chief Operating Officer, Successful Practices Network

Client: **Valley Stream School District 24**

Signature: \_\_\_\_\_

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

1



architects + engineers

538 Broad Hollow Road, 4<sup>th</sup> Floor East  
Melville, NY 11747 | tel 631.756.8000 | h2m.com

May 30, 2025

Dr. Jack Mitchell  
Assistant Superintendent for Business  
Valley Stream UFSD 24  
75 Horton Avenue  
Valley Stream, New York 11581

**Re: New AC Install & Electrical Upgrades at Brooklyn Avenue Elementary School**  
**24 Brooklyn Ave., Valley Stream, NY 11581**  
**SED No. 28-02-24-02-0-002-030**  
**Contract E1**

**New AC Install & Electrical Upgrades at Robert W. Carbonaro Elementary School**  
**50 Hungry Harbor Road, Valley Stream, NY 11581**  
**SED No. 28-02-24-02-0-004-031**  
**Contract E2**

Dear Dr. Mitchell,

On May 1, 2025, bids were received, opened, and read aloud at the District's Offices. A total of one (1) bid was received for the New AC Install & Electrical Upgrades at Robert W. Carbonaro (Contract E2) Elementary School project and no bids (0) were received for the Brooklyn Avenue (Contract E1) Elementary School project. H2M performed a detailed bid analysis and offers the following recommendation:

The base bid scope of work consists of New Air Conditioning Installations & Electrical Upgrades for approximately 33 classrooms at Brooklyn Avenue Elementary School and 45 classrooms at Robert W. Carbonaro Elementary School. As indicated on the attached bid tabulation sheet the only bidder among those received for Contract E2 is **Locust Valley Electric**, of Glen Cove, New York. We called the four contractors who picked up but did not bid and three of them recommended breaking the work into G & E contracts.

After reviewing the above items with the low bidder and other contractors, we recommend the District purchase the AC units off ED Data contract and break the project into two contracts:

- a. Contract G - install the AC units, brackets, insulated panels, firestopping, caulk, abatement, etc.
- b. Contract E - installation of new electrical panelboard and receptacles.

**It is our professional opinion and recommendation to Valley Stream UFSD #24 to reject all the bids received for these contracts and re-bid the project.** If you have any questions, please feel free to contact me at (631) 756-8000 extension 1354.

Very truly yours,

**H2M architects + engineers**

Kenneth R. Gehringer, AIA, NCARB, CDT, CCCA  
Asst. Vice President | Studio Director

cc: VSSD\_C. Brocher, S. Hernandez  
H2M\_MS

X:\VSSD (Valley Stream UFSD 24) - 10970\VSSD2401 - New AC Install & Elec Upgrades\03-Bid\Recommendation\Bid\2025-0530\_VSSD2401\_No-award Recommendation.docx

H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC (NY) offers its services in NY only  
H2M Architects & Engineers, Inc. (NJ) offers its services in NJ, DE, CT, FL, LA, MA, PA, VA only  
H2M Associates, Inc. (NJ) offers its engineering, land surveying, landscape architecture services in NJ only

[h2m.com](http://h2m.com)



## **CONTRACT FOR SERVICES**

This Agreement is entered into this 1 st day of June, 2024 by and between the BOARD OF EDUCATION of the VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 (hereinafter “DISTRICT”), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York 11581 and JN BUSINESS SERVICES, PUPIL TRANSPORTATION CONSULTANT (hereinafter “CONSULTANT”), having its principal place of business for the purpose of this Agreement at 7 Sims Street, Patchogue, New York 11772.

**A. TERM:**

1. The term of this Agreement shall be from July 1, 2025 through June 30, 2026, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

**B. CONDITIONS:**

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

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

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

**C. INDEMNIFICATION:**

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

**D. SERVICES AND RESPONSIBILITIES:**

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

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

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

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

**E. REPRESENTATIONS:**

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

**F. COMPENSATION:**

- 1. The DISTRICT shall pay the CONSULTANT the sum of two thousand five hundred dollars (\$2,750.00) within thirty (30) days of the DISTRICT’s receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the particulars of services rendered, total hours, dates that the invoice covers, and the total amount due for the period specified.

**G. INSURANCE:**

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

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

**H. TERMINATION:**

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

**I. NOTICES:**

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

To District:

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

To Consultant:

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

**J. SUCCESSORS AND ASSIGNS:**

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

**K. WAIVER OF RIGHTS:**

1. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce every provision of this Agreement.

**L. SEVERABILITY:**

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

**M. GOVERNING LAW:**

1. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any suits

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

**N. ENTIRE AGREEMENT:**

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

**O. TITLES:**

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

**P. AUTHORIZED SIGNATORY:**

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

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

**JN BUSINESS SERVICES**

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

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

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

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

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



# TIEGERMAN

TEACHING THE EXTRAORDINARY

**EXPERTS IN LANGUAGE AND COMMUNICATION DEVELOPMENT**

**TIEGERMAN**  
**100 Glen Cove Ave**  
**Glen Cove, New York 11542**  
**Telephone: (516)609-2000 Fax: (516)609-2015**

May 1, 2025

Valley Stream Union Free School District No. 24  
Attn: Ms. Juanita Walters, Director of Pupil Services  
75 Horton Avenue  
Valley Stream, New York 11581

***Re: Agreement between Valley Stream Union Free School District No. 24 and Tiegerman School (2025-2026)***

Dear Ms. Walters:

Please return a fully executed contract for the above referenced agreement to my attention.

If you should have any follow-up questions or concerns, feel free and do not hesitate to contact me.

Sincerely,

Jeffrey Scott  
Chief Financial Officer



**2025-2026 SPECIAL EDUCATION SERVICES CONTRACT**  
**Education Law § 4401(2)(e)**

This Agreement is entered into this 1st day of July 2025 by and between the Board of Education of the Valley Stream School District Twenty-Four (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, NY 11581, and Tiegerman School (hereinafter the "SCHOOL"), having its principal place of business for the purpose of this Agreement at 100 Glen Cove Avenue, Glen Cove, NY 11542.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:
  - Instructional Services
  - Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).
2. The SCHOOL shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student's IEP.
4. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.

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. Upon the execution of this Agreement, the SCHOOL shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
9. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. 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.
11. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. The 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.
12. 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.



13. 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).
14. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
15. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
16. Upon reasonable prior written notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the SCHOOL shall promptly give written notice of same to the DISTRICT.
18. Insurance
  - a. The SCHOOL, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the SCHOOL and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the SCHOOL in connection with the performance of the SCHOOL's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
  - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.

- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the SCHOOL shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the SCHOOL will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

B. COMPENSATION:

- 1. The SCHOOL shall be entitled to recover tuition from the DISTRICT for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education.
- 2. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
- 3. The DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.
- 4. The DISTRICT shall give the SCHOOL notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

C. MISCELLANEOUS

- 1. The term of this Agreement shall be from July 1, 2025 through June 30, 2026 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.
- 2. Termination
  - a. Either the DISTRICT or the SCHOOL may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
  - b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to



immediately terminate this Agreement without any further liability to the party which violated the Agreement.

- c. In the event the DISTRICT or the SCHOOL terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

### 3. Defense / Indemnification

- a. The SCHOOL agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SCHOOL, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
  - b. The DISTRICT agrees to defend, indemnify and hold harmless the SCHOOL, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
4. 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 the District: Valley Stream UFSD No. 24  
50 Hungry Road,  
Valley Stream, NY 11581

To the School: Tiegerman School  
100 Glen Cove Ave.,  
Glen Cove, NY 11542  
Attn: Jeffrey Scott, CFO

5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. 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. 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. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
9. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
11. 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.

SCHOOL

DISTRICT



By: Jeffrey Scott, Chief Financial Officer

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President, Board of Education

## CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this 1 day of JULY, 2025 by and between the Board of Education of the Valley Stream Union Free School District Twenty-Four (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 Zycron Industries (hereinafter, "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 44 North Chestnut Street, New Platz, New York 12561.

### A. TERM

The term of this Agreement shall be from July 1, 2025, through June 30, 2026, 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: 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:

- CONSULTANT will use its best efforts, as outlined below, to:
- Collect and document billing data for Medicaid eligible services as recommended by Individual Education Plans.
- Formulate the District's monthly Medicaid billings for District signature and submission to Central New York's Regional Information Center.
- Reconcile Medicaid payments and resolve billing rejections. Where necessary, the District will provide required data to facilitate prompt resolution of billing adjustments and discrepancies.
- Maintain and retain service delivery and financial data related to Medicaid billing.
- Provide management reports on a regular basis.
- Design the Medicaid accountability and documentation necessary to comply with the federal and state requirements which are approved by the District.
- Defend and assist the District at audits conducted by federal and state oversight agencies.
- Conduct ongoing reviews of the District's records and procedures to identify areas of vulnerability and develop specific recommendations tailored to resolve identified problems.
- Provide training to the District's staff and help them to implement other loss prevention strategies.
- Pursue additional recovery efforts, when appropriate, in the areas of Administrative Costs, Emergency Assistance to Families, etc.



2. 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.
3. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender, gender identity and expression, national origin, religion, age, disability, or sponsorship.
4. 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.
5. 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.
6. 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.
7. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
8. 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.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of New York State 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.
11. CONSULTANT understands that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONSULTANT hereby acknowledges their



responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

12. CONSULTANT, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. CONSULTANT, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. CONSULTANT further agrees that any information received by CONSULTANT's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the DISTRICT, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, CONSULTANT agrees that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and New York Education Law § 2-d. The Education Law Section 2-d Rider attached hereto is incorporated by reference and made a part of this Agreement.
13. 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.
14. Insurance:
  - a. At its own expense, CONSULTANT shall secure and maintain the insurance policies specified in **Exhibit A**, listing the Board of Education, its employees, and volunteers as additional insured.
  - b. Upon the execution of this Agreement by CONSULTANT, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.
  - c. Proof of insurance confirming renewals of insurance required hereunder must be submitted to the DISTRICT prior to the expiration date of coverage.
  - d. CONSULTANT shall provide the DISTRICT with a copy of any policy required under this Agreement upon the demand by the DISTRICT.
  - e. Acceptance by the DISTRICT of a certificate or a policy does not excuse the CONSULTANT from maintaining the policies consistent with all provisions of this Agreement.

C. COMPENSATION:

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

The DISTRICT agrees to pay CONSULTANT a performance fee of Fifteen percent (15%) for all monies actually received and retained by the DISTRICT as a result of claims submitted by CONSULTANT during the first year (including retroactive claims) to the Federal and/or State government for services rendered by the DISTRICT to disabled students or others. It is contemplated and understood that the majority of the monies collected will be under the provisions of Medicaid for services rendered to the handicapped by the DISTRICT. Payments will only be made to CONSULTANT for funds received and retained by the DISTRICT as a result of services rendered by CONSULTANT to the DISTRICT. This will include payments received after the term of the contract for services rendered during the term of the contract.

The DISTRICT is relying on CONSULTANT to provide the service fees specified in Paragraph "B" herein within the time-frames set by federal and state law. CONSULTANT shall be responsible for performing said services in compliance with federal and state law. CONSULTANT shall not be held liable for damage or loss caused solely by the negligence of the DISTRICT or its employees, except CONSULTANT shall not be entitled to a performance fee on monies the DISTRICT may not retain or may have to pay back. The DISTRICT may deduct the fees needing reimbursement from those fees due CONSULTANT on the next subsequent invoice following the DISTRICT's return of Medicaid funds.

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. 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.
4. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:
  - a. The DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the 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. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees, from and against any and all claims, losses, damages, causes of action, liens, encumbrances, penalties, fines, suits, proceedings, demands, costs (including attorneys' fees and disbursements) of whatsoever kind or nature, including claims for damages because of bodily injury, sickness, disease, or death, injury to, loss of use, or destruction of tangible property, in connection with CONSULTANT'S performance of services pursuant to this Agreement, or any of their agents, employees, officers, directors or partners, excluding only liability created by the DISTRICT's sole and exclusive negligence.

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

To District: Superintendent of Schools  
75 Horton Avenue  
Valley Stream, New York 11581

To Consultant: Zycron Industries  
44 North Chestnut Street  
New Paltz, New York 12561

5. The DISTRICT condemns and prohibits all forms of sexual harassment in the workplace (*see* N.Y.S. Human Rights Law § 296-d). The DISTRICT's anti-sexual harassment policy is available on the DISTRICT's website under Policy # 0110. Reports of sexual harassment shall be made to the District's Title IX coordinator. CONSULTANT agrees to provide a copy of the aforementioned policy and regulation to all of its employees performing services for the DISTRICT and to provide the name and contact information of the DISTRICT's Title IX coordinator. CONSULTANT also agrees to immediately report any allegations or knowledge of sexual harassment of its employees to the DISTRICT's Title IX coordinator immediately. The failure to abide by the terms of this paragraph constitutes a material breach of this Agreement.
6. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
8. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
10. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
11. Entire Agreement: This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral

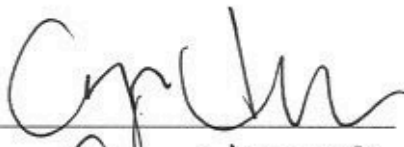
or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

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

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

ZYCRON INDUSTRIES

VALLEY STREAM UNION FREE  
SCHOOL DISTRICT TWENTY-FOUR

By:   
Caryn Timson  
4/10/25

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



## EXHIBIT A

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

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

- b. **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
  - c. **Workers' Compensation and NYS Disability Insurance**  
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB- 120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state.  
The form can be completed and submitted directly to the WC Board online.
  - d. **Professional Errors and Omissions Insurance**  
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the CONSULTANT performed under the contract for the DISTRICT. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
  - e. **Umbrella/Excess Insurance**  
\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.
6. The CONSULTANT acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the DISTRICT. The CONSULTANT is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the DISTRICT.

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



## **EDUCATION LAW 2-d RIDER**

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

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

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

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

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

-AND-

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



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

### **Contractor's Data Security and Privacy Plan Requirements**

3. Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of the District's Protected Data, shall maintain a Data Security and Privacy Plan which includes the following elements:
  - a. Outline how the Contractor will implement all State, federal, and local data security and privacy requirements over the life of the Agreement, consistent with the District's data security and privacy policy;
  - b. Specify the administrative, operational and technical safeguards and practices in place to protect personally identifiable information that Contractor will receive under the contract;
  - c. Demonstrate Contractor's compliance with the requirements of 8 NYCRR Part 121.3(c);
  - d. Specify how officers or employees of the Contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the federal and State laws governing confidentiality of such data prior to receiving access;
  - e. Specify how Contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;
  - f. Specify how Contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the District;
  - g. Describe whether, how and when data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the Contractor when the Agreement is terminated or expires.
4. Pursuant to the Plan, Contractor will:
  - a. Have adopted technologies, safeguards and practices that align with the NIST Cybersecurity Framework referred to in Part 121.5;
  - b. Comply with the data security and privacy policy of the District; Education Law § 2-d; and Part 121;
  - c. Limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services;
  - d. Have prohibited the use of personally identifiable information for any purpose not explicitly authorized in this contract;
  - e. Have prohibited the disclosure of personally identifiable information to any other party without the prior written consent of the parent or eligible student;

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

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

#### **Contractor's Supplemental Information Requirements**

- 5. Contractor understands that, as part of the District's obligations under New York State Education Law § 2-d, Contractor is responsible for providing the District with supplemental information to be included in the District's Parents' Bill of Rights. Such supplemental information shall include:
  - a. The exclusive purposes for which the student data or teacher or principal data will be used;
  - b. How the Contractor will ensure that the subcontractors, persons or entities that the Contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
  - c. When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the Agreement;
  - d. If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
  - e. Where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

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

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



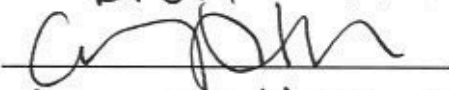
calendar days of discovery of the breach. Notification required hereunder shall be made in writing and must, to the extent available, include a description of the breach, date of incident, date of discovery, the types of personally identifiable information affected, the number of records affected, a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

Dr. Unal Karakas  
Valley Stream Union Free School District Twenty-Four  
75 Horton Avenue  
Valley Stream, New York 11581  
ukarakas@VS24.org

7. In the event that Contractor fails to notify the District of a breach in accordance with Education Law § 2-d, and/or Part 121 of the Regulations of the Commissioner of Education, said failure shall be punishable by a civil penalty of the greater of five thousand dollars (\$5,000) or up to ten dollars (\$10) per student, teacher and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).
8. Except as provided in Education Law § 2-d(6)(d), in the event Contractor violates Education Law § 2-d, said violation shall be punishable by a civil penalty of up to one thousand dollars (\$1,000). A second violation involving the same data shall be punishable by a civil penalty of up to five thousand dollars (\$5,000). Any subsequent violation involving the same data shall be punishable by a civil penalty of up to ten thousand dollars (\$10,000). Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).
9. Contractor agrees that it will cooperate with the District and law enforcement, where necessary, in any investigations into a breach. Any costs incidental to the required cooperation or participation of the Contractor or its employees, agents, affiliates, or authorized users, as related to such investigations, will be the sole responsibility of the Contractor if such breach is attributable to the Contractor or its subcontractors.
10. Upon termination of this Agreement, Contractor shall return or, at the District's option, destroy all confidential information obtained in connection with the services provided herein and/or Protected Data. Destruction of the confidential information and/or Protected Data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. Contractor further agrees that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

11. In the event Contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the Contractor by State and federal law and Agreement shall apply to the subcontractor.
12. Where a parent or eligible student requests a service or product from Contractor and provides express consent to the use or disclosure of personally identifiable information by the third-party Contractor for purposes of providing the requested product or service, such use by the third-party Contractor shall not be deemed a marketing or commercial purpose prohibited by the Plan.

Contractor: Zurron Industries

Signature: 

Printed Name: Camryn Hinson

Date: 4/10/25

Title: Consultant

**EXHIBIT "A"**

[INSERT DISTRICT'S PARENT'S BILL OF RIGHTS]

Contractor: Zeyron Industries

Signature: Caryn

Printed Name: Caryn Clinson

Date: 4/10/25

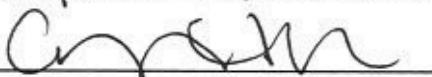
Title: Consultant



**EXHIBIT "B"**  
**Contractor's Supplemental Information**

<b>Name of Contractor</b>	Zycron Industries
<b>Description of the purpose(s) for which Contractor will receive/access PII</b>	submit IEP related services to NMS for reimbursement
<b>Type of PII that Contractor will receive/access</b>	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> APPR Data
<b>Agreement Term</b>	Agreement Start Date: 7/11 Agreement End Date: 10/30
<b>Subcontractor Written Agreement Requirement</b>	Contractor will not utilize subcontractors without a written agreement that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the Contractor by State and federal laws and regulations, and the Agreement. (check applicable option): <input checked="" type="checkbox"/> Contractor will not utilize subcontractors. <input type="checkbox"/> Contractor will utilize subcontractors.
<b>Data Transition and Secure Destruction</b>	Upon expiration or termination of the Contract, Contractor shall: <ul style="list-style-type: none"> <li>Securely transfer data to District, or a successor contractor at the District's option and written discretion, in a format agreed to by the parties.</li> <li>Securely delete and destroy data.</li> </ul>
<b>Challenges to Data Accuracy</b>	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the District. If a correction to data is deemed necessary, the District will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the District's written request.
<b>Secure Storage and Data Security</b>	Please describe where PII will be stored and the protections taken to ensure PII will be protected (check all that apply): <input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third-party. <input type="checkbox"/> Using Contractor owned and hosted solution. <input type="checkbox"/> Other: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:
<b>Encryption</b>	Data will be encrypted while in motion and at rest.

Contractor: Zycron Industries

Signature: 

Printed Name: Caryn Hinson

Date: 4/10/25

Title: Consultant

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

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

## **EDUCATION LAW 2-d RIDER**

To the extent the provisions of this Rider are inconsistent with any contract and/or any electronically created or signed agreement, including “click through” or “click wrap” agreements between the VALLEY STREAM UNION FREE SCHOOL DISTRICT NO. 24 and/or one of its five junior /senior high schools (“the District”) and Zycron Industries, (referred to herein as the “Contractor”), the provisions of this Rider will control.

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

In order to comply with the mandates of Education Law 2-d, the Contractor agrees as follows:

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

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

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

Contractor and/or any of its subcontractors, affiliates, or entities that may receive, collect, store,



record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, Contractor agrees to comply with District policies on data security and privacy. Contractor shall promptly reimburse the District for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Contractor, its subcontractors, and/or assignees.

### **Data Security and Privacy Plan**

Contractor and/or any of its subcontractors, affiliates, or entities that may receive, collect, store, record or display any of the District's Protected Data, shall maintain a Data Security and Privacy Plan which includes the following elements:

1. Specifies the administrative, operational and technical safeguards and practices in place to protect personally identifiable information that Contractor will receive under the contract;
2. Demonstrates Contractor's compliance with the requirements of Section 121.3 of Part 121;
3. Specifies how officers or employees of the Contractor and its assignees who have access to student data, or receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
4. Specifies how Contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;
5. Specifies how Contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency;
6. Specifies whether Protected Data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the Contractor when the contract is terminated or expires.

Pursuant to the Plan the Contractor will:

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

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

In the event Contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by state and federal law and contract shall apply to the subcontractor.

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

Contractor's signature below shall constitute acknowledgement and agreement with the above Bill of Rights terms as well as with the District's Parents' Bill of Rights (Exhibit "A") and the attached supplemental information.

**NAME OF CONTRACTOR:**

ZYCRON INDUSTRIES

Signature: Caryn Hinson      DATED: 6/2/25

## VALLEY STREAM 24 UFSD

### Bill of Rights for Data Privacy and Security

The Valley Stream Union Free School District No. 24 is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record. The confidentiality of a student's personally identifiable information is protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred. Third party contractors are required to employ technology, safeguards and practices that align with the National Institute of Standards and Technology Cybersecurity Framework.
3. A complete list of all student data elements collected by the State Education Department is available for public review at: <http://www.nysed.gov/data-privacy-security/student-data-inventory> or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234. Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach to the district, located at 50 Hungry Harbor Road, Valley Stream, NY 11581 or by email to the district. The School District shall promptly acknowledge any complaints received and commence an investigation into the complaint, while taking the necessary precautions to protect personally identifiable information. The School District shall provide a response detailing its findings from the investigation no more than sixty (60) days after receipt of the complaint. Complaints pertaining to the State Education Department or one of its third-party vendors should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, EB 152, Albany, NY 12234, or email to [Privacy@nysed.gov](mailto:Privacy@nysed.gov)
4. In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify the School District within seven (7) days of discovery of the breach or unauthorized disclosure.
5. If the District enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, supplemental information for each such contract will be appended to this Parents' Bill of Rights.
6. Parents may access the State Education Department's Parents' Bill of Rights at: <http://www.nysed.gov/data-privacy-security/bill-rights-data-privacy-and-security-parents-bill-rights>

#### 1. BILL OF RIGHTS SUPPLEMENTAL INFORMATION

7. The student data ("the Data") received by the Contractor will be used for the following purpose(s): The District Data received by the Contractor will be used only to perform Contractor's obligations pursuant to the Agreement and for no other purpose.
8. The Contractor (check one) ☐ will or ☒ will not share Data with subcontractors. To the extent that Data may be shared by the Contractor with other authorized entities or persons not employed by the Contractor, the Contractor will ensure that those persons or entities will be required to agree in writing that it/they will comply with all the terms of the

Agreement's Data and Security Plan.

- 3) The Contract begins on **7/1/25** and terminates on **6/30/26**. Detail whether, when and in what format the data will be returned to the District or how the data will be destroyed: Upon the termination of the Agreement for any reason, the Contractor will, as directed by the District in writing, securely destroy ("securely destroy" means taking actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by both ordinary and extraordinary means) or return all District Data received by the Service Provider as soon as reasonably possible. The District's decision will be made consistent with all applicable laws, including FERPA and the New York Arts and Cultural Affairs Law and the Retention and Disposition Schedule for New York Local Government Records (LGS-01).
- 4) A parent or student, as appropriate can challenge the accuracy of the Data received by the Contractor by following applicable law (e.g., Family Educational Rights and Privacy Act) policies, rules and regulations.
- 5) Describe where the Data will be stored and what security protections will be taken by the Contractor to ensure data will be protected and data security and privacy risks mitigated: The Contractor will store and process District Data in compliance with Education Law §2-d(5) and applicable regulations of the Commissioner of Education, and in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure District Data from unauthorized access, disclosure, alteration and use. Contractor will use legally required industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services pursuant to the Agreement. The Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- 6) Describe how the Data will be protected using while in motion and at rest: (e.g. password protections, administrative protections, firewalls encryption): All electronic District Data will be protected by the Contractor using encryption technology in compliance with New York Education Law § 2-d(5)(f)(5).

## CONSULTANT SERVICES CONTRACT

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 United Staffing Solutions (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1385 Broadway, Suite 1005, New York, New York 10018.

### A. TERM:

The term of this Agreement shall be from July 1, 2025, through June 30, 2026, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:
  - See Scope of Work and Fee Schedule, attached at **Exhibit A**.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), Section 504 Accommodation Plan and/or Individual Health Services Plan (as applicable), as may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of the foregoing.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender, gender identity and expression, national origin, religion, age, disability, or sponsorship.
6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. Additionally, CONSULTANT or any individual provided by CONSULTANT to perform nursing services pursuant to this Agreement shall be qualified to perform such services and shall meet the criteria listed below. CONSULTANT shall provide the DISTRICT with proof of the following upon the DISTRICT's request for each individual performing such services:
  - a. Current State license/registration and/or certification
  - b. CPR certification
  - c. Pre-Employment Physical
  - d. Pre-Employment Screening, including TB
  - e. Professional References
  - f. Criminal Background Check
  - g. Drug Screening as requested in writing
  - h. OSHA and HIPAA training
10. DISTRICT reserves the right to reject any of the CONSULTANT's staff, which the DISTRICT, at its sole discretion, may deem unqualified.
11. CONSULTANT shall observe and comply with all applicable DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
12. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
13. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the 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.

14. 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.
15. All students' records, logs, etc. will be the property of the DISTRICT and will be considered mandated records.
16. CONSULTANT shall provide the DISTRICT with a copy of any reports, testing, evaluations, observations, etc., which are prepared in connection with the services provided by CONSULTANT under this Agreement.
17. CONSULTANT understands that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONSULTANT hereby acknowledges their responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
18. CONSULTANT, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. CONSULTANT, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. CONSULTANT further agrees that any information received by CONSULTANT's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the DISTRICT, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, CONSULTANT agrees that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and New York Education Law § 2-d. The Education Law Section 2-d Rider attached hereto is incorporated by reference and made a part of this Agreement.
19. 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.
20. 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.

21. Insurance:

- a. At its own expense, CONSULTANT shall secure and maintain the insurance policies specified in **Exhibit B**, listing the Board of Education, its employees, and volunteers as additional insured.
- b. Upon the execution of this Agreement by CONSULTANT, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.
- c. Proof of insurance confirming renewals of insurance required hereunder must be submitted to the DISTRICT prior to the expiration date of coverage.
- d. CONSULTANT shall provide the DISTRICT with a copy of any policy required under this Agreement upon the demand by the DISTRICT.
- e. Acceptance by the DISTRICT of a certificate or a policy does not excuse the CONSULTANT from maintaining the policies consistent with all provisions of this Agreement.

C. COMPENSATION:

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

See Scope of Work and Fee Schedule, attached at **Exhibit A**.

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.

\* *If the services provided pursuant to this Agreement are covered by Medicaid, CONSULTANT shall bill Medicaid directly for such services, and will accept the Medicaid reimbursement as payment in full for such services.*

3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is



cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.

4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS:

1. Termination:

- a. The DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the 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. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees, from and against any and all claims, losses, damages, causes of action, liens, encumbrances, penalties, fines, suits, proceedings, demands, costs (including attorneys' fees and disbursements) of whatsoever kind or nature, including claims for damages because of bodily injury, sickness, disease, or death, injury to, loss of use, or destruction of tangible property, in connection with CONSULTANT'S performance of services pursuant to this Agreement, or any of their agents, employees, officers, directors or partners, excluding only liability created by the DISTRICT's sole and exclusive negligence.

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

To District: Superintendent of Schools  
Valley Stream Union Free School District 24  
75 Horton Avenue  
Valley Stream, New York 11581

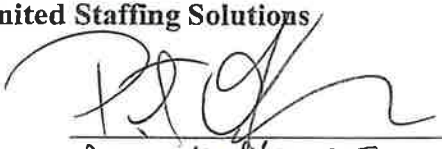
To Consultant: United Staffing Solutions  
1385 Broadway, Suite 1005  
New York, New York 10018

5. The DISTRICT condemns and prohibits all forms of sexual harassment in the workplace (*see* N.Y.S. Human Rights Law § 296-d). The DISTRICT's anti-sexual harassment policy is available on the DISTRICT's website under Policy # 0110. Reports of sexual harassment shall be made to the District's Title IX coordinator. CONSULTANT agrees to provide a copy of the aforementioned policy and regulation to all of its employees performing services for the DISTRICT and to provide the name and contact information of the DISTRICT's Title IX coordinator. CONSULTANT also agrees to immediately report any allegations or knowledge of sexual harassment of its employees to the DISTRICT's Title IX coordinator immediately. The failure to abide by the terms of this paragraph constitutes a material breach of this Agreement.
6. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

7. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
8. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
10. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
11. Entire Agreement: This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
12. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
13. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

**United Staffing Solutions**

By:   
Peter O'Kelle, CEO

**Valley Stream Union Free School District  
24**

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

## Exhibit A

### **Scope of Work and Fee Schedule**

#### **Temporary or Temporary-To-Permanent Placements:**

In the case of Temporary or Temporary-To-Permanent placements, Valley Stream Union Free School District No. 24 will be billed an hourly rate for each hour worked by Consultant's employee(s). Any hours not worked such as lunch or holidays are not included. Work hours are calculated by the hours physically worked by Consultant's temporary employee and do not include hours not worked. There is a two (2) hour minimum per shift. Valley Stream Union Free School District No. 24 will be billed at an hourly rate of 1.5X (time and a half) if a Consultant's employee works beyond 40 hours in a given week.

<u>Job Title</u>	<u>Bill Rate</u>
RN	\$ 87.50 per hour
LPN	\$ 69.50 per hour
Paraprofessional	\$ 30.00 per hour

\*\*Bill rates for other positions filled by Consultant for Valley Stream Union Free School District No. 24 will be discussed prior to placement and agreed to in writing by both parties.

Should the District need to have one of Consultant's temporary employees work on a holiday, the rate is one and one-half times (1.5x) the regular hourly rate and will be charged on all hours during a holiday. United Staffing Solutions observes the following holidays:

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

The District is requested to verify temp hours worked by providing a signature on the Consultant timesheet or submitting hours worked into the USS *eBoardRoom* portal.

Candidates placed by Consultant can be converted directly onto the payroll of Valley Stream Union Free School District No. 24 based upon the conversion fee listed below. Any Temporary to Permanent conversions are as follows (as a percentage of employee's annual salary):

- Hired between 0-30 work days - 15%
- Hired between 31-60 work days - 12%
- Hired between 61-90 work days - 10%
- Hired after 91 work days - 5%

Candidates placed by Consultant can only be converted directly onto the payroll of Valley Stream Union Free School District No. 24 only if Valley Stream Union Free School District No. 24 is in full conformance with the payment schedule outlined above.

**Direct Hire/Permanent Placement:**

The Direct Hire or Permanent Placement fee for any permanent placement shall be fifteen percent (15%) of the annual salary.

The Direct Hire fee covers all sourcing, advertising, interviewing, presenting and scheduling all qualified candidates. There will be a 30-day guarantee with one replacement per filled job order as outlined below.

Calendar Day 1-30: If new hire leaves for any reason, including resignation or termination, Consultant will provide one placement candidate at no additional cost to client. Should Consultant not be able to find a suitable replacement, then Consultant will issue a refund of fee paid.

Calendar Day 30+: If new hire leaves for any reason, including resignation or termination, any replacement candidate requested by client will be subject to an additional full permanent placement fee as outlined above.

If in response to a job the District lists with Consultant, the Consultant refers or discloses a candidate to the District and the District hires that candidate within the next 12 months, it shall be conclusively presumed that the hiring resulted from Consultant's referral. If the District interviews any candidate Consultant refers to the District, it shall be deemed agreement with these terms. Should any candidate referred by Consultant have been submitted by another company or on file in the District's current database prior to Consultant's submission, the District must inform Consultant within 48 hours of submission. If notification is not provided within 48 hours, the candidate will be billable by Consultant should the District hire them.

## **Exhibit B**

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

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

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB- 120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state.

The form can be completed and submitted directly to the WC Board online.

d. **Professional Errors and Omissions Insurance**

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

e. **Umbrella/Excess Insurance**

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

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

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



## EDUCATION LAW 2-d RIDER

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

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between the Valley Stream Union Free School District 24 (the "District") and Contractor to the contrary, Contractor agrees as follows:

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

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

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

-AND-

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



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

### **Data Security and Privacy Plan**

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

1. Specifies the administrative, operational and technical safeguards and practices in place to protect personally identifiable information that Contractor will receive under the contract;
2. Demonstrates Contractor's compliance with the requirements of Section 121.3 of Part 121;
3. Specifies how officers or employees of the Contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
4. Specifies how Contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;
5. Specifies how Contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency;
6. Specifies whether Protected Data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the Contractor when the contract is terminated or expires.

Pursuant to the Plan Contractor will:

1. Have adopted technologies, safeguards and practices that align with the NIST Cybersecurity Framework referred to in Part 121.5(a);
2. Comply with the data security and privacy policy of the District; Education Law § 2-d; and Part 121;
3. Have limited internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services;


4. Have prohibited the use of personally identifiable information for any purpose not explicitly authorized in this contract;
5. Have prohibited the disclosure of personally identifiable information to any other party without the prior written consent of the parent or eligible student:
  - a. except for authorized representatives such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with state and federal law, regulations and its contract with the educational agency; or
  - b. unless required by statute or court order and Contractor has provided a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.
6. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in our custody;
7. Use encryption to protect personally identifiable information in its custody while in motion or at rest; and
8. Not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

In the event Contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by state and federal law and contract shall apply to the subcontractor.

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

Contractor's signature below shall also constitute an acknowledgement, acceptance, and signature of the District's Parent Bill of Rights.

NAME OF PROVIDER: United Staffing Solutions

BY: 

DATED: 6/9/2025

## **DATA PRIVACY AND SECURITY PLAN**

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

**Exhibit A**

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 11<sup>th</sup> day of June, 2025 by and between the Board of Education of the Valley Stream Union Free School District 24 (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York 11581, and Michele Tritschler MSCCC SLP (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 67 Avondale Street, Valley Stream, New York 11581.

A. TERM:

The term of this Agreement shall be from July 1, 2025, through June 30, 2026, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:
  - Speech and Language Therapy
  - Speech Evaluations
  - Participation in CSE meetings

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

2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender, gender identity and expression, national origin, religion, age, disability, or sponsorship.

6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. DISTRICT reserves the right to reject any of the CONSULTANT's staff, which the DISTRICT, at its sole discretion, may deem unqualified.
10. CONSULTANT shall observe and comply with all applicable DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
11. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), and the DISTRICT's administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
13. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.

14. CONSULTANT understands that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONSULTANT hereby acknowledges their responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
15. CONSULTANT, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. CONSULTANT, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. CONSULTANT further agrees that any information received by CONSULTANT's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the DISTRICT, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, CONSULTANT agrees that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and New York Education Law § 2-d. The Education Law Section 2-d Rider attached hereto is incorporated by reference and made a part of this Agreement.
16. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
18. Insurance:
  - a. The CONSULTANT, at its sole expense, shall procure and maintain the insurance policies attached at **Exhibit A**, 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 cancelled or not renewed, the CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.

- d. Upon the execution of this Agreement, the CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT as ~~Additional Insured~~, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement. (NT) 6/11/25
- e. Proof of insurance confirming renewals of insurance required hereunder must be submitted to the DISTRICT prior to the expiration date of coverage.
- f. CONSULTANT shall provide the DISTRICT with a copy of any policy required under this Agreement upon the demand by the DISTRICT.

C. COMPENSATION:

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

See Fee Schedule attached at **Exhibit B.**

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If, however, a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS:

1. Termination:

- a. The DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the CONSULTANT. Such notice shall be given in



accordance with the requirements for all notices pursuant to this Agreement set forth below.

- b. The parties agree that CONSULTANT's failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

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

3. Defense / Indemnification:

- a. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees, from and against any and all claims, losses, damages, causes of action, liens, encumbrances, penalties, fines, suits, proceedings, demands, costs (including attorneys' fees and disbursements) of whatsoever kind or nature, including claims for damages because of bodily injury, sickness, disease, or death, injury to, loss of use, or destruction of tangible property, in connection with CONSULTANT'S performance of services pursuant to this Agreement, or any of their agents, employees, officers, directors or partners, excluding only liability created by the DISTRICT's sole and exclusive negligence.

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

To District: Superintendent of Schools  
Valley Stream UFSD 24  
75 Horton Avenue  
Valley Stream, New York 11581

To Consultant: Michele Tritschler MSCCC SLP  
67 Avondale Street  
Valley Stream, New York 11581

5. The DISTRICT condemns and prohibits all forms of sexual harassment in the workplace (*see* N.Y.S. Human Rights Law § 296-d). The DISTRICT's anti-sexual harassment policy is available on the DISTRICT's website under Policy # 0110. Reports of sexual harassment shall be made to the District's Title IX coordinator. CONSULTANT agrees to provide a copy of the aforementioned policy and regulation to all of its employees performing services for the DISTRICT and to provide the name and contact information of the DISTRICT's Title IX coordinator. CONSULTANT also agrees to immediately report any allegations or knowledge of sexual harassment of its employees to the DISTRICT's Title IX coordinator immediately. The failure to abide by the terms of this paragraph constitutes a material breach of this Agreement.
6. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
8. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
10. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.


11. Entire Agreement: This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
12. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
13. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

**Michele Tritschler MSCCC SLP**

**Valley Stream UFSD 24**

By:

  
MSCCCSLP

By:

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

**Exhibit A** In the event of a dispute between the parties, the arbitration panel shall be composed of three members, one member to be designated by each party and one member to be designated by the arbitration panel. The arbitration panel shall be composed of three members, one member to be designated by each party and one member to be designated by the arbitration panel. The arbitration panel shall be composed of three members, one member to be designated by each party and one member to be designated by the arbitration panel.

1. The arbitration panel shall be composed of three members, one member to be designated by each party and one member to be designated by the arbitration panel. The arbitration panel shall be composed of three members, one member to be designated by each party and one member to be designated by the arbitration panel.

2. The arbitration panel shall be composed of three members, one member to be designated by each party and one member to be designated by the arbitration panel. The arbitration panel shall be composed of three members, one member to be designated by each party and one member to be designated by the arbitration panel.

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

1. [Signature]

2. [Signature]

President, Board of Directors

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Michele Tritschler MSCCC  
Speech Language Pathologist  
67 Avondale Street  
Valley Stream, NY 11581  
(516) 641-1487

**SPEECH -LANGUAGE SERVICES FEE SCHEDULE**  
**2025-2026 SCHOOL YEAR**

NPI #: 1144475815

NYS Teaching Certificate #: 114502263

NYS License #: 011-670

Speech Session Fee:     \$47.50 for 15 minutes  
                                     \$95.00 for 30 minutes  
                                     \$142.50 for 45 minutes  
                                     \$190.00 for 60 minutes

Speech Evaluation:     \$360.00

CSE Meeting:             \$100.00 per meeting

**MEMORANDUM OF INSURANCE**Date Issued  
June 11, 2025**Producer**AMBA  
P.O. Box 14554  
Des Moines, IA 50306

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

**Insured**Michele Bruzga Tritschler  
67 Avondale Street  
Valley Stream, NY 11581**Company Affording Coverage**

Liberty Insurance Underwriters, Inc.

This is to certify that the Certificate listed below has 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 memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims. The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
<b>Professional Liability</b> SpeechLangH SE Speech Language Pathologist	AHY-618158013	04/25/2024	04/25/2025	Per Occurrence	\$1,000,000
				Aggregate	\$3,000,000
<b>General Liability</b>				Per Occurrence	
				Aggregate	

**PROOF OF INSURANCE****Memorandum Holder:**The Valley Stream Union Free School District #24  
75 Horton Avenue  
Valley Stream NY 11581

Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

*Stephen Miller*

## **MEMORANDUM OF AGREEMENT**

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

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

1. **Salary** – The annual salary increase for Principals shall be as follows:

2025/26 – 3.5%

2026/27 – 3.5%

2027/28 – 3.5%

2. **Compensation** – Article 4 – subsection 4.2 – Delete subparagraph 4.2(c), in its entirety and replace with:

C. **Doctoral Degree**: Unit members anticipating the completion of a Doctoral Degree must provide proof of having completed such degree by June 30 to be eligible for a one thousand (\$1,000) dollar salary increase in the following school year. If proof is provided after June 30, the increase will be applied the first month after proof is provided and shall be prorated monthly.

3. **Work Year** – Article 4 – subsection 4.4 – Revise to read as follows:

**Section 4.4** - The work year for Principals shall be September 1 through June 30, plus 20 days during the period July 1 to August 31. A Principal is required to work the last five (5) business days in August as part of the required twenty (20) days. The remaining fifteen (15) days shall be determined and communicated by the Superintendent of Schools no later than May 1 of each year. In the event a Principal's presence is necessary beyond the twenty (20) workdays during the summer months, either compensatory time or per diem reimbursement will be forthcoming at the discretion of the District. These extra workdays may also be accumulated to a maximum of twenty-five (25), to be paid at the per diem rate at the time of retirement or separation from the District. The Principals shall work the days from September 1 to the opening of school, and from the close of school to June 30. From the opening to the close of school, Principals shall work the same calendar days as teachers. Any request to change the dates of the approved twenty (20) days of summer work must be requested in advance and receive approval from the Superintendent of Schools or their designee.

4. **Evaluations** – Article 4 – Add subsection 4.5:

**Section 4.5** - The Principals and the District will collaborate and mutually agree upon an Annual Professional Performance Review (“APPR”) evaluation process which shall be applicable to Principals.

5. **Longevity** – Article 4 – Add subsection 4.6:

**Section 4.6** – When the Unit Member reaches the longevity benchmarks of 20 years, 15 years, and 8 years, two and a half (2.5%) percent of the Unit Member’s then current salary shall be paid to the Unit Member as a one-time longevity payment. Longevity payments under this provision are not retroactive. The Unit Member must have completed the benchmark year to receive the one-time payment.

6. **Unused Accumulated Leave** – Article 5 – subsection 5.5 – Add 457 and 403-b non-elective contribution language regarding unused accumulated leave as follows:

To the maximum extent permitted by law, payment upon retirement of the amount calculated based upon unused, accumulated sick days that have no cash option under this Article shall be made as a non-elective contribution to the Unit Member’s account/annuity pursuant to the District’s 403-b plan no later than the first pay period of January following retirement up to the allowable limit. Amounts payable in excess of the 403-b plan allowable limit shall be made as non-elective contributions to the Unit Member’s account/annuity pursuant to a District authorized 457 plan no later than the first pay period of January following retirement up to the allowable limit. Amounts payable in excess of the allowable limit of the 403-b and 457 plans shall be made in cash upon retirement.

Unit Members shall be entitled to the benefits of a 403-b and 457 plan that is selected and authorized by the District pursuant to the rules and regulations governing such plans. To the maximum extent permissible by law, the Unit Member shall execute an indemnification and save harmless agreement in favor of the District against any and all claims, demands, suits or other forms of liability, including attorneys’ fees, that may arise out of 403-b and 457 plan participation, including, but not limited to, the tax consequences thereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day  
of \_\_\_\_\_, 2025.

**PRINCIPALS OF VALLEY STREAM  
UFSD TWENTY-FOUR**

Dated: 06/02/25

BY: 

**VALLEY STREAM UFSD TWENTY-FOUR**

Dated: 6/9/25

BY:   
Superintendent of Schools

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