MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

SPECIALMEETING	WILLIAM L. BUCK SCHOOL
7:30 PM	APRIL 26, 2022

Members Present: President Pellicane, Trustees Hernandez, Herrera, LaRocco, Wheeler and Wilson.

<u>Others Present</u>: Superintendent Dr. Don Sturz, Assistant Superintendents Dr. Jack Mitchell, Dr. Lisa Conte, Principals Johanne Gaddy, Rosario Iacono and Dr. Scott Comis. School District Attorney Florence Frazer. Director of Pupil Services Dr. Robert Mueller and Director of Technology Mark Onorato. Also present were two Valley Stream residents.

Absent With Prior Notice: Vice-President Maier

This Special Meeting was called to order at 8:15 PM by President Pellicane for the purpose of the matter listed on the agenda.

VII. LIST OF ITEMS FOR ACTION:

Motion to move Item #1 and # 2 as listed by Trustee Hernandez and seconded by Trustee LaRocco. Motion unanimously carried.

1. BE IT RESOLVED, that the Board of Education, after opportunity for consideration and discussion, by a majority of said Board vote as follows:

2. WHEREAS, the Board of Cooperative Educational Services of Nassau County (hereinafter "Nassau BOCES") has proposed and presented its Proposed

Administrative Operations Budget for the 2022-2023 school year (July 1, 2022 through June 30, 2023); now therefore,

BE IT RESOLVED that the Nassau BOCES Proposed Administrative Operations Budget for the 2022-2023 school year in the amount of twenty-three million, seven hundred eighty-eight thousand, three hundred seventy-three dollars (\$23,788,373) be, and hereby is, approved by this Board;

BE IT FURTHER RESOLVED that the Clerk of this Board be and is hereby directed to promptly provide to the Nassau BOCES Clerk a certification of the approval of this resolution; and Election of Candidates: Board cannot cast votes for more then three candidates and no more than one vote for any candidate.

Ronald Ellerbee	160 Wallace Street, Freeport, NY 11520
Fran Langsner	253 Aspen Court, Wantagh, NY 11793
Robert "B.A." Schoen	969 Hayes Street, Baldwin, NY 11510

XIII. ADJOURNMENT

Motion to adjourn the Special Meeting at 8:15 PM by Trustee LaRocco and seconded by Trustee Hernandez. Motion unanimously carried.

Respectfully Submitted,

Jennifer Biscardi

Jennifer Biscardi District Clerk

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

BUSINESS MEETING

WILLIAM L. BUCK SCHOOL APRIL 26, 2022

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

<u>Others Present</u>: Superintendent Dr. Don Sturz, Assistant Superintendents Dr. Jack Mitchell, Dr. Lisa Conte, Principals Johanne Gaddy, Rosario Iacono and Dr. Scott Comis. School District Attorney Florence Frazer. Director of Pupil Services Dr. Robert Mueller and Director of Technology Mark Onorato. Also present were two Valley Stream residents.

Absent With Prior Notice: Vice-President Maier

I. CALL TO ORDER

The Business Meeting was called to order at 7:15 PM, at the William L. Buck School, by President Pellicane.

Motion to enter Executive Session at 7:15 PM was made by Trustee Hernandez, seconded by Trustee LaRocco, to discuss Personnel and Contractual obligations. Motion unanimously carried.

Motion to adjourn Executive Session at 8:14 PM was made by Trustee Hernandez, seconded by Trustee Wheeler. Motion unanimously carried.

The Business Meeting was reconvened at 8:17 PM, at the William L. Buck School by President Pellicane.

II. - VI. INFORMATIONAL ITEMS:

Welcome to Visitors: President Pellicane welcomed all in attendance to the Business Meeting and further specified conditions of public comment/questions within Policy 9400.

Motion made by Trustee Hernandez, seconded by Trustee LaRocco, to approve the Minutes of March 23, 2022. Motion unanimously carried.

Correspondence Report from the District Clerk: The District Clerk received the following correspondences –

March 22, 2022 – I received a resignation letter from Ms. Caitlyn Kempsey

April 14, 2022 – I received a FOIL request from Zach Baum at NYSUT regarding voter registration and a FOIL response was sent.

April 19, 2022 – I received an email from Ms. Arroyo regarding budget information and a response was sent.

April 22, 2022 – I received an additional email from Ms. Arroyo regarding budget information and a response was sent.

April 24, 2022 – I received an email from Oceania Diodato regarding a FOIL Request

April 25, 2022 – I received an email from Ms. Arroyo regarding the school calendar.

Superintendents Report: Dr. Sturz opened the meeting by thanking all who came tonight and for their continuous support. Dr. Sturz talked about all the great things that are coming up which is the Poetry Contest, the first spring concert and the outdoor education trip for the 6th graders. Dr. Sturz closed the meeting by reminding that the Budget Vote is May 17, 2022 and to please get out there and vote.

VII. LIST OF ITEMS FOR ACTION:

A. PERSONNEL – MARKUS WILSON

Motion made by Trustee Wilson, seconded by Trustee Wheeler, to move item A.1 as listed. Motion unanimously carried.

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Janet Marrero, effective August 31, 2022, as an Elementary Spanish Teacher, pending certification, for a 4-year probationary period. Her probation expiration will be August 30, 2026*. 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 she will not be eligible for tenure at that time.

Motion made by Trustee Wilson, seconded by Trustee Hernandez, to move item A.2 as listed. Motion unanimously carried.

2. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Caitlyn Kempsey, an Elementary Classroom Teacher, effective June 30, 2022.

Motion made by Trustee Wilson, seconded by Trustee Wheeler, to move item A.3 as listed. Motion unanimously carried.

3. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the following additions to the per diem substitute list for the 2021-2022 School Year:

TEACHER: Nathlye Naggie Motion made by Trustee Wilson, seconded by Trustee Hernandez, to move item A.4 as listed. Motion unanimously carried.

4. BE IT HEREBY RESOLVED THAT the Board of Education of the Valley Stream Union Free School District No. 24 approves an employment agreement dated April 26, 2022 between the Board and Dr. Donald Sturz as Superintendent of Schools; and

BE IT FURTHER RESOLVED THAT the Board authorizes the President of the Board to execute said agreement on behalf of the Board.

Motion made by Trustee Wilson, seconded by Trustee Hernandez, to move item A.5 as listed. Motion unanimously carried.

5. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the following persons to serve as election inspectors for the Annual Budget Vote Meeting on May 17, 2022, compensation at the rate of \$160.00 for the day:

Brooklyn Avenue School John Schraft and Norma E Singh

<u>William L. Buck School</u> Marie Alcindor, Benny Bejarano, and Candida Y. Molina

S. Corona Avenue Firehouse Charles Beglan

Robert W. Carbonaro School Janie Carter, Devora Thomas and Maria F Gemma Sy

Motion made by Trustee Wilson, seconded by Trustee LaRocco, to move item A.6 as listed. Motion unanimously carried.

6. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the following persons to serve as chief election inspectors for the Annual Budget Vote Meeting on May 17, 2022, compensation at the rate of \$185.00 for the day:

Nadege De Tassegalles, Ronald Garofalo, Ramsey Jenkins and Mary E Hansen Sterger

B. EDUCATION – MELISSA HERRERA

Motion made by Trustee Herrera, seconded by Trustee LaRocco, to move items B.1 and B.2 as listed. 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 Special Education previously approved by the Committee on Special Education on 2/1/22, 2/11/22, 2/15/22, 2/15/22, 2/16/22, 2/16/22, 2/16/22, 3/1/22, 3/3/22, 3/3/22, 3/3/22, 3/3/22, 3/3/22, 3/4/22, 3/4/22, 3/1/22, 3/7/22, 3/7/22, 3/7/22, 3/8/22, 3/8/22, 3/8/22, 3/8/22, 3/10/22, 3/10/22, 3/10/22, 3/10/22, 3/10/22, 3/10/22, 3/11/22, 3/11/22, 3/11/22, 3/11/22, 3/11/22, 3/14/22, 3/14/22, 3/14/22, 3/14/22, 3/14/22, 3/14/22, 3/14/22, 3/14/22, 3/14/22, 3/14/22, 3/14/22, 3/14/22, 3/14/22, 3/14/22, 3/14/22, 3/18/22, 3/18/22, 3/18/22, 3/18/22, 3/21/22, 3/21/22, 3/22/22, 3/22/22, 3/22/22, 3/22/22, 3/23/22, 3/23/22, 3/23/22, 3/25/22, 3/25/22, 3/25/22, 3/25/22, 3/25/22, 3/28/22, 3/28/22, 3/30/22 3/30/22, 4/5/22 and 4/5/22, 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 Pre-School Special Education previously approved by the Committee on Pre-School Special Education on 3/1/22, 3/1/22, 3/3/22, 3/7/22, 3/11/22, 3/15/22, 3/15/22, 3/15/22, 3/17/22, 3/21/22, 3/21/22, 3/21/22, 3/23/22, 3/25/22, 3/29/22, 3/30/22, 3/31/22, 3/31/22, 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.

C. FINANCE – MR. ARMANDO HERNANDEZ

Motion made by Trustee Hernandez, seconded by Trustee LaRocco, to move item C.1 as listed. Motion unanimously carried.

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board hereby accepts the Treasurer's Report, Collateral Report, Claims Auditor's Report, Appropriation Status Report, Revenue Status Report, Trial Balance for February 2022.

VIII. 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, Mr. Hernandez, Mr. Maier, and Mr. Wilson.

Central High School District - No Report

Residency Hotlines:

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

B. LEGAL REPORT – Representative from the law firm, Frazer & Feldman, LLP – No Report

C. LEGISLATION REPORT - MR. ARMANDO HERNANDEZ - No Report

D. POLICY COMMITTEE - MRS. KIMBERLY WHEELER - No Report

IX. UNFINISHED BUSINESS, IF ANY: - None

X. NEW BUSINESS:

Motion made by Trustee LaRocco, seconded by Trustee Hernandez, to move items # 1 - # 4 as listed. Motion unanimously carried.

1. BE IT RESOLVED, that the Board of Education of the Valley Stream UFSD 24 hereby approves the Agreement between the District and the Freeport UFSD School District for student health and welfare services for 2021-2022.

2. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby ratifies an agreement with the VSTA

dated, April 6, 2022, regarding a unit member's sick leave bank. The terms of this agreement will be retroactive to April 7, 2022.

3. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby approves the Agreement between the District and Textbook Central for centralized textbook distribution services and textbook information and management services for the 2022-2023 school year at the rate set forth in the Agreement and further authorizes the Board President to execute the necessary documents to effectuate said Agreement.

4. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby authorizes the following Budget Transfer for the 2021-2022 School year:

	DATE: April 26, 2	2022			
CODE	DESCRIPTION		FROM		то
A2250.2	Special Education Equipment General	\$	1,000.00		
A2250.237	CID Equipment	\$	1,000.00		
A2250.451	Offiice Paper-CSE	\$	500.00		
A2250.453-41	Speech Supplies-BAS	\$`\$`\$`\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	125.25		
A2250.453-42	Speech Supplies-RWC	Ŝ	104.88		
42250.453-43	Speech Supplies-WLB	Ś	151.47		
A2250.453-5	Special Ed-Speech K	\$	138.58		
A2250.453-61	Resource Room-BAS	Ŝ	304.08		
A2250.453-62	Resource Room-RWC	ŝ	274.55		
A2250.453-63	Resource Room-WLB	ŝ	88.52		
A2250.453-72	CID Supplies-RWC	Ŝ	191.24		
A2250.453-73	CID Supplies-WLB	ŝ	385.07		
A2820.400-1	Psych Expenses-BAS	ŝ	250.00		
A2820.400-2	Psych Expenses-RWC	ŝ	300.00		
A2820.400-3	Psych Expenses-WLB	\$	300.00		
A2820.451-71	Psych Supplies-BAS	ŝ	300.00		
A2820.451-72	Psych Supplies-RWC	ŝ	144.45		
A2820.451-72	Psych Supplies-WLB	Ŝ	3.80		
42825.400-1	Social Worker Expenses - BAS	ŝ	154.09		
A2825.45	Social Worker Supplies	ŝ	158.55		
A2825.450-2	Social Worker Supplies-RWC	ŝ	131.76		
A20250.450-2 A2250.477	Special Ed -Tuition	ŝ	2,000.00		
A2250.477	Special Ed Expenses	Ŧ	_,	\$	8,006.2
42200.4	Related Services Expenses			Ŧ	
A5540.4	Transportation Expenses	\$	23,000.00		
49060.8	Hosp & Med Insur	\$	70,000.00		
A5581.49	BOCES Transportation			\$	93,000.0
	BOCES Transportation				
A1621.407-3	Site Work	\$	29,600.00		
2815.49	BOCES-Health Serv			\$	6,100.0
A2110.400-73	Copier Leases-RWC			\$	3,500.0
A1420.4	Attorney Fees			\$	20,000.0
	May/June Invoices				
49060.8	Hosp & Med Insur	\$	16,500.00		
42815.4	Health Services Expenses			\$	16,500.0
	Substitute Nurse-BAS				
	TOTALS	\$	147,106.29	s	147,106.2

XI. DISCUSSION

XII. AUDIENCE TO VISITORS

There was one digital card submitted by Simona Simone regarding giving out awards to individuals during the sixth grade graduation.

XIII. ADJOURNMENT

Motion to adjourn the Business Meeting at 8:28 PM was made by Trustee Hernandez, seconded by Trustee LaRocco. Motion unanimously carried.

Respectfully Submitted,

Jennifer Biscardi

Jennifer Biscardi District Clerk

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

WORK SESSION	WILLIAM L. BUCK SCHOOL
7:30 PM	MAY 4, 2022

Members Present: President Pellicane, Vice-President Maier, Trustees Herrera, LaRocco and Wheeler

Others Present: Superintendent Dr. Don Sturz, Assistant Superintendents Dr. Jack Mitchell, Dr. Lisa Conte, Principal Johanne Gaddy, Director of Technology Mark Onorato. Presenters of the Valley Stream Central High School District Christian Bowen and Emmanuel Glasu.

Absent With Prior Notice: Trustees Hernandez and Wilson.

I. CALL TO ORDER

The Work Session was called to order at 6:45 PM, at the William L. Buck School, by President Pellicane.

Motion to enter Executive Session at 6:45 PM was made by Vice-President Maier, seconded by Trustee LaRocco, to discuss Personnel and Contractual obligations. Motion unanimously carried.

Motion made to adjourn Executive Session at 7:29 PM was made by Vice-President Maier, seconded by Trustee LaRocco. Motion unanimously carried.

The Work Session was reconvened at 7:35 PM at the William L. Buck School by President Pellicane.

II. INFORMATIONAL ITEMS:

Dr. Sturz welcomed presenters Christian Bowen and Emmanuel Glasu from the Valley Stream Central High School.

Dr. Sturz welcomed Dr. Jack Mitchell to present the Valley Stream District 24 proposed budget.

III. ADJOURNMENT

Motion to adjourn the Work Session at 8:21 PM was made by Vice-President Maier, seconded by Trustee Wheeler. Motion unanimously carried.

Respectfully Submitted,

Jennifer Biscardi

Jennifer Biscardi District Clerk

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

SPECIAL MEETING

WILLIAM L. BUCK SCHOOL MAY 17, 2022

9:00 PM It is anticipated that the Board of Education will immediately entertain a motion to enter executive session for purposes of discussing personnel and contractual matters.

<u>Member Present</u>: President Pellicane, Vice-President Maier, Trustees Herrera, Wheeler and Wilson.

Others Present: Superintendent Don Sturz

<u>Absent With Prior Notice</u>: Trustees Hernandez, Trustee LaRocco and District Clerk, Jennifer Biscardi

The Special Meeting was called to order at 9:00 PM, at the William L. Buck School, by President Pellicane.

Motion to enter Executive Session at 9:00 PM by Vice-President Maier, seconded by Trustee Wheeler to discuss Personnel and Contractual obligations. Motion unanimously carried.

Executive Session concluded at 9:30 PM by Vice-President Maier, seconded by Trustee Wheeler. Motion unanimously carried.

Motion to adjourn The Special Meeting at 9:30 PM by Vice-President Maier, seconded by Trustee Wheeler. Motion unanimously carried.

Respectfully Submitted

Jennifer Biscardi District Clerk

MINUTES

BOARD OF EDUCATION

VALLEY STREAM SCHOOL DISTRICT 24

SPECIAL BUDGET VOTE MEETING

WILLIAM L. BUCK SCHOOL

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MAY 17, 2022

Members Present: President Pellicane, Vice-President Maier, Trustees Herrera, Wheeler and Wilson.

<u>Others Present</u>: Superintendent Don Sturz, Assistant Superintendent Jack Mitchell and School District Attorney Representative, Brian Georgiady.

Absent With Prior Notice: Trustee Hernandez and Trustee LaRocco

The Special Meeting was called to order at 11:43 PM by Trustee Herrera for the purpose of the matters listed on the agenda.

LIST OF ITEMS FOR ACTION:

Motion to move Item #1 as listed by Trustee Herrera and seconded by Trustee Wheeler. 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 (District 24 Budget).

Yes 454 No 265

Motion to move Item #2 as listed by Trustee Herrera and seconded by Vice-President Maier. Motion unanimously carried. **2. BE IT RESOLVED,** that the Board of Education accept the tally of votes certified to it by the District Clerk on Proposition #2 (Central High School Budget).

Yes 527 No 321

Motion to move Item #3 as listed by Trustee Herrera and seconded by Trustee Wilson. 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 (Central High School District Budget).

Yes 562 No 281

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

4. BE IT RESOLVED, that the Board of Education accept the tally of votes certified to it by the District Clerk on Proposition #3 (Central High School District Budget).

Yes 592 No 249

Motion to move Item #5 as listed by Trustee Herrera and seconded by Vice-President Maier. Motion unanimously carried.

5. 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.

Cynthia Nunez	298
Kimberly Wheeler	540
Meaghan Fleming	248
Markus Wilson	586
Cristina Arroyo-Rodriguez	291
John Maier	576

Motion to move Item #6 as listed by Trustee Herrera and seconded by Vice-President Maier. Motion unanimously carried.

6. BE IT RESOLVED, in accordance with the foregoing, Kimberly Wheeler, is duly elected member of the Board of Education, to serve a term of July 1,2022, until June 30,2025.

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

7. BE IT RESOLVED, in accordance with the foregoing, Markus Wilson is duly elected member of the Board of Education, to serve a term of July 1, 2022, until June 30, 2025.

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

8. BE IT RESOLVED, in accordance with the foregoing, John Maier is duly elected member of the Board of Education, to serve a term of July 1, 2022, until June 30, 2025.

XII. ADJOURNMENT

Motion to adjourn the Special Meeting at 11:47 PM by Trustee Herrera and seconded by Vice-President Maier. Motion unanimously carried.

Respectfully Submitted,

. Jennifer Biscardi

Jennifer Biscardi District Clerk

Floral Park-Bellerose Union Free School District 1 Poppy Place, Floral Park, NY 11001

CONTRACT FOR HEALTH SERVICES

This AGREEMENT made this _____ day of March 2022, by and between the Board of Education of Valley Stream #24 School District, New York, party of the first part, and the Board of Education of the Floral Park-Bellerose Union Free School District, Towns of Hempstead and North Hempstead, County of Nassau, New York, party of the second part.

WITNESSETH, that whereas 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 services for children residing in said district and attending non-public school in the Floral Park-Bellerose Union Free School District, Towns of Hempstead and North Hempstead, County of Nassau, New York, to begin September 10, 2021 and to end June 24, 2022.

Now, therefore, the said party of the first part hereby agrees to pay the party of the second part \$1,069.00 per student for health services to be provided to students residing in Valley Stream #24 School District and attending non-public school in the Floral Park-Bellerose Union Free School District, Towns of Hempstead and North Hempstead, County of Nassau, New York.

The Party of the second part agrees to provide the following health services:

Medical Services School Nurse Services Vision and Hearing Tests Health Record Forms First Aid Care School Psychological Services School Social Work Services School Speech Correctionist Services*

*"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."

School psychological and speech correction services may be rendered on nonpublic premises only to the extent that such services are diagnostic in nature. To the extent that such services are therapeutic or remedial in nature, they may be rendered to a student attending a nonpublic school only on a religiously neutral site. A religiously neutral site may be, but is not limited to, a public school, a mobile unit or some other public location.

The party of the second part agrees to furnish the following equipment to be used in providing such services if requested by the authorities in charge of the non-public school:

Scales Vision and Health Testing Devices Health Record Forms First-Aid Supplies

No teaching services shall be included under this contract.

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

APPROVED:_

Superintendent Valley Stream #24 School District President, Board of Education

Clerk, Board of Education

APPROVED: President, Board of Education

Superintendent Floral Park-Bellerose UFSD

ard of Education

OPT-IN AGREEMENT TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

Participating School District Name: Valley Stream UFSD 24
Total No. of School Buses: NA
Agreed-Upon Installation Start Date: <u>NA</u>
Participating School District Point of Contact:Dr. Jack Mitchel

It is mutually agreed by and between the parties hereto as follows:

- <u>Purpose</u>. This "Opt-In Agreement" constitutes à formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
- <u>Authorization</u>. The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
- 3. <u>Payment.</u> In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
- 4. Responsibilities of the Parties:
 - a. <u>BusPatrol.</u> BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- <u>TOH.</u> TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
 - Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
 - Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - Vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
- 5. <u>License, Restricted Use.</u> BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. <u>Damage or Destruction to the BusPatrol System.</u> BusPatrol shall repair, refurbish, and/or replace any BusPatrol System, or component thereof, that may be damaged or destroyed, as determined by any party, during the duration of BusPatrol's participation in the TOH Stop Arm Program. BusPatrol shall bear all expenses associated with repairing, refurbishing, and/or replacing any damage or destruction to the BusPatrol System, or any part thereof, and agrees to hold harmless all parties to this Agreement, regardless of the cause of such damage or destruction.

Examples of damage or destruction to the BusPatrol System include, but are not limited to:

- Damage or destruction resulting from weather, weather events, extreme temperatures, and/or natural disasters;
- Damage or destruction due to vandalism of any kind resulting from any person or entity;
- Damage or destruction resulting from an accident involving the District Buses, regardless of assignment of fault or negligence toward any person or entity;
- Damage or destruction resulting from any form of negligence involving the TOH, Participating District, and/or Bus Company; and
- Damage or destruction resulting from Acts of God
- 7. <u>Reporting.</u> In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and

enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.

- 8. <u>Restrictions on Access to Enforcement Data.</u> In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs, microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.
- 9. <u>Restrictions on Access to Non-Enforcement Camera Data.</u> The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
- 10. <u>Changes.</u> Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
- 11. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State

has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.

- b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
- c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
- d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
- e. In addition to other remedies the Participating District may have at law or equity, Participating District may seek reimbursement from the TOH for costs related to removal of the BusPatrol System under this Opt-In Agreement should BusPatrol breach its obligations, after providing the TOH notice and thirty (30) days to remove the BusPatrol System
- f. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

12. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting

from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

- All Acord form certificates of insurance must contain the following provisions:
- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead Public Safety Department Attention: Commissioner 200 N. Franklin Street Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement

in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee <u>prior</u> to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

- 14. <u>Non-Assignment</u>. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
- 15. <u>Executory</u>. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.
- 16. <u>Notice</u>. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead Public Safety Department Attention: Commissioner 200 N. Franklin Street Hempstead, NY 11550 JMartelli@tohmail.org

__Valley Stream UFSD 24_____ Dr. Don Sturz, Superintendent______ __75 Horton Ave______ __Valley Stream, NY 11581

__dsturz@vs24.org_____

BusPatrol America LLC Jean Souliere 8540 Cinder Bed Road, Suite 400 Lorton, Virginia 22079 (703) 338-0208 jean@buspatrol.com

- 17. <u>Non-Waiver</u>. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
- 18. <u>Severability</u>. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
- 19. <u>Choice of Law, Venue</u>. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
- 20. <u>No Arbitration</u>. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
- 21. <u>AUDIT.</u> BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, and any overpayment may be recouped, if any audit requirements and/or requests have not been satisfactorily met or if any expenditures or fees by **BusPatrol** are determined to be irregular by the auditor. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol Systehempsm.

22. <u>SEVERANCE PAY.</u> The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early

retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.

- 23. <u>REQUIRED PROVISIONS OF LAW</u>. If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
- 24. <u>BINDING</u>. This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
- 25. <u>RULES OF CONSTRUCTION</u>. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
- 26. <u>COUNTERPARTS</u>; <u>SIGNATURES TRANSMITTED BY ELECTRONIC MEANS</u>. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."
- 27. <u>ENTIRE AGREEMENT</u>. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____, 20____.

TOWN OF HEMPSTEAD

VALLEY STREAM UFSD 24

BY: Joseph Martelli Commissioner, Public Safety Department BY: Name Title

BUSPATROL AMERICA, LLC

BY: Jean Souliere Chief Executive Officer

RIDER

The Agreement between the Board of Education of the Valley Stream Union Free School District Thirteen (hereinafter "District"), BusPatrol America LLC ("Contractor"), and the Town of Hempstead ("TOH") (collectively "Parties") is hereby amended in accordance with this Rider.

- 1. In the event of conflict between the provisions of the printed Agreement form and this Rider (collectively, the "Agreement"), the provisions of this Rider shall control.
- 2. This Agreement may not be modified orally.
- 3. If any of these provisions shall be deemed unlawful, invalid or unenforceable, such illegality and invalidity or unenforceability shall not affect the remaining provisions of this Agreement.
- 4. Neither of the Parties may assign or otherwise transfer its rights, privileges or obligations under this Agreement without the prior written consent of the other Parties.
- 5. This Agreement shall be governed by and in accordance with the laws of the State of New York and in any proceedings concerning the enforcement or enforceability of the Agreement the venue shall be in the Supreme Court of Nassau County in the State of New York.
- 6. The Contractor agrees to defend, indemnify, and hold harmless the District, its officers, trustees, agents, and employees, from any and all suits, claims, losses, damages, or injuries to persons or property, resulting from, arising out of, or in consequence of, any action or cause of action in connection with the actions or omissions of the Contractor, its directors, officers, trustees, agents, students, and/or employees.
- 7. The Contractor agrees to provide the District with a certificate of insurance evidencing general liability insurance, insuring both the District and the Contractor, with minimum limits of \$1,000,000 per occurrence for personal and advertising injury, and \$2,000,000 per local on aggregate, which policy shall be written on an "occurrence" basis, shall provide primary insurance for obligations assumed under this Agreement, and shall be endorsed to name the District (including all directors, officers, trustee, agents and employees) as "Additional Insured." The certificate will also evidence statutory Workers' Compensation Insurance, and property insurance covering all equipment and material utilized in connection with this program. All policies will be maintained in full force and effect during all periods of activity covered by this Agreement.
- 8. The Contractor 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.

- 9. The Contractor represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. The Contractor 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.
- 10. Neither the Contractor 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.
- 11. The District reserves the right to reject any of the Contractor's staff or students, which the District, at its sole discretion, may deem unqualified.
- 12. 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:

<u>To District</u> : Four	Superintendent of Schools Valley Stream Union Free School District Twenty- 75 Horton Ave Valley Stream, NY 11581
<u>To Contractor</u> :	BusPatrol America LLC Jean Souliere 8540 Cinder Bed Road, Suite 400 Lorton, Virginia 22079
<u>То ТОН</u> :	Town of Hempstead Public Safety Department Attention: Commissioner 200 N. Franklin Street Hempstead, NY 11550

- 13. The failure of any of the Parties to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of the Agreement.
- 14. The 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.

- 15. This Agreement is subject to the approval of the District's Board of Education.
- 16. This Rider shall be effective and dated as of the latest date written below, provided that the Board of Education of the District has authorized and accepted by resolution the terms of this Agreement.

BusPatrol America LLC

By: BusPatrol America LLC Representative

Town of Hempstead

By: Town of Hempstead Representative

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

By: Lisa Pellicane, Board President

GGDOCS-1249310700-402\1.0

SERVICE AGREEMENT

THIS AGREEMENT made this _____day of ______, 2022 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 ("SCHOOL DISTRICT"), at 75 Horton Ave, Valley Stream, NY 11581, and MKSA, LLC TIN# 46-4218259 ("SERVICE PROVIDER"), at 125 E. Bethpage Road, Suite 5 Plainview, NY 11803

WHEREAS, the SCHOOL DISTRICT is authorized to contract with independent contractors for the provision of related services and other educational services including consulting services and/or professional development services; and

WHEREAS, SERVICE PROVIDER is in the business of providing services of licensed and qualified special education service providers and other duly licensed and/or certified professionals qualified to deliver special education services, including ABA services; and

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

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

- 1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2022 to June 30, 2023, unless terminated earlier, as set forth herein.
- SCOPE OF SERVICES: SERVICE PROVIDER shall provide the following services as requested by the SCHOOL DISTRICT:
 - a. Services as set forth in Schedule A, attached hereto and made part hereof. In the event that any of the terms of Schedule A conflict with the terms of this Agreement, the terms of this Agreement shall govern, supersede and take precedence over any such conflicting term(s)
 - SERVICE PROVIDER shall provide the services above during the school year for those children covered by the terms of this Agreement. The services provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the children, and in accordance with the Commissioner's Regulations, currently approved methods and practices of the profession. In addition, SERVICE PROVIDER shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:
 - i. The completion of progress reports regarding student achievement of objectives as per report card schedules;

- Provide the Committee on Special Education ("CSE") with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;
- iii. Attend all such CSE meetings as needed; iv. Complete evaluations as per the request of the Director of Special Education on an as needed basis.
- c. All services shall be provided in strict compliance with the student's IEP. It is understood and agreed that all services provided pursuant to this Agreement shall be in coordination with classroom teachers of such students and/or at the direction of the CSE.
- d. Other services as directed by the Director of Special Education or his designee.
- <u>PAYMENT</u>: In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER at the rates as set in Schedule A for services actually and satisfactorily rendered.
- 4 PAYMENT SCHEDULE: SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
- 5 INDEPENDENT CONTRACTOR: All employees of SERVICE PROVIDER, if any, shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT.

SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

- 6. EXPENSES OF SERVICE PROVIDER: SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE: PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.
- 7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

8 RESPONSIBILITY FOR PAYMENT OF SERVICES:

- No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
- b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.
- 9 SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS: SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services performed pursuant to this Agreement.

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

DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimburscment purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of

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

- SAVE LEGISLATION: SERVICE PROVIDER understands and agrees that it is 11. responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all individuals who will be or may be providing services to the SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT's verification of such individual's clearance status. In the event that SERVICE PROVIDER utilizes an individual who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract. The SERVICE PROVIDER shall be responsible for notifying the school district in writing in the event of a change in service providers and shall provide the school district with updated certification of compliance with fingerprint clearance.
- 12. <u>REPORTS OF STUDENTS</u>: SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such

program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.

- 13. <u>REPORTS TO SCHOOL DISTRICT</u>: SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's educational progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement and will render such additional reports as may be required by the SCHOOL DISTRICT. At a minimum, all reports shall be furnished in accordance with the student's IEP. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be required by SCHOOL DISTRICT.
- 14 <u>AUTHORIZATION OF SCHOOL DISTRICT</u>: SERVICE PROVIDER shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.
- SCHOOL GROUNDS & RULES: It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.
- 16. **PHOTO 1.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT
- 17. <u>CHANGE IN ROSTER OF STUDENTS</u>: SCHOOL DISTRICT shall have the right to add or remove a child from the program services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.

18. TERMINATION:

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

- b This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.
- c. Notwithstanding anything to the contrary contained in the Agreement, the SCHOOL DISTRICT expressly reserves the right to immediately suspend, cancel or terminate the SERVICE PROVIDER's services under this Agreement in the event that the SCHOOL DISTRICT's schools are closed and or it becomes illegal, impossible or impracticable to continue the SERVICE PROVIDER's services due to any reason, including but not limited to any force majeure event, and upon the SCHOOL DISTRICT's notice to the SERVICE PROVIDER that it intends to exercise such right, the SERVICE PROVIDER, its officers, employees and or agents shall not be entitled to further compensation, payments, cancellation fees, charges or any other benefits pursuant to this Agreement for the duration of such closure, unless otherwise agreed to in writing between the SERVICE PROVIDER and the SCHOOL DISTRICT. Force majeure events shall include any condition beyond the SCHOOL DISTRICT's reasonable control including, without limitation, acts of God, accident, riots, civil commotion, wars, terrorist act, epidemic, pandemic including COVID-19 or similar epidemic or outbreak, quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental or quasi-governmental acts or omissions, changes in laws or regulations, national strikes, fire, and explosion. In the event of such suspension, cancellation or termination of SERVICE PROVIDER's services, SERVICE PROVIDER shall be entitled to payment only for services actually rendered in accordance with this provision, and shall not otherwise be entitled to payment, cancellation fees or charges for any previously scheduled services that were not actually rendered prior. to the date of said notice.

19. NON-EXCLUSION_FROM ____ PROGRAM_PARTICIPATION: SERVICE

PROVIDER represents and warrants that it, its employees and/or its contractors are not excluded from participation, and is not otherwise incligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program. In the event SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to SERVICE PROVIDER, SCHOOL DISTRICT reserves the right to immediately cease contracting with SERVICE PROVIDER. SERVICE PROVIDER further represents and warrants it will, at a minimum, check monthly all of its employees and contractors against: (i) the General Services Administration's Federal Excluded Party List System (or any successor system); (ii) the United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list; and (iii) the New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded

Individuals or Entities In the event an excluded party is discovered. SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event. Any employee or contractor found to be ineligible to participate in any such program during the term of this Agreement will immediately cease services and be replaced with an eligible individual.

20 CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:

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

with the United States Department of Commerce National Institute for Standards and Technology (NIST) Cybersecurity Framework (CSF).

- c. SERVICE PROVIDER further understands and agrees that it is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").
- d. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law Section 2-d and its implementing regulations, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:
 - i. the exclusive purposes for which the student data will be used:
 - how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;
 - that student data will be returned or destroyed upon expiration of the Agreement:
 - iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
 - v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- e. Upon termination of this Agreement, SERVICE PROVIDER shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data. Destruction of the confidential information and or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods

of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and or termination of this Agreement.

- 21 <u>HIPAA and FERPA ACKNOWLEDGMENT</u>: Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
- 22. **DEFENSE, INDEMNIFICATION and HOLD HARMLESS PROVISION:** To the fullest extent permitted by law, the SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, the Board of Education, their officers, directors, agents and employees from and against all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement (collectively, "Damages") in connection with any action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement, except to the extent such Damages arise out of the gross negligence, misconduct or breach of this Agreement by SCHOOL DISTRICT

23 INSURANCE REQUIREMENTS:

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, SERVICF PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- b. The policy naming SCHOOL DISTRICT as an additional insured shall.
 - Be an insurance policy from an A M. Best rated "Secure" insurer, licensed in New York State.
 - State that SERVICE PROVIDER's coverage shall be primary and noncontributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- c SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.

- d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a fist of endorsements and forms. If so requested, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.
- f. The SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.
- g. Required Insurance:

i. Commercial General Liability Insurance:

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for sexual misconduct.

ii Workers' Compensation and N.Y.S. Disability:

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

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

iii. Professional Errors and Omissions Insurance:

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

iv. Excess Insurance

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

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

- SCHOOL DISTRICT is a member owner of the NY Schools Insurance Reciprocal (NYSIR). SERVICE PROVIDER further acknowledges that the procurement of such insurance as required herein is intended to benefit not only SCHOOL DISTRICT but also NYSIR, as SCHOOL DISTRICT's insurer
- 24 **NOTICES**: Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual, receipt; mailed notices will be deemed communicated as of two days after mailing. Notice shall be delivered or mailed to the party's address listed above.
- 25 <u>ASSIGNMENT OF AGREEMENT</u>: SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
- 26 **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau. State of New York, or federal court located in the Eastern District of New York, and agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
- 27. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 28. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties

- AGREEMENT CONSTRUCTION: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
- 30. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.
- 31. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- 32. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representatives of the SERVICE PROVIDER and the SCHOOL DISTRICT hereby represent and warrant that they have full legal authority to enter this Agreement and bind the respective parties thereto.
- 33. <u>EXECUTION IN COUNTERPARTS</u>: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile and electronic signatures shall have the same force and effect as originals thereof.

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

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24:

By:

Date: ______, 2022

Lisa Pellicane Board President

MKSA, LLC:

Name AnnMarie Viglioui, MS SDA Title: Executive Director

Date 4/35 . 2022

MKSA, LLC 2022/2023 Rate Schedule

MKSA, LLC 2022/2023 Rate Schedule							
				Rate for 4D-45 min			
MKSA	Description	Rate for 60 min session	Rate (or 30 min session	session or 1 classroom period	Daily Rate		
Rates reflect on or off site/ private or					if multiple sessions occur at one site		
parochial and summer					per day, rate may be negotiable		
Special Education							
ABA, Direct Instruction, SEIT (school aged)		\$105.00	\$65.00	\$83.00			
Tutoring		\$105.00					
Vision		5135 00					
Hearing		\$130.00					
Reading Specialist		\$130.00					
Resource Room Ind		\$105.00					
		0100 00	000.00	003.00			
Resource Room Grp	Avg 3 students			\$189.00	\$475.00		
Consultant Services- Inclusion		\$105.00					
Other Services							
Parent Training BCBA		\$130.00	\$70 D0				
Parent Training		\$105.00	\$65.00				
Counseling, Licensed Social Worker		5105.00	\$65.00	583.00			
		2=\$50 ea					
		3/4=\$45 ea		2=\$40 ea 3/4=\$35			
Social Skills Group	max Б	5/6=\$40 ea		ea 5/6=\$30 ea			
Exam Proctoring		\$70 D0					
Translator		\$70.00					
Sign Language Interpretor		\$75.00					
Home Tutoring - Non Special Ed		\$100.00					
Transition Planning		\$170.00					
Travel Training		\$78.00					
AT or Aug consults/meetings		\$135.00	\$100.00	\$115.00			
Written Translation of reports		\$70.00					
Related Services: Speech, PT, OT							
Individual		\$130.00	\$70.00	\$99.00			
Group		\$105 ea	565 ea	594 ea	\$500.00		
Push into classroom			\$65.00				
Auditory based therapy (MKSA Clinic)		\$135.00					
PROMPT Speech Therapy		\$135.00					
Feeding Therapy		\$135.00					
Autism/Behavioral Services							
Behavior Intervention		\$105.00	\$84.00	\$95.00			
Behavior Intervention By BCBA		\$130.00					
Behavior Consultation/Training		\$105.00					
Behavior Consultation/Training by BCBA		\$130 00					
Program Supervision		\$105.00					
Program Supervision by BCBA		\$130 00					
Community Based Life Skills Training		\$130.00			•		
lob Coaching		\$130.00					
Job Development		\$130 00					
Skills Training		\$130.00	-				
Staff Training/Coaching		\$130.00					
Para professional.			,	•			
1:1 aide; paraprofessional		\$48.00	\$33.00	\$42.00	\$210 00		
Teacher Assistant		\$58.00			\$315.00		
RBT		\$75.00			\$375.00		
		<i>y</i> · _ 00					

Evaluations:		English	Bilingual
Speech, PT, OT, Special Ed		\$350.00	\$500.00
Audiological		\$500.00	
Psychological by School Psychologist		\$450.00	\$525.00
Psychological or Diagnostic by PhD		\$650.00	\$725.00
Social History		\$125.00	\$160.00
Classroom Observation		\$125.00	\$160.00
Classroom Observation BCBA or PhD		\$175.00	\$225.00
OT/PT/Speech Screening	per student rate	\$250.00	
(screening includes observation, summary			
write up & consultation with parent &			
teacher]			
Audological Screening /Tympanometry	per student rate	\$125.00	
Central Auditory Processing Evaluation		\$1,200.00	
Attendance at CSE meetings	per meeting	\$80.00	
Functional Behavior Analysis		\$400.00	
Functional Behavior Analysis BC8A		\$550.00	
Assistive Technology Evaluation		\$1,200.00	
full evaluation and report		V1,200.00	
Augmentative Communication		\$1,200.00	

 Workshops and Staff Trainings
 Hourly rate \$150
 Half Oay \$375.00
 Full Day
 \$700.00

 Our professional staff develops workshops based on the needs of the individual school district or organization
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A partial list of the workshops we offer:

- Including the Student with Autism Spectrum Disorders
- Profile of the AD/HD Learner
- Functional Behavior Assessment
- Developing Effective Behavior Plans
- ABA Training: Principles of Applied Behavior Analysis
- How to Identify and Address:

Word Find Problems, Auditory Comprehension, Motor Speech Difficulties and or/ Dysphasia

- Speech and Language Delays: How affect a Student's Writing
- Activities of Daily Living (ADL) Skills: The Forgotten Curriculum
- Differential Diagnosis: Neurobiological Disorders
- How to Teach Social Skills in the Primary/Secondary Setting

AGREEMENT REGARDING DATA SECURITY AND PRIVACY

Agreement dated as of ______, 2022. by and between the Valley Stream Union Free School District #24 ("District") and MKSA, LLC TIN# 46-4218259 ("Contractor").

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

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

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

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

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

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

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

MKSA Dota Privacy and Security Plan Agreement 2022

is expressly prohibited by a statute or court order);

- (vi) maintain reasonable safeguards to maintain confidentiality of personally identifiable information in PII Data;
- (vii) use legally mandated encryption technology¹ to protect data from unauthorized disclosure while the data is in motion or in the contractor's custody; and
- (viii) not sell, use or disclose student, teacher or principal personally identifiable information for any marketing or commercial purpose.

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

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

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

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

MKSA Data Privacy and Security Plan Agreement 2022

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

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

DISTRICT

CONTRACTOR

BY:

BY And fame Malor DATE: 4/25/22

DATE

Parents' Bill of Rights for Data Privacy and Security

The Valley Stream School District 24 is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

- 1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
- 2. Parents have the right to inspect and review the complete contents of their child's education record.
- 3. The confidentiality of a student's personally identifiable information is protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred. Third party contractors are required to employ technology, safeguards and practices that align with the National Institute of Standards and Technology Cybersecurity Framework.
- A complete list of all student data elements collected by the State Education Department is available for public review at: <u>http://www.nysed.gov/data-privacy-security/student-data-inventory</u> or by writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
- 5 Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach by the District to Dr. Cynthia Seniuk, Assistant Superintendent for Instruction, 50 Hungry Harbor Road, Valley Stream, New York 1158J. The School District shall promptly acknowledge any complaints received and commence an investigation into the complaint, while taking the necessary precautions to protect personally identifiable information. The School District shall provide a response detailing its findings from the investigation no more than sixty (60) days after receipt of the complaint. Complaints pertaining to the State Education Department or one of its third party vendors should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, or email to <u>privacy@nysed.gov.</u>
- 6 In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify the School District within seven (7) days of discovery of the breach or unauthorized disclosure.
- 7 If the District enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, supplemental information for each such contract will be appended to this Parents' Bill of Rights.
- 8 Parents may access the State Education Department's Parents' Bill of Rights at: <u>http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-ot-rights_2.pdl</u>

MKSA Data Privacy and Security Plan Agreement 2022

SERVICE AGREEMENT

THIS AGREEMENT made as of this ______ day of _______, 2022 by and between Board of Education, Valley Stream Union Free School District #24 ("SCHOOL DISTRICT") having its principal place of business located at 75 Horton Ave., Valley Stream, New York 11581, and Trusting Hands Homecare Agency ("SERVICE PROVIDER") having its principal place of business for purposes of this Agreement at 72 Guy Lombardo Ave. Ste 2, Freeport, NY 11520.

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT is authorized to contract with institutions for the provision of skilled nursing services; and

WHEREAS, SERVICE PROVIDER is an agency licensed to provide skilled nursing staff and services on a temporary basis with those entities in need of such services; and

WHEREAS, the SCHOOL DISTRICT desires that SERVICE PROVIDER provide skilled nursing services; and

WHEREAS, SERVICE PROVIDER is capable of and willing to provide the within services to the SCHOOL DISTRICT;

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

1. <u>TERM OF AGREEMENT</u>:

This Agreement shall be in effect for the period July 1, 2022 to June 30, 2023 unless terminated earlier, as set forth herein.

2. <u>SCOPE OF SERVICES</u>:

SERVICE PROVIDER shall provide SCHOOL DISTRICT with the following services:

a. SERVICE PROVIDER shall provide the District with skilled nursing services on an as-needed and as-requested basis. SERVICE PROVIDER acknowledges and agrees that it is responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State, and local statutes, rules and regulations.

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b. SERVICE PROVIDER shall provide the District with an RN and/or LPN to care for the student(s) identified by the SCHOOL DISTRICT on each day that they ride on the bus to and from school. The services to be provided shall include escorting the student(s) to and from school on the school bus during those days in which school is in session. All nursing services must be performed in the transport to and from school and at the actual school location, as well as any setting where the student(s) is receiving educational services during school hours, as required or requested by the SCHOOL DISTRICT.

c. SERVICE PROVIDER shall collaborate with the school nurse and teachers as needed to ensure the best possible experience for the student(s).

3. **<u>RATE SCHEDULE</u>**:

In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER as follows:

- \$67.00/hour for RN services per student; or
- \$56.00/hour for LPN services per student.
- \$32.00/hour for Personal Care Aide

4. PAYMENT TERMS:

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

5. **INDEPENDENT CONTRACTOR**:

SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and sball not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to unemployment compensation benefits by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF SERVICE PROVIDER**:

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

7. INCOME TAX DESIGNATION AND INDEMNIFICATION:

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

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

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

9. SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:

SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services performed pursuant to this Agreement.

10. <u>LICENSE AND AUTHORIZATION / NON-EXCLUSION FROM PROGRAM</u> <u>PARTICIPATION</u>:

a. SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed and/or certified under the laws of the State of New York, inclusive of all State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license/certification qualifications as required by Federal, State or local statutes, rules, regulations and orders. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

- b. SERVICE PROVIDER shall certify that all nurses possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations, and orders and shall provide SCHOOL DISTRICT with a complete credential file including copies of all licenses, certification placement, including documentation of appropriate licensure, current registration and/or certification, and completed in-service training, including, but not limited to, training in CPR, fire & safety, infection control, non-discrimination, HIPAA, and confidentiality of HIV and AIDS related information pursuant to 10 NYCRR 63.9, for each SERVICE PROVIDER employee placement.
- c. SERVICE PROVIDER shall ensure that each nurse provided to SCHOOL DISTRICT has completed a Skills Check List, including a Drug Screening Test, submittal of nursing license/certificate for verification (ASI), a resume reflecting at least one (1) year or more of experience in a hospital setting and at least three (3) professional references that have been thoroughly checked by SERVICE PROVIDER prior to providing any services to SCHOOL DISTRICT. SERVICE PROVIDER represents that each nurse that it sends to SCHOOL DISTRICT has taken and passed the Accredited NLN Nursing Exam, carries current malpractice insurance or is otherwise covered by current malpractice insurance through SERVICE PROVIDER, BCLS/CPR and has submitted a completed Employment Eligibility Verification (Form I-9), and is eligible to work at SCHOOL DISTRICT's schools.
- d. SERVICE PROVIDER agrees to obtain and submit to SCHOOL DISTRICT a satisfactory Health Status Report including, but not limited to, vaccine titers for chicken pox, measles, mumps, rubella, and varicella and PPD testing/chest x-ray with appropriate follow-up.
- e. SERVICE PROVIDER shall ensure that all personnel providing services for SCHOOL DISTRICT shall comply with all Personnel/Health Requirements pursuant to 10 NYCRR 766.11.
- f. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and

submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes.

- g. SERVICE PROVIDER represents and warrants, as a material term of this contract, that neither it nor any of its employees will perform services under this contract if it or any of its employees is/are
 - i. Currently excluded from participation in federal or state health care programs;
 - ii. The subject of any pending exclusion proceeding; or
 - iii. The subject of an adjudication or determination that it/they have committed any action that could subject SERVICE PROVIDER to exclusion from governmental programs (collectively, "exclusion activity").
- h. Additionally, SERVICE PROVIDER agrees that, as a continuing obligation of this Agreement, SERVICE PROVIDER will
 - i. Maintain documentation evidencing monthly exclusion checks with the Office of the Inspector General, General Services Administration and New York State, and will produce such documentation to SCHOOL DISTRICT upon its request; and
 - ii. Report in writing to the SCHOOL DISTRICT any exclusion activity involving SERVICE PROVIDER as soon as practicable after SERVICE PROVIDER learns of such exclusion activity.
 - iii. This Agreement may be terminated immediately upon notice that SERVICE PROVIDER has been the subject of any exclusion activity defined above or if the representations and warranties made above are false or the subject of breach.

11. SAVE LEGISLATION:

SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all service providers who will be or may be providing services to the SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT's verification of such providers' clearance status. In the event that SERVICE PROVIDER utilizes a provider who has not obtained fingerprinting clearance

with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. **<u>REPORTS OF STUDENTS</u>**:

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

13. **<u>REPORTS TO STATE</u>**:

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

14. **<u>REPORTS TO SCHOOL DISTRICT</u>**:

SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the SCHOOL DISTRICT. At a minimum, all reports shall be furnished in accordance with the student's IEP. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be required by SCHOOL DISTRICT.

15. AUTHORIZATION OF SCHOOL DISTRICT:

SERVICE PROVIDER shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

16. <u>SCHOOL GROUNDS & RULES</u>:

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

17. <u>**PHOTO I.D.**</u>:

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

18. CHANGE IN ROSTER OF STUDENTS:

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

19. STUDENT PRESCRIPTIONS:

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

20. TERMINATION NOTICE:

- a. This Agreement may be terminated by the SCHOOL DISTRICT upon seven (7) days' written notice to the SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.
- c. Notwithstanding anything to the contrary contained in the Agreement, the SCHOOL DISTRICT expressly reserves the right to immediately suspend, cancel or terminate the SERVICE PROVIDER's services under this Agreement in the event that the SERVICE PROVIDER is closed due to a force majeure event, and upon the SCHOOL DISTRICT's exercise of such right, the SERVICE PROVIDER, its officers, employees and/or agents shall not be entitled to further compensation, payments or any other benefits pursuant to this Agreement for the duration of such closure, except as otherwise agreed to in writing between the

SERVICE PROVIDER and the SCHOOL DISTRICT. Force majeure events shall include any condition beyond the parties' reasonable control including, without limitation, acts of God, accident, riots, civil commotion, wars, terrorist act, epidemic, pandemic, quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, and explosion. In the event of such suspension, cancellation or termination of SERVICE PROVIDER's services, any tuition or compensation payable to the SERVICE PROVIDER shall be prorated for services actually rendered in accordance with this provision.

21. <u>CONFIDENTIALITY</u>:

SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. In the event of a breach of the within confidentiality/privacy provision, the SERVICE PROVIDER shall immediately notify the SCHOOL DISTRICT and advise it as to the nature of the breach and the steps SERVICE PROVIDER has taken to minimize said breach. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality provision. The SERVICE PROVIDER agrees to abide by all provisions of the Family Educational Rights and Privacy Act and New York Education Law Section 2-d with respect to privacy and protection of student data. SERVICE PROVIDER agrees that if a subpoena is received for divulgence of confidential information, SERVICE PROVIDER shall notify the SCHOOL DISTRICT prior to divulging same. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

22. HIPAA ACKNOWLEDGEMENT:

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

23. INDEMNIFICATION and HOLD HARMLESS PROVISION:

To the fullest extent permitted by law, SERVICE PROVIDER agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and employees

for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

24. INSURANCE PROVISION:

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

- a. Purchase an insurance policy from an A.M. Best rated "secured" insurer, licensed in New York State.
- b. State that the organization's coverage shall be primary and non-contributory' coverage for the SCHOOL DISTRICT, its Board, employees and volunteers, only to the extent of SERVICE PROVIDER's sole negligence.
- c. State that the policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse, harassment, or similar sexual misconduct.
- d. SCHOOL DISTRICT shall be listed as an additional insured.
- e. Make reference to this agreement, which describes the specific services provided by the SERVICE PROVIDER that are covered by the commercial general liability policy and the umbrella policy.
- f. Required Insurance:
 - i. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for sexual misconduct.
 - ii. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved

specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state.

- iii. Professional Errors and Omissions Insurance: \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- iv. Excess Insurance: \$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
- g. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of the SCHOOL DISTRICT constitutes a material breach of contract. SERVICE PROVIDER is to provide the SCHOOL DISTRICT with a certificate of insurance evidencing the above requirements have been met prior to the commencement of work or use of facilities. The failure of the SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the SCHOOL DISTRICT.
- h. SCHOOL DISTRICT is a member/owner of the New York Schools Reciprocal (NYSIR). SERVICE PROVIDER further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the SCHOOL DISTRICT but also the NYSIR, as SCHOOL DISTRICT's insurer.
- i. In the event that any of the insurance coverage to be provided by SERVICE PROVIDER contains a deductible, SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of SERVICE PROVIDER.
- j. SERVICE PROVIDER shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SERVICE. PROVIDER shall be responsible for the indemnification to

SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

k. Prior to the commencement of its service, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement, except as otherwise expressly set forth in this section 26.

25. <u>NOTICES</u>:

Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual, receipt; mailed notices will be deemed communicated as of two days after mailing. Notice shall be delivered or mailed to the parties' respective addresses indicated on the first page of this Agreement.

26. ASSIGNMENT OF AGREEMENT:

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

27. HIRING OF SERVICE PROVIDER ASSIGNED NURSES:

In the event that the SCHOOL DISTRICT engages any nurse previously assigned to it by SERVICE PROVIDE within one calendar year of the last date such nurse was assigned, SCHOOL DISTRICT shall pay SERVICE PROVIDER a consulting fee of three thousand dollars (\$3,000.00).

28. **DISCRIMINATION PROHIBITED:**

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

29. GOVERNING LAW:

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

30. SEVERABILITY:

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

31. NO PRIOR AGREEMENTS:

This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

32. AGREEMENT CONSTRUCTION:

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

33. **<u>REPRESENTATIONS AND WARRANTIES</u>**:

SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

34. <u>AMENDMENT</u>:

This Agreement may be amended only in writing and signed by the parties.

35. <u>NONWAIVER</u>:

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

36. AUTHORIZATION TO ENTER AGREEMENT:

The undersigned representatives of the SERVICE PROVIDER and the SCHOOL DISTRICT hereby represent and warrant that they have full legal authority to enter this Agreement and bind the respective parties thereto.

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

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

BOARD OF EDUCATION, VALLEY STREAM UNION FREE SCHOOL DISTRICT #24

By: Zaqia Chaplin

- - - - .

Zaqia Chaplin, RN

administrator

Date: May 2, 2022

By: Board President

Date: . 2022

AGREEMENT REGARDING DATA SECURITY AND PRIVACY

Agreement dated as of ______, 2022, by and between the Valley Stream Union Free School District #24 ("District") and Trusting Hands Homecare Agency ("Contractor").

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

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

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

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

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

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

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

court order and written notice is given to the District (notice is not required if it is expressly prohibited by a statute or court order);

- (vi) maintain reasonable safeguards to maintain confidentiality of personally identifiable information in PII Data;
- (vii) use legally mandated encryption technology¹ to protect data from unauthorized disclosure while the data is in motion or in the contractor's custody; and
- (viii) not sell, use or disclose student, teacher or principal personally identifiable information for any marketing or commercial purpose.

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

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

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

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

overnight carrier to the District. In the case of an unauthorized release of personally identifiable information from PII Data by the Contractor or the Contractor's officers, employees, assignees or subcontractors, the Contractor must reimburse the District for all the District's costs associated with the District's obligation to notify the State's chief privacy officer, parents, students, teachers and/or principals of the unauthorized release.

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

DISTRICT

CONTRACTOR

Zallia Chaplin, RN

BY:____Trusting Hands Homecare Agency 72 Guy Lombardo Ave, Ste 2 Freeport, NY 11520

DATE.

BY:

DATE: May 2, 2022

NS24 - Data Proving in Suc. Http://imin.grup.hon(2021) with Adjustment, Aurylated 7.26(2021)

Parents' Bill of Rights for Data Privacy and Security

The Valley Stream School District 24 is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

- 1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
- 2. Parents have the right to inspect and review the complete contents of their child's education record.
- 3. The confidentiality of a student's personally identifiable information is protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred. Third party contractors are required to employ technology, safeguards and practices that align with the National Institute of Standards and Technology Cybersecurity Framework.
- A complete list of all student data elements collected by the State Education Department is available for public review at: <u>http://www.nysed.gov/data-privacy-security/student-data-inventory</u> or by writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
- 5. Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach by the District to Dr. Cynthia Seniuk, Assistant Superintendent for Instruction, 50 Hungry Harbor Road, Valley Stream, New York 11581. The School District shall promptly acknowledge any complaints received and commence an investigation into the complaint, while taking the necessary precautions to protect personally identifiable information. The School District shall provide a response detailing its findings from the investigation no more than sixty (60) days after receipt of the complaint. Complaints pertaining to the State Education Department or one of its third party vendors should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, or email to privacy@nysed.gov.
- 6. In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify the School District within seven (7) days of discovery of the breach or unauthorized disclosure.
- 7. If the District enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, supplemental information for each such contract will be appended to this Parents' Bill of Rights.
- 8. Parents may access the State Education Department's Parents' Bill of Rights at: <u>http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_2.pdf</u>

VALLEY STREAM UFSD #24

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Treasurer's Report and Bank Collateral Statements March 31, 2022

Respectfully submitted:

Brian K. Cleary, C.P.A.

Brian K. Cleary, C.P.A.

5/13/2022

Date

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

03/31/22

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GENERAL FUND

	JPMorgan Chase Che	cking JPMorgan C	hase Checking	NY Class	Metropolitan Commercial	JPMorgan Chase Student Dept	Totals
Cash Balance - Beginning	\$ 3,55	5,535.93 5	381,828.27 \$	102,446.60	\$ 4,034,522.01	\$ 710.15	\$ 8,074,332.81
Add - Receipts	4,04	7,230.63	885,706.02	9.70	1,541.96	64.03	4,934,488.31
Tatal	7,60	2,766.56	1,267,534.29	102,456.30	4,036,063.97	774.18	13,008,821.12
Less - Disbursements	(3,31	0,568.73)	(881,205.90)			(262.00)	(4,191,775.63)
Cash Balance - End	4,29	2,197.83	386,327.39	102,456.30	4,036,063.97	\$12.18	8,817,045.49
Deposits In Transit			-	-	•		-
Outstanding Checks	45	3,447.70	595,779.13	-	*	64.00	1,049,226,83
Total	4,74	5,645.53	982,106.52	102,456.30	4,036,063.97	576.18	9,866,272.32
Net Wires in Transit							-
Reconciling items		•					
Balance Per Statement	5 4.74	5,645.53 \$	982,106.52 \$	102,456.30	\$ 4,036,063.97	\$ 576.18	9.866.372.32

TRUST & ACENCY FUND

	JPMorg	an Chase Payroll	JPMo	rgan Chase Scholarship		Totals	
Cash Balance - Beginning	\$	14.81	\$	516.01	\$	530.82	
Add - Receipts		917,319.27		0.02		917,319.29	
Total		917,334.08		516.03		917,850.11	
Less - Disbursements		(917,316.83)				(917,316.83)	
Cash Balance - End		17.25		516.03	_	533.28	
Deposits In Transit		-		-			
Outstanding Checks		26,458.18		50.00		26,508,18	
Total	_	26,475.43		566.03		27,041.46	
Net Wires in Transit						*	
Reconciling items						-	
Balance Per Statement	\$	26,475.43	\$	566.03		27,041.46	
		IL LUNCH FUND	. –	gan Chase Federal Fund	JPM	CAPITAL FUND lorgan Chose Capital Fund	Totals
Cash Balance - Beginning	S	1,768.86	S	40,243.53	5	3,466.82 \$	42.012.39
Add - Receipts		30,018.43		520,003.14		20,000.39	550.021.57
Total		31,787.29		560,246.67	1	23,467.21	592,033.96
Less - Disbursements		(27,287.86)		(590,491.89)		(18,375.00)	(617,779.75)
Cash Balance - End		4,499.43		(30,245.22)		5,092.21	(25,745.79)
Deposits In Transit						-	
Outstanding Cheeks		-		509,599.74		18,375.00	509,599.74
Total		4,499.43		479,354.52		23,467.21	483,853.95
Net Wires in Transit							
Reconciling items							-
Balance Per Statement	\$	4,499,43	\$	479,354,52	\$	23,467.21	483.853.95
Total Funds							10,377,167.73

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

COLLATERAL ANALYSIS Bank Statement Balances - end of month			JPMorgan Chase	Metropolitan Commerciai		NY Class
	General Fund - Checking General Fund - NY Class	\$	4,745,645.53	4,036,063,97		102,456.30
	OF Trust & Agency - Checking		982,106.52			• • • • •
	Trust & Agency - Payroll		26,475.43			
	Trust & Agency - Scholarship		566.03			
	School Lunch Fund		4,499.43			
	Federal Fund		479,354,52			
	Capital Fund		23,467.21			
	Trust & Agency - Student Dept		576.18			
			(<u>0(7 (70 U</u>)	P 4 00 C 0 CB 0		100 454 00
		- 2	6,262,690.85	5 4,036,063.97	\$	102,456.30
Less: FDIC - General Fund			(250,000,00)	P (4.03/.0/3.07)		(0.50,000,00)
FDIC - Payroll		S	(250,000.00) (26,475,43)		\$	(250,000.00)
Bank Balances not covered by FDIC			5,986,215.42			-
Required Collateral			6,105,939.73	-		-
Collateral Held by 3rd Party - BNY Mellon			0,103,939.75	-		-
Collateral JPMorgan Chase			(6,132,960,97)			
Collateral Held by NY Class			(0,132,900,97)			
Constent from by ref Class				-		
If this Line balance is negative COLLAT	ERAL IS ADEQUATE !	S	(27,021.24)	<u>\$</u>	S	

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

03/31/22

Tota	al Requirements as of 03/28/2022:	\$4,555,189.36	Margin %: 102.	00
CUSIP	DESCRIPTION		QUANTITY	MARKET VALUE
889855ZX3	TOMBALL TEX INDPT SCH DIST 20340215 4.00000		535,000.00	559,508.35
929845TB1	WACO TEX INDPT SCH DIST 20 4.00000	0320815	3,810,000.00	3,995,851.80
		Tot	tal Market Value:	4,555,360.15
Tota	al Requirements as of 03/29/2022:	\$6,597,850.22	Margin %: 102.	00
CUSIP	DESCRIPTION		QUANTITY	MARKET VALUE
912810SX7	US Treasury Bonds 20510515 2.	37500	6,833,600.00	6,597,895.46
		Tot	tal Market Value:	6,597,895.46
Tota	al Requirements as of 03/30/2022:	\$7,272,582.61	Margin %: 102.	00
CUSIP	DESCRIPTION		QUANTITY	MARKET VALUE
9128284V9	US Treasury Notes 20280815 2.8	87500	7,103,900.00	7,272,617.62
		Tot	al Market Value:	7,272,617.62
Tota	al Requirements as of 03/31/2022:	\$6,132,944.67	Margin %: 102.	00
CUSIP	DESCRIPTION		QUANTITY	MARKET VALUE
912810SX7	US Treasury Bonds 20510515 2.	37500	3,075,400.00	3,014,851.52
9128283R9	US Treasury TIPS 20280115 0.5	0000	2,551,500.00	3,118,109.45
		Tot	al Market Value:	6,132,960.97



April 30, 2022

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

Board of Education:

During our claims audit procedures conducted in April 2022, we reviewed approximately 155 claims, which total \$3,646,147.52, and have noted no findings. We have approved all claims presented as valid claims against the District.

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

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

Sincerely,

Corini & Associates LLP

Cerini & Associates, LLP Claims Auditors





Valley Stream 24 UFSD Warrant Summary April 2022

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

Warrant Number	Fund	Beg Check Number	End Check Number	Number of Claims on Warrant	Approved Number of Claims	Approved Amount
51	A	4888	4921	45	45	\$ 474,471.99
51	л		Wires	45	40	φ 4/4,4/1.99
53	А	4922	4950	42	42	\$ 322,305.49
35	A		Wires	42	42	φ 522,505.49
52	Α		Wire	1	1	\$ 803,764.93
54	А		Wire	1	1	\$ 1,018,695.70
12	С	1118	1119	2	2	\$ 31,895.87
13	С	1120	1120	1	1	\$ 39.56
22	F	1182	1183	4	4	\$ 14,559,95
22	F		Wires	4	4	\$ 14,559.95
	F	1184	1185	4		04.096.10
23	F		Wires	4	4	\$ 94,086.18
21	T&A	1536	1537	4	4	\$ -
20	T&A	1538	1542	5	5	\$ 6,021.23
23	T&A	1543	1553	11	11	\$ 305,001.51
22	T&A	1	18	18	18	\$ 281,564.52
24	T&A	19	35	17	17	\$ 293,740.59
			Totals	155	155	\$ 3,646,147.52

* Includes checks 1512 and 1514 , which were voided by the District.

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

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

Cerini & Associates LLP

Claims Auditor Cerini & Associates, LLP





Available	Encumbered	Expensed	Adj. Budget	Adjustments	Budget		Description	Account
211.27	4,426.04	6,936.74	11,574.05	-3,425.95	15,000.00		BOARD OF ED EXPENSES	A 1010.4
444.98	125.00	630.02	1,200.00	0.00	1,200.00		BOARD OF ED SUPPLIES	A 1010.45
656.25	4,551.04	7,566.76	12,774.05	-3,425.95	16,200.00	•	BOARD OF EDUCATION	1010
0.00	3,874.98	11,625.02	15,500.00	1,220.00	14,280.00		DISTRICT CLERK SALARY	A 1040.16
250.00	0.00	0.00	250.00	0.00	250.00		DISTRICT CLERK EXPENSE	<u>A 1040.4</u>
0.00	250.00	0.00	250.00	0.00	250.00		DISTRICT CLERK SUPPLIES	<u>A 1040.45</u>
250.00	4,124.98	11,625.02	16,000.00	1,220.00	14,780.00	*	DISTRICT CLERK	1040
3,337.60	25,416.40	5,046.00	33,800.00	20,300.00	13,500.00		CONTRACTUAL EXPENSE	A 1060.4
100.00	0.00	0.00	100.00	0.00	100.00		MATERIAL & SUPPLIES	A 1060.45
3,437.60	25,416.40	5,046.00	33,900.00	20,300.00	13,600.00	*	DISTRICT MEETING	1060
4,343.85	34,092.42	24,237.78	62,674.05	18,094.05	44,580.00	**	Consolidated Payroll	10
2,550.00	60,000.00	180,000.00	242,550.00	0.00	242,550.00		CENTRAL ADMIN SALARY	<u>A 1240.15</u>
-5,890.50	35,665.26	108,031. 99	137,806.75	1,700.75	136,106.00		CENTRAL OFFICE SALARIES	<u>A 1240.16</u>
900.00	0.00	0.00	900.00	-600.00	1,500.00		SUPT. EQUIPMENT	<u>A 1240.2</u>
606.00	3,074.85	1,319.15	5,000.00	0.00	5,000.00		SUPT OFFICE EXPENSE	<u>A 1240.4</u>
1,051.29	0,00	948.71	2,000.00	0.00	2,000.00		SUPT OFFICE SUPPLIES	<u>A 1240.45</u>
-783.21	98,740.11	290,299.85	388,256.75	1,100.75	387,156.00	*	CHIEF SCHOOL ADMINISTRATOR	1240
-783.21	98,740.11	290,299.85	388,258.75	1,100.75	387,156.00	**		12
0.00	45,101.16	135,303.84	180,405.00	0.00	180,405.00		BUSINESS MANAGER SALARY	<u>A 1310.15</u>
-13,703.37	65,323.88	197,823.62	249,444.13	6,894.13	242,550.00		BUSINESS OFFICE SALARIES	A 1310.16
400.00	0.00	0.00	400.00	-600.00	1,000.00		BUSINESS OFFICE EQUIPMENT	<u>A 1310.2</u>
1,188.30	2,498.21	2,313.49	6,000.00	0.00	6,000.00		BUSINESS OFFICE EXPENSES	<u>A 1310.4</u>
18.44	1,462.7 9	2,018.77	3,500.00	0.00	3,500.00		OFFICE MACHINE REPAIRS	A 1310.407-1
0.00	0.00	15,273.00	15,273.00	0.00	1 5,273.0 0		BUSINESS OFFICE SOFTWARE	A 1310.409-7
1,344.19	500.00	1,155.81	3,000.00	0.00	3,000.00		BUSINESS OFFICE SUPPLIES	<u>A 1310.45</u>
1,100.00	0.00	0.00	1,100.00	0.00	1,100.00		OFFICE PAPER-BUSINESS	A 1310.451
21,860.62	20,445.40	29,554.60	71,860.62	21,860.62	50,000.00		BOCES SERVICES	A 1310.49
12,208.18	135,331.44	383,443.13	530,982.75	28,154.75	502,828.00	•	BUSINESS ADMINISTRATOR	1310
3,100.00	51,800.00	57,175.00	112,075.00	42,075.00	70,000.00		AUDITING EXPENSE	<u>A 1320.4</u>
3,100.00	51,800.00	57,175.00	112,075.00	42,075.00	70,000.00	*	AUDITING	1320
63.00	3,331.22	9,993.78	13,388.00	0.00	13,388.00		TREASURER-SALARY	A 1325.16
200.00	0.00	0.00	200.00	0.00	200.00		TREASURER SUPPLIES	A 1325.45
283.00	3,331.22	9,993.78	13,588.00	0.00	13,588.00	*	TREASURER	1325



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1380.4	CONTRACTUAL EXP-FISCAL AGENT		2,000.00	0.00	2,00 0 .00	0.00	0.00	2,000.00
1380	FISCAL AGENT FEES	*	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
13		**	588,416.00	70,229.75	6 58,64 5.75	450,611.91	190,462.66	17,571.18
A 1420.4	ATTORNEY FEES		60,000.00	10,000.00	70,000 .0 0	65,471.45	14,528.55	-10,000.00
<u>A 1420.400-1</u>	BOND COUNSEL		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
<u>A 1420.400-2</u>	NEGOTIATIONS ATTORNEY		35,000.00	0.00	35,000.00	20,459,69	5,874.96	8,665.35
1420	LEGAL FEES	*	96,000.00	10,000.00	108,000.00	65,931.14	20,403.51	1,665.35
<u>A 1430.4</u>	PERSQNNEL EXPENSES		5,500.00	1,000.00	6,500.00	3,065.75	3,195.50	238.75
A 1430.49	BOCES REG. TEACHER CERTIFICATI	ON	5,000.00	3,320.00	8,320.00	8,320.00	0.00	0.00
1430	PERSONNEL	*	10,500.00	4,320.00	14,820.00	11,385.75	3,195.50	238.75
A 1480.4	PUBLIC INFO EXPENSES		17,000.00	1,800.00	18,800.00	10,546.07	3,637.92	4,616.01
1480	PUBLIC INFO AND SERVICE	*	17,000.00	1,800.00	16,800.00	10,546.07	3,637.92	4,616.01
14		**	125,500.00	16,120.00	141,620.00	107,862.96	27,236.93	6,520.11
A 1620.16	CUSTODIAL SALARIES		40,384.00	-27,026.87	13,357.13	9,446.26	0.00	3,910.87
A 1620.160-1	CUSTODIAL SALARIES-BAS		191,939.00	18,635.91	210,574.91	164,809.82	49,071.16	-3,306.07
A 1620,160-2	CUSTODIAL SALARIES-RWC		186,106.00	23,602.96	209,708.96	163,082.60	46,176.84	449.52
A 1620.160-3	CUSTODIAL SALARIES-WLB		198,598.00	0.00	198,598.00	150,197.13	46,193.04	2,207.83
A 1620.161-1	CUSTODIAL OVERTIME-BAS		18,000.00	0.00	18,000.00	9,055.15	0.00	8,944.85
A 1620.161-2	CUSTQDIAL OVERTIME-RWC		12,000.00	0.00	12,000.00	7,154.60	0.00	4,845.40
A 1620.161-3	CUSTODIAL OVERTIME-WLB		20,000.00	0.00	20,000.00	7,455.36	0.00	12,544.64
A 1620.162	SECURITY AIDE SALARY		0.00	0.00	0.00	0.00	0.00	0.00
A 1620.162-1	SECURITY AIDE SALARY-BAS		27,906.00	0.00	27,906.00	19, 98 9.84	9,635,73	-1,719,57
A 1620.162-2	SECURITY AIDE SALARY-RWC		29,904.00	0.00	29,904.00	20,079.56	10,275.91	-451.47
A 1620.162-3	SECURITY AIDE SALARY-WLB		28,904.00	0.00	28,904.00	19,996.05	9,808.34	-900.39
A 1620.200-1	EQUIPMENT-BAS		1,250.00	0.00	1,250.00	1,250.00	0.00	0.00
A 1620.200-2	EQUIPMENT-RWC		1,500.00	0.00	1,500.00	1,500.00	0,00	0.00
A 1620.200-3	EQUIPMENT-WLB		1,250.00	0.00	1,250.00	1,250.00	0.00	0.00
A.1620.268-1	HEATING/COOLING-BAS		1,250.00	-450.20	799.80	799.80	0.00	0.00
A 1620,268-2	HEATING/COOLING-RWC		1,500.00	-518.65	981.35	981.35	0.00	0.00
A 1620.268-3	HEATING/COOLING-WLB		1,250.00	0.00	1,250.00	1,003.19	0.00	246.81
A 1620.272	CLEANING EOUIPMENT		0.00	29,285.00	29,285.00	29,2 85.00	0.00	0.00
A 1620.272-1	CLEANING EQUIPMENT-BAS		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 1620.272-2	CLEANING EQUIPMENT-RWC		1,000.00	-1,000.00	0.00	0.00	0.00	0.00



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1620.272-3	CLEANING EQUIPMENT-WLB	1,000.00	0.00	1,000.00	1,000.00	0.00	0.00
A 1620.404-1	CONTRACTUAL STAFF TRAINING-BAS	1,600.00	0.00	1,600.00	1,041.92	0.00	558.08
A 1620.404-2	CONTRACTUAL STAFF TRAINING-RWC	1,800.00	0.00	1,800.00	1,113.81	14.08	672.11
A 1620.404-3	CONTRACTUAL STAFF TRAINING-WLB	1,600.00	0.00	1,600.00	1,040.56	14.08	545.36
A 1620.406	FUEL/OIL	5,000.00	-3,500.00	1,500.00	0.00	0.00	1,500.00
A 1620.406-11	GAS/ELECTRIC-BAS	25,000.00	22,600.00	47,600.00	33,578.31	12,921,69	1,100.00
A 1620.406-12	GAS/ELECTRIC-RWC	20,000.00	13,400.00	33,400.00	23,968.36	7,351.64	2,080.00
A 1620.406-13	GAS/ELECTRIC-WLB	45,000.00	-11,000.00	34,000.00	23,044.95	10,505.05	450.00
A 1620.406-21	WATER EXPENSES-BAS	3,000.00	1,000.00	4,000.00	3,341.74	1,958.26	-1,300.00
A 1620.406-22	WATER EXPENSES-RWC	4,000.00	0.00	4,000.00	2,812.29	412.71	775.00
A 1620.406-23	WATER EXPENSES-WLB	8,000.00	-1,000.00	7,000.00	1,651.81	848.19	4,500.00
A 1620.406-31	TELEPHONE EXPENSES-BAS	13,000.00	0.00	13,000.00	6,238.36	6,761.64	0.00
A 1620.406-32	TELEPHONE EXPENSES-RWC	14,000.00	0.00	14,000.00	8,241.39	5,758.61	0.00
A 1620.406-33	TELEPHONE EXPENSES-WLB	16,000.00	0.00	16,000.00	9,102.65	6,897.35	0.00
A 1620.406-61	CONTRACTUAL ELECTRICAL-BAS	5,000.00	0.00	5,000.00	410.00	150.00	4,440.00
A 1620.406-62	CONTRACTUAL ELECTRICAL-RWC	5,000.00	0.00	5,000.00	2,740.00	410,00	1,850.00
A 1620.406-63	CONTRACTUAL ELECTRICAL-WLB	5,000.00	0.00	5,000.00	0.00	150.00	4,850.00
A 1620.406-7	PROF & TECH EXPENSE	0.00	12, 260.0 0	12,260.00	1,734.00	8,625.99	1,900.01
A 1620,406-71	PROF & TECH EXPENSE-BAS	20,000.00	0.00	20,000.00	14,536.46	2,696.96	2,766.58
A 1620.406-72	PROF & TECH EXPENSE-RWC	15,000.00	0.00	15,000.00	9,113.71	2,499.64	3,386.65
A 1620.406-73	PROF & TECH EXPENSE-WLB	10,000.00	0.00	10,000.00	7,676.60	2,263.40	60.00
A 1620.407-21	CLEANING EXPENSES-BAS	7,000.00	2,500.00	9,500.00	2,364.79	588.94	6,546.27
A 1620.407-22	CLEANING EXPENSES-RWC	6,000 .00	2,500.00	8,500.00	2,369.61	584.12	5,546.27
A 1620.407-23	CLEANING EXPENSES-WLB	7,000.00	2,500.00	9,500.00	2,444.89	508.94	6,546.17
A 1620.407-51	SECURITY-BAS	50,000.00	15,000.00	65,000.00	39,915.04	24,495.90	589.06
A 1620.407-52	SECURITY-RWC	50,000.00	15,000.00	65,000.00	42,757.35	22,242.65	0.00
A 1620.407-53	SECURITY-WLB	60,000.00	26,000.00	86,000.00	44,185.16	24,430.79	17,384.05
A 1620.457-21	CLEANING SUPPLIES-BAS	14,000.00	1,202.55	15,202.55	10,113.80	4,082.66	1,006.09
A 1620.457-22	CLEANING SUPPLIES-RWC	13,000.00	1,201.00	14,201.00	7,011.41	4,738.59	2,451.00
A 1620.457-23	CLEANING SUPPLIES-WLB	13,000.00	1,201.00	14,201.00	7,034.39	4,715.61	2,451.00
A 1620.458-21	UNIFORM SUPPLIES-BAS	1,600.00	0.00	1,600.00	1,300.99	149.01	150.00
A 1620,458-22	UNIFORM SUPPLIES-RWC	1,800.00	0.00	1,800.00	1,800.00	0.00	0.00
A 1620.458-23	UNIFORM SUPPLIES-WLB	1,600.00	0.00	1,600.00	1,106.45	218.46	275.09



Account	Description .	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
1620	OPERATION MAINT/PLANT *	1,207,741.00	142,392.70	1,350,133.70	922,126.51	328,155.98	99,851.21
<u>A 1621.16</u>	MAINTENANCE SALARIES	119,123.00	88,319.00	207,442.00	155,831.68	51,610.32	0.00
A 1621.160-2	MAINTENANCE SALARIES-RWC	77,442.00	-77,442.00	0.00	0.00	0.00	0.00
A 1621.161	MAINTENANCE OVERTIME SALARIES	0.00	0.00	0.00	1,041.24	0.00	-1,041.24
A 1621.161-2	MAINTENANCE OVERTIME SALARIES-RWC	10,000.00	-9,877.00	123.00	0.00	0.00	123.00
A 1621.200-1	EQUIPMENT-BAS	1,000.00	-500.00	500.00	500.00	0.00	0.00
A 1621.200-2	EQUIPMENT-RWC	1,000.00	-531.55	468.45	468.45	0.00	0.00
A 1621.200-3	EQUIPMENT-WLB	1,000.00	0.00	1,000.00	500.00	0.00	500 .00
A 1621.268-1	HEATING/COOLING-BAS	325.00	0.00	325.00	0.00	0.00	325.00
A 1621.268-2	HEATING/COOLING-RWC	350.00	0.00	350.00	0.00	0.00	350.00
A 1621.268-3	HEATING/COOLING-WLB	325.00	0.00	325.00	0.00	0.00	325.00
A 1621.280-1	GROUNDS-BAS	600.00	2,550.20	3,1 5 0.20	3,150.20	0.00	0.00
A 1621.280-2	GROUNDS-RWC	800,00	2,550.20	3,350.20	3,350.20	0.00	0.00
A 1621.280-3	GROUNDS-WLB	600.00	0.00	600.00	600.00	0.00	0.00
A 1621.283-1	AUTOMOTIVE EQUIPMENT-BAS	600.00	-600.00	0.00	0.00	0.00	0.00
A 1621.283-2	AUTOMOTIVE EQUIPMENT-RWC	700.00	-500.00	200.00	0.00	200.00	0.00
A 1621.283-3	AUTOMOTIVE EQUIPMENT-WLB	700.00	0.00	700.00	0.00	0.00	700.00
<u>A 1621.406-4</u>	MILEAGE	1,000.00	0.00	1,000.00	376.70	223.30	400.00
A 1621.406-5	ELEC/MAINTENANCE EXPENSE	500.00	-500.00	0.00	0.00	0.00	0.00
A 1621.406-51	ELEC/MAINTENANCE EXPENSE-BAS	500.00	0.00	500.00	39.17	0.00	460.83
A 1621.406-52	ELEC/MAINTENANCE EXPENSE-RWC	500.00	0.00	500.00	39.17	0.00	460.83
A 1621.406-53	ELEC/MAINTENANCE EXPENSE-WLB	0.00	500.00	500.00	39.16	0.00	460.84
A 1621.406-81	HEATING/COOLING EXPENSE-BAS	12,000.00	30,230.00	42,230.00	16,637.19	25,524.81	68.00
A 1621.406-82	HEATING/COOLING EXPENSE-RWC	11,000.00	22,455.00	33,455.00	31,261.73	2,109.27	84.00
A 1621.406-83	HEATING/COOLING EXPENSE-WLB	12,000.00	-875.00	11,125.00	8,082.57	2,962.43	80.00
A 1621.406-91	PLUMBING EXPENSE-BAS	2,000.00	0.00	2,000.00	541.49	617.57	840.94
A 1621.406-92	PLUMBING EXPENSE-RWC	1,000.00	0.00	1,000.00	125.08	544.92	330.00
A 1621.406-93	PLUMBING EXPENSE-WLB	1,000.00	0.00	1,000.00	294.69	660.00	45.31
A 1621.407-0	REPAIRS-GENERAL	0.00	4,500.00	4,500.00	2,469.93	2,030.07	0.00
A 1621.407-01	REPAIRS-GENERAL-BAS	10,000.00	-6,080.00	3,920.00	1,926.55	1,343.45	650.00
A 1621.407-02	REPAIRS-GENERAL-RWC	7,500.00	0.00	7,500.00	6,539.43	707.57	253.00
A 1621.407-03	REPAIRS-GENERAL-WLB	7,500.00	2,700.00	10,200.00	9,515.37	665.63	19.00
A 1621.407-3	SITE WORK	37,000.00	18,787.15	55,787.15	17,802.67	5,652.23	32,332.25



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1621.407-30-2	PLAYGROUND MAINTENANCE	1,000.00	0.00	1,000.00	286.87	0.00	713.13
A 1621.407-30-3	PLAYGROUND MAINTENENCE-RWC	1,000.00	0.00	1,000.00	290.17	0.00	709.83
A 1621.407-30-4	PLAYGROUND MAINTENENCE-WLB	1,000.00	0.00	1,000.00	290.15	0.00	709.85
A 1621.407-31-2	ATHLETIC FIELDS-BAS	3,500.00	0.00	3,500.00	25.00	75.00	3,400.00
A 1621.407-31-3	ATHLETIC FIELDS-RWC	3,750.00	0.00	3,750.00	25.09	75.00	3,649.91
A 1621.407-31-4	ATHLETIC FIELDS-WLB	3,750.00	0.00	3,750.00	3,675.00	75.00	0.00
A 1621.450-1	MATERIAL & SUPPLIES-BAS	6,000.00	0.00	6,000.00	1,875.14	2,013.20	2,111.66
A 1621.450-2	MATERIAL & SUPPLIES-RWC	6,000.00	900.00	6,900.00	3,848.59	1,235.92	1,815.49
A 1621.450-3	MATERIAL & SUPPLIES-WLB	6,000.00	0.00	6,000.00	4,072.32	1,852.08	75.60
A 1621.456-51	ELEC/MAINTENANCE-BAS	2,400.00	0.00	2,400.00	25.36	774.64	1,600.00
A 1621.456-52	ELEC/MAINTENANCE-RWC	2,300.00	0.00	2,300.00	320.42	479.58	1,500.00
A 1621.456-53	ELEC/MAINTENANCE-WLB	2,300.00	0.00	2,300.00	8.19	791.81	1,500.00
A 1621.456-61	INTERCOM/EMERG LIGHTS-BAS	700.00	0.00	700.00	0.00	0.00	700.00
A 1621.456-62	INTERCOM/EMERG LIGHTS-RWC	600.00	0.00	600.00	0.00	0.00	600.00
A 1621.456-63	INTERCOM/EMERG LIGHTS-WLB	700.00	0.00	700.00	0.00	0.00	700.00
A 1621.456-81	HEATING/COOLING SUPPLIES-BAS	1,700.00	-700.00	1,000.00	817.34	92.66	90.00
A 1621.456-82	HEATING/COOLING SUPPLIES-RWC	1,700.00	-1,150.00	550.00	0.00	200.00	350.00
A 1621.456-83	HEATING/COOLING SUPPLIES-WLB	1,600.00	-1,150.00	450.00	49.20	140.80	260.00
A 1621.457-01	REPAIRS-GENERAL-BAS	4,500.00	300,00	4,800.00	1,392.74	452.26	2,955.00
A 1621.457-02	REPAIRS-GENERAL-RWC	4,500.00	0.00	4,500.00	3,154.04	219.75	1,126.21
A 1621.457-03	REPAIRS-GENERAL-WLB	4,500.00	-300.00	4,200.00	429.17	495.83	3,275.00
A 1621.457-61	HARDWARE-BAS	1,000.00	0.00	1,000.00	27.51	272.49	700.00
A 1621.457-62	HARDWARE-RWC	1,000.00	0.00	1,000.00	262.82	187.18	550.00
A 1621.457-63	HARDWARE-WLB	1,000.00	0.00	1,000.00	89.94	210.06	700.00
A 1621.457-71	CARPENTRY-BAS	2,750.00	0.00	2,750.00	442.65	807.85	1,499.50
A 1621.457-72	CARPENTRY-RWC	2,650.00	0.00	2,650.00	745.13	504.87	1,400,00
A 1621.457-73	CARPENTRY-WLB	2,600.00	0.00	2,600.00	245.52	1,004.48	1,350.00
A 1621.457-81	GLAZING-BAS	300.00	420.00	720.00	710.00	10.00	0.00
<u>A 1621.457-82</u>	GLAZING-RWC	350.00	-210.00	140.00	0.00	140.00	0.00
A 1621.457-83	GLAZING-WLB	350.00	-210.00	140.00	0.00	140.00	0.00
A 1621.457-91	PAINTING-BAS	1,000.00	0.00	1,000.00	45.18	254.82	700.00
A 1621.457-92	PAINTING-RWC	1,000.00	0.00	1,000.00	0.00	300.00	700.00
A 1621.457-93	PAINTING-WLB	1,000.00	0.00	1,000.00	97.68	202.32	700.00



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1621.458-01	GROUNDS-BAS		1,650.00	0.00	1,650.00	0.00	150.00	1,500.00
A 1621.458-02	GROUNDS-RWC		1,650.00	0.00	1,650.00	153.00	47.00	1,450.00
A 1621.458-03	GROUNDS-WLB		1,700.00	0.00	1,700.00	0.00	150.00	1,550.00
A 1621.458-31	AUTOMOTIVE-BAS		1,333.00	0.00	1,333.00	16.76	418. 2 4	898.00
A 1621.458-32	AUTOMOTIVE-RWC		1,333.00	0.00	1,333.00	189.75	945.25	198.00
A 1621.458-33	AUTOMOTIVE-WLB		1,334.00	0.00	1,334.00	16.75	418.25	899.00
1621	MAINTENANCE OF PLANT	*	401,565.00	73,586.00	475,151.00	284,760.15	109,987.91	80,402.94
A 1670.400-1	CENTRAL PRINTING EXPENSE-BAS		5,650.00	0.00	5,650.00	2,413.11	2,155.05	1,081.84
<u>A 1670.400-2</u>	CENTRAL PRINTING EXPENSE-RWC		5,650.00	0.00	5,650.00	2,534.97	2,155.03	960.00
<u>A 1670.400-3</u>	CENTRAL PRINTING EXPENSE-WLB		5,700.00	0.00	5,700.00	3,373.19	2,326.21	0,60
A 1670.401	OUTSIDE PRINTING SERVICES		5,000.00	0.00	5,000.00	2,960.00	0.00	2,040.00
1670	CENTRAL PRINTING AND MAILING	*	22,000.00	0.00	22,000.00	11,281.27	6,636.29	4,082.44
<u>A 1680.45</u>	DATA PROC SUPPLIES		500.00	0.00	500.00	0.00	0.00	500.00
<u>A 1680.49</u>	BOCES TEST SCORE		48,000.00	0.00	48,000.00	25,473.66	22,526.34	0.00
A 1680.490-1	BOCES DATA WAREHOUSING		120,000.00	0.00	120,000.00	95,146.14	24,853.86	0.00
1680	DATA PROCESSING DISTRICT	*	168,500.00	0.00	168,500.00	120,619.80	47,380.20	500.00
16		**	1,799,806.00	215,978.70	2,015,784.70	1,338,787.73	492,160.38	184,836.59
<u>A 1910.4</u>	UNALLOCATED INS		165,000.00	2,200.00	167,200.00	158,703.46	7,459.38	1,037.16
1910	UNALLOCATED INSURANCE	•	165,000.00	2,200.00	167,200.00	158,703.46	7,459.38	1,037.16
A.1920.4	SCHOOL ASSOC DUES		18,000.00	-790.00	17,210.00	13,298.00	0.00	3,912.00
1920	SCHOOL ASSOCIATION DUES	*	18,000.00	-790.00	17,210.00	13, 298.00	0.00	3,912.00
<u>A 1930.4</u>	CLAIMS/JUDGEMENT		600,00	30,000.00	30,600.00	30,071.19	0.00	528.81
1930	JUDGMENTS & CLAIMS	*	600.00	30,000.00	30,600.00	30,071.19	0.00	528.81
A 1981.49	BOCES AMIN		110,819.00	0.00	110,819.00	110,818.55	0.45	0.00
A 1981.492	BOCES RENTAL		10,792.00	0.00	10,792.00	7,194.51	3,597,49	0.00
<u>A 1981.493</u>	BOCES CAPITAL		19,234.00	0.00	19,234.00	19,233.72	0.28	0.00
1981	ADMIN CHARGE-BOCES	*	140,845.00	0.00	140,845.00	137, 246 .78	3,598.22	0.00
19	Disability Insurance	**	324,445.00	31,410.00	355,855.00	339,319.43	11,057.60	5,477.97
1		***	3,269,903.00	352,933.25	3,622,836.25	2,551,119.66	853,750.10	217,966.49
A 2010.150	ASSISTANT SUPERINTENDENT		185,711.00	0.00	185,711.00	139,238.28	46,412.72	60.00
A 2010.16	CURRICULUM SALARIES		12,000.00	-11 ,999 .13	0.87	0.00	0.00	0.87
A 2010.200	EQUIPMENT		2,000.00	-600.00	1,400.00	0.00	0.00	1,400.00
A 2010.4	CURRICULUM DEVEL EXPENSE		2,000.00	-1,000.00	1,000.00	0.00	0.00	1,000.00



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2010.45	CURRICULUM DEVEL SUPPLIES	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 2010.451	DUP PAPER/REPT CARD	5,000.00	0.00	5,000.00	845.00	1,155.00	3,000.00
A 2010.49	BOCES CURRICULUM DEVELOPMENT	47,000.00	0.00	47,000.00	36,327.16	10,672.84	0.00
2010	CURR. DEV./SUPERVISION *	256,711.00	-13,599.13	243,111.87	176,410.44	58,240.56	8,460.87
A 2020.15	BUILDING PRINCIPALS SALARIES	322,484.00	-40,000.00	282,484.00	214,372.44	68,091.56	20.00
A 2020.150-1	BUILDING PRINCIPALS SALARIES-BAS	178,412.00	0.00	178,412.00	133,779.78	44,593.22	39.00
A 2020.150-2	BUILDING PRINCIPALS SALARIES-RWC	158,583.00	0.00	158,583.00	118,921.50	39,640.50	21.00
A 2020.150-3	BUILDING PRINCIPALS SALARIES-WLB	153,047.00	-8,046.37	145,000.63	108,750.06	36,249.94	0.63
A 2020.160-1	BUILDG OFFICE SALARIES-BAS	41,244.00	196.00	41,440.00	31,938.64	11,295.42	-1,794.06
A 2020.160-2	BUILDG OFFICE SALARIES-RWC	56,325.00	-47.09	56,277.91	42,516.16	15,298.26	-1,536.51
A 2020.160-3	BUILDG OFFICE SALARIES-WLB	43,244.00	1,407.41	44,651.41	33,898.88	11,896.26	-1,143.73
A 2020.4	SUPERVISION EXPENSES	1,000.00	0.00	1,000.00	0.00	450.00	550.00
A 2020.401	SUPERVISION-BAS	500.00	0.00	500.00	88.73	0.00	411.27
A 2020.401-97	SUPERVISION-P/C-BAS	500.00	0.00	500.00	39.11	460.89	0.00
A 2020.402	SUPERVISION-WLB	200.00	0.00	200.00	96.10	0.00	103.90
A 2020.402-97	SUPERVISION-P/C-WLB	300.00	0.00	300.00	18.76	281.24	0.00
A 2020.403	SUPERVISION-RWC	500.00	0.00	500.00	0.00	0.00	500.00
A 2020.403-97	SUPERVISION-P/C-RWC	500.00	0.00	500.00	0.00	500.00	0.00
A 2020.451	SUPERVISION-BAS	500.00	0.00	500. 0 0	0.00	0.00	500.00
A 2020.451-10	OFFICE PAPER-BAS	6,000.00	0.00	6,000.00	2,896.00	3,104.00	0.00
A 2020.451-20	OFFICE PAPER-WLB	7,000.00	0.00	7,000.00	3,488.00	2,512.00	1,000.00
A 2020.451-30	OFFICE PAPER-RWC	8,500.00	0.00	8,500.00	4,560.00	2,440.00	1,500.00
A 2020.452	SUPERVISION-WLB	500.00	0.00	500.00	0.00	0.00	500.00
A 2020.453	SUPERVISION-RWC	300.00	0.00	300.00	0.00	0.00	300.00
2020	SUPER. REG. SCHOOL *	979,639.00	-46,490.05	933,148.95	695,364.16	236,813.29	971.50
A 2060.15	INSTRUCTIONAL SALARIE	30,000.00	0.00	30,000.00	19,975.68	10,024.32	0.00
2060	RESEARCH PLAN/EVAL *	30,000.00	0.00	30,000.00	19,975.68	10,024.32	0.00
A 2070.40	INSERV TRAINING	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2070.41	INSERVICE TRNG-BAS	500.00	0.00	500.00	105.00	0.00	395.00
A 2070.42	INSERVICE TRNG-WLB	500.00	0.00	500.00	279.00	0.00	221.00
A 2070.43	INSERVICE TRNG-RWC	500.00	0.00	500.00	174.00	0.00	326.00
A 2070.44	INSERVICE TRNG-D.W.	1,000.00	0.00	1,000.00	375.00	0.00	625.00
A 2070.444	STAFF DEVELOPMENT	8,000.00	2,000.00	10,000.00	180.00	0.00	9,820.00

Appropriation Status Detail Report By Function From 7/1/2021 To 3/31/2022



Available	Encumbered	Expensed	Adj. Budget	Adjustments	Budget		Description	Account
0.00	11,321.66	13,678.34	25,000.00	0.00	25,000.00	-	BOCES STAFF DEVELOPMENT	A 2070.490
12,387.00	11, 321.66	14,791.34	38,500.00	2,000.00	36,500.00	*	IN-SERV TRAIN-INSTR.	2070
21,819.37	316,399.83	906,541.62	1,244,760.82	-58,089.18	1,302,850.00	**	Group Insurance	20
0.00	72,036.24	132,224.26	204,260.50	-363,632.50	567,893.00		TEACHERS 1-6 SALARIES	A 2110.12
713.75	906,616.59	1,333,784.83	2,241,115.17	238,189.17	2,002,926.00	;	TEACHERS 1-6 SALARIES-BAS	A 2110.120-1
-2,659.95	1,025,975.30	1,637,789.93	2,661,105.28	-326,653.72	2,987,759,00	C	TEACHERS 1-6 SALARIES-RWO	A 2110.120-2
29,036.40	849,227.98	1,225,982.12	2,104,246.50	-141,484.50	2,245,731.00	3	TEACHERS 1-6 SALARIES-WLE	A 2110.120-3
562.00	0.00	0.00	562.00	-92,000.00	92,562.00	ALARIES	KINDERGARTEN TEACHERS S	A 2110.121
11,054.67	67,321.62	120,325.71	198,702.00	-45,000.00	243,702.00	ALARIES-BAS	KINDERGARTEN TEACHERS S	A 2110.121-1
0.00	73,699.12	123,639.88	197,339.00	0.00	197,339.00	ALARIES-	KINDERGARTEN TEACHERS S RWC	<u>A 2110.121-2</u>
0.00	62,674.12	87,743.88	150,418.00	0.00	150,418.00	ALARIES-	KINDERGARTEN TEACHERS S WLB	A 2110.121-3
0.00	0.00	0.00	0.00	0.00	0.00		AFTER SCHOOL PROGRAMS	A 2110.123
1,847.56	0.00	6,452.44	8,300.00	-5,000.00	13,300.00	BAS	AFTER SCHOOL PROGRAMS-E	A 2110.123-1
3,308.87	0.00	10,091.13	13,400.00	0.00	13,400.00	RWC	AFTER SCHOOL PROGRAMS-F	A 2110.123-2
1,671.77	0.00	11, 628.2 3	13,300.00	0.00	13,300.00	WLB	AFTER SCHOOL PROGRAMS-V	A 2110.123-3
0.00	133,459.45	249,949.60	383,409.05	175,538.05	207,871.00	S-BAS	SUPPORT SERVICES SALARIE	A 2110.124-1
1,328.42	148,683.06	213,516.52	363,528.00	88,751.00	274,777.00	S-RWC	SUPPORT SERVICES SALARIE	A 2110.124-2
0.00	150,994.3 6	203,315.14	354,309.50	46,342.50	307,967.00	S-WLB	SUPPORT SERVICES SALARIE	A 2110.124-3
114.52	0.00	185.48	300.00	300.00	0.00		EXTRA DUTIES/SERVICES	A 2110.129
3,825.41	2,640.62	18,433.97	24,900.00	-100.00	25,000.00	5	EXTRA DUTIES/SERVICES-BAS	A 2110.129-1
979.60	4,470.00	17,709.66	23,159.26	3,159.26	20,000.00	(C	EXTRA DUTIES/SERVICES-RW	A 2110.129-2
8,414.07	5,508.64	17,718.03	31,640.74	-3,359.26	35,000.00	в	EXTRA DUTIES/SERVICES-WLI	A 2110.129-3
-3,800.00	0.00	45,800.00	42,000.00	17,000.00	25,000.00	S	SUB TEACHERS SALARIES-BA	A 2110.140-1
7,025.00	0.00	48,975.00	56,000.00	31,000.00	25,000.00	vc	SUB TEACHERS SALARIES-RV	A 2110.140-2
11,360.00	0.00	30,640.00	42,000.00	-48,000.00	90,000.00	В	SUB TEACHERS SALARIES-WU	A 2110.140-3
76,229.00	0.00	0.00	76,229.00	-40,100.00	116,329.00		LCH/CRM/CPY AIDES	A 2110.16
1,466.25	11,110.44	113,445.31	126,022.00	0.00	126,022.00		LCH/CRM/CPY AIDES-BAS	A 2110.160-1
30,092.80	0.00	76,541.20	106,634.00	0.00	106,634.00		LCH/CRM/CPY AIDES-RWC	A 2110.160-2
31,255.19	12,693.30	91,767.51	135,716.00	0.00	135,716.00		LCH/CRM/CPY AIDES-WLB	A 2110.160-3
2,622.29	2,377.71	0.00	5,000.00	0.00	5,000.00		INSTRU MUSIC	A 2110.239
2,411.93	8,504.37	1 9 ,083.70	30,000.00	5,000.00	25,000.00		COPIER LEASES-BAS	A 2110.400-71
3,090.35	18,577.03	15,454.19	37,121.57	-878.43	38,000.00		COPIER LEASES-WLB	A 2110.400-72

05/17/2022 09:40 AM



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.400-73	COPIER LEASES-RWC	17,000.00	5,678.43	22,878.43	15,140.33	11,237.64	-3,499.54
A 2110.402-4	SOCIAL STUDIES	8,250.00	0.00	8,250.00	0.00	0.00	8,250.00
A 2110.402-71	ART-BAS	250.00	0.00	250.00	0.00	0.00	250.00
A 2110.402-72	ART-RWC	250.00	0.00	250.00	0.00	0.00	250.00
A 2110.402-73	ART-WLB	200.00	0.00	200.00	0.00	0.00	200.00
A 2110.402-81	SCIENCE-BAS	175.00	0.00	175.00	0,00	0.00	175.00
A 2110.402-82	SCIENCE-RWC	150.00	0.00	150,00	0.00	0.00	150.00
A 2110.402-83	SCIENCE-WLB	175.00	0.00	175.00	0.00	0.00	175.00
A 2110.402-91	ESL-BAS	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.402-92	ESL-RWC	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.402-93	ESL-WLB	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-51	PHYSICAL ED-BAS	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-52	PHYSICAL ED-RWC	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-53	PHYSICAL ED-WLB	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-81	VOCAL MUSIC-BAS	150.00	0.00	150.00	54.23	0.00	95.77
A 2110.403-82	VOCAL MUSIC-RWC	175.00	0.00	175.00	64.73	0.00	110.27
A 2110.403-83	VOCAL MUSIC-WLB	175.00	0.00	175.00	55.99	0.00	119.0 1
A 2110.403-91	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	810.66	749.00	440.34
A 2110.403-92	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	809.66	749.00	441.34
A 2110.403-93	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	809.64	600.00	590.36
A 2110.404-5	OUTDOOR EDUCATION	600.00	0.00	600.00	0.00	0.00	600.00
A 2110.405-4	CHALLENGE	850.00	0.00	850.00	751.28	0.00	98.72
A 2110.406-41	STAFF MILEAGE-BAS	500.00	0.00	500.00	0.00	150.00	350.00
A 2110.406-42	STAFF MILEAGE-RWC	500.00	0.00	500.00	0.00	150.00	350.00
A 2110.406-43	STAFF MILEAGE-WLB	500.00	0.00	500.00	0.00	182.02	317.98
A 2110.450-1	BAS-GENERAL INSTR SUPPLIES	10,000.00	0.00	10,000.00	5,909.72	161.29	3,928.99
A 2110.450-2	WL8-GENERAL INSTR SUPPLIES	10,000.00	2,554.30	12,554.30	4,602.48	3,476.66	4,475.16
A 2110.450-3	RWC-GENERAL INSTR SUPPLIES	16,000.00	5,000.00	21,000.00	10,012.58	6,256.11	4,731.31
A 2110.450-4	MATH SUPPLIES	14,600.00	0.00	14,600.00	11,653.10	0.00	2,946.90
A 2110.451-01	BAS-KINDERGARTEN	2,000.00	0.00	2,000.00	1,008.64	0.00	991.36
A 2110.451-02	WLB-KINDERGARTEN	1,500.00	0.00	1,500.00	916.64	0.00	583.3 6
A 2110.451-03	RWC-KINDERGARTEN	2,500.00	0.00	2,500.00	1,161.62	0.00	1,318.38
A 2110.452-41	READING SUPPLIES-BAS	2,000.00	0.00	2,000.00	1,165.68	0.00	814.32



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.452-42	READING SUPPLIES-WLB	2,000.00	0.00	2,000.00	1,212.61	0.00	787.39
A 2110.452-43	READING SUPPLIES-RWC	2,000.00	0.00	2,000.00	992.80	0.00	1,007.20
A 2110,452-51	EARLY INTERV SUPPLIES-BAS	1,000.00	0.00	1,000.00	174.96	0.00	825.04
A 2110.452-52	EARLY INTERV SUPPLIES-WLB	1,000.00	0.00	1,000.00	76 3.14	0.00	236.86
A 2110.452-53	EARLY INTERV SUPPLIES-RWC	1,000.00	0.00	1,000.00	893.12	0.00	106.88
A 2110.452-71	HEALTH-BAS	700.00	0.00	700.00	0.00	0.00	700.00
A 2110.452-72	HEALTH-RWC	650.00	0.00	650.00	0.00	0.00	650.00
A 2110.452-73	HEALTH-WLB	650.00	0.00	650.00	0.00	0.00	650.00
A 2110.452-81	SCIENCE-BAS	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
A 2110.452-82	SCIENCE-RWC	1,200.00	0.00	1,200.00	0.00	225.38	974.62
A 2110.452-83	SCIENCE-WLB	1,200.00	0.00	1,200.00	299.98	0.00	900.02
A 2110.452-91	ESL-BAS	400.00	0.00	400.00	262.58	0.00	137.42
A 2110.452-92	ESL-RWC	300.00	0.00	300.00	249 .19	0.00	50,81
A 2110.452-93	ESL-WLB	300.00	0.00	300.00	249.17	0.00	50.83
A 2110.453-01	BAS-ART	3,300.00	0.00	3,300.00	3,236.56	0.00	63.44
A 2110.453-02	WLB-ART	3,300.00	0.00	3,300,00	235.24	846.70	2,218.06
A 2110.453-03	RWC-ART	3,800.00	0.00	3,800.00	1,768.15	0.00	2,031.85
A 2110.453-51	BAS-PHYSICAL ED	1,300.00	15,817.25	17,117.25	16,542.42	574.83	0.00
A 2110.453-52	WLB-PHYSICAL ED	1,300.00	0.00	1,300.00	226.02	0.00	1,073.98
A 2110.453-53	RWC-PHYSICAL ED	1,600.00	0.00	1,600.00	0.00	0.00	1,600.00
A 2110.453-81	VOCAL MUSIC-BAS	825.00	106.00	931.00	929.07	0.00	1.93
A 2110.453-82	VOCAL MUSIC-RWC	850.00	-53.00	797.00	739.62	0.00	57.38
A 2110.453-83	VOCAL MUSIC-WLB	825.00	-53.00	772.00	655.32	0.00	116.68
A 2110,453-91	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	1,588.10	353.38	58.52
A 2110.453-92	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	1,623.79	376.21	0.00
A 2110.453-93	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	1,581.11	418.89	0.00
A 2110.455-01	BAS-SUPPLEMENTAL	2,000.00	0.00	2,000.00	2,000.03	0.00	-0.03
A 2110.455-02	WLB-SUPPLEMENTAL	3,000.00	0.00	3,000.00	554.05	0.00	2,445.95
A 2110.455-03	RWC-SUPPLEMENTAL	3,700.00	0.00	3,700.00	3,646.76	0.00	53.24
A 2110.455-4	CHALLENGE	1,800.00	0.00	1,800.00	1,798.41	0.00	1.59
A 2110.455-41	BAS-CHALLENGE	1,350.00	0.00	1,350.00	1,350.00	0.00	0.00
A 2110.455-42	WLB-CHALLENGE	1,350.00	0.00	1,350.00	1,350.00	0.00	0.00
A 2110.455-43	RWC-CHALLENGE	1,350.00	0.00	1,350.00	1,350.00	0.00	0.00



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.456	District Workbooks	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
A 2110.47	TUITION	25,000.00	-25,000.00	0.00	0.00	0.00	0.00
A 2110.473	CHARTER SCHOOL TUITION	48,000.00	52, 7 42.00	100,742.00	80,206.00	13,828.00	6,708.00
A 2110.48	TEXTBOOKS	16,000.00	0.00	16,000.00	7,061.29	6,600.32	2,338.39
A 2110.480-1	BAS TEXTBOOKS	8,500.00	0.00	8,500.00	6,641.90	400.00	1,458.10
A 2110.480-2	WLB TEXTBOOKS	8,800.00	0.00	8,800.00	4,024.23	0.00	4,775.77
A 2110.480-3	RWC TEXTBOOKS	11,000.00	0.00	11,000.00	6,169.28	400.00	4,430.72
A 2110.482-41	READING/SUPPORT TEXTBOOKS BAS	2,500.00	0.00	2,500.00	975.05	0.00	1,524.95
A 2110.482-42	READING/SUPPORT TEXTBOOKS WLB	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
A 2110.482-43	READING/SUPPORT TEXTBOOKS RWC	2,700.00	0.00	2,700.00	719.40	0.00	1,980.60
A 2110.482-9	ESL TEXTBOOKS	2,300.00	0.00	2,300.00	1,983.38	0.00	316.62
A 2110.484	MATH TEXTBOOKS	7,000.00	0.00	7,000.00	0.00	0.00	7,000.00
A 2110.485	SCIENCE TEXTBOOKS	8,200.00	0.00	8,200.00	7,639.12	0.00	560.88
A 2110.492-9	ESL	23,000.00	15,000.00	38,000.00	32,811.97	5,388.03	0.00
A 2110.494-5	OUTDOOR EDUCATION	33,000.00	-30,000.00	3,000.00	0.00	0.00	3,000.00
A.2110.495-5	BOCES-ARTS IN EDUC	25,000.00	0.00	25,000.00	16,858.32	8,141.68	0.00
2110	REGULAR SCHOOL *	10,471,196.00	-418,936. 45	10,052,259.55	6,118,326.84	3,617,835.09	316,097.62
21	New York State Income Tax **	10,471,196.00	-418,936.45	10,052,259.55	6,118,326.84	3,617,835.09	316,097.62
A 2250,150-1	RR/SPEECH/CID SALARIES-BAS	234,240.00	0.00	234,240.00	136,640.00	97,600,00	0.00
A 2250.150-2	RR/SPEECH/CID SALARIES-RWC	349,477.73	220,568.14	570,045.87	346,256.82	223,794.95	-5.90
A 2250.150-3	RR/SPEECH/CID SALARIES-WLB	474,94 1.27	74,936.07	549,877.34	323,985.02	225,892.32	0.00
A 2250.151-1	INCLUSION TEACHERS SALARIES-BAS	641,844.22	-74,936.07	566,908.15	197,083.74	141,847,46	227,976.95
A 2250.151-2	INCLUSION TEACHERS SALARIES-RWC	780,687.78	-220,568.14	560,119.84	275,835. 9 8	197,026.02	87,257.64
A 2250.152	SUMMER SPECIAL EDUCATION SALARIES	2,500.00	-2,500.00	0.00	0.00	0.00	0.00
A 2250.16	CSE OFFICE SALARIES	126,444.00	0.00	126,444.00	88,533.40	29,817.21	8,093.39
A 2250.161-1	INCLUSION AIDES SALARIES-BAS	18,195.00	49,203.25	6 7 ,398.25	38,446.02	14,447,30	14,504.93
A 2250.161-2	INCLUSION AIDES SALARIES-RWC	56,639.00	158,723.03	215,362.03	133,001.62	81,984.51	375.90
A.2250.161-3	INCLUSION AIDES SALARIES-WLB	71,900.00	50,539.22	122,439.22	76,528.82	55,884.66	-9,974.26
A 2250.2	SPECIAL ED EQUIP GENERAL	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2250.237		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2250.4	SPECIAL ED EXPENSES	277,700.00	46,157.00	323,857.00	134,914.44	195,541.56	-6,599.00
A 2250.400-1	Copy Machine Lease Service	6,000.00	0.00	6,000.00	1,415.50	2,535.01	2,049.49



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2250.45	SPECIAL ED SUPPLIES		5,000.00	0.00	5,000.00	2,659.64	196.38	2,143.98
A 2250.451	OFFICE PAPER-CSE		500.00	0.00	500.00	0.00	0.00	500.00
A 2250.453-41	SPEECH SUPPLIES-BAS		300.00	0.00	300.00	174.75	0.00	125.25
A 2250.453-42	SPEECH SUPPLIES-RWC		350.00	0.00	350.00	245.12	0.00	104.88
A 2250.453-43	SPEECH SUPPLIES-WLB		350.00	0.00	350.00	198.53	0.00	151.47
A 2250.453-5	SPECIAL ED-SPEECH K		500.00	0.00	500.00	361.42	0.00	138.58
A 2250.453-61	RESOURCE ROOM-BAS		0.00	650.00	650.00	147.03	198.89	304.08
A 2250.453-62	RESOURCE ROOM-RWC		1,000.00	-300.00	700.00	395.49	29.96	274.55
A 2250.453-63	RESOURCE ROOM-WLB		1,000.00	-350.00	650.00	561.48	0.00	88.52
A 2250.453-72	CID SUPPLIES-RWC		660.00	0.00	660.00	468.76	0.00	191.24
A 2250.453-73	CID SUPPLIES-WLB		1,340.00	0.00	1,340.00	954.93	0.00	385.07
A 2250.477	SPECIAL ED-TUITION		474,055.00	40,500.00	514,555.00	273,614.92	212,922.00	28,018.08
A 2250.483-7	CID TEXTBOOKS		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2250.490	BOCES SERVICES		1,890,924.00	350,000.00	2,240,924.00	1,604,775.46	636,148.54	0.00
2250	HANDICAPPED PROGRAM	*	5,419,648.00	692,622.50	6,112,270.50	3,637,198.89	2,115,966.77	359,104.84
22	Federal Income Tax	**	5,419,648.00	692,622.50	6,112,270.50	3,637,198.89	2,115,966.77	359,104.84
A 2330.45	SUMMER SCHOOL SUPPLIES		1,000.00	0.00	1,000.00	-25.40	175.00	850.40
A 2330.49	BOCES SUMMER SCHOOL		115,000.00	-114,790.00	210.00	0.00	0.00	210.00
2330	OTHER SPEC. SCHOOLS	*	116,000.00	-114,790.00	1,210.00	-25,40	175.00	1,060.40
23	Income Executions	**	116,000.00	-114,790.00	1,210.00	-25.40	175.00	1,060.40
A 2610.15	LIBRARY SALARIES		279,968.00	-278,779.50	1,188.50	0.00	0.00	1,188.50
A 2610.150-1	LIBRARY SALARIES-BAS		0.00	78,098.00	78,098.00	45,557.12	32,540.88	0.00
A 2610.150-2	LIBRARY SALARIES-RWC		0.00	67,240.50	67,240.50	36,920.30	28,320.20	0.00
A 2610.150-3	LIBRARY SALARIES-WLB		0.00	133,441.00	133,441.00	77,840.56	55,600.44	0.00
A 2610.2	EQUIPMENT-LIBRARY		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 2610.250-0	AUDIO VISUAL EQUIPMENT		1,000.00	0.00	1,000.00	1,000.00	0,00	0.00
A 2610.405	AUDIO VISUAL EXPENSES		2,500.00	0.00	2,500.00	2,179.43	192.68	127.89
A 2610.45	LIBRARY SUPPLIES		1,800.00	-1,440.32	359.68	359.68	0.00	0.00
A 2610.451	LIBRARY BOOKS-BAS		7,000.00	864.00	7,864.00	1,584.04	5,780.76	499.20
A 2610.452	LIBRARY BOOKS-RWC		7,000.00	913.51	7,913.51	6,547.03	636.08	728.40
A 2610.453	LIBRARY BOOKS-WLB		7,500.00	662.81	8,162.81	7,387.43	24.94	770.44
A 2610.455	AUDIO VISUAL SUPPLIES		1,500.00	0.00	1,500.00	962.29	0.00	537.71
A 2610.46	LIBRARY COMPUTER SOFTWARE		3,000.00	0.00	3,000.00	360.00	0.00	2,640.00

Appropriation Status Detail Report By Function From 7/1/2021 To 3/31/2022



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2610.49	BOCES		25,000.00	0.00	25,000.00	17,912.09	7,087.91	0.00
2610	LIBRARY	*	337,268.00	0.00	337,268.00	200,589.97	130,185.89	6,492.14
A 2630.12	COMPUTER SALARY		72,885.00	171,484,50	244,369.50	137,786.28	78,062.22	28,521.00
A 2630.2	COMPUTER EQUIPMENT		40,000.00	-7,300.00	32,700.00	29,789.86	0.00	2,910.14
A 2630.4	COMPUTER EXPENSES		15,000.00	0.00	15,000.00	9,449.72	5,034.28	516.00
A 2630.45	COMPUTER SUPPLIES		60,000.00	4,000.00	64,000.00	54,464.86	7,768.17	1,766.97
A 2630.46	COMPUTER SOFTWARE		55,000.00	-5,749.43	49,250.57	40,874.45	0.00	8,376.12
A 2630.49	BOCES E-RATE SERVICES		205,000.00	39,475.38	244,475.38	220,347.89	24,127.49	0.00
2630	COMPUTER ASSISTED INSTRUCT.	*	447,885.00	201,910.45	649,7 95.45	492,713.06	114,992.16	42,090.23
26	Social Security Tax	**	785,153.00	201,910.45	987,063.45	693,303.03	245,178.05	48,582.37
A.2805.4	ATTENDANCE EXPENSES		17,000.00	0.00	17,000.00	0.00	17,000.00	0.00
2805	ATTENDANCE	*	17,000.00	0.00	17,000.00	0.00	17,000.00	0.00
A 2815.16	SCHOOL NURSES SALARIES		42,300.60	16,500.00	58,800.60	46,459.00	27,105.00	-14,763.40
A 2815.160-1	SCHOOL NURSES SALARIES-BAS		56,576.40	20,500.00	77,076.40	37,886.20	24,048.30	15,141.90
A 2815.160-2	SCHOOL NURSES SALARIES-RWC		70,072.00	13,000.00	83,0 72.0 0	49,112.90	28,682.10	5,277.00
A 2815.160-3	SCHOOL NURSES SALARIES-WLB		54,841.00	13,000.00	67,841.00	45,185.70	17,052.30	5,603.00
A 2815.4	HEALTH SERVICES EXPENSES		50,000.00	3,900.00	53,900.00	48,140.87	3,681.75	2,077.38
A 2815.450-1	HEALTH SERVICE SUPPLIES-BAS		2,900.00	0.00	2,900.00	956.04	300.69	1,643.27
A 2815,450-2	HEALTH SERVICE SUPPLIES-RWC		2,900.00	0.00	2,900.00	2,879.00	0.00	21.00
A 2815.450-3	HEALTH SERVICE SUPPLIES-WLB		2,900.00	0.00	2,900.00	630.70	0,00	2,269.30
A 2815.452-5	DIAGNOSTIC SCREEN SUPPLIES		0.00	0.00	0.00	0.00	0.00	0.00
A 2815.452-51	DIAGNOSTIC SCREEN SUPPLIES-	BAS	5,650.00	0.00	5,650.00	1,362.53	1,784.40	2,503.07
A 2815.452-52	DIAGNOSTIC SCREEN SUPPLIES-I	RWC	5,700.00	0.00	5,700.00	78.96	1,866.25	3,754.79
A 2815.452-53	DIAGNOSTIC SCREEN SUPPLIES-	NLB	5,650.00	0.00	5,650.00	1,883.35	1,979.73	1,786.92
A 2815.473	SPEECH SERV-PAROC		1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 2815.49	BOCES-HEALTH SERV		13,668.00	0.00	13,668.00	11,810.76	7,097.57	-5,240.33
2815	HEALTH SERVICES	*	314,658.00	66,900.00	381,558.00	246,386.01	113,598.09	21,573.90
<u>A 2820.151-7</u>	INSTRUCTIONAL SALARIES- PSYCHOLOGIST		78,752.00	-78,752.00	0.00	0.00	0.00	0.00
<u>A 2820.151-71</u>	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-BAS		115,290.00	0.00	115,290.00	67,252.50	48,037.50	0.00
A 2820.151-72	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-RWC		114,290.00	0.00	114,290.00	66,669.12	47,620.88	0.00
<u>A 2820.151-73</u>	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-WLB		106,953.00	80,652.00	187,605.00	118,845.72	68,759.28	0.00

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2820.155-0	EARLY ID TEACHERS SALARIES		2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
A 2820.400-1	PSYCH EXPENSES-BAS		250.00	0.00	250.00	0.00	0.00	250.00
A 2820.400-2	PSYCH EXPENSES-RWC		300.00	0.00	300.00	0.00	0.00	300.00
A 2820.400-3	PSYCH EXPENSES-WLB		300.00	0.00	300.00	0.00	0.00	300.00
A 2820.451-71	PSYCH SUPPLIES-BAS		300.00	0.00	300.00	0.00	0.00	300.00
A 2820.451-72	PSYCH SUPPLIES-RWC		350.00	0.00	350.00	205.55	0.00	144.45
A 2820.451-73	PSYCH SUPPLIES-WLB		350.00	0.00	350.00	346.20	0.00	3.80
A 2820.455-0	EARLY ID-SUPPLIES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2820	PSYCHOLOGY SERVICES	*	420,135.00	1,900.00	422,035.00	253,319.09	164,417.66	4,298.25
A 2825.150-1	SOCIAL WORKER SALARIES-BAS		64,790.00	1,930.50	66,72 0.50	38,920.28	27,800.22	0.00
A 2825.150-2	SOCIAL WORKER SALARIES-RWC		134,794.00	-1,930.50	132,863.50	76,409.06	54,577.94	1,876.50
A 2825.150-3	SOCIAL WORKER SALARIES-WLB		71,353.00	0.00	71,353. 0 0	38,920.28	27,800.22	4,632.50
A 2825.400-1	SOCIAL WORKER EXPENSES-BAS		200.00	0.00	200.00	45.91	0.00	154.09
A 2825.45	SOCIAL WORKER SUPPLIES		300.00	0.00	300.00	141.45	0.00	158.55
A 2825.450-2	SOCIAL WORKER SUPPLIES-RWC		200.00	0.00	200.00	68.24	0.00	131.76
2825	SOCIAL WORK SRVC-REG SCHOOL	٠	271,637.00	0.00	271,637.00	154,505.22	110,178.38	6,953.40
28	New York City Income Tax	**	1,023,430.00	68,800.00	1,092,230.00	654,210.32	405,194.13	32,825.55
2		***	19,118,277.00	371,517.32	19,489,794.32	12,009,555.30	6,700,748.87	779,490.15
<u>A 5540.4</u>	TRANSPORTATION EXPENSES		1 ,100,000.00	170,000.00	1,270,000.00	816,369.75	422,840.96	30,789.29
A 5540.405	TRANSPORT/SCHOOL TRIP		12,000.00	0.00	12,000.00	0.00	0.00	12,000.00
5540	CONTRACTED TRANSPORTATION	*	1,112,000.00	170,000.00	1,282,000.00	816,369.75	422,840.96	42,789.29
A 5581.49	BOCES/TRANSP. EXPENSE		170,000.00	35,000.00	205,000.00	175,549.60	121,450.40	-92,000.00
A 5581.491	SUMMER SPECIAL ED. TRANSPORT	ATION	12,000.00	0.00	12,000.00	0.00	12,000.00	0.00
5581	TRANS. BOCES	*	182,000.00	35,000.00	217,000.00	175,549.60	133,450.40	-92,000.00
55		**	1,294,000.00	205,000.00	1,499,000.00	991,919.35	556,291.36	-49,210.71
5		***	1,294,000.00	205,000.00	1,499,000.00	991,9 19.35	556,291.36	-49,210.71
<u>A 8070.4</u>	CENSUS EXPENSES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 8070.45	CENSUS SUPPLIES		200.00	0.00	200.00	0.00	0.00	200.00
8070	CENSUS	*	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
80		**	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
8		***	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
A 9010.8	EMPLOYEE RETIREMENT		390,575.00	-61,322.00	329,253.00	231,283.74	0.00	97, 96 9.26
9010	EMP. RETIREMENT SYSTEM	-	390,575.00	-61,322.00	329,253.00	231,283.74	0.00	97.969.26

Appropriation Status Detail Report By Function From 7/1/2021 To 3/31/2022



Available	Encumbered	Expensed	Adj. Budget	Adjustments	Budget		Description	Account
1,507,188.00	0.00	0.00	1,507,188.00	-22,300.00	1,529,488.00		TEACHERS RETIREMENT	A 9020.8
1,507,188.00	0.00	0.00	1,507,188.00	-22,300.00	1,529,488.00	•	TEACHERS RETIRE. SYSTEM	9020
448,237.80	0.00	796,831.20	1,245,069.00	-77,000.00	1,322,069.00		SOCIAL SECURITY	A 9030.8
448,237.8(0.00	796,831.20	1,245,069.00	-77,000.00	1,322,069.00	•	FICA	9030
3,028.38	0.00	106,958.00	109,986.38	-3,270.62	113,257.00		WORKERS COMP	A 9040.8
3,028.36	0.00	106,958.00	109,986.38	-3,270.62	113,257.00	٠	WORKMEN'S COMPENSATION	9040
0.00	20,000.00	0.00	20,000.00	-10,000.00	30,000.00		UNEMPLOYMENT INSURANCE	A 9050.8
0.00	20,000.00	0.00	20,000.00	-10,000.00	30,000.00	*	UNEMPLOYMENT	9050
906,134.04	0.00	2,191,702.96	3,097,837.00	-590,072.00	3,687,909.00		HOSP & MED INSUR	A 9060.8
83,006.22	0.00	95,848.78	178,855.00	-6,645.00	185,500.00		DENTAL INSURANCE	A 9060.85
0.00	0.00	0.00	0.00	0.00	0.00		Dental Insurance	A 9060.850
989,140.26	0.00	2,287,551.74	3,276,692.00	-596,717.00	3,873,409.00	*	HEALTH INSURANCE	9060
0.06	0.00	0.00	0.06	0,06	0.00		ACCUM LEAVE	A 9089.15
0.06	0.00	0.00	0.06	0.06	0.00	*	OTHER	9089
3,045,563.76	20,000.00	3,422,624.68	6,488,188.44	-770,609.56	7,258,798.00	**		90
0.00	73,923.68	227,708.79	301,632.47	8,736.47	292,896.00		PRINCIPAL ON INDEBTED	<u>A 9710.6</u>
0.66	41,019.27	52,824.54	93,844.47	-8,736.53	102,581.00		INTEREST ON INDEBTEDN	A 9710.7
0.66	114,942.95	280,533.33	395,476.94	-0.08	395,477.00	*	DEBT SERVICE-SERIAL BONDS	9710
0.66	114,942.95	280,533.33	395,476.94	-0.06	395,477.00	**	Endowment, Scholarship and Gift Fund	97
10,000.00	0.00	0.00	10,000.00	0.00	10,000.00		TRANSFER TO SCHOOL FOOD	A 9901.93
40,000.00	0.00	0.00	40,000.00	0.00	40,000.00		TRANSFER TO SPECIAL AID	<u>A 9901.95</u>
50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	*	TRANSFER TO SPECIAL AID	9901
0.00	0.00	400,000.00	400,000.00	0.00	400,000.00		INTERFUND TRANSFER	<u>A 9950.9</u>
0.00	0.00	400,000.00	400,000.00	0.00	400,000.00	*	TRANSFER TO CAPITAL	9950
50,000.00	0.00	400,000.00	450,000.00	0.00	450,000.00	**		89
3,095,564.42	134,942.95	4,103,158.01	7,333,665.38	-770,609.62	8,104,275.00	***		9
4,045,010.35	8,245,733.28	19,655,752.32	31,946,495.95	158,840.95	31,787,655.00		Fund ATotals:	
4,045,010.35	8,245,733.28	19,655,752.32	31.946.495.95	158.840.95	31,787,655.00		Grand Totals:	

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Revenue Status Report From 7/1/2021 To 3/31/2022



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
A 1001	REAL PROPERTY TAXES	21,995,845.00	0.00	21,995,845.00	22,013,823.13	-17,978.13
A 1052	IDA OVERPYMT REAL ESTATE TAXES	0.00	0.00	0.00	436,310.47	-436,310.47
A 1090	INTEREST ON REAL ESTATE TAXES	0.00	0.00	0.00	2,042.84	-2,042.84
A 2401	INTEREST AND EARNINGS	12,000.00	0.00	12,000.00	16,180.31	-4,180.31
A 2412	RENTAL FRM MUNICIPALITIES	0.00	0.00	0.00	770.00	-770.00
A 2670	SALE OF PROPERTY	0.00	0.00	0.00	3,430.25	-3,430.25
A 2701	REFUNDS OF PRIOR YR EXP- BOCES ONLY	0.00	0.00	0.00	124,465.00	-124,465.00
A 2703	REFUND OF PRIOR YEAR EXP-OTHER	0.00	0.00	0.00	32,443.43	-32,443.43
A 2770	OTHER UNCLASSIFIED REV	791, 9 81.00	0.00	791,981.00	2,096.00	789,885.00
A 3101	STATE AID-BASIC FORMULA	8,687,829.00	0.00	8,687,829.00	4,230,858.09	4,456,970.91
A 3101.E	EXCESS COST AID	0.00	0.00	0.00	1,068,834.20	-1,068,834.20
A 3102	STATE AID-LOTTERY	0.00	0.00	0.00	1,297,852.81	-1,297,852.8 1
A 3103	STATE AID-BOCES	0.00	0.00	0.00	1 19,840 .00	-119,840.00
A 3260	STATE AID-TEXTBOOKS	0.00	0.00	0.00	23,667.00	-23,667.00
A 3262	STATE AID-COMPUTER SOFTWARE	0.00	0.00	0.00	18,441.00	-18,441.00
A 3263	LIBRARY AV LOAN PROGRAM	0.00	0.00	0.00	13,629.00	-13,629.00
A 3289	OTHER STATE AID	0.00	0.00	0.00	2,500.00	-2,500.00
<u>A 4286</u>	CARES ACT EDUCATION STABILIZATION FUND - FEDERAL AID	0.00	43,657.00	43,657.00	1,397.00	42,260.00
A 4289	FEDERAL AID - OTHER	0.00	40,389.55	40,389.55	-109.55	40,499.10
<u>A 4601</u>	MEDICAID REIMBURSEMENT	0.00	0.00	0.00	43,309.62	-43,309.62
	A Totals:	31,487,655.00	84,046.55	31,571,701.55	29,451,780.60	2,119,920.95
<u>C 1440</u>	SALE OF LUNCHES	0.00	0.00	0.00	3,846.90	-3,846.90
<u>C 2401</u>	INTEREST & EARNINGS	0.00	0.00	0.00	7.25	-7.25
<u>C 2770</u>	MISCELLANEOUS REVENUES	0.00	0.00	0.00	201.00	-201.00
<u>C 3190</u>	STATE AID REIMBURSEMENT LUNCH	0.00	0.00	0.00	1,441.00	-1,441.00
<u>C 3191</u>	STATE AID REIMB. BREAKFAST	0.00	0.00	0.00	300.00	-300.00
<u>C 4190</u>	FEDERAL AID - LUNCH	0.00	0.00	0.00	209,963.00	-209,963.00
<u>C 4191</u>	FEDERAL AID - BREAKFAST	0.00	0.00	0.00	14,129.00	-14,129.00
	C Totals:	0.00	0.00	0.00	229,888.15	-229,888.15
CM 2401	SCHOLARSHIP FUND - INT & EARNINGS	0.00	0.00	0.00	0.02	-0.02

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Revenue Status Report From 7/1/2021 To 3/31/2022



Unearned Revenue	Revenue Earned	Revised Budget	Adjustments	Budget	Description	Account
-0.02	0.02	0.00	0.00	0.00	CM Totals:	
-5.77	5.77	0.00	0.00	0.00	INTEREST & EARNINGS	<u>F 2401</u>
-136,153.01	136,153.01	0.00	0.00	0.00	OTHER STATE AID	F 3289
-55,131.00	55,131.00	0.00	0.00	0.00	UPK GRANT - 2021-22 - 5870-22-9294	F 3289.01.22.5870
685,270.00	171,317.00	856,587.00	0.00	856,587.00	CRRSA-ESSER 2 - 03/13/20-09/30/23 - 5891-21- 1565	F 4289.00.21.5891
33,205.00	8,301.00	41,506.00	0.00	41,506.00	CRRSA-GEER 2 - 03/13/20-09/30/23 - 5896-21- 1565	F 4289.00.21.5896
270,154.00	70,002.00	340,156.00	0.00	340,156.00	SEC 611 - 0032-22-0433 - 2021-2022	F 4289.02.22.0032
12,911.00	3,227.00	16,138.00	0.00	16,138.00	SEC 619 - 0033-22-0433 - 2021-2022	F 4289.03.22.0033
-32,752.00	32,752.00	0.00	0.00	0.00	TITLE IA - 2021-22 - 0021-22-1565	F 4289.07.22.0021
-4,928.00	4,928.00	0.00	0.00	0.00	TITLE IIA - 2021-22 - 0147-22-1565	F 4289.08.22.0147
-4,181.00	4,181.00	0.00	0.00	0.00	TITLE IIIA ELL - 2021-22 - 0293-22-1565	F 4289.09.22.0293
-4,399.00	4,399.00	0,00	0.00	0.00	TITLE III-IMM 0149-21-1565 2020-2021	F 4289.10.21.0149
11,357.00	2,839.00	14,196.00	0.00	14,196.00	TITLE IV A - 2021-22 - 0204-22-1565	F 4289.13.22.0204
-44,103.00	44,103.00	0.00	0.00	0.00	TITLE I - 2021-22 - 0011-22-3144	F 4289.14.22.0011
1,276,808.00	141,867.00	1,418,675.00	0.00	1,418,675.00	ARP-ESSER - 2020-24 - 5880-21-1565	F 4289.80.21.5880
-20,000.00	20,000.00	0.00	0.00	0.00	ARP-ESSER STATE RESERVES- SUMMER LEARNING & ENRICHMENT - 2020-24 - 5882-21- 1565	F 4289.82.21.5882
80,002.00	20,000.00	100,002.00	100,002.00	0.00	ARP-ESSER STATE RESERVES- COMPREHENSIVE AFTER SCHOOL - 2020-24 - 5883-21-1565	F 4289.83.21.5883
399,997.00	99,999.00	499,996.00	499,996.00	0.00	ARP-ESSER STATE RESERVES- LEARNING LOSS - 2020-24 - 5884-21-1565	<u>F 4289.84.21.5884</u>
2,468,051.2	819, 204.78	3,287,256.00	599,998.00	2,667,256.00	F Totals:	
-1.6	1.63	0.00	0.00	0.00	INTEREST & EARNINGS	<u>H 2401</u>
613,000.0	0.00	613,000,00	613,000.00	0.00	STATE AIDE OTHER: DASNY GRANTS	H 3297.DAS.NY
-400,000.0	400,000.00	0.00	0.00	0.00	INTERFUND TRANSFER	<u>H 5031</u>
212,998.3	400,001.63	613,000.00	613,000.00	0.00	H Totals:	
-61.8	61.83	0.00	0.00	0.00	INTEREST & EARNINGS	<u>T 2401</u>
-61.8	61.83	0.00	0.00	0.00	T Totals:	



Revenue Status Report From 7/1/2021 To 3/31/2022

Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
TE 240.1	SCHOLARSHIP FUND - INT & EARNINGS	0.00	0.00	0.00	0.16	-0.16
	TE Totals:	0.00	0.00	0.00	0.16	-0.16
	Grand Totals:	34,174,913.00	1,297,044.55	35,471,957.55	30,900,937.17	4,571,020.38

Trial Balance Report From 7/1/2021 - 3/31/2022



Account	Description	Debits	Credits
4 200G	NY CLASS	102,456.30	0.00
200H	METROPOLITAN COMMERCIAL BANK	4,036,063.97	0.00
203	CASH CHECKING-CHASE	4,292,197.83	0.00
204	CASH CHECKING-CHASE - TA	386,512.32	0.00
204A	CASH STUDENT DEPOSIT	512.13	0.00
204B	CASH - NET PAYROLL	2,942.87	0.00
205	CASH - NET PAYROLL	2.44	0.00
250	TAXES RECEIVABLE	21,358,203.00	0.00
380	ACCOUNTS RECEIVABLE	14,124.50	0.00
391C	DUE FROM CAFETERIA FUND	70,000.00	0.00
391F	DUE FROM FEDERAL FUND	692,727.08	0.00
391H	DUE FROM CAPITAL FUND	80,000.00	0.00
410	STATE AID RECEIVABLE	69,123.01	0.00
440	DUE FROM OTHER GOVTS	2,738.89	0.00
510	ESTIMATED REVENUES	31,571,701.55	0.00
521	ENCUMBRANCES	8,245,733.28	0.00
522	APPROPRIATION EXPENSES	19,655,752.32	0.00
599	APPROPRIATED FUND BAL	374,794.40	0.00
600	ACCOUNTS PAYABLE	0.00	10,584.43
601FICA	ACCRUED LIABILITY - EMPLOYER FICA COVID-19	0.00	336,129.13
630	DUE TO OTHER FUNDS	0.00	642.93
630C	DUE TO CAFETERIA FUND	0.00	120,043.06
630H	DUE TO CAPITAL FUND	0.00	443,466.49
631	DUE TO HIGH SCHOOL DIST	0.00	11,113,841.72
632	DUE TO TEACHERS RETIREMT	0.00	82,793.16
688.3	OTHER LIABILITIES/AFLAC - SUPP. INSURANCE	0.00	485.98
691	DEFERRED REVENUE	0.00	14,124.50
695	DEFERRED TAXES - RESERVE FOR EXCESS TAX LEVY	0.00	296,523.98
718	STATE RETIREMENT	0.00	3,292.81
718.1	STATE RETIREMENT - ERS LOAN	0.00	1,348.00
720.1	GROUP INSURANCE - HOSPITALIZATION	0.00	4,031.79
815	RESERVE FOR UNEMPLOYMENT	0.00	23,247.62
821	RESERVE FOR ENCUMBRANCES	0.00	8,245,733.28
827	RESERVE FOR STATE AND LOCAL RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	3,427,621.54
828	RESERVE FOR TEACHERS' RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	535,074.00
867	RES FOR ACCR LIAB & EMP BENE	0.00	1,227,324.70
878	CAPITAL RESERVE	0.00	2,024,700.51
909	FUND BALANCE	0.00	1,346,299.71
910	APPROPRIATED FUND BALANCE	0.00	300,000.00
960	APPROPRIATIONS	0.00	31,946,495.95
980	REVENUES	0.00	29,451,780.60
	A Fund Totals:	90,955,585.89	90,955,585.89
203	CASH CHECKING-CHASE	4,499.43	0.00
391	DUE FROM GENERAL FUND	118,191.06	0.00

Trial Balance Report From 7/1/2021 - 3/31/2022



Account	Description	Debits	Credite
521	ENCUMBRANCES	148,741.51	0.00
522	EXPENDITURES	200,473.93	0.00
599	APPROPRIATED FUND BALANCE	355,000.00	0.00
C 600	ACCOUNTS PAYABLE	0.00	97.00
C 630	DUE TO OTHER FUNDS	0.00	70,000.00
691	DEFERRED REVENUE	0.00	23,179.27
C 821	RESERVE FOR ENCUMBRANCES	0.00	148,741.51
C 960	APPROPRIATIONS	0.00	355,000.00
C 980	REVENUES	0.00	229,888.15
	C Fund Totals:	826,905.93	826,905.93
CM 200.1	CASH - SCHOLARSHIP CHECKING	0.02	0.00
CM 980	Revenues	0.00	0.02
	CM Fund Totals:	0.02	0.02
203	CASH CHECKING-CHASE	0.00	30,245.22
410	STATE & FEDERAL AID RECEIVABLE	5 2 ,341.13	0.00
510	ESTIMATED REVENUE	3,287,256.00	0.00
521	ENCUMBRANCES	693,312.14	0,00
522	EXPENDITURES	1,489,994.95	0.00
599	APPROPRIATED FUND BALANCE	952,074.28	0.00
600	ACCOUNTS PAYABLE	0.00	159.00
630	DUE TO GENERAL FUND	0.00	692,727.08
821	RESERVE FOR ENCUMBRANCES	0.00	693,312.14
960	APPROPRIATIONS	0.00	4,239,330.28
980	REVENUES	0.00	819,204.78
	F Fund Totals:	6,474,978.50	6,474,978.50
203	CASH CHECKING-CHASE	5,092.21	0.00
391	DUE FROM GENERAL FUND	443,466.49	0.00
410	STATE & FEDERAL AID RECEIVABLE	94,877.08	0.00
510	ESTIMATED REVENUE	613,000.00	0.00
521	ENCUMBRANCES	356,462.03	0.00
522	EXPENDITURES	284,462.88	0.00
599	APPROPRIATED FUND BALANCE	952,707.69	0.00
630	DUE TO GENERAL FUND	0.00	80,000.00
821	RESERVE FOR ENCUMBRANCES	0.00	356,462.03
909	FUND BALANCE, UNRESERVED	0.00	347,897.03
960	APPROPRIATIONS	0.00	1,565,707.69
980	REVENUES	0.00	400,001.63
	H Fund Totals:	2,750,068.38	2,750,068.38
170	DEPCARE	0.00	1,892.50
171	HEALTH CARE/FLEX	1,892.50	0.00
203	CASH CHECKING-CHASE	0.00	184.93
203A	CASH STUDENT DEPOSIT	0.05	0.00
205	T&A HOSPITALIZATION	231.90	0.00
2940	FRANKLIN U.S. GOVERNMENT SEC.	0.00	400.00
2990	USAA LIFE	400.00	0.00
2990 903	USAA LIFE CASH - NET PAYROLL	400.00	0.00





Account	Description	Debits	Credits
T 980 ·	REVENUES - INTEREST	0.00	61.83
	T Fund Totals:	2,539.26	2,539.26
E 201	SCHOLARSHIP- Cash in Checking	516.01	0.00
E 391	Due From Other Funds	642.93	0.00
E 909	Fund Balance, Unreserved	49.68	0.00
E 920	ENDOWMENTS, SCHOLARSHIPS & GIFTS	0.00	610.22
E 921	ARLENE LEWIS MEMORIAL FUND	0.00	400.00
E 922	Gift - Scholarship American	0,00	198.24
E 980	Revenues	0.00	0.16
	TE Fund Totals:	1,208.62	1,208.62
	Grand Totals:	101,011,286.60	101,011,286.60