

# MINUTES

## BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

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BUSINESS MEETING

WILLIAM L. BUCK SCHOOL  
September 22, 2021

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

Others Present: Superintendent Don Sturz, Assistant Superintendent Jack Mitchell, Dr. Lisa Conte, Principals Joann Gaddy and Dr. Comis, School District Attorney, Director of Pupil Services Dr. Richard Mueller and Director of Technology Mark Onorato. Also in attendance were some Valley Stream 24 residents.

Absent With Prior Notice: None

### I. CALL TO ORDER

The Business Meeting 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 7:32 PM was made by Trustee Hernandez seconded by Vice President Maier. Motion unanimously carried.

The Business Meeting was reconvened at 7:33 PM, at the William L. Buck School by President Pellicane.

## **II. 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 August 18, 2021, and September 9, 2021. Motion unanimously carried.

Correspondence Report from the District Clerk: In the past month, the district clerk received several emails and three FOIL requests from Valley Stream 24 resident, Ms. Arroyo.

Superintendents Report: Welcomed all in attendance.

Dr. Sturz opened the meeting by saying that we had a very successful School opening even with COVID-19 still here and that we all must continue to do our part. Dr. Sturz spoke about the district's DEI initiative and the virtual DEI Forums planned for staff and parents in October. Dr. Sturz closed the meeting by saying that Meet the Teacher night was virtual again this year and thanked parents for the great turnout.

President Pellicane thanked the Board of Education's outgoing President, Kimberly Wheeler.

## **VII. LIST OF ITEMS FOR ACTION:**

### **A. PERSONNEL – MARKUS WILSON**

Motion made by Trustee Wilson, seconded by Trustee Wheeler to move items A.1 – A. 7 as listed. Motion unanimously carried.

**1. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Alejandra Chiriboga as a School Monitor Part-time, effective August 30, 2021.

**2. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Lizbeth Cespedes as a School Monitor Part-time, effective August 30, 2021.

**3. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Jonobria Farley-Hayes as a School Monitor Part-time, effective August 30, 2021.

**4. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the following Salary Changes, effective September 1, 2021:

Jessica Anastasio      Step 6   MA + 60

Linda Biley              Step 18   MA+ 45

Kathleen Carter        Step 5.5   MA+30

**5. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Mary Cubas as a School Monitor Part-time, effective September 23, 2021. Compensation for this appointment will be at Step 1 in accordance with the agreement between the District and the United Public Service Employees Union (UPSEU).

**6. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Rakhi Ghosh as a School Monitor Part-time, effective September 23, 2021. Compensation for this appointment will be at Step 1 in accordance with the agreement between the District and the United Public Service Employees Union (UPSEU).

**7. 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:

**SUBSTITUTE TEACHER AIDES/MONITORS PART-TIME:**

Billy Ray Casseus

**B. EDUCATION – MELISSA HERRERA**

Motion made by Trustee Herrera, seconded by Trustee Hernandez, 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 Pre-School Special Education previously approved by the Committee on Pre-School Special Education on 8/4/21, 8/6/21, 8/10/21, 8/11/21, 8/11/21, 8/11/21, 8/11/21, 8/19/21 and 8/19/21, pertaining to students being considered for pre-school special education services as set forth in a schedule provided to the Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Committee on Pre-School Special Education.

**2. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Committee on Special Education previously approved by the Committee on Special Education on 8/6/21, 8/6/21, 8/6/21, 8/19/21, 8/19/21, 8/25/21 8/26/21, 8/26/21 and 8/27/21, pertaining to students being considered for special education services as set forth in a schedule provided to the Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Committee on Special Education.

### **C. FINANCE – MR. JOHN MAIER**

Motion made by Vice-President Maier, seconded by Trustee Wheeler, 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 July 2021.

## **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** – Vice-President Maier – Reported that there will be two meetings coming up, October 5<sup>th</sup> and October 12, 2021.

**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:** Correspondence from Trustee LaRocco in regard to the Diwali Holiday

**X. NEW BUSINESS:**

Motion made by Trustee Hernandez, seconded by Vice President Maier, to move items 1 – 21 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 Lawrence Public School for student health and welfare services for 2020-2021.

**BE IT FURTHER RESOLVED** that the Board of Education hereby authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

**2. WHEREAS**, the Individuals with Disabilities Education Act (“IDEA”) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

**WHEREAS** it is necessary for the District and an approved special education program to enter into agreements to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2021-2022 program year; and

**WHEREAS**, the following programs are approved special education programs registered with the State Education Department and are authorized to establish, conduct, operate and maintain an educational program for school-aged children placed in such program for the provision of special education services consistent with the IDEA:

- -Board of Cooperative Services of Nassau (BOCES)
- -Brookville Center for Children's Services
- -Hebrew Academy for Special Children (HASC)
- -Henry Viscardi School
- -Kidz Therapy Services, LLC
- -Martin De Porress School for Exceptional Children, Inc.
- -QSAC, Inc
- -Tiegerman School
- -The Hagedorn Little Village School
- -United Cerebral Palsy Association of Nassau County, Inc.
- -Variety Child Learning Center

**WHEREAS** each above listed ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Education of the Valley Stream Union Free School District #24 hereby approves the Agreements between the District and the listed programs above to facilitate the sub-allocation of federal IDEA flow-through funds in connection with the IDEA Part B, Section 611 and Section 619 for the 2020-2021 program year in the form of agreements attached hereto;

**BE IT FURTHER RESOLVED** that the President of the Board of Education is hereby authorized to execute the necessary documents to effectuate said Agreements with each of the above listed entities/programs on behalf of the Board of Education.

**3. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the recommendation from H2M

Architects for the award of bid for District-Wide Exterior Door Replacements, to C&M Door Controls, Inc. of Port Reading, New Jersey, for the total bid amount of \$561,610.

Contract G1 - William L. Buck Elementary School, SED No. 28-02-24-02-0-001-025

Contract G2 - Robert W. Carbonaro School, SED No. 28-02-24-02-0-004-027

Contract G3 - Brooklyn Avenue School, SED No. 28-02-24-02-0-002-026

**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 2020-2021 School year:

<b>BUDGET TRANSFER FOR BOARD APPROVAL</b>			
<b>DATE: September 22, 2021</b>			
<b>CODE</b>	<b>DESCRIPTION</b>	<b>FROM</b>	<b>TO</b>
A2250.151	Inclusion Teacher Salaries	\$ 327,504.54	
A2110.12	Teachers 1-6 Salaries	\$ 33,762.01	
A1240.15	Central Admin Salary		\$ 5,737.50
A 2020.16	Buildg Office Salaries		\$ 25,000.00
A 2110.14	Sub Teachers Salaries		\$ 10,677.50
A 2110.16	LCH/CRM/CPY Aides		\$ 18,832.12
A 9010.8	Employee Retirement		\$ 12,688.01
A 9089.15	Accum Leave		\$ 209,027.17
A 9901.93	Transfer To School Food		\$ 43,209.28
A 9950.9	Interfund Transfer		\$ 36,094.97
<b>Transfers needed to reconcile Negative Balances for the 2020-21 School Year.</b>			
<b>TOTALS</b>		<b>\$ 361,266.55</b>	<b>\$ 361,266.55</b>

**5. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Access 7 – related services and evaluations for the 2021-2022 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement, subject to final review and approval by district counsel.

**6. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Achieve Beyond - related services and evaluations for the 2021-2022 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement, subject to final review and approval by district counsel.

**7. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with All About Kids - related services and evaluations for the 2021-2022 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement, subject to final review and approval by district counsel.

**8. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Blue Sea Consulting - related services and evaluations for the 2021-2022 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement, subject to final review and approval by district counsel.

**9. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Kids First - related services and evaluations for the 2021-2022 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement, subject to final review and approval by district counsel.

**10. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Kids Learning Loft - related services for the 2021-2022 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement, subject to final review and approval by district counsel.

**11. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with LI Neurological Consultants - evaluations for the 2021-2022 school year, and further authorizes the President of the Board of Education to



execute the necessary documents to effectuate said Agreement, subject to final review and approval by district counsel.

**12. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Marion K. Salomon and Associates (MKSA) – related services and evaluations for the 2021-2022 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement, subject to final review and approval by district counsel.

**13. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Merrick Union Free School District – possible placement for the 2021-2022 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement, subject to final review and approval by district counsel.

**14. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Trusting Hands Homecare Agency for the 2021-2022 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement, subject to final review and approval by district counsel.

**15. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Dr. Sepideh Homayoonfar, Psy.D. - evaluations for the 2021-2022 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement, subject to final review and approval by district counsel.

**16. BE IT RESOLVED** that the Board of Education hereby approves an agreement with ATC Testing and Screening Services LLC and the Valley Stream Union Free School District 24 related to COVID-19 testing; and

**BE IT FURTHER RESOLVED** that the Board of Education authorizes the Superintendent (or his designee) to execute said agreement on its behalf.

**17. BE IT RESOLVED** that the Board of Education hereby adopts the District's paybooks listed below authorizing salaries for the 2021-2022 school year:

# 5 – School Monitors

# 7 – Other Civil Service Employees

**18. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the following:

- The allocation of funds to the Unassigned Fund Balance in an amount that is \$1,271,506.20, 4% of the 2021-2022 Budget
- The use of from the EBALR Reserve for 2020-2021 accumulated sick leave payouts \$209,027.11.
- Allocate the balance of available funds \$287,000 to the TRS reserve
- Allocate the balance of available funds \$868,152 to the Capital Reserve
- Allocate the balance of available funds \$495,203.53 to the ERS Reserve
- Allocate the balance of available funds \$476,250 to the EBALR reserve

**19. BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Valley Stream UFSD #24 Board of Education hereby appropriates \$36,094.97 from Fund balance to the Capital Fund for soft costs related to Capital Project spending.

**20. WHEREAS**, the Valley Stream Union Free School District #24 (“District”) and We Transport, Inc., were parties to one or more Transportation Agreement(s) covering the period of July 1, 2019, through June 30, 2020; and

**WHEREAS**, on March 11, 2020, the World Health Organization declared COVID-19 a global pandemic and, in an effort to protect the health and welfare of its students and their families, the Governor of the State of New York issued Executive Orders requiring that schools be closed beginning on March 18, 2020, through June 30, 2020 (“Closure”) during which time students were not transported and the District did not pay We Transport, Inc.; and

**WHEREAS** We Transport, Inc., commenced an action against the District entitled *We Transport, Inc. v. Valley Stream Union Free School District #24*, Nassau County Index No. 612396/2020, in the Supreme Court of the State of New York in the County of Nassau by filing a Summons and Complaint dated November 3, 2020 (the “Action”), alleging breach of contract and/or related claims against the District in connection with the Transportation Agreement(s); and

**WHEREAS**, the District denies any wrongdoing and denies the right of We Transport, Inc., to enforce the Transportation Agreement(s) or to recover any payment thereunder from the District under these circumstances; and

**WHEREAS**, in recognition of the uncertainties of litigation and other considerations, We Transport, Inc., and the District desire to resolve the matter amicably and without the necessity of continued litigation and without any admission or concession of liability;

**NOW THEREFORE, BE IT HEREBY RESOLVED**, that the District's Board of Education approves the of Settlement Agreement between the District and We Transport, Inc., under which We Transport, Inc., has agreed to accept and the District has agreed to pay the sum of \$10,318.61, which represents 20 percent of the total amount sought in the Action, in full settlement of We Transport, Inc.'s claims for the months of April of 2020 through June of 2020 and in exchange for a release and a discontinuance of the Action; and be it further

**RESOLVED**, that the Board hereby authorizes the Board President to execute the Settlement Agreement on behalf of the Board.

**21. WHEREAS**, the Valley Stream Union Free School District #24 ("District") and VTC Bus Corp. were parties to one or more Transportation Agreement(s) covering the period of July 1, 2019 through June 30, 2020; and

**WHEREAS**, on March 11, 2020, the World Health Organization declared COVID-19 a global pandemic and, in an effort to protect the health and welfare of its students and their families, the Governor of the State of New York issued Executive Orders requiring that schools be closed beginning on March 18, 2020 through June 30, 2020 ("Closure") during which time students were not transported and the District did not pay VTC Bus Corp.; and

**WHEREAS** VTC Bus Corp. commenced an action against the District entitled *VTC Bus Corp. v. Valley Stream Union Free School District #24*, Nassau County Index No. 612396/2020, in the Supreme Court of the State of New York in the County of Nassau by filing a Summons and Complaint dated November 3, 2020 (the "Action"), alleging breach of contract and/or related claims against the District in connection with the Transportation Agreement(s); and

**WHEREAS** the DISTRICT denies any wrongdoing and denies the right of VTC Bus Corp. to enforce the Transportation Agreement(s) or to recover any payment thereunder from the District under these circumstances; and

**WHEREAS**, in recognition of the uncertainties of litigation and other considerations, VTC Bus Corp. and the District desire to resolve the matter amicably and without the necessity of continued litigation and without any admission or concession of liability;

**NOW THEREFORE, BE IT HEREBY RESOLVED**, that the District's Board of Education approves the Settlement Agreement between the District and VTC Bus Corp., under which VTC Bus Corp. has agreed to accept and the District has agreed to pay the sum of \$3,298.40, which represents 20 percent of the total amount sought in the Action, in full settlement of VTC Bus Corp.'s claims for the months of April of 2020 through June of 2020 and in exchange for a release and a discontinuance of the Action; and be it further

**RESOLVED**, that the Board hereby authorizes the Board President to execute the Settlement Agreement on behalf of the Board.

#### **XI. DISCUSSION**

#### **XII. AUDIENCE TO VISITORS**

A Valley Stream 24 resident spoke about Hispanic Heritage Month.

#### **XIII. ADJOURNMENT**

Motion to adjourn the Business Meeting at 7:50 PM was made by Vice President Maier, seconded by Trustee Hernandez. Motion unanimously carried.

Respectfully Submitted,

*Jennifer Biscardi*

Jennifer Biscardi  
District Clerk