

EXTRA CLASSROOM ACTIVITY FUND

END OF MONTH REPORT JUL 2023
RESPECTFULLY SUBMITTED TO THE HAUPPAUGE

BOARD OF EDUCATION BY:



HEATHER TISMAN



WHIPORWILL SCHOOL

General Ledger Report

From Date: 7/1/2023
To Date: 07/31/2023

Financial Report
JULY CLUB TOTALS
Activity Accounts

From Acct: 1
To Acct: 999999

Acct	Account Name	Beg. Bal.	Recpt / JV	Disb / JV	Transfers	End. Bal.	YTD Payables	Work Bal
1	Accounting Club	\$4,184.43	\$0.00	\$0.00	\$0.00	\$4,184.43	\$0.00	\$4,184.43
2	Admininstration	\$0.00	\$475.79	\$0.00	\$0.00	\$475.79	\$0.00	\$475.79
3	Aquila (HS year book)	\$1,802.68	\$0.00	\$0.00	\$0.00	\$1,802.68	\$0.00	\$1,802.68
4	Art Club	\$404.68	\$0.00	\$0.00	\$0.00	\$404.68	\$0.00	\$404.68
6	Bowling Club	\$974.60	\$0.00	\$0.00	\$0.00	\$974.60	\$0.00	\$974.60
8	Boys Varsity Soccer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Bretton woods GO	\$12,793.69	\$0.00	\$0.00	\$0.00	\$12,793.69	\$0.00	\$12,793.69
12	Bretton Woods Field Trip	\$2,646.17	\$0.00	\$0.00	\$0.00	\$2,646.17	\$0.00	\$2,646.17
13	Cheerleading Club	\$15,027.02	\$0.00	\$0.00	\$0.00	\$15,027.02	\$0.00	\$15,027.02
18	DECA	\$5,470.91	\$0.00	\$0.00	\$0.00	\$5,470.91	\$0.00	\$5,470.91
19	Drama Club	\$6,300.41	\$0.00	\$0.00	\$0.00	\$6,300.41	\$0.00	\$6,300.41
20	Eagles Nest	\$2,348.08	\$0.00	\$0.00	\$0.00	\$2,348.08	\$0.00	\$2,348.08
21	Forest Brook Field Trip	\$4,297.40	\$0.00	\$0.00	\$0.00	\$4,297.40	\$0.00	\$4,297.40
23	French Honor Society	\$3,131.07	\$0.00	\$0.00	\$0.00	\$3,131.07	\$0.00	\$3,131.07
24	Girls Varsity Basketball	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	German Honor Society	\$882.01	\$0.00	\$50.00	\$0.00	\$882.01	\$0.00	\$882.01
26	Girls Varsity Soccer	\$15,829.95	\$0.00	\$0.00	\$0.00	\$15,829.95	\$0.00	\$15,829.95
28	Girls Varsity Softball	\$1,882.49	\$0.00	\$0.00	\$0.00	\$1,882.49	\$0.00	\$1,882.49
32	High School Band	\$3,935.62	\$0.00	\$0.00	\$0.00	\$3,935.62	\$0.00	\$3,935.62
33	HiHo /MS service Club	\$515.72	\$0.00	\$0.00	\$0.00	\$515.72	\$0.00	\$515.72
35	Homecoming club	\$10,284.42	\$0.00	\$0.00	\$0.00	\$10,284.42	\$0.00	\$10,284.42
37	High School Tech Club	\$171.56	\$0.00	\$0.00	\$0.00	\$171.56	\$0.00	\$171.56
38	Ignition	\$892.35	\$0.00	\$0.00	\$0.00	\$892.35	\$0.00	\$892.35
39	Interact Club	\$2,044.54	\$0.00	\$0.00	\$0.00	\$2,044.54	\$0.00	\$2,044.54
40	Middle School G.O.	\$6,153.55	\$0.00	\$0.00	\$0.00	\$6,153.55	\$0.00	\$6,153.55
41	Middle School Yearbook	\$1,841.11	\$0.00	\$0.00	\$0.00	\$1,841.11	\$0.00	\$1,841.11
45	Music Club	\$1,477.69	\$0.00	\$0.00	\$0.00	\$1,477.69	\$0.00	\$1,477.69
46	Nat. Jr. Honor Society	\$1,090.98	\$0.00	\$0.00	\$0.00	\$1,090.98	\$0.00	\$1,090.98
47	National Honor Society	\$5,065.04	\$0.00	\$0.00	\$0.00	\$5,065.04	\$0.00	\$5,065.04
48	Natural Helpers	\$5,424.49	\$0.00	\$0.00	\$0.00	\$5,424.49	\$0.00	\$5,424.49
51	Pines Field Trip Club	\$17,690.36	\$0.00	\$0.00	\$0.00	\$17,690.36	\$0.00	\$17,690.36
52	Pines GO	\$23,868.31	\$0.00	\$0.00	\$0.00	\$23,868.31	\$0.00	\$23,868.31
54	Social Awareness Club	\$1,413.71	\$0.00	\$0.00	\$0.00	\$1,413.71	\$0.00	\$1,413.71
55	Spanish Honor Society	\$1,317.89	\$0.00	\$0.00	\$0.00	\$1,317.89	\$0.00	\$1,317.89
60	Student Council (HS)	\$12,012.52	\$0.00	\$0.00	\$0.00	\$12,012.52	\$0.00	\$12,012.52
61	TRI-M Club	\$4,110.20	\$0.00	\$0.00	\$0.00	\$4,110.20	\$0.00	\$4,110.20
62	Varsity Club	\$6,784.01	\$0.00	\$0.00	\$0.00	\$6,784.01	\$0.00	\$6,784.01
68	History Club	\$529.13	\$0.00	\$0.00	\$0.00	\$529.13	\$0.00	\$529.13
70	Science Olympiad	\$438.91	\$0.00	\$0.00	\$0.00	\$438.91	\$0.00	\$438.91
73	Best Buddies	\$49.61	\$0.00	\$0.00	\$0.00	\$49.61	\$0.00	\$49.61
75	MS Best Buddies	\$89.34	\$0.00	\$0.00	\$0.00	\$89.34	\$0.00	\$89.34
76	Kickline	\$1,518.70	\$0.00	\$0.00	\$0.00	\$1,518.70	\$0.00	\$1,518.70
77	Gay Straight Alliance	\$640.04	\$0.00	\$0.00	\$0.00	\$640.04	\$0.00	\$640.04
81	Forrest Brook G.O	\$2,053.58	\$0.00	\$0.00	\$0.00	\$2,053.58	\$0.00	\$2,053.58
82	Chess Club	\$84.20	\$0.00	\$0.00	\$0.00	\$84.20	\$0.00	\$84.20
85	Robotics	\$22,121.62	\$0.00	\$0.00	\$0.00	\$22,121.62	\$0.00	\$22,121.62
87	Model Un	\$101.44	\$0.00	\$0.00	\$0.00	\$101.44	\$0.00	\$101.44
89	Class of 2023	\$1,864.04	\$0.00	\$0.00	\$0.00	\$1,864.04	\$0.00	\$1,864.04
90	Class Of 2024	\$6,846.40	\$0.00	\$0.00	\$0.00	\$6,846.40	\$0.00	\$6,846.40
91	Quiz Bowl	\$428.90	\$0.00	\$0.00	\$0.00	\$428.90	\$0.00	\$428.90
92	Science Club	\$1,918.75	\$0.00	\$0.00	\$0.00	\$1,918.75	\$0.00	\$1,918.75

WHIPORWILL SCHOOOL

General Ledger Report

Financial Report

JULY CLUB TOTALS

Activity Accounts

From Date: 7/1/2023
To Date: 07/31/2023

From Acct: 1
To Acct: 999999

Acct	Account Name	Beg. Bal.	Recpt / JV	Disb / JV	Transfers	End. Bal.	YTD Payables	Work Bal
93	Class Of 2025	\$2,053.02	\$0.00	\$0.00	\$0.00	\$2,053.02	\$0.00	\$2,053.02
94	Math Honor Society	\$787.50	\$0.00	\$0.00	\$0.00	\$787.50	\$0.00	\$787.50
95	Class of 2026	\$1,458.20	\$0.00	\$0.00	\$0.00	\$1,458.20	\$0.00	\$1,458.20
96	English Honor Society	\$1,570.00	\$0.00	\$0.00	\$0.00	\$1,570.00	\$0.00	\$1,570.00
97	college & Career explorat	\$9,363.24	\$3,275.00	\$(4,895.14)	\$0.00	\$7,743.10	\$0.00	\$7,743.10
98	the Eagles Pantry	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	\$0.00	\$400.00
Activity Accounts Grand Total		\$238,336.28	\$3,750.79	\$(4,845.14)	\$0.00	\$237,241.93	\$0.00	\$237,241.93

GL Accounts

GL Acct	Begin Bal	Recpt / JV	Disb / JV	Transfers	End Bal	YTD Payables	Work Bal
990 Petty Cash	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
991 Cash On Hand	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
992 Checking	\$160,708.00	\$3,599.16	\$(4,845.14)	\$0.00	\$159,462.02	\$0.00	\$159,462.02
993 Savings	\$77,628.28	\$151.63	\$0.00	\$0.00	\$77,779.91	\$0.00	\$77,779.91
994 Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Ledger Grand Total	\$238,336.28	\$3,750.79	\$(4,845.14)	\$0.00	\$237,241.93	\$0.00	\$237,241.93

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

ECAF Treasurer: [Signature] Date: 9/12/23
District Treasurer: [Signature] Date: 9/13/23

EXTRA CLASSROOM ACTIVITY FUND

END OF MONTH REPORT AUG 2023
RESPECTFULLY SUBMITTED TO THE HAUPPAUGE

BOARD OF EDUCATION BY:


HEATHER TISMAN



WHIPORWILL SCHOOOL

General Ledger Report

Financial Report

AUGUST CLUB TOTALS

Activity Accounts

From Date: 8/1/2023
To Date: 08/31/2023

From Acct: 1
To Acct: 999999

Acct	Account Name	Beg. Bal.	Recpt / JV	Disb / JV	Transfers	End. Bal.	YTD Payables	Work Bal
1	Accounting Club	\$4,184.43	\$0.00	\$0.00	\$0.00	\$4,184.43	\$0.00	\$4,184.43
2	Admininstration	\$475.79	\$507.79	\$0.00	\$0.00	\$983.58	\$0.00	\$983.58
3	Aquilla (HS year book)	\$1,802.68	\$0.00	\$0.00	\$0.00	\$1,802.68	\$0.00	\$1,802.68
4	Art Club	\$404.68	\$0.00	\$0.00	\$0.00	\$404.68	\$0.00	\$404.68
6	Bowling Club	\$974.60	\$0.00	\$0.00	\$0.00	\$974.60	\$0.00	\$974.60
8	Boys Varsity Soccer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Bretton woods GO	\$12,793.69	\$0.00	\$0.00	\$0.00	\$12,793.69	\$0.00	\$12,793.69
12	Bretton Woods Field Trip	\$2,646.17	\$0.00	\$(735.84)	\$0.00	\$1,910.33	\$0.00	\$1,910.33
13	Cheerleading Club	\$15,027.02	\$0.00	\$0.00	\$0.00	\$15,027.02	\$0.00	\$15,027.02
18	DECA	\$5,470.91	\$0.00	\$0.00	\$0.00	\$5,470.91	\$0.00	\$5,470.91
19	Drama Club	\$6,300.41	\$0.00	\$0.00	\$0.00	\$6,300.41	\$0.00	\$6,300.41
20	Eagles Nest	\$2,348.08	\$0.00	\$0.00	\$0.00	\$2,348.08	\$0.00	\$2,348.08
21	Forest Brook Field Trip	\$4,297.40	\$0.00	\$0.00	\$0.00	\$4,297.40	\$0.00	\$4,297.40
23	French Honor Society	\$3,131.07	\$0.00	\$0.00	\$0.00	\$3,131.07	\$0.00	\$3,131.07
24	Girls Varsity Basketball	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	German Honor Society	\$882.01	\$0.00	\$0.00	\$0.00	\$882.01	\$0.00	\$882.01
26	Girls Varsity Soccer	\$15,829.95	\$0.00	\$0.00	\$0.00	\$15,829.95	\$0.00	\$15,829.95
28	Girls Varsity Softball	\$1,882.49	\$0.00	\$0.00	\$0.00	\$1,882.49	\$0.00	\$1,882.49
32	High School Band	\$3,935.62	\$0.00	\$0.00	\$0.00	\$3,935.62	\$0.00	\$3,935.62
33	HiHo /MS service Club	\$515.72	\$0.00	\$0.00	\$0.00	\$515.72	\$0.00	\$515.72
35	Homecoming club	\$10,284.42	\$3,387.93	\$(391.05)	\$0.00	\$13,281.30	\$0.00	\$13,281.30
37	High School Tech Club	\$171.56	\$0.00	\$0.00	\$0.00	\$171.56	\$0.00	\$171.56
38	Ignition	\$892.35	\$0.00	\$0.00	\$0.00	\$892.35	\$0.00	\$892.35
39	Interact Club	\$2,044.54	\$0.00	\$0.00	\$0.00	\$2,044.54	\$0.00	\$2,044.54
40	Middle School G.O.	\$6,153.55	\$0.00	\$0.00	\$0.00	\$6,153.55	\$0.00	\$6,153.55
41	Middle School Yearbook	\$1,841.11	\$0.00	\$0.00	\$0.00	\$1,841.11	\$0.00	\$1,841.11
45	Music Club	\$1,477.69	\$0.00	\$0.00	\$0.00	\$1,477.69	\$0.00	\$1,477.69
46	Nat. Jr. Honor Society	\$1,090.98	\$0.00	\$0.00	\$0.00	\$1,090.98	\$0.00	\$1,090.98
47	National Honor Society	\$5,065.04	\$0.00	\$0.00	\$0.00	\$5,065.04	\$0.00	\$5,065.04
48	Natural Helpers	\$5,424.49	\$0.00	\$0.00	\$0.00	\$5,424.49	\$0.00	\$5,424.49
51	Pines Field Trip Club	\$17,690.36	\$0.00	\$(1,753.49)	\$0.00	\$15,936.87	\$0.00	\$15,936.87
52	Pines GO	\$23,868.31	\$0.00	\$0.00	\$0.00	\$23,868.31	\$0.00	\$23,868.31
54	Social Awareness Club	\$1,413.71	\$0.00	\$0.00	\$0.00	\$1,413.71	\$0.00	\$1,413.71
55	Spanish Honor Society	\$1,317.89	\$0.00	\$0.00	\$0.00	\$1,317.89	\$0.00	\$1,317.89
60	Student Council (HS)	\$12,012.52	\$0.00	\$0.00	\$0.00	\$12,012.52	\$0.00	\$12,012.52
61	TRI-M Club	\$4,110.20	\$0.00	\$0.00	\$0.00	\$4,110.20	\$0.00	\$4,110.20
62	Varsity Club	\$6,784.01	\$0.00	\$0.00	\$0.00	\$6,784.01	\$0.00	\$6,784.01
68	History Club	\$529.13	\$0.00	\$0.00	\$0.00	\$529.13	\$0.00	\$529.13
70	Science Olympiad	\$438.91	\$0.00	\$0.00	\$0.00	\$438.91	\$0.00	\$438.91
73	Best Buddies	\$49.61	\$0.00	\$0.00	\$0.00	\$49.61	\$0.00	\$49.61
75	MS Best Buddies	\$89.34	\$0.00	\$0.00	\$0.00	\$89.34	\$0.00	\$89.34
76	Kickline	\$1,518.70	\$0.00	\$0.00	\$0.00	\$1,518.70	\$0.00	\$1,518.70
77	Gay Straight Alliance	\$640.04	\$0.00	\$0.00	\$0.00	\$640.04	\$0.00	\$640.04
81	Forrest Brook G.O	\$2,053.58	\$0.00	\$0.00	\$0.00	\$2,053.58	\$0.00	\$2,053.58
82	Chess Club	\$84.20	\$0.00	\$0.00	\$0.00	\$84.20	\$0.00	\$84.20
85	Robotics	\$22,121.62	\$0.00	\$0.00	\$0.00	\$22,121.62	\$0.00	\$22,121.62
87	Model Un	\$101.44	\$0.00	\$0.00	\$0.00	\$101.44	\$0.00	\$101.44
89	Class of 2023	\$1,864.04	\$0.00	\$0.00	\$0.00	\$1,864.04	\$0.00	\$1,864.04
90	Class Of 2024	\$6,846.40	\$0.00	\$0.00	\$0.00	\$6,846.40	\$0.00	\$6,846.40
91	Quiz Bowl	\$428.90	\$0.00	\$0.00	\$0.00	\$428.90	\$0.00	\$428.90
92	Science Club	\$1,918.75	\$0.00	\$0.00	\$0.00	\$1,918.75	\$0.00	\$1,918.75

WHIPORWILL SCHOOOL

General Ledger Report

Financial Report

AUGUST CLUB TOTALS

Activity Accounts

From Date: 8/1/2023
To Date: 08/31/2023

From Acct: 1
To Acct: 999999

Acct	Account Name	Beg. Bal.	Recpt / JV	Disb / JV	Transfers	End. Bal.	YTD Payables	Work Bal
93	Class Of 2025	\$2,053.02	\$0.00	\$0.00	\$0.00	\$2,053.02	\$0.00	\$2,053.02
94	Math Honor Society	\$787.50	\$0.00	\$0.00	\$0.00	\$787.50	\$0.00	\$787.50
95	Class of 2026	\$1,458.20	\$0.00	\$0.00	\$0.00	\$1,458.20	\$0.00	\$1,458.20
96	English Honor Society	\$1,570.00	\$0.00	\$0.00	\$0.00	\$1,570.00	\$0.00	\$1,570.00
97	college & Career explorat	\$7,743.10	\$0.00	\$(5,151.83)	\$0.00	\$2,591.27	\$0.00	\$2,591.27
98	the Eagles Pantry	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	\$0.00	\$400.00
Activity Accounts Grand Total		\$237,241.93	\$3,895.72	\$(8,032.21)	\$0.00	\$233,105.44	\$0.00	\$233,105.44

GL Accounts

GL Acct	Begin Bal	Recpt / JV	Disb / JV	Transfers	End Bal	YTD Payables	Work Bal
990 Petty Cash	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
991 Cash On Hand	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
992 Checking	\$159,462.02	\$3,730.58	\$(8,032.21)	\$0.00	\$155,160.39	\$0.00	\$155,160.39
993 Savings	\$77,779.91	\$165.14	\$0.00	\$0.00	\$77,945.05	\$0.00	\$77,945.05
994 Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Ledger Grand Total	\$237,241.93	\$3,895.72	\$(8,032.21)	\$0.00	\$233,105.44	\$0.00	\$233,105.44

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

ECAF Treasurer: [Signature] Date: 9/12/23
District Treasurer: [Signature] Date: 9/13/23

Check Warrant Report For A - 1: GENERAL - 7.7.23 For Dates 7/1/2023 - 7/31/2023

Check # Account	Check Date Account Description	Vendor ID Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
84981	07/07/2023	8932 SOUTH SHORE CHARTER SCHOOL				
A 2110.4730-08-13	Tuition Paid To Charter Schools		JULY/AUG	240089	6,434.00	6,434.00
					Check Total:	6,434.00
					Warrant Total:	6,434.00
					Vendor Portion:	6,434.00

Number of Transactions: 1

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 1 in number, in the total amount of \$ 6,434.00. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

7/6/23 [Signature] Class Manager
 Date Signature Title

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 2: MANUAL - GENERAL - 7.7.23 For Dates 7/1/2023 - 7/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
164	A 631	07/05/2023	687	HAUPPAUGE PUBLIC LIBRARY	22-23 ISLIP TAX/PILOT PMT. JUN		795,540.48	

Check Total:	795,540.48
Warrant Total:	795,540.48
Vendor Portion:	795,540.48

Number of Transactions: 1

Certification of Warrant

To The District Treasurer. I hereby certify that I have verified the above claims, _____ in number, in the total amount of \$ ~~795,540.48~~ 795,540.48 You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

7/6/23 _____
 Date Signature

Claudia _____
 Title

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 4: PAYROLL - JULY #1 For Dates 7/1/2023 - 7/31/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
1863	07/05/2023	529	FIDELITY MANAGEMENT TRUST CO	A 729		1,348.00	
					Check Total:	1,348.00	
1864	07/05/2023	1012	METROPOLITAN LIFE INSURANCE	A 729		150.00	
					Check Total:	150.00	
1865	07/05/2023	1085	NEW YORK LIFE INSURANCE &	A 729		125.00	
					Check Total:	125.00	
1866	07/05/2023	1192	OPPENHEIMER FUNDS DISTRIBUTOR	A 729		2,672.00	
					Check Total:	2,672.00	
1867	07/05/2023	1634	THE EQUITABLE	A 729		6,713.85	
					Check Total:	6,713.85	
1868	07/05/2023	1663	TRAVELERS INSURANCE CO	A 729		600.00	
					Check Total:	600.00	
1869	07/05/2023	1810	ING NATIONAL TRUST	A 729		1,375.00	
					Check Total:	1,375.00	
1870	07/05/2023	2509	JP MORGAN CHASE	A 726		33,318.55	
				A 726		33,318.58	
				A 722		46,711.16	
				A 726		7,792.27	
				A 726		7,792.22	
				A 721		21,126.90	
				A 728		166.10	
					Check Total:	150,225.78	
1871	07/05/2023	2711	LINCOLN INVESTMENT PLANNING	A 729		3,303.00	

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 4: PAYROLL - JULY #1 For Dates 7/1/2023 - 7/31/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
1872	07/05/2023	4501	NYS DEFERRED COMPENSATION PLAN	A 7291	Check Total:	3,303.00	
1873	07/05/2023	5342	MUTUAL, INC.	A 729	Check Total:	2,943.00	
1874	07/05/2023	7541	GWN SECURITIES INC	A 729	Check Total:	30.00	
84982	07/07/2023	3729	NYS CHILD SUPPORT PROCESSING	A 723	Check Total:	60.31	
					Warrant Total:	170,205.55	
					Vendor Portion:	170,205.55	

Number of Transactions: 13

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 13 in number, in the total amount of \$ 170,205.55. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/3/23 _____
 Date Signature

 Title

(M)

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 6: GENERAL MANUAL EMERGENCY 7.13.23 For Dates 7/1/2023 - 7/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
167	A 223	07/13/2023	5470	PMA MANAGEMENT CORP.	3397643	7/13/23	91,169.64	
Cash With Fiscal Agent								
Number of Transactions: 1								
Check Total:								91,169.64
Warrant Total:								91,169.64
Vendor Portion:								91,169.64

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 1 in number, in the total amount of \$91,169.64. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/17/23 [Signature] Christina
 Date Signature Title

HAUPPAUGE SCHOOLS

Check Warrant Report For V - 1: MANUAL - DEBT SERVICE - 7.14.23 For Dates 7/1/2023 - 7/31/2023



Check#	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
165	V 9711.60RF-17-00	07/14/2023	3157	DEPOSITORY TRUST COMPANY	Refunding Bonds 2017-Issues 21&22 P	7/15/2023		2,255,000.00	
166	V 9711.70RF-17-00	07/14/2023	3157	DEPOSITORY TRUST COMPANY	Refunding Bonds 2017-Issues 21&22 I	7/15/2023		135,500.00	
Check Total:								2,255,000.00	
Check Total:								135,500.00	
Warrant Total:								2,390,500.00	
Vendor Portion:								2,390,500.00	

Number of Transactions: 2

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 2 in number, in the total amount of \$ 2,390,500.00. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

7.14.23 Date
 Signature
 Angela Auscilla
 Claims Auditor Title

Check Warrant Report For A - 7: GENERAL 7.21.23 For Dates 7/1/2023 - 7/31/2023



07/19/2023 11:22 AM

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 7: GENERAL 7.21.23 For Dates 7/1/2023 - 7/31/2023



Check # Account	Check Date Account Description	Vendor ID Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
84991	07/21/2023	5270 BROOKVILLE CENTER FOR		Check Total:	1,360.00	
A 600	Accounts Payable		SAB21025		5,113.23	
A 600	Accounts Payable		SAB20874		190.35	
			Check Total:		5,303.58	
84992	07/21/2023	222 BULBTRONICS				
A 600	Accounts Payable		472944		540.96	
A 600	Accounts Payable		473296		-42.95	
			Check Total:		498.01	
84993	07/21/2023	6647 DANIEL BUTLER				
A 600	Accounts Payable		22/23 CELL		40.00	
			Check Total:		40.00	
84994	07/21/2023	7527 CENTER FOR DISCOVERY INC				
A 600	Accounts Payable		D,E 06/23 JUNE TUIT		10,454.80	
			Check Total:		10,454.80	
84995	07/21/2023	4121 CERINI & ASSOCIATES, LLP				
A 600	Accounts Payable		60915 JUNE		2,482.88	
			Check Total:		2,482.88	
84996	07/21/2023	425 DICK BLICK				
A 600	Accounts Payable		1003622		4,445.00	
			Check Total:		4,445.00	
84997	07/21/2023	5835 CLAUDINE DIMUZIO				
A 600	Accounts Payable		22/23 CELL JUL- JUN		480.00	
			Check Total:		480.00	
84998	07/21/2023	465 EASTERN SUFFOLK BOCES				
A 631	Due To Other Governments		C0987-23 JUNE		793,902.66	
			Check Total:		793,902.66	
84999	07/21/2023	7666 EXECPROTECT INC.				
A 600	Accounts Payable		11135		5,700.00	
			Check Total:		5,700.00	
85000	07/21/2023	6093 JOY FERRARA				
A 600	Accounts Payable		22/23 CELL JUL- JUN		480.00	
			Check Total:		480.00	
07/19/2023 11:22 AM						Page 2/9

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 7: GENERAL 7.21.23 For Dates 7/1/2023 - 7/31/2023



Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
A 600			Accounts Payable	PARTY CITY 6/23/23		179.23	
85001	07/21/2023	8867	FIRST CLASS TUTORING INC		Check Total:	659.23	
A 600			Accounts Payable	FCTINV1751		611.00	
85002	07/21/2023	1814	FISHER SCIENTIFIC CO.		Check Total:	611.00	
A 600			Accounts Payable	6435128		47.13	
85003	07/21/2023	4988	GEORGE GAGLIARDI		Check Total:	47.13	
A 600			Accounts Payable	22/23 CELL JAN- JUN		240.00	
85004	07/21/2023	6994	JANET GEMMELL		Check Total:	240.00	
A 600			Accounts Payable	MILEAGE APR- JUN		80.28	
85005	07/21/2023	8487	GENERAL CRYOGENIC TECH. LLC		Check Total:	80.28	
A 600			Accounts Payable	00093564		235.04	
85006	07/21/2023	6171	GLOBAL MONTELLO GROUP CORP.		Check Total:	235.04	
A 600			Accounts Payable	23276813 6/9		18,519.41	
A 600			Accounts Payable	23280454 6/14		15,248.81	
85007	07/21/2023	2286	DOREEN GORDON		Check Total:	33,768.22	
A 600			Accounts Payable	22/23 CELL JAN- JUN		240.00	
85008	07/21/2023	1734	GRAINGER INC		Check Total:	240.00	
A 600			Accounts Payable	9752697590		1,139.95	
A 600			Accounts Payable	9747830801		17.22	
A 600			Accounts Payable	9732905691		1,843.91	
A 600			Accounts Payable	9756762960		369.60	
A 600			Accounts Payable	9751090326		905.59	
A 600			Accounts Payable	9738827758		51.02	

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 7: GENERAL 7.21.23 For Dates 7/1/2023 - 7/31/2023



Check # Account	Check Date Account Description	Vendor ID Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
A 600	Accounts Payable		9751761215		-63.21	
A 600	Accounts Payable		9738827741		178.41	
A 600	Accounts Payable		9752697582		659.56	
A 600	Accounts Payable		9747830793		133.71	
A 600	Accounts Payable		9754492735		158.64	
A 600	Accounts Payable		9752697574		671.91	
			Check Total:		6,066.31	
85009	07/21/2023	6120 HAUPPAUGE PARTY GLITTERS INC.				
A 600	Accounts Payable		208885		246.52	
			Check Total:		246.52	
85010	07/21/2023	8846 GLENN HOLM				
A 600	Accounts Payable		22/23 CELL JUNE		40.00	
			Check Total:		40.00	
85011	07/21/2023	797 JOSTENS INC				
A 600	Accounts Payable		31632355		53.20	
			Check Total:		53.20	
85012	07/21/2023	5912 LANDTEK GROUP, INC.				
A 600	Accounts Payable		29415		1,875.00	
			Check Total:		1,875.00	
85013	07/21/2023	5582 LOWES HOME CENTERS INC				
A 600	Accounts Payable		996128		409.98	
A 600	Accounts Payable		918633		-30.00	
A 600	Accounts Payable		957345		68.36	
A 600	Accounts Payable		957375		17.94	
A 600	Accounts Payable		957377		2.52	
A 600	Accounts Payable		957428		141.06	
A 600	Accounts Payable		957483		544.78	
A 600	Accounts Payable		957575		149.04	
A 600	Accounts Payable		960250		279.32	
			Check Total:		1,583.00	
85014	07/21/2023	6720 CATHERINE MACDONALD				
A 600	Accounts Payable		MILEAGE 1/3/23-4/28/23		132.63	
A 600	Accounts Payable		MILEAGE 11/16-10/20/22		79.00	

HAUPPAUGE SCHOOLS

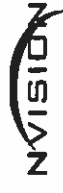
Check Warrant Report For A - 7: GENERAL 7.21.23 For Dates 7/1/2023 - 7/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
7/21/23									
85015	A 600	07/21/2023		7968 MCKESSON MEDICAL-SURGICAL				211.63	
	A 600			Accounts Payable	20184358			22.66	
	A 600			Accounts Payable	19914473			54.83	
	A 600			Accounts Payable	19897304			60.67	
	A 600			Accounts Payable	19902936			591.60	
	A 600			Accounts Payable	19903201			147.90	
	A 600			Accounts Payable	19896905			340.33	
	A 600			Accounts Payable	19896989			43.53	
	A 600			Accounts Payable	19897461			35.66	
	A 600			Accounts Payable	19898538			134.21	
								Check Total:	1,431.39
85016	A 600	07/21/2023		1033 MOLLER, ROBERT		22/23 CELL MAY- JUN		80.00	
				Accounts Payable				Check Total:	80.00
85017	A 600	07/21/2023		6806 ANDREW MONSEN		REIMB INTERNATIONAL PLAN		80.00	
				Accounts Payable				Check Total:	80.00
85018	A 600	07/21/2023		4863 NATIONAL GRID				7,933.04	
	A 600			Accounts Payable	01777-81001			744.56	
	A 600			Accounts Payable	26623-78003			320.88	
	A 600			Accounts Payable	88967-50000			554.49	
	A 600			Accounts Payable	81723-59007			116.36	
	A 600			Accounts Payable	94182-23005			37.34	
	A 600			Accounts Payable	14177-78003			132.30	
	A 600			Accounts Payable	51558-98002			1,842.27	
	A 600			Accounts Payable	39091-97005			260.09	
	A 600			Accounts Payable	07565-40002			Check Total:	11,941.33
85019	A 600	07/21/2023		1115 NORTH SHORE NEWS GROUP				18.67	
				Accounts Payable	AD #87442			Check Total:	18.67

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 7: GENERAL 7.21.23 For Dates 7/1/2023 - 7/31/2023



Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
85020	07/21/2023	1181	O'CONNOR CHRISTINE	22/23 CELL JULY- JUN		480.00	
A 600			Accounts Payable			480.00	
85021	07/21/2023	7903	KRISTY PAGLIARI	22/23 CELL JUNE		40.00	
A 600			Accounts Payable			40.00	
85022	07/21/2023	6461	PESI INC	2593234		599.00	
A 600			Accounts Payable			599.00	
85023	07/21/2023	1252	PHOENIX BUSINESS PRODUCTS	152442		275.00	
A 600			Accounts Payable			275.00	
85024	07/21/2023	8972	JESSICA PIMENTEL	ABRAM CK#123		80.00	
A 600			Accounts Payable			80.00	
85025	07/21/2023	1259	PINCUS RUTH	IB THEATRE TRAINING 6/22- 6/25/		2,645.35	
A 600			Accounts Payable			2,645.35	
85026	07/21/2023	6486	PSEGLI	822-15-3110-1		337.26	
A 600			Accounts Payable			337.26	
A 600			Accounts Payable	822-15-3130-1		11,257.05	
A 600			Accounts Payable	822-15-3131-1		95.79	
A 600			Accounts Payable	822-15-3133-0		63.52	
A 600			Accounts Payable	833-05-3005-1		5,946.22	
A 600			Accounts Payable	833-05-3009-0		120.01	
A 600			Accounts Payable	833-05-8255-0		16,131.90	
A 600			Accounts Payable	833-05-68650-1		30.95	
A 600			Accounts Payable	833-05-7200-1		15.15	
A 600			Accounts Payable	833-05-7210-1		8,339.12	
A 600			Accounts Payable	833-05-7300-1		18,848.56	

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 7: GENERAL 7.21.23 For Dates 7/1/2023 - 7/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
	A 600				Accounts Payable	833-05-7302-2		180.84	
	A 600				Accounts Payable	833-05-7330-1		110.38	
	A 600				Accounts Payable	833-05-7319-5		1,585.28	
	A 600				Accounts Payable	898-16-0700-2		5,078.80	
	A 600				Accounts Payable	898-16-0703-3		183.15	
	A 600				Accounts Payable	654-65-3010-0		9,211.93	
							Check Total:	77,535.91	
85027		07/21/2023		8970 R&M ENGINEERING					
	A 600				Accounts Payable	47523		11,125.00	
							Check Total:	11,125.00	
85028		07/21/2023		8847 CHRISTOPHER SMALLEY					
	A 600				Accounts Payable	22/23 CELL JUNE		40.00	
	A 600				Accounts Payable	REIMB NYSED 2023		713.67	
							Check Total:	753.67	
85029		07/21/2023		1540 STORR TRACTOR					
	A 600				Accounts Payable	1155595		928.05	
							Check Total:	928.05	
85030		07/21/2023		1553 SUFFOLK CO BOARD OF ELECTIONS					
	A 600				Accounts Payable	103277		910.34	
							Check Total:	910.34	
85031		07/21/2023		1558 SUFFOLK CO WATER AUTH.					
	A 600				Accounts Payable	3002563388		4,547.09	
	A 600				Accounts Payable	3000256291		773.44	
	A 600				Accounts Payable	3000256315		240.34	
	A 600				Accounts Payable	3000414333		143.33	
	A 600				Accounts Payable	3000256379		645.12	
	A 600				Accounts Payable	3000256323		3,363.53	
	A 600				Accounts Payable	3000618527		143.33	
	A 600				Accounts Payable	3000000695		379.75	
							Check Total:	10,235.93	
85032		07/21/2023		1574 SUFFOLK TRANSPORTATION SYSTEMS					

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 7: GENERAL 7.21.23 For Dates 7/1/2023 - 7/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
	A 600				Accounts Payable	2042882 181182		683.20	
	A 600				Accounts Payable	2042883 179793		865.68	
	A 600				Accounts Payable	2042883		378.75	
	A 600				Accounts Payable	2042882		568.12	
	A 600				Accounts Payable	2042886		865.68	
	A 600				Accounts Payable	2042885 179617		432.84	
	A 600				Accounts Payable	2042885 178437		432.84	
	A 600				Accounts Payable	2042885 179617		216.44	
	A 600				Accounts Payable	2042885 180706		151.50	
							Check Total:	4,595.05	
85033		07/21/2023		8451 T-MOBILE USA INC					
	A 600				Accounts Payable	970450110 5/23-6/22/23		400.00	
							Check Total:	400.00	
85034		07/21/2023		1611 TASMAN JOE					
	A 600				Accounts Payable	22/23 CELL MAY-JUNE		80.00	
							Check Total:	80.00	
85035		07/21/2023		4691 TOWN OF ISLIP					
	A 600				Accounts Payable	23 R-0002-032752		45.00	
							Check Total:	45.00	
85036		07/21/2023		4281 DAN WALD					
	A 600				Accounts Payable	22/23 CELL JUNE		40.00	
							Check Total:	40.00	
85037		07/21/2023		3490 WANKMULLER, ROBERT					
	A 600				Accounts Payable	22/23 CELL FEB-JUN		200.00	
							Check Total:	200.00	
85038		07/21/2023		8002 WISDOM PROTECTIVE SERVICES					
	A 600				Accounts Payable	7953 JUN CONSULTANT		11,007.16	
							Check Total:	11,007.16	
85039		07/21/2023		1800 YOUNG EQUIPMENT SALE, INC					
	A 600				Accounts Payable	46620		2,430.00	
	A 600				Accounts Payable	46618		500.00	

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 7: GENERAL 7.21.23 For Dates 7/1/2023 - 7/31/2023



Check # Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
85040	07/21/2023	6090	NORELL YOUNG		22/23 CELL MAY-JUNE		2,930.00	
A 600			Accounts Payable				80.00	
Check Total:							2,930.00	
Check Total:							80.00	
Warrant Total:							1,048,815.46	
Vendor Portion:							1,048,815.46	

Number of Transactions: 58

Certification of Warrant

To, The District Treasurer: I hereby certify that I have verified the above claims, 58 in number, in the total amount of \$ 1,048,815.46. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

7/20/23 _____
Date Signature

[Signature] _____
Title

[Signature]

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 8: BENEFITS - GENERAL 7.21.23 For Dates 7/1/2023 - 7/31/2023



Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
85041	07/21/2023		5464 AFLAC	216421 June 2023		21,167.30	
A 7206			Insurance-Critical Care			21,167.30	
85042	07/21/2023		279 CHAIR, WORKERS' COMP BOARD		Check Total:	21,167.30	
A 9040.8000-08-92			Workers Compensation Insurance	Q2 W823793	240157	12,855.18	12,855.18
85043	07/21/2023		7097 GUARDIAN LIFE INSURANCE CO		Check Total:	12,855.18	
A 9055.8000-08-92			Disability Insurance	518552 July 2023	240160	12,242.45	12,242.45
85044	07/21/2023		1148 NYS EMPLOYEES' HEALTH INS		Check Total:	12,242.45	
A 9060.8000-08-92			Health Insurance	595 03992 July 2023	240106	1,142,127.98	1,142,127.98
85045	07/21/2023		2710 SELEDENT INC		Check Total:	1,142,127.98	
A 9061.8000-08-92			Dental Insurance	JPT 2255 July 2023	240131	1,602.25	1,602.25
85046	07/21/2023		3348 SUN LIFE INSURANCE & ANNUITY		Check Total:	1,602.25	
A 9045.8000-08-92			Life Insurance	824091 July 2023	240164	3,647.40	3,647.40
85047	07/21/2023		4546 UPSE BENEFIT PLAN		Check Total:	3,647.40	
A 9060.8000-08-92			Health Insurance	July 2023	240168	235,125.48	235,125.48
85048	07/21/2023		8728 WILTON REASSURANCE LIFE CO of NY		Check Total:	235,125.48	
A 7206			Insurance-Critical Care	June 2023 Case 04017		62.21	
					Check Total:	62.21	

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 8: BENEFITS - GENERAL 7.21.23 For Dates 7/1/2023 - 7/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
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Number of Transactions: 8

Warrant Total: 1,428,830.25
Vendor Portion: 1,428,830.25

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 8 in number, in the total amount of \$1,428,830.25. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

7/20/23 [Signature] claims Admin.
Date Signature Title

[Signature]

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 9: MANUAL - GENERAL 7.21.23 For Dates 7/1/2023 - 7/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
168	A 600	07/21/2023	2710	SELEDENT INC	Accounts Payable	CLAIMS 7/12/23 #120		8,561.87	
								<u>8,561.87</u>	
169	A 223	07/21/2023	5470	PMA MANAGEMENT CORP.	Cash With Fiscal Agent	S185385NPN		64,376.52	
								<u>64,376.52</u>	
170	A 687	07/21/2023	2711	LINCOLN INVESTMENT PLANNING	Compensated Absences	EMPLOYER NON -ELECTIVE - 415C		116,000.00	
								<u>116,000.00</u>	
171	A 687	07/21/2023	1192	OPPENHEIMER FUNDS DISTRIBUTOR	Compensated Absences	EMPLOYER NON -ELECTIVE - 415C		132,000.00	
								<u>132,000.00</u>	
								<u>320,938.39</u>	
								<u>320,938.39</u>	

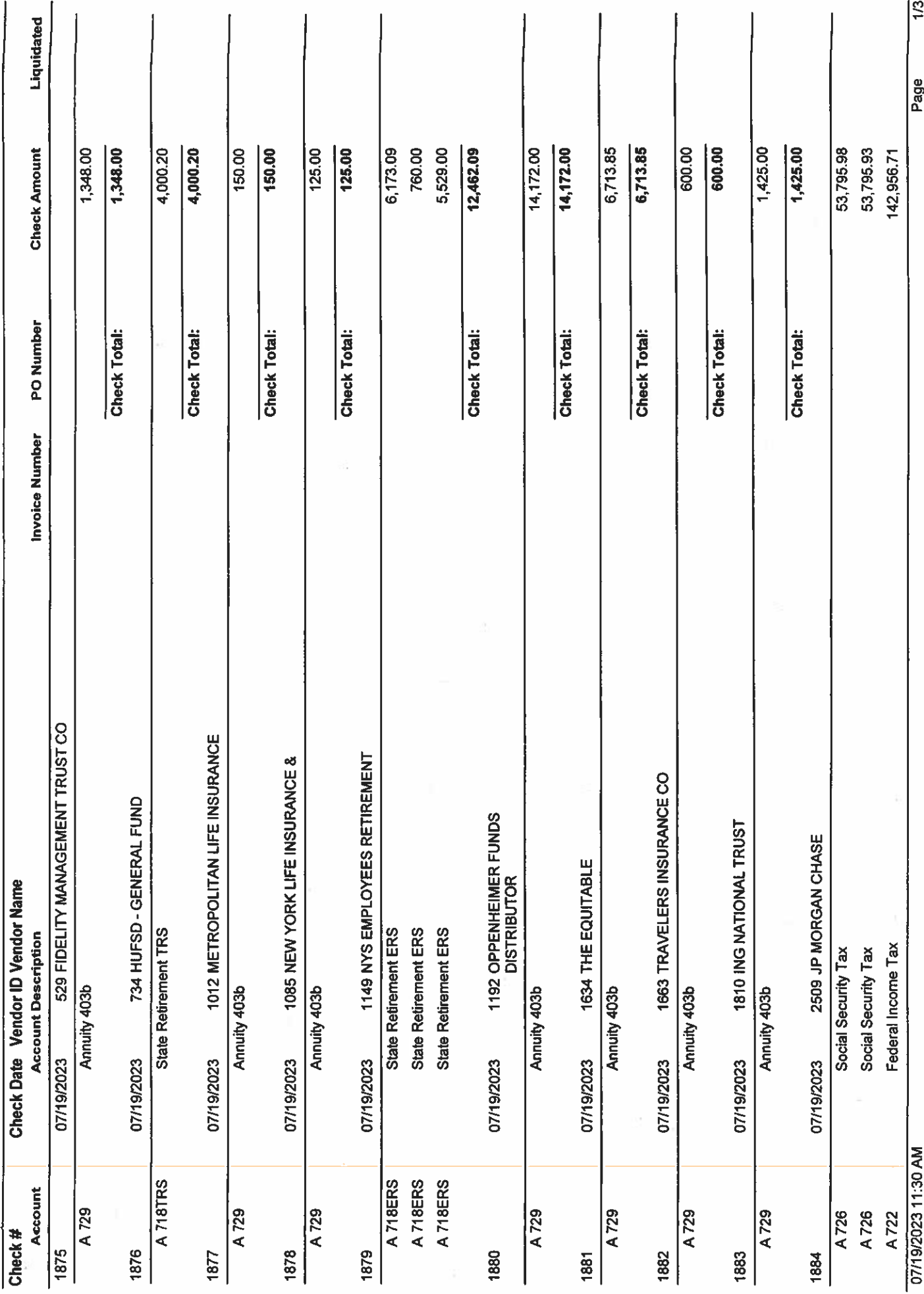
Number of Transactions: 4

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 4 in number, in the total amount of \$320,938.39. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

7/20/23 Date
[Signature] Signature
Claims Agent Title

Check Warrant Report For A - 10: PAYROLL - JULY #2 For Dates 7/1/2023 - 7/31/2023



HAUPPAUGE SCHOOLS

Check Warrant Report For A - 10: PAYROLL - JULY #2 For Dates 7/1/2023 - 7/31/2023



Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
A 726			Social Security Tax			15,324.61	
A 726			Social Security Tax			14,848.16	
A 721			NYS Income Tax			69,772.01	
A 728			NYC Income Tax			81.81	
						Check Total:	350,575.21
1885	07/19/2023	2711	LINCOLN INVESTMENT PLANNING				
A 729			Annuity 403b			3,303.00	
						Check Total:	3,303.00
1886	07/19/2023	4501	NYS DEFERRED COMPENSATION PLAN				
A 7291			Annuity 457			71,109.12	
						Check Total:	71,109.12
1887	07/19/2023	5342	MUTUAL, INC.				
A 729			Annuity 403b			2,943.00	
						Check Total:	2,943.00
1888	07/19/2023	7541	GWN SECURITIES INC				
A 729			Annuity 403b			30.00	
						Check Total:	30.00
85049	07/21/2023	1460	SHERIFF OF SUFFOLK COUNTY				
A 723			Income Executions	2-22003419 - Espinal, Juan		413.35	
						Check Total:	413.35
85050	07/21/2023	1696	UNITED PUBLIC SERVICE				
A 7244			UPSEU Dues			3,270.00	
						Check Total:	3,270.00

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 10: PAYROLL - JULY #2 For Dates 7/1/2023 - 7/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
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Number of Transactions: 16

Warrant Total: 472,639.82
Vendor Portion: 472,639.82

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 16 in number, in the total amount of \$ 472,639.82. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

7/20/23 Angela J. Clausen Clausen
Date Signature Title

10

HAUPPAUGE SCHOOLS

Check Warrant Report For F - 1: FEDERAL 7.21.23 For Dates 7/1/2023 - 7/31/2023



Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
7744	07/21/2023		7527 CENTER FOR DISCOVERY INC				
F 600			Accounts Payable	IDEA-611-23		1,264.00	
F 600			Accounts Payable	IDEA-611-ARP		270.00	
				Check Total:		1,534.00	
7745	07/21/2023		305 CLEARY SCHOOL FOR THE DEAF/CLEARY DEAF CHILD CENTER INC				
F 600			Accounts Payable	000049 22/23 IDEA		1,264.00	
				Check Total:		1,264.00	
7746	07/21/2023		465 EASTERN SUFFOLK BOCES				
F 600			Accounts Payable	C0997-23		4,900.00	
				Check Total:		4,900.00	
7747	07/21/2023		7712 HENRY VISCARDI SCHOOL				
F 600			Accounts Payable	17718 JUNE TUIT		4,860.54	
F 600			Accounts Payable	SED2223.14 22/23 IDEA		1,264.00	
				Check Total:		6,124.54	
7748	07/21/2023		3591 ISLAND TUTORING CENTER, INC.				
F 600			Accounts Payable	7009		1,971.00	
F 600			Accounts Payable	7010		438.03	
				Check Total:		2,409.03	
7749	07/21/2023		1464 JANSON SUPERMARKETS, LLC				
F 600			Accounts Payable	08310437275		346.15	
F 600			Accounts Payable	08310177109		326.04	
				Check Total:		672.19	
7750	07/21/2023		3176 JOSHUA LIEBERMAN				
F 600			Accounts Payable	MILEAGE JUNE 2023		34.08	
				Check Total:		34.08	
7751	07/21/2023		8648 PPT THERAPIES of WESTERN SUFFOLK, PT,OT,SLP,LLP				
F 600			Accounts Payable	JUNE 2023		8,997.50	
				Check Total:		8,997.50	

HAUPPAUGE SCHOOLS

Check Warrant Report For F - 1: FEDERAL 7.21.23 For Dates 7/1/2023 - 7/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
Number of Transactions: 8						Warrant Total: 25,935.34			
						Vendor Portion: 25,935.34			

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 8 in number, in the total amount of \$ 25,935.34. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

7/20/23 Date
[Signature] Signature
Claims Administrator Title

(P)

Check Warrant Report For C - 1: LUNCH 7.21.23 For Dates 7/1/2023 - 7/31/2023

Check # Account	Check Date Account Description	Vendor ID Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
7993 C 600	07/21/2023 LF Accounts Payable	8960 KAREN CUNNINGHAM	JILLIAN		93.95	
				Check Total:	93.95	
7994 C 600	07/21/2023 LF Accounts Payable	8961 LYNN GENDON	ATLAS		22.95	
				Check Total:	22.95	
7995 C 600	07/21/2023 LF Accounts Payable	8959 RICHARD LEDDY	CONNOR		49.40	
				Check Total:	49.40	
7996 C 600	07/21/2023 LF Accounts Payable	8963 LORIN LEONARD	SEAN		23.45	
				Check Total:	23.45	
7997 C 600	07/21/2023 LF Accounts Payable	8807 JONATHAN PALAHNUK	IAN		13.70	
				Check Total:	13.70	
7998 C 600	07/21/2023 LF Accounts Payable	8958 STEPHEN ROHRER	NICHOLAS		21.35	
				Check Total:	21.35	
7999 C 600	07/21/2023 LF Accounts Payable	8962 DEBRA ROSSI	ANTONIA		8.95	
				Check Total:	8.95	
8000 C 600	07/21/2023 LF Accounts Payable	8967 DANIELE VOLPE	ANTHONY/FRAN K		29.10	
				Check Total:	29.10	
8001 C 600	07/21/2023 LF Accounts Payable	6043 CONNOR WALSH	ELLA		22.40	
				Check Total:	22.40	
8002 C 600	07/21/2023 LF Accounts Payable	8964 JOSEPH WHITE	SOPHIA		7.80	
				Check Total:	7.80	
8003 C 600	07/21/2023 LF Accounts Payable	5273 WHITSONS SCHOOL NUTRITION COR	INV0018411		57,827.21	



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
Number of Transactions: 11						Check Total: 57,827.21			
						Warrant Total: 58,120.26			
						Vendor Portion: 58,120.26			

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 11 in number, in the total amount of \$58,120.26. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

7/20/23 Angela J. [Signature] claims Auditor
Date Signature Title

(P)

HAUPPAUGE SCHOOLS

Check Warrant Report For CM2 - 1: CM2 7.21.23 For Dates 7/1/2023 - 7/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
1054	CM2 2915.4000-00-0S	07/21/2023	8936	ELIZABETH APLUSTILLE	SPERO FAMILY SCHOLARSHIP		500.00	
						Check Total:	500.00	
1055	CM2 2915.4000-00-0S	07/21/2023	8938	RYAN CAPECE	SPERO FAMILY SCHOLARSHIP		750.00	
						Check Total:	750.00	
1056	CM2 2915.4000-00-0S	07/21/2023	8937	BRANDON MILETI	SPERO FAMILY SCHOLARSHIP		500.00	
						Check Total:	500.00	
1057	CM2 2915.4000-00-0S	07/21/2023	8935	ROOP TAKHAR	SPERO FAMILY SCHOLARSHIP		750.00	
						Check Total:	750.00	
						Warrant Total:	2,500.00	
						Vendor Portion:	2,500.00	

Number of Transactions: 4

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 4 in number, in the total amount of \$ 2,500.00. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

7/20/23 _____
Date Signature Title

(M)

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 12: EMERGENCY GENERAL 7.25.23 For Dates 7/1/2023 - 7/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
85051		07/25/2023		4683 PITNEY BOWES RESERVE	ACCOUNT				
	A 2020.4170-01-07			Postage HS		20659918	240165	500.00	500.00
	A 2020.4170-06-06			Postage MS		20659918	240165	500.00	500.00
	A 2021.4170-03-40			Postage PPS		20659918	240165	1,000.00	1,000.00
Number of Transactions: 1								Check Total: 2,000.00	
								Warrant Total: 2,000.00	
								Vendor Portion: 2,000.00	

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 1 in number, in the total amount of \$ 2000.00. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

7/21/23 Date
[Signature] Signature
Clara Thayer Title

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 13: PAYROLL - JULY #3 For Dates 7/1/2023 - 7/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
1889		07/25/2023	2509	JP MORGAN CHASE				
	A 726			Social Security Tax			1,836.24	
	A 726			Social Security Tax			1,836.18	
	A 722			Federal Income Tax			3,227.38	
	A 726			Social Security Tax			429.44	
	A 726			Social Security Tax			429.44	
	A 721			NYS Income Tax			1,381.76	
Check Total:							9,140.44	
Warrant Total:							9,140.44	
Vendor Portion:							9,140.44	

Number of Transactions: 1

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, _____ in number, in the total amount of \$ 9,140.44. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

7/21/23 Date
[Signature] Signature
Claus Huber Title

Check Warrant Report For A - 14: GENERAL 8.4.23 For Dates 8/1/2023 - 8/31/2023

Check # Account	Check Date	Vendor ID Account Description	Invoice Number	PO Number	Check Amount	Liquidated
85052	08/04/2023	5266 AMERICAN COUNCIL / TEACHING				
A 2110.4480-01-78		Dues & Participation World Languages	7523-5266	240064	225.00	225.00
				Check Total:	225.00	
85053	08/04/2023	8046 REBECCA BILSKI				
A 600		Accounts Payable	22/23 CELL JUL/JUN		480.00	
				Check Total:	480.00	
85054	08/04/2023	8751 BLUUM USA INC				
A 2630.5010-08-25		Supplies & Materials Computer	631683-1	240205	2,168.67	2,168.67
				Check Total:	2,168.67	
85055	08/04/2023	5203 BOLLINGER INSURANCE SOLUTIONS				
A 1910.4100-08-18		Liability Ins Property & Casualty	050880	240090	53,910.00	53,910.00
				Check Total:	53,910.00	
85056	08/04/2023	6038 BONAPPETITO PIZZERIA				
A 1430.5010-03-12		Supplies & Materials Personnel	7/7/23	240242	70.85	70.85
				Check Total:	70.85	
85057	08/04/2023	2389 CABLEVISION				
A 2630.4490-08-25		Contractual Services Computer	07840760933011 6.22-7.21	240192	218.44	218.44
A 2630.4490-08-25		Contractual Services Computer	07840989513010/ DO	240191	116.99	116.99
A 2630.4490-08-25		Contractual Services Computer	07840760933015 7/22-8/21 DO	240192	221.45	221.45
A 2630.4490-08-25		Contractual Services Computer	07840164264016 6.22-7.21	240192	245.39	245.39
A 2630.4490-08-25		Contractual Services Computer	07840005399013/ HS	240191	42.56	42.56
A 2630.4490-08-25		Contractual Services Computer	07840164264016 7/22-8/21 HS	240192	244.90	244.90
A 2630.4490-08-25		Contractual Services Computer	07840160958019 7.1-7.31	240192	228.45	228.45
A 2630.4490-08-25		Contractual Services Computer	07840005401016/ MS	240191	42.09	42.09
A 2630.4490-08-25		Contractual Services Computer	07840005050011 7/22-8/21 BW	240192	216.45	216.45
A 2630.4490-08-25		Contractual Services Computer	07840005050011 6.22-7.21	240192	213.44	213.44

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 14: GENERAL 8.4.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
A 2630.4490-08-25	08/04/2023		Contractual Services Computer	07840896417016 7/22-8/21 FB	240192	207.95	207.95
A 2630.4490-08-25	08/04/2023		Contractual Services Computer	07840896417016 6.22-7.21	240192	204.94	204.94
A 2630.4490-08-25	08/04/2023		Contractual Services Computer	07840155304011 7.1-7.31	240192	228.45	228.45
Check Total:						2,431.50	
85058	08/04/2023	237	CABLEVISION LIGHTPATH INC.				
A 1620.4270-08-99	08/04/2023		Telecommunications - DW	101059399 - 7/1	240193	1,330.67	1,330.67
Check Total:						1,330.67	
85059	08/04/2023	7243	CALL AHEAD				
A 600	08/04/2023		Accounts Payable	A-1809309		140.00	
Check Total:						140.00	
85060	08/04/2023	7114	CELL MECHANIC INC.				
A 600	08/04/2023		Accounts Payable	64527		349.96	
A 600	08/04/2023		Accounts Payable	64188		519.94	
Check Total:						869.90	
85061	08/04/2023	7056	CENTER FOR DEV. DISABILITIES, INC.				
A 600	08/04/2023		Accounts Payable	068656 JUNE TUIT		4,192.98	
A 600	08/04/2023		Accounts Payable	068672 JUNE TUIT		4,192.98	
Check Total:						8,385.96	
85062	08/04/2023	325	COMMACK PUBLIC SCHOOLS-TREAS				
A 631	08/04/2023		Due To Other Governments	1418-23A		67,502.40	
Check Total:						67,502.40	
85063	08/04/2023	8929	COMMONWEALTH MEDIATION & CONCILIATION, INC.				
A 600	08/04/2023		Accounts Payable	42490		2,000.00	
Check Total:						2,000.00	
85064	08/04/2023	4097	CORE BTS, INC.				
A 2630.4490-08-25	08/04/2023		Contractual Services Computer	INV1176353	240297	59,842.43	59,842.43
A 2630.4490-08-25	08/04/2023		Contractual Services Computer	INV1176267	240200	19,053.00	19,053.00
A 2630.4490-08-25	08/04/2023		Contractual Services Computer	INV1176017	240151	37,570.00	37,570.00

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 14: GENERAL 8.4.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date Vendor ID Account Description	Invoice Number	PO Number	Check Amount	Liquidated
A 2630.4490-08-25	Contractual Services Computer	INV1176030	240152	15,895.80	15,895.80
A 2630.4490-08-25	Contractual Services Computer	INV1176294	240199	23,760.00	23,760.00
		Check Total:		156,121.23	
85065	08/04/2023 6406 ANDREA DARBEE				
A 600	Accounts Payable	22/23 CELL MAR-JUN		160.00	
		Check Total:		160.00	
85066	08/04/2023 420 DEVELOPMENTAL DISABILITIES				
A 600	Accounts Payable	MAY 23-24 TUJT		46,383.36	
A 600	Accounts Payable	JUN 23-24 JUN TUJT		34,787.52	
A 600	Accounts Payable	H&C 2023 MAY #4		1,950.00	
A 600	Accounts Payable	H&C 2023 JUN #4		1,430.00	
A 600	Accounts Payable	JUN 23 EVALS-2		1,750.00	
		Check Total:		86,300.88	
85067	08/04/2023 465 EASTERN SUFFOLK BOCES				
A 631	Due To Other Governments	C1084-23		567,198.66	
A 631	Due To Other Governments	C1141-23		146,803.17	
		Check Total:		714,001.83	
85068	08/04/2023 7615 EDCLUB, INC.				
A 2630.4600-08-25	State Aided Computer Software	233275	240052	3,887.50	3,887.50
		Check Total:		3,887.50	
85069	08/04/2023 482 EDUWARE				
A 2630.4600-08-25	State Aided Computer Software	81088	240053	1,326.78	1,326.78
		Check Total:		1,326.78	
85070	08/04/2023 1814 FISHER SCIENTIFIC CO.				
A 600	Accounts Payable	9687261		71.10	
A 600	Accounts Payable	5099466		133.76	
A 600	Accounts Payable	5141199		34.10	
		Check Total:		238.96	
85071	08/04/2023 1734 GRAINGER INC				
A 600	Accounts Payable	9727905540		1,043.63	
A 600	Accounts Payable	9768069255		-139.00	
		Check Total:		904.63	

HAUPPAUGE SCHOOLS



Check Warrant Report For A - 14: GENERAL 8.4.23 For Dates 8/1/2023 - 8/31/2023

Check # Account	Check Date Account Description	Vendor ID Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
85072	08/04/2023	1812 HOPE FOR YOUTH, INC.				
A 600	Accounts Payable		003620		1,800.00	
A 600	Accounts Payable		003586		810.00	
			Check Total:		2,610.00	
85073	08/04/2023	3376 FRANK HUFNAGEL				
A 600	Accounts Payable		22/23 HACKATHON POSTERS		16.23	
			Check Total:		16.23	
85074	08/04/2023	4970 INTERNATIONAL BACCALAUREATE				
A 600	Accounts Payable		L8NKB7FLHMJ		450.00	
A 600	Accounts Payable		S006998		0.00	
			Check Total:		450.00	
85075	08/04/2023	4185 INTERNATIONAL SOCIETY FOR				
A 600	Accounts Payable		796603		385.00	
			Check Total:		385.00	
85076	08/04/2023	3591 ISLAND TUTORING CENTER, INC.				
A 600	Accounts Payable		6996		389.36	
A 600	Accounts Payable		6997		389.36	
A 600	Accounts Payable		6998		235.34	
A 600	Accounts Payable		6999		389.36	
A 600	Accounts Payable		7000		389.36	
A 600	Accounts Payable		7001		535.37	
A 600	Accounts Payable		7002		722.63	
A 600	Accounts Payable		7003		36.50	
A 600	Accounts Payable		7004		685.34	
A 600	Accounts Payable		7005		486.70	
A 600	Accounts Payable		7006		322.63	
A 600	Accounts Payable		7007		264.67	
A 600	Accounts Payable		7008		73.00	
			Check Total:		4,919.62	
85077	08/04/2023	1464 JANSON SUPERMARKETS, LLC				
A 600	Accounts Payable		08310454993		94.07	
A 600	Accounts Payable		08310359503		378.59	

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 14: GENERAL 8.4.23 For Dates 8/1/2023 - 8/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
A 1010.5010-03-11		08/04/2023	797	JOSTENS INC	Supplies & Materials BOE	08310441341	240173	89.88	89.88
85078							Check Total:	562.54	
A 600		08/04/2023		Accounts Payable		31513899		40.05	
A 600				Accounts Payable		31685261		2,265.00	
A 600				Accounts Payable		31521811		1,255.45	
A 600				Accounts Payable		31576068		14.25	
A 600				Accounts Payable		31614901		14.25	
A 600				Accounts Payable		31640999		14.25	
A 600				Accounts Payable		31682292		34.25	
85079							Check Total:	3,637.50	
A 600		08/04/2023		8623 TONI-ANN KUSHNER	Accounts Payable	22/23 MILEAGE		296.47	
85080							Check Total:	296.47	
A 600		08/04/2023		7260 LAMB & BARNOSKY LLP	Accounts Payable	144518 MAY GEN RET DISB		2.50	
A 600				Accounts Payable		144518 MAY GEN RET		3,854.16	
A 600				Accounts Payable		144766 JUN GEN RET DISB		26.58	
A 600				Accounts Payable		144519 MAY LABOR RET		3,854.16	
A 600				Accounts Payable		144277 MAY NON RET		24,118.47	
A 600				Accounts Payable		144766 JUN GEN RET		3,854.16	
A 600				Accounts Payable		144542 JUN NON RET		27,752.77	
A 600				Accounts Payable		144767 JUN LABOR RET		3,854.16	
85081							Check Total:	67,316.96	
A 600		08/04/2023		7910 LONG ISLAND MUSIC THERAPY SVCS INC	Accounts Payable	49		1,040.00	
85082							Check Total:	1,040.00	
08/02/2023 11:55 AM		08/04/2023		8700 M & V CORPORATE	Accounts Payable				

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 14: GENERAL 8.4.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date Account Description	Vendor ID Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
TRANSPORTATION INC						
A 2110.4530-06-13	Field Trips - Fees		TRIP #10130711	240126	3,000.00	3,000.00
			Check Total:		3,000.00	
85083	08/04/2023	7868 MANAGEBAC INC				
A 2630.4600-08-25	State Aided Computer Software		INV-18210	240140	882.00	882.00
			Check Total:		882.00	
85084	08/04/2023	7568 TIMOTHY MCCARTHY				
A 600	Accounts Payable		REIMB EBOOK		40.94	
A 600	Accounts Payable		REIMB QR CODE GEN		162.66	
			Check Total:		203.60	
85085	08/04/2023	7968 MCKESSON MEDICAL-SURGICAL				
A 600	Accounts Payable		20807260		949.80	
A 600	Accounts Payable		20655060		474.90	
A 600	Accounts Payable		20561734		650.40	
A 600	Accounts Payable		20471255		158.30	
			Check Total:		2,233.40	
85086	08/04/2023	1010 METRO THERAPY				
A 600	Accounts Payable		267.016		250.92	
A 600	Accounts Payable		267.014		633.33	
A 600	Accounts Payable		267.300		300.00	
A 600	Accounts Payable		267.017		390.32	
A 600	Accounts Payable		267.302		41.82	
A 600	Accounts Payable		267.303		223.04	
			Check Total:		1,839.43	
85087	08/04/2023	3999 METROPOLITAN DATA SOLUTIONS				
A 2630.5010-08-25	Supplies & Materials Computer		49313	240204	778.00	778.00
			Check Total:		778.00	
85088	08/04/2023	6910 MKSA, LLC				
A 600	Accounts Payable		623HPG		910.00	
			Check Total:		910.00	
85089	08/04/2023	8608 MOTE TECHNOLOGIES INC				
A 2630.4600-08-25	State Aided Computer Software		12699	240141	3,592.00	3,592.00
			Check Total:		3,592.00	

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 14: GENERAL 8.4.23 For Dates 8/1/2023 - 8/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
85090		08/04/2023		5827 MUSIC & ARTS CENTERS					
	A 600			Accounts Payable	INV038352784			66.32	
	A 600			Accounts Payable	INV038363477			22.56	
							Check Total:	88.88	
85091		08/04/2023		1061 NASSAU SUFFOLK SBA					
	A 1920.4480-08-11			School Association Dues	10795		240170	3,850.00	3,850.00
							Check Total:	3,850.00	
85092		08/04/2023		1062 NASSP					
	A 2020.4480-01-07			Dues & Participation HS	ORD#9001673740		240063	385.00	385.00
							Check Total:	385.00	
85093		08/04/2023		7651 NKO VENTURES LLC					
	A 2630.4600-08-25			State Aided Computer Software	4		240144	645.00	645.00
							Check Total:	645.00	
85094		08/04/2023		1115 NORTH SHORE NEWS GROUP					
	A 1310.5010-03-14			Supplies & Materials Business Office	S032801-L.DEGEORGE		240101	28.00	28.00
							Check Total:	28.00	
85095		08/04/2023		7544 NORTHERN INSURING AGENCY INC					
	A 1910.4100-08-18			Liability Ins Property & Casualty	343025		240103	4,346.00	4,346.00
							Check Total:	4,346.00	
85096		08/04/2023		7610 NORTHWELL HEALTH INC.					
	A 600			Accounts Payable	JUNE SVCS			69.53	
							Check Total:	69.53	
85097		08/04/2023		5028 NSSA					
	A 600			Accounts Payable	003072 JUNE TUJT			7,707.40	
							Check Total:	7,707.40	
85098		08/04/2023		1171 NYSCOSS					
	A 1240.4480-03-10			Dues & Participation Superintendent	DY24C105489		240059	3,115.00	3,115.00
							Check Total:	3,115.00	
85099		08/04/2023		4683 PITNEY BOWES RESERVE ACCOUNT					
	A 2020.4170-01-07			Postage HS	20659918/HS		240165	2,000.00	2,000.00
	A 2020.4170-06-06			Postage MS	20659918/MS		240165	500.00	500.00

HAUPPAUGE SCHOOLS



Check Warrant Report For A - 14: GENERAL 8.4.23 For Dates 8/1/2023 - 8/31/2023

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
85100	A 2021.4170-03-40	08/04/2023		Postage PPS		20659918/PPS	240165	1,500.00	1,500.00
							Check Total:	4,000.00	
85100	A 9040.8000-08-92	08/04/2023	5470	PMA MANAGEMENT CORP.	Workers Compensation Insurance	1184838NPN	240133	5,254.00	5,254.00
							Check Total:	5,254.00	
85101	A 600	08/04/2023	5238	PRESENTATION SYSTEMS	Accounts Payable	61212		120.00	
							Check Total:	120.00	
85102	A 1310.4630-03-14	08/04/2023	8280	QUADIENT INC	Equipment Service & Repair Bus. Office	60206124	240110	1,261.43	1,261.43
							Check Total:	1,261.43	
85103	A 2630.4600-08-25	08/04/2023	8723	QUIZZ INC	State Aided Computer Software	25837	240202	8,020.83	8,020.83
							Check Total:	8,020.83	
85104	A 1240.4480-03-10	08/04/2023	1568	SUFFOLK CTY SCHOOL SUPT. ASSOC	Dues & Participation Superintendent	23/24 DUES D. MURPHY	240057	500.00	500.00
							Check Total:	500.00	
85105	A 2810.4480-08-65	08/04/2023	7695	SUFFOLK DIRECTORS OF GUIDANCE	Dues & Participation Guidance	00000077	240125	40.00	40.00
							Check Total:	40.00	
85106	A 600	08/04/2023	1574	SUFFOLK TRANSPORTATION SYSTEMS	Accounts Payable	2042944		454.50	
						2042945 178370		649.26	
						2042843		1,561.60	
						2042885/179617		432.84	
						2072882 180705		1,298.52	
						2042945/180711		432.84	
						2042943		1,211.99	
						2042840/01-85		28,245.22	

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 14: GENERAL 8.4.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date Account Description	Vendor ID Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
A 600	Accounts Payable		2042879/01-85		27,422.05	
A 600	Accounts Payable		2042948		1,731.36	
A 600	Accounts Payable		2042887		2,579.99	
A 600	Accounts Payable		2042885/179617		216.44	
A 600	Accounts Payable		2042947		378.75	
A 600	Accounts Payable		2042945/180711		324.66	
A 600	Accounts Payable		2042846/06-85		3,029.88	
A 600	Accounts Payable		2042880/06-85		9,522.48	
A 600	Accounts Payable		2042949		1,298.56	
A 600	Accounts Payable		2042884 181654		488.00	
A 600	Accounts Payable		2042885/180647		1,366.40	
A 600	Accounts Payable		2042945/182039		1,212.00	
A 600	Accounts Payable		2042945		561.20	
A 600	Accounts Payable		2042598 174560		432.84	
A 600	Accounts Payable		2042885/180703		227.25	
A 600	Accounts Payable		2042945 182042		136.64	
A 600	Accounts Payable		2042885/180707		303.00	
A 600	Accounts Payable		2042946 182176		439.20	
A 600	Accounts Payable		2042885/181542		409.92	
A 600	Accounts Payable		2042950		1,209.37	
A 600	Accounts Payable		2042885/181787		390.40	
A 600	Accounts Payable		2042885/181970		324.63	
Check Total:					88,291.79	
85107	08/04/2023	8451 T-MOBILE USA INC				
A 2630.4490-08-25	Contractual Services Computer		970450110 6/23-7/22/23	240196	400.00	400.00
Check Total:					400.00	
85108	08/04/2023	6911 TEACHERS COLLEGE/COLUMBIA UNIV				
A 600	Accounts Payable		TCRWP-184408		60.00	
A 600	Accounts Payable		TCRWP-183439		240.00	
A 600	Accounts Payable		TCRWP-183023		180.00	
A 600	Accounts Payable		TCRWP-182303		60.00	
Check Total:					540.00	

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 14: GENERAL 8.4.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date Account Description	Vendor ID Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
85109	08/04/2023	8890 TENDER AGE PT, INC.				
A 600	Accounts Payable		MAY 2023		1,140.00	
A 600	Accounts Payable		JUNE 2023		855.00	
			Check Total:		1,995.00	
85110	08/04/2023	3901 THE OMNI GROUP				
A 1310.4490-03-14	Contractual Services Bus. Office		23728	240107	2,508.00	2,508.00
			Check Total:		2,508.00	
85111	08/04/2023	8128 TOOLS FOR SCHOOLS INC				
A 2630.4600-08-25	State Aided Computer Software		INV-1260	240049	648.00	648.00
			Check Total:		648.00	
85112	08/04/2023	8136 TROPHY HUT				
A 600	Accounts Payable		23-905		64.56	
			Check Total:		64.56	
85113	08/04/2023	1720 VERIZON				
A 1620.4270-08-99	Telecommunications - DW		850-471-987-0001 -42 7/10/23	240194	62.91	62.91
A 1620.4270-08-99	Telecommunications - DW		152-203-427-0001 -75 6/30/23	240194	2,387.46	2,387.46
			Check Total:		2,450.37	
85114	08/04/2023	1720 VERIZON				
A 1620.4270-08-99	Telecommunications - DW		650-483-240-0001 -83 7/16/23	240194	56.66	56.66
			Check Total:		56.66	
85115	08/04/2023	1720 VERIZON				
A 600	Accounts Payable		650-483-240-0001 -83 6/16		56.35	
A 1620.4270-08-99	Telecommunications - DW		850072882000102	240194	62.91	62.91
			Check Total:		119.26	
85116	08/04/2023	1721 VERIZON WIRELESS				
A 1620.4270-08-99	Telecommunications - DW		9938606438 7/1	240195	93.93	93.93
			Check Total:		93.93	
85117	08/04/2023	5413 W.B. MASON CO., INC				
A 600	Accounts Payable		235844614		409.51	
A 600	Accounts Payable		235879641		33.80	
A 600	Accounts Payable		238047602		78.18	

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 14: GENERAL 8.4.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
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85118	08/04/2023		5273 WHITSONS SCHOOL NUTRITION COR			521.49	
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A 600			Accounts Payable	CAT33002		112.50	
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Number of Transactions: 67

Check Total:	112.50
Warrant Total:	1,334,362.14
Vendor Portion:	1,334,362.14

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 67 in number, in the total amount of \$1,334,362.14. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/31/23
Date

Supela J. Clamarter
Signature

Title

(M)

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 19: MANUAL - GENERAL - 8.4.23 For Dates 8/1/2023 - 8/31/2023



Check #	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
172	08/04/2023	529	FIDELITY MANAGEMENT TRUST CO		EMPLOYER NON -ELEC CONTRIB- 415c		178,872.00	
A 687			Compensated Absences					
Check Total:							178,872.00	
Warrant Total:							178,872.00	
Vendor Portion:							178,872.00	
Number of Transactions: 1								

HAUPPAUGE SCHOOLS



Check Warrant Report For A - 18: BENEFITS - GENERAL 8.4.23 For Dates 8/1/2023 - 8/31/2023

Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
85119	08/04/2023	7097	GUARDIAN LIFE INSURANCE CO	518552 AUG 2023	240160	12,153.73	12,153.73
A 9055.8000-08-92	Disability Insurance				Check Total:	12,153.73	
85120	08/04/2023	1148	NYS EMPLOYEES' HEALTH INS	596 AUGUST 2023	240106	1,143,574.33	1,143,574.33
A 9060.8000-08-92	Health Insurance				Check Total:	1,143,574.33	
85121	08/04/2023	2710	SELEDENT INC	JPT 2289 AUG 2023	240131	1,585.25	1,585.25
A 9061.8000-08-92	Dental Insurance				Check Total:	1,585.25	
85122	08/04/2023	3348	SUN LIFE INSURANCE & ANNUITY	824091 AUG 2023	240164	3,641.53	3,641.53
A 9045.8000-08-92	Life Insurance				Check Total:	3,641.53	
85123	08/04/2023	4546	UPSE BENEFIT PLAN	AUGUST 2023	240168	229,473.30	229,473.30
A 9060.8000-08-92	Health Insurance				Check Total:	229,473.30	
					Warrant Total:	1,390,428.14	
					Vendor Portion:	1,390,428.14	
Number of Transactions: 5							

Number of Transactions: 5

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 5 in number, in the total amount of \$1,390,428.14. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/13/23
Date

[Signature]
Signature

Title

[Signature]

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 16: PAYROLL - AUG #1 For Dates 8/1/2023 - 8/31/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
1890	08/01/2023	529	FIDELITY MANAGEMENT TRUST CO	A 729		1,328.00	
					Check Total:	1,328.00	
1891	08/01/2023	1012	METROPOLITAN LIFE INSURANCE	A 729		150.00	
					Check Total:	150.00	
1892	08/01/2023	1085	NEW YORK LIFE INSURANCE &	A 729		125.00	
					Check Total:	125.00	
1893	08/01/2023	1192	OPPENHEIMER FUNDS DISTRIBUTOR	A 729		2,922.00	
					Check Total:	2,922.00	
1894	08/01/2023	1634	THE EQUITABLE	A 729		5,768.85	
					Check Total:	5,768.85	
1895	08/01/2023	1663	TRAVELERS INSURANCE CO	A 729		600.00	
					Check Total:	600.00	
1896	08/01/2023	1810	ING NATIONAL TRUST	A 729		1,425.00	
					Check Total:	1,425.00	
1897	08/01/2023	2509	JP MORGAN CHASE	A 726		40,130.03	
				A 726		40,130.03	
				A 722		72,545.34	
				A 726		9,385.28	
				A 726		9,385.22	
				A 721		33,314.27	
				A 728		109.92	
					Check Total:	205,000.09	
1898	08/01/2023	2711	LINCOLN INVESTMENT PLANNING	A 729		3,303.00	

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 16: PAYROLL - AUG #1 For Dates 8/1/2023 - 8/31/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
1899	08/01/2023	4501	NYS DEFERRED COMPENSATION PLAN	A 7291	Check Total:	3,303.00	
1900	08/01/2023	5342	MUTUAL, INC.	A 729	Check Total:	659.61	
1901	08/01/2023	7541	GWN SECURITIES INC	A 729	Check Total:	3,043.00	
<div> <div>Check Total:</div> <div>Warrant Total:</div> <div>Vendor Portion:</div> </div>							<div>30.00</div> <div>30.00</div> <div>224,354.55</div> <div>224,354.55</div>

Number of Transactions: 12

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 12 in number, in the total amount of \$ 224,354.55. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/3/23 Date
[Signature] Signature
Claims Architect Title

(17)



HAUPPAUGE SCHOOLS

Check Warrant Report For F - 2: FEDERAL 8.4.23 For Dates 8/1/2023 - 8/31/2023

Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
7752	08/04/2023		7692 DAVINCI EDUCATION & RESEARCH	17369		1,170.00	
F 600			Accounts Payable			210.00	
F 600			Accounts Payable	17383		1,380.00	
					Check Total:		
7753	08/04/2023		1418 SCHOLASTIC, INC.	48440472		2,491.80	
F 600			Accounts Payable			2,491.80	
					Check Total:		
					Warrant Total:	3,871.80	
					Vendor Portion:	3,871.80	

Number of Transactions: 2

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 2 in number, in the total amount of \$3,871.80. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/3/23
Date

[Signature]
Signature

Claims Administrator
Title

(M)

Check Warrant Report For A - 20: GENERAL - 8.18.23 For Dates 8/1/2023 - 8/31/2023



08/24/2023 08:26 AM

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 20: GENERAL - 8.18.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
A 2110.5010-05-29			Supplies & Materials PI K-2	1RHP-HP4G-YTNP	240222	186.09	186.09
A 2110.5010-05-30			Supplies & Materials PI 3-5	11KF-K9YC-RNLW	240224	386.37	386.37
A 2630.5010-08-25			Supplies & Materials Computer	1XG3-JC1J-1NWC	240256	629.95	629.95
A 2630.5010-08-25			Supplies & Materials Computer	1QFW-K3PR-WXXY	240257	115.75	115.75
A 2630.5010-08-25			Supplies & Materials Computer	1933-WPJX-YDVH	240258	169.14	169.14
A 2630.5010-08-25			Supplies & Materials Computer	1JJN-JX3K-DDD6	240259	204.57	204.57
A 2630.5010-08-25			Supplies & Materials Computer	1VXM-KKMD-XMJD	240260	291.00	291.00
A 2630.5010-08-25			Supplies & Materials Computer	1HYN-96MQ-TXNQ	240261	349.99	349.99
A 2110.5010-01-82			Supplies & Materials HS Tech Ed	1977-JWRH-JDRT	240299	30.39	30.39
A 2110.5010-01-74			Supplies & Materials HS PE	1W1V-XDP1-9NYR	240323	292.43	292.43
A 2110.5010-01-79			Supplies & Materials HS Soc Stu	141V-33VW-FW1V	240333	215.90	215.90
A 2630.5010-08-25			Supplies & Materials Computer	1QXD-GQ9X-JWJN	240325	1,373.10	1,373.10
A 2110.5010-06-78			Supplies & Materials MS World Languages	174C-YQNV-F9PG	240334	44.52	44.52
A 2630.5010-08-25			Supplies & Materials Computer	1JQW-7LNQ-FPW9	240340	262.07	262.07
A 600			Accounts Payable	1QY9-RTFD-1RMW		351.23	
A 2020.5010-01-07			Supplies & Materials HS	1VVG-PHRV-CQLM	240084	425.97	425.97
A 2110.5010-05-29			Supplies & Materials PI K-2	1D19-FC3V-6Q7G	240085	237.64	237.64
A 2110.5010-05-30			Supplies & Materials PI 3-5	17W6-KN9G-RDMH	240086	271.84	271.84
A 2021.5010-01-64			Supplies & Materials Lang Arts	1NTW-7QTW-PFNF	240208	53.68	53.68
A 2110.6810-01-64			Textbooks HS Language Arts	1HYN-96MQ-PFPJ	240209	136.61	136.61
A 2110.5010-05-30			Supplies & Materials PI 3-5	1RHP-HP4G-YTNP	240222	196.63	196.63
A 2110.4630-01-74			Equipment Service & Repair HS	1DWR-JWRQ-OT6D	240323	15.88	15.88

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 20: GENERAL - 8.18.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
A 2630.5010-08-25	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	13H7-WYHJ-7X7F	240340	290.06	290.06
A 2110.6805-05-29	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	1D19-FC3V-6Q7G	240085	149.97	149.97
A 2110.5010-05-29	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	17W6-KN9G-RDMH	240086	73.82	73.82
A 2110.5010-01-74	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	1DWR-JWRQ-9T6P	240323	9.90	9.90
85126	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	Check Total:		9,203.11	
A 2070.4680-03-08	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	31104	240066	245.00	245.00
85127	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	Check Total:		245.00	
A 600	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	9932		190.00	
85128	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	Check Total:		190.00	
A 600	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	9651		1,690.00	
A 600	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	CSE6208		1,700.00	
A 600	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	CSE6314		2,400.00	
A 600	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	9653		1,425.00	
A 600	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	9791		1,690.00	
A 600	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	9800		1,690.00	
A 600	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	9813		945.00	
A 600	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	8959-1		1,425.00	
A 600	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	8979-1		1,340.00	
A 600	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	9840		1,840.00	
A 600	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	9859		1,690.00	
85129	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	Check Total:		17,835.00	
A 2855.5070-01-85	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	922239122	240341	5,149.50	5,149.50
85130	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	Check Total:		5,149.50	
A 2630.4490-08-25	08/18/2023	5266	AMERICAN COUNCIL / TEACHING	07840-989513-01-0 8/1-8/31/23	240191	116.99	116.99
08/24/2023 08:26 AM							Page 3/16

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 20: GENERAL - 8.18.23 For Dates 8/1/2023 - 8/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
85131	A 2630.4490-08-25	08/18/2023	2670	CDW G INC.	Contractual Services Computer	07840-160958-01-9 8/1-8/31/23	240192	224.95	224.95
	A 2630.4490-08-25				Contractual Services Computer	07840-005399-01-3 8/1-8/31/23	240191	42.00	42.00
	A 2630.4490-08-25				Contractual Services Computer	07840-155304-01-1 8/1-8/31/23	240192	224.95	224.95
	A 2630.4490-08-25				Contractual Services Computer	07840-005401-01-6 8/1-8/31	240191	42.09	42.09
						Check Total:		650.98	
85132	A 2630.4631-08-25	08/18/2023	465	EASTERN SUFFOLK BOCES	Non-Instructional Computer Software	KX61898	240149	246.50	246.50
	A 631				Due To Other Governments	286-23F		281.00	
	A 631				Due To Other Governments	C1213-23		83,607.79	
						Check Total:		246.50	
85133	A 600	08/18/2023	8123	THE ELIJA SCHOOL INC	Accounts Payable	30856 MAY TUIT		11,320.83	
	A 600				Accounts Payable	30905 JUNE TUIT		11,320.83	
	A 600				Accounts Payable	30856 MAY SVCS		4,800.00	
	A 600				Accounts Payable	30905 JUNE SVCS		4,755.00	
						Check Total:		32,196.66	
85134	A 1621.4490-08-16	08/18/2023	3649	ENVIRONMENTAL GEESE CONTROL, INC.	Contractual Services Maintenance	4876	240041	650.00	650.00
						Check Total:		650.00	
85135	A 1310.5010-03-14	08/18/2023	4870	EPES SOFTWARE	Supplies & Materials Business Office	12699 CUST ID#17824	240095	176.00	200.00
						Check Total:		176.00	
85136	A 600	08/18/2023	527	FEDEX	Accounts Payable	9-654-99148 ACCT 1150-2952-5		9.57	

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 20: GENERAL - 8.18.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date	Vendor ID Account Description	Invoice Number	PO Number	Check Amount	Liquidated
85137	08/18/2023	8133 BRIAN FERRARA			9.57	
A 600		Accounts Payable	REIMB BANNERS		45.90	
					45.90	
85138	08/18/2023	8487 GENERAL CRYOGENIC TECH. LLC				
A 1620.5400-10-15		Custodial Supplies Pool	00093809	240045	246.71	246.71
A 1620.5400-10-15		Custodial Supplies Pool	00094299	240045	70.00	70.00
A 1620.5400-10-15		Custodial Supplies Pool	00093997	240045	95.86	95.86
					412.57	
85139	08/18/2023	1734 **CONTINUED** GRAINGER INC				
					0.00	
85140	08/18/2023	1734 GRAINGER INC				
A 1621.5440-08-16		Electrical Supplies	9759469688	240002	103.50	103.50
A 1620.5010-01-15		Supplies & Materials Custodial - HS	9762295187	240004	364.61	364.61
A 1621.5460-08-16		Hardware & Lumber Supplies	9762295153	240001	380.64	380.64
A 1621.5450-08-16		Plumbing	9759469662	240003	74.80	74.80
A 1621.5440-08-16		Electrical Supplies	9759469670	240002	180.95	180.95
A 1620.5010-01-15		Supplies & Materials Custodial - HS	9768464530	240004	151.20	151.20
A 1621.5460-08-16		Hardware & Lumber Supplies	9765018230	240001	64.88	64.88
A 1621.5450-08-16		Plumbing	9761271544	240003	438.94	438.94
A 1621.5440-08-16		Electrical Supplies	9761271536	240002	207.00	207.00
A 1621.5460-08-16		Hardware & Lumber Supplies	9765018206	240001	364.01	364.01
A 1621.5450-08-16		Plumbing	9761271551	240003	99.96	99.96
A 1621.5440-08-16		Electrical Supplies	9761271528	240002	156.83	156.83
A 1621.5460-08-16		Hardware & Lumber Supplies	9768464548	240001	448.10	448.10
A 1621.5450-08-16		Plumbing	9765018214	240003	1,008.12	1,008.12
A 1621.5440-08-16		Electrical Supplies	9762295179	240002	537.25	537.25
A 1621.5460-08-16		Hardware & Lumber Supplies	9768464555	240001	54.31	54.31
A 1621.5450-08-16		Plumbing	9768464522	240003	124.94	124.94
A 1621.5440-08-16		Electrical Supplies	9765018222	240002	620.10	620.10
A 1621.5460-08-16		Hardware & Lumber Supplies	9769837254	240001	157.22	157.22

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 20: GENERAL - 8.18.23 For Dates 8/1/2023 - 8/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
A 1621.5450-08-16	Plumbing					9769837239	240003	145.32	145.32
A 1621.5440-08-16	Electrical Supplies					9772905049	240002	346.15	346.15
A 1621.5460-08-16	Hardware & Lumber Supplies					9771264216	240001	174.70	174.70
A 1621.5450-08-16	Plumbing					9771264224	240003	771.90	771.90
A 1621.5440-08-16	Electrical Supplies					9772905015	240002	214.44	214.44
A 1621.5460-08-16	Hardware & Lumber Supplies					9772905031	240001	47.63	47.63
A 1621.5450-08-16	Plumbing					9772905007	240003	35.40	35.40
A 1621.5440-08-16	Electrical Supplies					9774353214	240002	465.50	465.50
A 1621.5460-08-16	Hardware & Lumber Supplies					9774353180	240001	762.55	762.55
A 1621.5450-08-16	Plumbing					9777431983	240003	242.37	242.37
A 1621.5440-08-16	Electrical Supplies					9777431991	240002	350.00	350.00
A 1621.5450-08-16	Plumbing					9783110100	240003	773.28	773.28
A 1621.5440-08-16	Electrical Supplies					9783110126	240002	99.15	99.15
A 1621.5450-08-16	Plumbing					9783110118	240003	252.54	252.54
Check Total:								10,218.29	
85141	08/18/2023	8871 HEALTH SOURCE GROUP, INC.	10					8,580.00	
A 600	Accounts Payable							8,580.00	
Check Total:								8,580.00	
85142	08/18/2023	7055 HELPING HANDS CHILDRENS SERVIC							
A 600	Accounts Payable					6428632		1,852.50	
Check Total:								1,852.50	
85143	08/18/2023	1812 HOPE FOR YOUTH, INC.							
A 600	Accounts Payable					003653		1,350.00	
Check Total:								1,350.00	
85144	08/18/2023	4248 ISLIP TOWN SCHOOL BOARD ASSOC							
A 1920.4480-08-11	School Association Dues					23/24 DUES	240172	65.00	100.00
Check Total:								65.00	
85145	08/18/2023	8606 KIDZ EDUCATIONAL SVCS SLP,OT,PT							
A 600	Accounts Payable					HAU 23-05-ALT-JT		30,062.50	
A 600	Accounts Payable					HAU 23-06		936.75	
A 600	Accounts Payable					HAU 23-06-ALT-JT		28,705.50	

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Check Warrant Report For A - 20: GENERAL - 8.18.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date Account Description	Vendor ID Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
A 600	Accounts Payable		HAU 23-06-IVY		6,134.50	
				Check Total:	65,839.25	
85146	08/18/2023	8673 JO ANN LAWLER				
A 600	Accounts Payable		MEDICARE PART B 2022		5,714.40	
				Check Total:	5,714.40	
85147	08/18/2023	5300 LITTLE FLOWER UFSD				
A 600	Accounts Payable		7270		11,327.87	
				Check Total:	11,327.87	
85148	08/18/2023	8558 LONG ISLAND WASTE SERVICES LLC				
A 1620.4620-01-15	Cartage - HS		679211	240039	1,736.17	1,736.17
A 1620.4620-01-15	Cartage - HS		679212	240039	210.18	210.18
A 1620.4620-02-15	Cartage - FB		679213	240039	759.18	759.18
A 1620.4620-03-15	Cartage - Whip		679206	240039	466.55	466.55
A 1620.4620-03-15	Cartage - Whip		679207	240039	281.93	281.93
A 1620.4620-04-15	Cartage - BW		679209	240039	920.33	920.33
A 1620.4620-05-15	Cartage - PI		679208	240039	830.10	830.10
A 1620.4620-06-15	Cartage - MS		679210	240039	1,126.61	1,126.61
A 1620.4620-10-15	Cartage - Pool		679211	240039	9.27	9.27
A 1620.4620-10-15	Cartage - Pool		679212	240039	1.10	1.10
A 1620.4620-11-15	Cartage - New Beginnings		679206	240039	79.54	79.54
A 1620.4620-11-15	Cartage - New Beginnings		679207	240039	47.72	47.72
A 1620.4620-12-15	Cartage - TOPS		679206	240039	146.51	146.51
A 1620.4620-12-15	Cartage - TOPS		679207	240039	87.91	87.91
				Check Total:	6,703.10	
85149	08/18/2023	5582 LOWES HOME CENTERS INC				
A 1621.2010-08-16	Non Instructional Equip DW		989632-LKHGDO	240134	2,079.46	2,516.03
A 1621.5460-08-16	Hardware & Lumber Supplies		957717-LHLVVO	240005	239.02	239.02
A 1621.5460-08-16	Hardware & Lumber Supplies		957850-LISSWO	240005	165.04	165.04
A 1621.5460-08-16	Hardware & Lumber Supplies		957040-LKMLIL	240005	107.07	107.07
				Check Total:	2,590.59	
85150	08/18/2023	5463 DAWN LYNCH				
A 600	Accounts Payable		REIMB CONF 6/23/23		570.00	

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Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
85151	08/18/2023	8148	MAXIM HEALTHCARE SVCS HOLDINGS INC				
A 600			Accounts Payable	E10030520027		926.70	
A 600			Accounts Payable	E9907540027/6-5-6/16		4,812.50	
A 600			Accounts Payable	E10086230027		550.00	
A 600			Accounts Payable	E9990890027/6/12-6/16		4,620.00	
A 600			Accounts Payable	E10030520027		91.85	
A 600			Accounts Payable	E9907540027/6/5-6/16		1,415.40	
A 600			Accounts Payable	E9990890027/6/12-6/16		1,356.05	
				Check Total:		13,772.50	
85152	08/18/2023	1010	METRO THERAPY				
A 600			Accounts Payable	267,484		300.00	
A 600			Accounts Payable	267,013		3,800.00	
A 600			Accounts Payable	267,485		225.00	
A 600			Accounts Payable	267,015		450.00	
A 600			Accounts Payable	267,299		3,500.00	
A 600			Accounts Payable	267,301		350.00	
				Check Total:		8,625.00	
85153	08/18/2023	6091	DONALD MURPHY				
A 1240.4680-03-10			Business & Conference Exp Supt. Office	PORT JEFF VILLAGE CTR	240062	200.00	200.00
A 1240.4680-03-10			Business & Conference Exp Supt. Office	REIMB FB INTERVIEWS 8/7/23	240061	72.96	72.96
				Check Total:		272.96	
85154	08/18/2023	1092	NEW YORK THERAPY PLACEMENT SER				
A 600			Accounts Payable	2457 JAN 2023		1,657.00	
A 600			Accounts Payable	2466 DEC 2022		90.00	
A 600			Accounts Payable	2458 FEB2023		1,821.00	
A 600			Accounts Payable	2467 APR 2023		2,224.00	

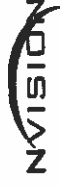
HAUPPAUGE SCHOOLS

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Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
A 600			Accounts Payable	2459 MAR 2023		2,926.00	
A 600			Accounts Payable	2468 MAY 2023		2,989.00	
A 600			Accounts Payable	2460 APR 2023		520.00	
A 600			Accounts Payable	2470 JUNE 2023		100.00	
A 600			Accounts Payable	2464 MAY 2023		17,328.00	
A 600			Accounts Payable	2472 JUNE 2023		12,589.00	
A 600			Accounts Payable	2461 MAY 2023		1,200.00	
A 600			Accounts Payable	2473 JUNE 2023		2,699.00	
A 600			Accounts Payable	2463 MAY 2023		26,030.00	
A 600			Accounts Payable	2469 JUNE 2023		1,200.00	
A 600			Accounts Payable	2465 MAY 2023		330.00	
A 600			Accounts Payable	2471 JUNE 2023		18,422.50	
A 600			Accounts Payable	2462 MAY 2023		100.00	
A 600			Accounts Payable	2474 JUNE 2023		180.00	
				Check Total:		92,405.50	
85155	08/18/2023		1115 NORTH SHORE NEWS GROUP	JUNE-23		552.76	
A 600			Accounts Payable			552.76	
85156	08/18/2023		7538 NY SCHOOLS INSURANCE				
A 1910.4100-08-18			Liability Ins Property & Casualty	1000008157	240105	576,557.00	576,557.00
				Check Total:		576,557.00	
85157	08/18/2023		1144 NYS UNEMPLOYMENT INSURANCE	REG#04-633803		1,250.17	
A 600			Accounts Payable			1,250.17	
85158	08/18/2023		1162 NYSARC INC.				
A 600			Accounts Payable	SCH008508 JUNE		26,642.00	
A 600			Accounts Payable	AIDES001837 JUNE		2,280.80	
				Check Total:		28,922.80	
85159	08/18/2023		1152 NYSPHSAA				
A 2855.4480-01-85			Dues & Participation I/S Athletics HS	D20768	240225	2,314.00	2,314.00
				Check Total:		2,314.00	
85160	08/18/2023		7126 OTIS ELEVATOR COMPANY				

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Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
A 1621.4630-01-16			Equip Service & Repair HS	100401200005 JULY	240040	514.07	514.07
A 1621.4630-01-16			Equip Service & Repair HS	100401235171 AUG	240040	514.07	514.07
A 1621.4630-02-16			Equip Service & Repair FB	100401200011 JULY	240040	181.42	181.42
A 1621.4630-02-16			Equip Service & Repair FB	100401235175 AUG	240040	181.42	181.42
A 1621.4630-04-16			Equip Service & Repair BW	100401200010 JULY	240040	323.88	323.88
A 1621.4630-04-16			Equip Service & Repair BW	100401235174 AUG	240040	323.88	323.88
A 1621.4630-06-16			Equip Service & Repair MS	100401200008 JULY	240040	514.06	514.06
A 1621.4630-06-16			Equip Service & Repair MS	100401235172 AUG	240040	514.06	514.06
A 1621.4630-03-16			Equip Service & Repair Whip	100401200009 JULY	240040	323.86	323.86
A 1621.4630-03-16			Equip Service & Repair Whip	100401235173 AUG	240040	323.86	323.86
Check Total:						3,714.58	
85161	08/18/2023		8647 PARTS AUTHORITY, LLC				
A 1620.4630-08-99			Equip Service & Repair Security DW	073968188	240047	40.99	40.99
A 1620.4630-08-99			Equip Service & Repair Security DW	038118788	240047	121.55	121.55
A 1620.4630-08-99			Equip Service & Repair Security DW	031147979	240047	120.26	120.26
A 1620.4630-08-99			Equip Service & Repair Security DW	038613946	240047	-60.13	66.99
A 1620.4630-08-99			Equip Service & Repair Security DW	038119396	240047	127.12	127.12
A 1620.4630-08-99			Equip Service & Repair Security DW	031176782	240047	60.13	60.13
A 1620.4630-08-99			Equip Service & Repair Security DW	073972547	240047	135.77	135.77
A 1620.4630-08-99			Equip Service & Repair Security DW	038614105	240047	-35.00	10.75
A 1620.4630-08-99			Equip Service & Repair Security DW	072403282	240047	45.75	45.75

HAUPPAUGE SCHOOLS

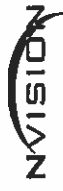
Check Warrant Report For A - 20: GENERAL - 8.18.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date	Vendor ID Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
85162	08/18/2023	1259 PINCUS RUTH			556.44	
A 600		Accounts Payable	REIMB. ISTA		1,135.94	
85163	08/18/2023	3331 **CONTINUED** POSITIVE BEHAVIOR SUPPORT			1,135.94	
85164	08/18/2023	3331 POSITIVE BEHAVIOR SUPPORT			0.00	
A 600		Accounts Payable	2365283337KM		350.00	
A 600		Accounts Payable	2335277484OC		225.00	
A 600		Accounts Payable	2345279491OC		150.00	
A 600		Accounts Payable	2355277935CD		150.00	
A 600		Accounts Payable	2365283338FP		175.00	
A 600		Accounts Payable	2335273506CD		150.00	
A 600		Accounts Payable	2345277105CD		150.00	
A 600		Accounts Payable	2355279846CH		300.00	
A 600		Accounts Payable	2365281524AS		175.00	
A 600		Accounts Payable	2335276077BG		150.00	
A 600		Accounts Payable	2345278257CH		300.00	
A 600		Accounts Payable	2355279534AK		150.00	
A 600		Accounts Payable	2365261581HA		11,310.00	
A 600		Accounts Payable	2335274751CH		300.00	
A 600		Accounts Payable	2345261538HA		6,135.00	
A 600		Accounts Payable	2355261558HA		14,950.00	
A 600		Accounts Payable	2365281811CD		2,175.00	
A 600		Accounts Payable	2335275581AK		150.00	
A 600		Accounts Payable	2345277105CD		1,800.00	
A 600		Accounts Payable	2355277935CD		2,250.00	
A 600		Accounts Payable	2365280277RF		675.00	
A 600		Accounts Payable	2335274753RM		300.00	
A 600		Accounts Payable	2345279254RF		675.00	
A 600		Accounts Payable	2355280269RF		1,950.00	
A 600		Accounts Payable	2365282014RM		1,350.00	

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Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
	A 600				Accounts Payable	2335276137GM		150.00	
	A 600				Accounts Payable	2345277398RM		1,200.00	
	A 600				Accounts Payable	2355279667RM		1,950.00	
	A 600				Accounts Payable	2365275865CR		1,275.00	
	A 600				Accounts Payable	2335275951CW		150.00	
	A 600				Accounts Payable	2345275850CR		1,350.00	
	A 600				Accounts Payable	2355281176KM		525.00	
	A 600				Accounts Payable	2365282659KS		700.00	
	A 600				Accounts Payable	2335261515HA		14,705.00	
	A 600				Accounts Payable	2345277401KS		875.00	
	A 600				Accounts Payable	2355281174FP		350.00	
	A 600				Accounts Payable	2365261719RS		1,750.00	
	A 600				Accounts Payable	2335273506CD		3,075.00	
	A 600				Accounts Payable	2345261683RS		1,400.00	
	A 600				Accounts Payable	2355275856CR		2,025.00	
	A 600				Accounts Payable	2365282794CH		300.00	
	A 600				Accounts Payable	2335274753RM		1,800.00	
	A 600				Accounts Payable	2355279670KS		1,225.00	
	A 600				Accounts Payable	2365282224AK		150.00	
	A 600				Accounts Payable	2335275329KM		350.00	
	A 600				Accounts Payable	2355281522AS		350.00	
	A 600				Accounts Payable	2365283760CW		150.00	
	A 600				Accounts Payable	2335275332FP		175.00	
	A 600				Accounts Payable	2355261699RS		2,800.00	
	A 600				Accounts Payable	2335272973CR		2,025.00	
	A 600				Accounts Payable	2335274756KS		1,050.00	
	A 600				Accounts Payable	2335275333AS		350.00	
	A 600				Accounts Payable	2335261665RS		3,150.00	
Check Total:								91,800.00	

85165 08/18/2023 1308 R C S MUSICAL INSTRUMENT

A 600	Accounts Payable	14671/FB	432.00
A 600	Accounts Payable	14670/BW	300.00
A 600	Accounts Payable	14688/PI	300.00

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Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
A 600			Accounts Payable	14666/HS		876.00	
A 600			Accounts Payable	14667/HS		672.00	
A 600			Accounts Payable	14668/HS		874.00	
A 600			Accounts Payable	14672/HS		588.00	
A 600			Accounts Payable	14673/MS		828.00	
A 600			Accounts Payable	14674/MS		792.00	
A 600			Accounts Payable	14675/MS		778.00	
A 600			Accounts Payable	14677/MS		720.00	
A 600			Accounts Payable	14678/MS		588.00	
				Check Total:		7,748.00	
85166	08/18/2023	1441	SCOPE				
A 1920.4480-08-11			School Association Dues	54332	240112	3,264.00	3,264.00
				Check Total:		3,264.00	
85167	08/18/2023	3736	SEALE, JOANNE				
A 600			Accounts Payable	REIMB ISTE CONF 6/25- 6/28/23		1,399.14	
				Check Total:		1,399.14	
85168	08/18/2023	1452	SECTION XI INC				
A 600			Accounts Payable	1022650		11,630.51	
				Check Total:		11,630.51	
85169	08/18/2023	5959	SKL ENTERPRISES				
A 2630.4600-08-25			State Aided Computer Software	332305-23	240051	375.00	375.00
				Check Total:		375.00	
85170	08/18/2023	1480	SMITHTOWN CENTRAL S.D.				
A 631			Due To Other Governments	432-23A		56,730.53	
				Check Total:		56,730.53	
85171	08/18/2023	8932	SOUTH SHORE CHARTER SCHOOL				
A 2110.4730-08-13			Tuition Paid To Charter Schools		240089	6,434.00	6,434.00
				Check Total:		6,434.00	
85172	08/18/2023	2755	SUFFOLK COUNTY DEPARTMENT				
A 1621.4650-03-16			Building Repair Contracts Whip	ENF-23-00080- EE/SITE-14278- OPC	240705	425.00	425.00
A 1621.4650-06-16			Building Repair Contracts MS	ENF-23-00076- EE/SITE-07507	240704	250.00	250.00

HAUPPAUGE SCHOOLS



Check Warrant Report For A - 20: GENERAL - 8.18.23 For Dates 8/1/2023 - 8/31/2023

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
85173		08/18/2023	1574	SUFFOLK TRANSPORTATION SYSTEMS		2042946/181553		432.84	
	A 600			Accounts Payable		2042946/181554		390.40	
	A 600			Accounts Payable		2042946/182157		3,029.88	
	A 600			Accounts Payable		2042946/182157		757.54	
	A 600			Accounts Payable		2042884/180701		865.68	
	A 600			Accounts Payable		2042884/180701		108.22	
	A 600			Accounts Payable		2042884/181550		324.63	
	A 600			Accounts Payable		2042884/181551		324.63	
	A 600			Accounts Payable		2042884/181552		432.84	
						Check Total:		6,566.66	
85174		08/18/2023	7397	SUPER TEACHER WORKSHEETS		4846	240146	975.00	975.00
	A 2630.4600-08-25			State Aided Computer Software			Check Total:	975.00	
85175		08/18/2023	4558	SWITCH TECHNOLOGIES, INC.		HAUP8758-2304	240251	23,764.56	23,764.56
	A 2630.4490-08-25			Contractual Services Computer		HAUP8757-2303	240252	6,630.00	6,630.00
	A 2630.4490-08-25			Contractual Services Computer		HAUP8747-2299	240201	17,706.00	17,706.00
	A 2630.4490-08-25			Contractual Services Computer		HAUP8749-2290	240139	1,694.90	1,694.90
	A 2630.4490-08-25			Contractual Services Computer		HAUP8746-2289	240138	12,479.52	12,479.52
						Check Total:		62,274.98	
85176		08/18/2023	6023	T&T BALDWIN		23-51032		397.00	
	A 600			Accounts Payable			Check Total:	397.00	
85177		08/18/2023	8320	TBP PRODUCTIONS LLP		47117	240145	1,050.00	1,050.00
	A 2630.4600-08-25			State Aided Computer Software			Check Total:	1,050.00	
85178		08/18/2023	1694	UNITED CEREBRAL PALSY		RS APR 2023		1,050.00	
	A 600			Accounts Payable		REG MAY 2023		7,705.64	
	A 600			Accounts Payable					

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 20: GENERAL - 8.18.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date Account Description	Vendor ID Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
A 600	Accounts Payable		REG JUNE 2023		5,779.23	
A 600	Accounts Payable		REG MAY 2023		7,705.64	
A 600	Accounts Payable		RS MAY 2023		1,680.00	
A 600	Accounts Payable		JUNE RELATED SRVS		1,505.00	
A 600	Accounts Payable		REG JUNE 2023		5,779.23	
			Check Total:		31,204.74	
85179	08/18/2023	1695 UNITED PARCEL SERVICE				
A 600	Accounts Payable		0000158974273		308.04	
			Check Total:		308.04	
85180	08/18/2023	1720 VERIZON				
A 1620.4270-08-99	Telecommunications - DW		152-203-427-0001 -75 8/1-8/31	240194	2,387.49	2,387.49
			Check Total:		2,387.49	
85181	08/18/2023	1720 VERIZON				
A 1620.4270-08-99	Telecommunications - DW		551690419000170 /6.13-7.12	240194	56.35	56.35
A 1620.4270-08-99	Telecommunications - DW		551690419000170 7/13-8/12	240194	56.66	56.66
			Check Total:		113.01	
85182	08/18/2023	8728 WILTON REASSURANCE LIFE CO of NY				
A 7206	Insurance-Critical Care		CASE #: 04017		62.21	
			Check Total:		62.21	
85183	08/18/2023	8002 WISDOM PROTECTIVE SERVICES				
A 600	Accounts Payable		7974 JUNE		40,013.73	
			Check Total:		40,013.73	
85184	08/18/2023	7921 ZYCRON INDUSTRIES INC				
A 600	Accounts Payable		5571		139.53	
			Check Total:		139.53	
85187	08/18/2023	5956 CHRISTOPHER DOWD				
A 2110.5010-01-82	Supplies & Materials HS Tech Ed		10.4.22		140.79	
A 2110.5010-01-82	Supplies & Materials HS Tech Ed		10.26.22		30.96	
A 2110.5010-01-82	Supplies & Materials HS Tech Ed		3.14.23		40.38	
A 2110.5010-01-82	Supplies & Materials HS Tech Ed		3.25.23		29.94	

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 20: GENERAL - 8.18.23 For Dates 8/1/2023 - 8/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
A 2110.5010-01-82				Supplies & Materials HS Tech Ed		4.3.23		101.94	
A 2110.5010-01-82				Supplies & Materials HS Tech Ed		2.15.23		100.85	
A 2110.5010-01-82				Supplies & Materials HS Tech Ed		6.6.23		79.41	
Check Total:								524.27	
Warrant Total:								1,320,543.80	
Vendor Portion:								1,320,543.80	

Number of Transactions: 64

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 64 in number, in the total amount of \$1,320,543.80. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/31/23 Date
[Signature] Signature
Chief Accountant Title

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 25: GENERAL - MANUAL 8.18.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
173	08/18/2023	2710	SELEDENT INC				
A 600			Accounts Payable	CLAIMS 7/26/23 120		7,569.30	
A 9061.8000-08-92			Dental Insurance	CLAIMS 7/26/23 120	240131	6,474.80	6,474.80
				Check Total:		14,044.10	
174	08/18/2023	5470	PMA MANAGEMENT CORP.				
A 223			Cash With Fiscal Agent	S187074NPN		30,292.99	
				Check Total:		30,292.99	
				Warrant Total:		44,337.09	
				Vendor Portion:		44,337.09	

Number of Transactions: 2

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 2 in number, in the total amount of \$44,337.09. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/17/23
Date

[Signature]
Signature

[Signature]
Title

[Signature]

HAUPPAUGE SCHOOLS



Check Warrant Report For A - 26: GENERAL - EMERGENCY 8.18.23 For Dates 8/1/2023 - 8/31/2023

Check #	Account	Check Date	Vendor ID	Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
85188	A 2850.4580-01-68	08/18/2023	1044	MOUNT ALVERNIA	6-694 DEPOSIT	240360	1,237.50	1,237.50
				Student Travel Fees/Reg Co				
				Curric HS				
					Check Total:		1,237.50	
85189	A 1620.4680-08-99	08/18/2023	6368	TOWN OF ISLIP,	PERMIT- HOMECOMING 10/14/23	240709	100.00	100.00
				Business/Conference Security				
				DW				
					Check Total:		100.00	
85190	A 1620.4680-08-99	08/18/2023	6368	TOWN OF ISLIP,	PERMIT- FIREWORKS 10/14/23	240710	600.00	600.00
				Business/Conference Security				
				DW				
					Check Total:		600.00	
					Warrant Total:		1,937.50	
					Vendor Portion:		1,937.50	

Number of Transactions: 3

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 3 in number, in the total amount of \$ 1,937.50. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/31/23 Date [Signature] Signature Claudia H. Deluca Title

(P)

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 22: PAYROLL - AUG #2 For Dates 8/1/2023 - 8/31/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
1902	08/16/2023	529	FIDELITY MANAGEMENT TRUST CO	A 729		1,328.00	
					Check Total:	1,328.00	
1903	08/16/2023	734	HUFSD - GENERAL FUND	A 718TRS		8,806.75	
					Check Total:	8,806.75	
1904	08/16/2023	1012	METROPOLITAN LIFE INSURANCE	A 729		150.00	
					Check Total:	150.00	
1905	08/16/2023	1085	NEW YORK LIFE INSURANCE &	A 729		125.00	
					Check Total:	125.00	
1906	08/16/2023	1149	NYS EMPLOYEES RETIREMENT	A 718ERS		8,041.77	
				A 718ERS		760.00	
				A 718ERS		4,727.00	
					Check Total:	13,528.77	
1907	08/16/2023	1192	OPPENHEIMER FUNDS DISTRIBUTOR	A 729		2,952.00	
					Check Total:	2,952.00	
1908	08/16/2023	1634	THE EQUITABLE	A 729		25,135.85	
					Check Total:	25,135.85	
1909	08/16/2023	1663	TRAVELERS INSURANCE CO	A 729		600.00	
					Check Total:	600.00	
1910	08/16/2023	1810	ING NATIONAL TRUST	A 729		1,425.00	
					Check Total:	1,425.00	
1911	08/16/2023	2509	JP MORGAN CHASE	A 726		40,335.29	
				A 726		40,335.34	
				A 722		66,477.72	

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 22: PAYROLL - AUG #2 For Dates 8/1/2023 - 8/31/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
Number of Transactions: 16					Warrant Total:	266,406.86	
					Vendor Portion:	266,406.86	

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 16 in number, in the total amount of \$ 266,406.86. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/17/23 [Signature] Chris Agster
Date Signature Title

10

HAUPPAUGE SCHOOLS

Check Warrant Report For F - 3: FEDERAL 8.18.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date Account Description	Vendor ID Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
7754 F 600	08/18/2023 Accounts Payable	7728 ANDERSON CENTER FOR AUTISM	HAU ARP - 2223		270.00	
				Check Total:	270.00	
7755	08/18/2023	7056 CENTER FOR DEV. DISABILITIES, INC.				
F 600	Accounts Payable		04-2022 ARP IDEA		810.00	
				Check Total:	810.00	
7756	08/18/2023	305 CLEARY SCHOOL FOR THE DEAF/CLEARY DEAF CHILD CENTER INC				
F 600	Accounts Payable		000430 JUNE TUIT		7,875.72	
				Check Total:	7,875.72	
7757	08/18/2023	7692 DAVINCI EDUCATION & RESEARCH				
F 600	Accounts Payable		17161		1,300.00	
F 600	Accounts Payable		17248		1,430.00	
F 600	Accounts Payable		17293		1,170.00	
				Check Total:	3,900.00	
7758	08/18/2023	1464 JANSON SUPERMARKETS, LLC				
F 600	Accounts Payable		08310111346 7/3		57.82	
F 600	Accounts Payable		08310327887 7/12		46.43	
F 600	Accounts Payable		08310332503		46.44	
F 600	Accounts Payable		08310334843 7/26		38.44	
				Check Total:	189.13	
7759	08/18/2023	2754 JUST KIDS EARLY CHILDHOOD LEARNING CENTER				
F 600	Accounts Payable		22-23 IDEA		1,681.00	
				Check Total:	1,681.00	
7760	08/18/2023	6760 KATHERINE LOCKE				
F 600	Accounts Payable		MILEAGE DEC- JUNE 2023		251.53	
				Check Total:	251.53	
7761	08/18/2023	1010 METRO THERAPY				
F 600	Accounts Payable		267,571 ARP- IDEA		1,411.00	
08/16/2023 10:39 AM						Page 1/2

HAUPPAUGE SCHOOLS

Check Warrant Report For F - 3: FEDERAL 8.18.23 For Dates 8/1/2023 - 8/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Invoice Number	PO Number	Check Amount	Liquidated
7762		08/18/2023		1193 OPPORTUNITY PRE-SCHOOL				1,411.00	
F 600				Accounts Payable	22.23HAU1			10,646.00	
F 600				Accounts Payable	HAU1 -ARP-IDEA			2,664.00	
					Check Total:			13,310.00	
7763		08/18/2023		1694 UNITED CEREBRAL PALSY					
F 600				Accounts Payable	21-22 IDEA			5,850.00	
					Check Total:			5,850.00	
					Warrant Total:			35,548.38	
					Vendor Portion:			35,548.38	

Number of Transactions: 10

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 10 in number, in the total amount of \$35,548.38. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/17/23 Date
 Signature
 Claims Auditor Title

(PA)

HAUPPAUGE SCHOOLS

Check Warrant Report For C - 2: LUNCH - 8.18.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
8004	08/18/2023	0833	HMB CONSULTANTS, LLC	23371	20232961	12,500.00	12,500.00
			LF Contractual Expense		Check Total:	12,500.00	
8005	08/18/2023	1252	PHOENIX BUSINESS PRODUCTS				
			LF Materials & Supplies	152584	240589	150.00	150.00
					Check Total:	150.00	
					Warrant Total:	12,650.00	
					Vendor Portion:	12,650.00	

Number of Transactions: 2

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 2 in number, in the total amount of \$12,800.00. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/17/23 Date Angela J. Charnick Signature Title

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HAUPPAUGE SCHOOLS

Check Warrant Report For H - 1: CAPITAL BOND EMERGENCY 8.18.23 For Dates 8/1/2023 - 8/31/2023



Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Invoice Number	PO Number	Check Amount	Liquidated
5059 H 1620 2930-1980- 0851	08/18/2023	2831	MILCON CONSTRUCTION 2019 Bond HS Roof Construction	APP #4 PE 6/30/23	20222948	216,940.57	216,940.57
						Check Total:	216,940.57
						Warrant Total:	216,940.57
						Vendor Portion:	216,940.57

Number of Transactions: 1

Certification of Warrant

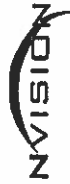
To The District Treasurer: I hereby certify that I have verified the above claims, _____ in number, in the total amount of \$216,940.57. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/31/23 _____
Date Signature Title

(P)

HAUPPAUGE SCHOOLS

Check Warrant Report For A - 27: GENERAL EMERGENCY - 8.23.23 For Dates 8/1/2023 - 8/31/2023



Check #	Account	Check Date	Vendor ID	Vendor Name	Invoice Number	PO Number	Check Amount	Liquidated
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85191		08/23/2023	8977	RICHARD BYLLOTT & HACH ROSE SCHIRRIPA & CHEVERIE, LLP AS ATTORNEYS				
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A 1930.4000-08-18				Judgments & Claims	SETTLEMENT - 613633-2021		375,000.00	
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Check Total:	375,000.00
Warrant Total:	375,000.00
Vendor Portion:	375,000.00

Number of Transactions: 1

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 1 in number, in the total amount of \$ 375,000.00. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/31/23 Date August 31 Signature Charmaine Title PM

HAUPPAUGE SCHOOLS

Voided Checks Report For The Period 8/1/2023 - 8/31/2023



Check Number	Voided Date	Vendor ID	Vendor Name	Description	Voided Amount
84885	08/16/2023	5956	CHRISTOPHER DOWD	**VOID**	524.27
84899	08/16/2023	4970	INTERNATIONAL BACCALAUREATE	**VOID**	895.00
85124	08/18/2023	7979	AMAZON.COM SERVICES, INC	Voided During Printing	0.00
85139	08/18/2023	1734	GRAINGER INC	Voided During Printing	0.00
85163	08/18/2023	3331	POSITIVE BEHAVIOR SUPPORT	Voided During Printing	0.00
Total Voided Checks: 5					1,419.27
Grand Total:					1,419.27

HAUPPAUGE SCHOOLS

Budget Transfer Query From 7/1/2023 - 7/31/2023 In Between \$0.00 And \$999,999,999.99

7.3. A.3



Reference #	Date	Transfer Explanation	Account	Detail Description	Debits	Credits	
5113	07/03/2023	Addt'l funds for purchase of audiometer calibrations	A 2250.5010-08-80		125.00	0.00	
			A 2815.4630-01-42		0.00	25.00	
			A 2815.4630-02-42		0.00	25.00	
			A 2815.4630-04-42		0.00	25.00	
			A 2815.4630-05-42		0.00	25.00	
			A 2815.4630-06-42		0.00	25.00	
			Transfer Totals:			125.00	125.00
5114	07/03/2023	Charter School tuition funding for 2023-24 school year	A 2110.1360-01-07		38,604.00	0.00	
			A 2110.4730-08-13		0.00	38,604.00	
			Transfer Totals:			38,604.00	38,604.00
			Grand Totals:			38,729.00	38,729.00

HAUPPAUGE SCHOOLS



Budget Transfer Query From 8/1/2023 - 8/31/2023 In Between \$0.00 And \$999,999,999.99

Reference #	Date	Transfer Explanation	Account	Detail Description	Debits	Credits
5119	08/16/2023	Codensing Gas, electricity & water to one district wide code	A 1620.4250-01-15		504,000.00	0.00
			A 1620.4250-03-15		77,868.00	0.00
			A 1620.4250-05-15		86,520.00	0.00
			A 1620.4250-10-15		8,925.00	0.00
			A 1620.4250-12-15		11,287.00	0.00
			A 1620.4250-02-15		63,100.00	0.00
			A 1620.4250-04-15		113,557.00	0.00
			A 1620.4250-06-15		254,152.00	0.00
			A 1620.4250-11-15		6,562.00	0.00
			A 1620.4250-08-15		0.00	1,125,971.00
			A 1620.4220-01-15		165,000.00	0.00
			A 1620.4220-04-15		57,000.00	0.00
			A 1620.4220-06-15		71,000.00	0.00
			A 1620.4220-11-15		6,000.00	0.00
			A 1620.4220-03-15		54,000.00	0.00
			A 1620.4220-05-15		53,000.00	0.00
			A 1620.4220-10-15		27,500.00	0.00
			A 1620.4220-12-15		11,000.00	0.00
			A 1620.4220-08-15		0.00	444,500.00
			A 1620.4260-01-15		47,250.00	0.00
			A 1620.4260-03-15		2,100.00	0.00
			A 1620.4260-05-15		3,675.00	0.00
			A 1620.4260-10-15		3,150.00	0.00
			A 1620.4260-12-15		367.00	0.00
			A 1620.4260-02-15		6,300.00	0.00
			A 1620.4260-04-15		3,255.00	0.00
			A 1620.4260-06-15		42,000.00	0.00
			A 1620.4260-11-15		262.00	0.00
			A 1620.4260-08-15		0.00	108,359.00
			Transfer Totals:			
5120	08/23/2023	Settlement Agreement	A 9060.8000-08-92		375,000.00	0.00
			A 1930.4000-08-18		0.00	375,000.00

HAUPPAUGE SCHOOLS



Budget Transfer Query From 8/1/2023 - 8/31/2023 In Between \$0.00 And \$999,999,999.99

Reference #	Date	Transfer Explanation	Account	Detail Description	Debits	Credits
				Transfer Totals:	375,000.00	375,000.00
5121	08/25/2023	Reallocate funds for nursing supplies	A 2250.5010-08-80		210.01	0.00
			A 2815.5010-05-42		0.00	210.01
				Transfer Totals:	210.01	210.01
5122	08/25/2023	New budget code created to account for contractual expenses due to water damage in HS gym.	A 2855.4490-01-85		3,000.00	0.00
			A 2855.4490-01-G1		0.00	3,000.00
				Transfer Totals:	3,000.00	3,000.00
				Grand Totals:	2,057,040.01	2,057,040.01

BUDGET TRANSFERS
YEAR TO DATE DEVIATION
JULY AND AUGUST 2023

ACCOUNT GROUPING	ORIGINAL BUDGET	CARRY FORWARD PURCHASE ORDERS	ADJUSTMENTS	ADJUSTED BUDGET	YTD VARIANCE
1010 BOARD OF EDUCATION *	8,500.00	0.00 \$	- \$	8,500	0.00%
1040 DISTRICT CLERK *	70,300.00	0.00 \$	- \$	70,300	0.00%
1060 DISTRICT MEETING *	13,825.00	0.00 \$	- \$	13,825	0.00%
1240 CHIEF SCHOOL ADMINISTRATOR *	359,465.00	310.00 \$	- \$	359,465	0.00%
1310 BUSINESS ADMINISTRATION *	1,190,242.07	0.00 \$	- \$	1,190,242	0.00%
1320 AUDITING *	131,000.00	19,700.00 \$	- \$	131,000	0.00%
1325 DISTRICT TREASURER *	30,080.00	0.00 \$	- \$	30,080	0.00%
1345 PURCHASING *	10,218.54	0.00 \$	- \$	10,219	0.00%
1380 FISCAL AGENT FEE *	9,250.00	0.00 \$	- \$	9,250	0.00%
1420 LEGAL *	451,980.00	0.00 \$	- \$	451,980	0.00%
1430 PERSONNEL *	552,524.19	310.00 \$	- \$	552,524	0.00%
1480 PUBLIC INFORMATION & SERVICES *	24,000.00	0.00 \$	- \$	24,000	0.00%
1620 OPERATION OF PLANT *	7,666,846.92	2,663.10 \$	- \$	7,666,847	0.00%
1621 MAINTENANCE OF PLANT *	2,724,981.48	9,816.40 \$	- \$	2,724,981	0.00%
1680 CENTRAL DATA PROCESSING *	2,442,783.64	0.00 \$	- \$	2,442,784	0.00%
1910 UNALLOCATED INSURANCE *	870,527.69	0.00 \$	- \$	870,528	0.00%
1920 SCHOOL ASSOCIATION DUES *	21,500.00	0.00 \$	- \$	21,500	0.00%
1930 JUDGMENTS & CLAIMS *	5,000.00	0.00 \$	375,000 \$	380,000	7500.00%
1931 PROPERTY LOSS *	4,450.00	0.00 \$	- \$	4,450	0.00%
1981 BOCES ADMINISTRATIVE COSTS *	473,827.00	0.00 \$	- \$	473,827	0.00%
2010 CURRICULUM DEVEL & SUPERVISION *	740,138.00	0.00 \$	- \$	740,138	0.00%
2020 SUPERVISION-REGULAR SCHOOL *	2,958,167.82	337.00 \$	- \$	2,958,168	0.00%
2021 SUPERVISION-INSTRUCTION *	1,943,198.95	0.00 \$	- \$	1,943,199	0.00%
2070 INSERVICE TRAINING-INSTRUCTION *	393,600.00	399.00 \$	- \$	393,600	0.00%
2110 REGULAR SCHOOL *	33,979,496.78	0.00 \$	- \$	33,979,497	0.00%
2250 PROGRAMS-STUDENTS W/ DISABIL *	17,150,039.16	3,700.00 \$	- \$	17,150,039	0.00%
2259 ELL/ENL *	1,021,406.60	0.00 \$	- \$	1,021,407	0.00%
2280 OCCUPATIONAL EDUCATION *	723,600.00	0.00 \$	- \$	723,600	0.00%
2330 TEACHING-SPECIAL SCHOOLS *	92,500.00	0.00 \$	- \$	92,500	0.00%
2610 SCHOOL LIBRARY & AUDIOVISUAL *	955,202.12	0.00 \$	- \$	955,202	0.00%
2630 COMPUTER ASSISTED INSTRUCTION *	1,533,998.00	0.00 \$	- \$	1,533,998	0.00%
2805 ATTENDANCE-REGULAR SCHOOL *	158,766.00	0.00 \$	- \$	158,766	0.00%
2810 GUIDANCE-REGULAR SCHOOL *	1,743,551.44	0.00 \$	- \$	1,743,551	0.00%
2815 HEALTH SERVICES-REGULAR SCHOOL *	1,043,324.86	0.00 \$	- \$	1,043,325	0.00%
2820 PSYCHOLOGICAL SRVC-REG SCHOOL *	766,905.21	0.00 \$	- \$	766,905	0.00%
2825 SOCIAL WORK SRVC-REG SCHOOL *	549,659.00	0.00 \$	- \$	549,659	0.00%
2850 CO-CURRICULAR ACTIV-REG SCHL *	506,579.95	0.00 \$	- \$	506,580	0.00%
2855 INTERSCHOL ATHLETICS-REG SCHL *	976,291.20	14,250.00 \$	- \$	976,291	0.00%

BUDGET TRANSFERS
YEAR TO DATE DEVIATION
JULY AND AUGUST 2023

ACCOUNT GROUPING	ORIGINAL BUDGET	CARRY FORWARD PURCHASE ORDERS	ADJUSTMENTS	ADJUSTED BUDGET	YTD VARIANCE
5510 DISTRICT TRANSPORT *	285,884.96	0.00 \$	- \$	285,885	0.00%
5540 CONTRACT TRANSPORT *	7,946,918.50	0.00 \$	- \$	7,946,919	0.00%
7140 COMMUNITY RECREATION *	90,000.00	0.00 \$	- \$	90,000	0.00%
9010 STATE RETIREMENT *	2,265,192.00	0.00 \$	- \$	2,265,192	0.00%
9020 TEACHERS' RETIREMENT *	5,790,226.00	0.00 \$	- \$	5,790,226	0.00%
9030 SOCIAL SECURITY *	5,093,032.00	0.00 \$	- \$	5,093,032	0.00%
9040 WORKERS' COMPENSATION *	1,175,000.00	0.00 \$	- \$	1,175,000	0.00%
9045 LIFE INSURANCE *	44,400.00	0.00 \$	- \$	44,400	0.00%
9050 UNEMPLOYMENT INSURANCE *	75,678.21	0.00 \$	- \$	75,678	0.00%
9055 DISABILITY INSURANCE *	158,210.00	0.00 \$	- \$	158,210	0.00%
9060 HOSPITAL, MEDICAL & DENTAL INS *	15,072,064.00	0.00 \$	(375,000) \$	14,697,064	-2.49%
9061 DENTAL INSURANCE *	200,000.00	0.00 \$	- \$	200,000	0.00%
9089 OTHER *	1,690,204.00	0.00 \$	- \$	1,690,204	0.00%
9760 DEBT SERVICE-TAX ANTICIP NOT *	686,307.07	0.00 \$	- \$	686,307	0.00%
9901 TRANSFER TO SPECIAL AID *	3,713,678.64	0.00 \$	- \$	3,713,679	0.00%
9950 TRANSFER TO CAPITAL *	155,374.00	0.00 \$	- \$	155,374	0.00%
		=====	=====	=====	=====
	\$ 128,739,896	\$ 51,486	\$ -	\$ 128,739,896	0.00%

Treasurer's Report for the Period Ending August 31, 2023

	Gen. Fund Checking (A) (Chase)	Gen. Fund - MM Investment (A) (Chase)	Gen. Fund - MM Investment (A) (Flushing)	Gen. Fund Checking (A) (Chase)	Payroll Checking (A) (Chase)	Debt Service Checking (A) (Chase)	Security Dep Checking (A) (Chase)
Balance 7/31/23	\$ (11,914.41)	\$ 628,947.52	\$ 10,910,616.76	\$ 0.00	\$ 0.00	\$ 29,276.61	\$ 66,630.00
Add Receipts:							
Real Property Taxes	0.00	2,426,969.20	0.00	0.00	0.00	0.00	0.00
State & Federal Aid	0.00	485,517.83	0.00	0.00	0.00	0.00	0.00
Interest & Earnings on Investments	2,499.44	1,482.80	38,959.71	0.00	0.00	62.16	0.00
Wire Transfers	7,208,878.12	714,819.69	0.00	0.00	1,259,776.21	0.00	0.00
Other Revenue	0.00	140,692.95	0.00	0.00	0.00	0.00	0.00
Total Receipts	7,211,377.56	3,769,482.47	38,959.71	0.00	1,259,776.21	62.16	0.00
Less Disbursements:							
By Check	4,426,135.47	0.00	0.00	0.00	907,299.23	0.00	0.00
By Wire Transfer/Journal Entry	1,092,590.22	3,576,132.92	3,634,000.00	0.00	0.00	0.00	0.00
Payroll Account	907,299.23	352,476.98	0.00	0.00	0.00	0.00	0.00
Total Disbursements	6,426,024.92	3,928,609.90	3,634,000.00	0.00	907,299.23	0.00	0.00
Cash balance per books-8/31/23	773,438.23	469,820.09	7,315,576.47	0.00	352,476.98	29,338.77	66,630.00
Balance per Bank Statement	\$ 822,285.36	\$ 469,820.09	\$ 7,315,576.47	\$ 0.00	\$ 476,911.70	\$ 29,338.77	\$ 66,630.00
Less: Outstanding Checks	48,847.13	0.00	0.00	0.00	124,434.72	0.00	0.00
Add: Deposits in Transit/Other Debits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Add (Less) Misc. Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Adjusted Bank Balance	773,438.23	469,820.09	7,315,576.47	0.00	352,476.98	29,338.77	66,630.00
Investments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Rate	2.50%	2.50%	5.00%	2.50%	N/A	2.50%	N/A
	Special Revenue Checking (D) (Chase)	Special Funds Checking (B) (Chase)	School Lunch Checking {C} (Chase)	Workers Comp Investment (G) (Chase)	Benefits Res. Investment (H) (Chase)	Retirement Res. Investment (J) (Chase)	Insurance Res. Investment (F) (Chase)
Balance 7/31/23	\$ 1,418.22	\$ 850.04	\$ 1,186,065.99	\$ 1,109,074.74	\$ 8,575,090.71	\$ 11,498,911.96	\$ 620,768.76
Add Receipts:							
Real Property Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State & Federal Aid	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest & Earnings on Investments	1.35	32.70	2,513.88	2,354.78	18,206.55	24,414.37	1,318.01
Wire Transfers	0.00	40,434.98	6,795.70	0.00	0.00	0.00	0.00
Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	1.35	40,467.68	9,309.58	2,354.78	18,206.55	24,414.37	1,318.01
Less Disbursements:							
By Check	0.00	39,420.18	12,650.00	0.00	0.00	0.00	0.00
By Wire Transfer/Journal Entry	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Payroll Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Disbursements	0.00	39,420.18	12,650.00	0.00	0.00	0.00	0.00
Cash balance per books-8/31/23	1,419.57	1,897.54	1,182,725.57	1,111,429.52	8,593,297.26	11,523,326.33	622,086.77
Balance per Bank Statement	\$ 1,769.57	\$ 15,227.92	\$ 1,182,887.77	\$ 1,111,429.52	\$ 8,593,297.26	\$ 11,523,326.33	\$ 622,086.77
Less: Outstanding Checks	350.00	13,330.38	162.20	0.00	0.00	0.00	0.00
Add: Deposits in Transit/Other Debits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Add (Less) Misc. Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Adjusted Bank Balance	1,419.57	1,897.54	1,182,725.57	1,111,429.52	8,593,297.26	11,523,326.33	622,086.77
Investments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Rate	0.75%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%

HAUPPAUGE UNION FREE SCHOOL DISTRICT

Treasurer's Report for the Period Ending August 31, 2023

	Capital Checking Checking (E) (Chase)	Capital Bond Checking (E) (Chase)	Cap. Imp. - MM Investment (E) (Chase)	Capital Reserve Investment (K) (Chase)	Capital Bond MM Investment (E) (Chase)	Repair Reserve Investment (I) (Chase)
Balance 7/31/23	\$ 5,075.68	\$ 596.38	\$ 363,130.31	\$ 5,108,160.82	\$ 2,440,992.15	\$ 419,503.82
Add Receipts:						
Real Property Taxes	0.00	0.00	0.00	0.00	0.00	0.00
State & Federal Aid	0.00	0.00	0.00	0.00	0.00	0.00
Interest & Earnings on Investments	996.04	0.38	770.99	10,845.60	5,048.97	890.69
Wire Transfers	0.00	216,940.57	0.00	0.00	0.00	0.00
Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	996.04	216,940.95	770.99	10,845.60	5,048.97	890.69
Less Disbursements:						
By Check	0.00	216,940.57	0.00	0.00	0.00	0.00
By Wire Transfer/Journal Entry	0.00	0.00	0.00	0.00	216,940.57	0.00
Payroll Account	0.00	0.00	0.00	0.00	0.00	0.00
Total Disbursements	0.00	216,940.57	0.00	0.00	216,940.57	0.00
Cash balance per books-8/31/23	6,071.72	596.76	363,901.30	5,119,006.42	2,229,100.55	420,394.51
Balance per Bank Statement	\$ 470,122.49	\$ 596.76	\$ 363,901.30	\$ 5,119,006.42	\$ 2,229,100.55	\$ 420,394.51
Less: Outstanding Checks	464,050.77	0.00	0.00	0.00	0.00	0.00
Add: Deposits in Transit/Other Debits	0.00	0.00	0.00	0.00	0.00	0.00
Add (Less) Misc. Charges	0.00	0.00	0.00	0.00	0.00	0.00
Adjusted Bank Balance	6,071.72	596.76	363,901.30	5,119,006.42	2,229,100.55	420,394.51
Investments	0.00	0.00	0.00	0.00	0.00	0.00
Interest Rate	2.50%	0.75%	2.50%	2.50%	2.50%	2.50%

Hauppauge Union Free School District Treasurer's Monthly Report For the Month Ended August 31, 2023

Available Cash Balance as Reported at the End of Preceding Month **\$11,623,556.48** **\$850.04** **\$1,186,065.99** **\$1,418.22** **\$2,809,794.52** **\$620,768.76** **\$1,109,074.74** **\$8,575,090.71** **\$419,503.82** **\$11,498,911.96** **\$5,108,160.82**

Add:

Receipts Collected During The Month:

Real Property Taxes	2,426,969.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State & Federal Aid	485,517.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest & Earnings on Investments	43,004.11	32.70	2,513.88	1.35	6,816.38	1,318.01	2,354.78	18,206.55	890.69	24,414.37	10,845.60	0.00
Wire Transfers	9,183,474.02	40,434.98	6,795.70	0.00	216,940.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Revenue	140,692.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Receipts **\$12,279,658.11** **\$40,467.68** **\$9,309.58** **\$1.35** **\$223,756.95** **\$1,318.01** **\$2,354.78** **\$18,206.55** **\$890.69** **\$24,414.37** **\$10,845.60**

Less:

Disbursements Used During the Month:

By Check	5,333,434.70	39,420.18	12,650.00	0.00	216,940.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00
By Wire Transfer	8,302,723.14	0.00	0.00	0.00	216,940.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Payroll Account	1,259,776.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Disbursements	\$14,895,934.05	\$39,420.18	\$12,650.00	\$0.00	\$433,881.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Available Cash at End of Month **\$9,007,280.54** **\$1,897.54** **\$1,182,726.57** **\$1,419.57** **\$2,599,670.33** **\$622,086.77** **\$1,111,429.52** **\$8,593,297.26** **\$420,394.51** **\$11,523,326.33** **\$5,119,006.42**

Reconciliation with Bank Statement

Balance Per Bank Statements	9,180,562.39	15,227.92	1,182,887.77	1,769.57	3,063,721.10	622,086.77	1,111,429.52	8,593,297.26	420,394.51	11,523,326.33	5,119,006.42
Less: Outstanding Checks	173,281.85	13,330.38	162.20	350.00	464,050.77	0.00	0.00	0.00	0.00	0.00	0.00
Add: Deposits in Transit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Add (Less) Misc. Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Adjusted Bank Balance	\$9,007,280.54	\$1,897.54	\$1,182,726.57	\$1,419.57	\$2,599,670.33	\$622,086.77	\$1,111,429.52	\$8,593,297.26	\$420,394.51	\$11,523,326.33	\$5,119,006.42

Investment Analysis

Opening Balance-Investments	11,539,564.28	2,804,122.46	620,768.76	1,109,074.74	8,575,090.71	419,503.82	11,498,911.96	5,108,160.82
Deposits	3,767,999.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Disbursements	7,562,609.90	216,940.57	0.00	0.00	0.00	0.00	0.00	0.00
Interest Reinvested	40,442.51	5,819.96	1,318.01	2,354.78	18,206.55	890.69	24,414.37	10,845.60
Ending Balance - Investments	\$7,785,396.56	\$2,593,001.85	\$622,086.77	\$1,111,429.52	\$8,593,297.26	\$420,394.51	\$11,523,326.33	\$5,119,006.42

I, Michael T. Kearns, certify that the above balances are in agreement with the bank statements, as reconciled. Michael T. Kearns (District Treasurer)

HAUPPAUGE UNION FREE SCHOOL DISTRICT
COLLATERAL RECONCILIATION
AS OF 8/31/23

7.3. A.5

		BOOK	BANK BALANCES		TOTAL	LESS: FDIC COVERAGE			AMT. NOT COVERED BY FDIC	ELIGIBLE	OVER (UNDER)	Margin
		BALANCE	INTEREST	NON-INTEREST		INTEREST	NON-INT	TOTAL		COLLATERAL PLEDGED BY BANK		
ACCT. #	ACCOUNT	8/31/2023	BEARING	BEARING								
Chase Bank (Bank of NY - Acct.#400010)												
530-672375	GF Money Market	469,820.09	469,820.09		469,820.09							
449234538	GF Checking	773,438.23	822,285.36		822,285.36							
859-820092	GF Checking	0.00	0.00		0.00							
449233522	Payroll	352,476.98	476,911.70		476,911.70							
859-820017	Special Funds Checking	1,897.54	15,227.92		15,227.92							
335-9009497-65	Debt Service Checking	29,338.77	29,338.77		29,338.77							
530-672367	Capital MM	363,901.30	363,901.30		363,901.30							
935428714	Capital Checking	6,071.72	470,122.49		470,122.49							
709628603	Capital Bond	596.76	596.76		596.76							
449234561	Capital Bond Investment	2,229,100.55	2,229,100.55		2,229,100.55							
2952125389	Repair Reserve	420,394.51	420,394.51		420,394.51							
2952125520	Capital Reserve	5,119,006.42	5,119,006.42		5,119,006.42							
449234553	SL Checking	1,182,725.57	1,182,887.77		1,182,887.77							
3015971285	Insurance Res. Checking	622,086.77	622,086.77		622,086.77							
3015971269	Workers Comp Reserve	1,111,429.52	1,111,429.52		1,111,429.52							
3015971277	Retirement Cont. Reserve	11,523,326.33	11,523,326.33		11,523,326.33							
3015971251	Benefits Reserve	8,593,297.26	8,593,297.26		8,593,297.26							
709628777	Security Deposit	66,630.00	66,630.00		66,630.00							
530674025	Special Revenue	1,419.57	1,769.57		1,769.57							
935479121	ECAF		162,511.55		162,511.55							
2906570350	ECAF MM		77,945.05		77,945.05							
Total Chase Bank		32,866,957.89	33,758,589.69	-	33,758,589.69	250,000.00	-	250,000.00	33,508,589.69	35,184,056.55	1,675,466.86	5.00%
Flushing Bank (Federal Home Loan Bank of NY - #202308280031)												
7400001252	GF Money Market	7,315,576.47	7,315,576.47		7,315,576.47							
Total Flushing Bank		7,315,576.47	7,315,576.47	-	7,315,576.47	250,000.00	-	250,000.00	7,065,576.47	15,000,000.00	7,934,423.53	112.30%
District Total		40,182,534.36	41,074,166.16	-	41,074,166.16	500,000.00	-	500,000.00	40,574,166.16	50,184,056.55	9,609,890.39	

NOTE: The District has maintained a sufficient amount of collateral for all bank accounts in accordance with General Municipal Law and the District's investment policy.

July 31, 2023

The Board of Education
Hauppauge Union Free School District
Hauppauge, NY 11788



Board of Education:

During our claims audit procedures conducted in July 2023, we reviewed approximately 129 claims, which total \$6,823,996.13, and have noted no findings. We have approved all claims presented as valid claims against the District.

Findings: None Noted.

Other Matters: None Noted.

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

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

Sincerely,

Cerini & Associates LLP

Cerini & Associates, LLP
Claims Auditors

**Hauppauge UFSD
Warrant Summary
July 2023**

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
1	A	84981	84981	1	1	\$ 6,434.00
4	A	84982	84982	13	13	\$ 170,205.55
7	A	84983	85040	58	58	\$ 1,048,815.46
8	A	85041	85048	8	8	\$ 1,428,830.25
10	A	85049	85050	16	16	\$ 473,866.32
12	A	85051	85051	1	1	\$ 2,000.00
2	A		Wire	1	1	\$ 795,540.48
6	A		Wire	1	1	\$ 91,169.64
9	A		Wires	4	4	\$ 320,938.39
13	A		Wire	1	1	\$ 9,140.44
1	C	7993	8003	11	11	\$ 58,120.26
1	CM2	1054	1057	4	4	\$ 2,500.00
1	F	7744	7751	8	8	\$ 25,935.34
1	V		Wires	2	2	\$ 2,390,500.00
			Totals	129	129	\$ 6,823,996.13

There is a skip in warrant sequence (A3). This warrant was opened and immediately closed. This warrant does not contain any claims.

There is a skip in warrant sequence (A5 & A11). These warrants represent cash disbursement schedules related to payroll, and are not reviewed by the claims auditor.

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 charged to the proper fund.

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

Cerini & Associates LLP

Claims Auditor

Cerini & Associates, LLP

August 31, 2023

The Board of Education
Hauppauge Union Free School District
Hauppauge, NY 11788



Board of Education:

During our claims audit procedures conducted in August 2023, we reviewed approximately 264 claims, which total \$6,057,258.01, and have identified the items below that need to be reviewed. We have approved these claims for payment and release, as they were valid claims against the District. Although we noted the following instances during our review, the expenditures appear to be appropriate.

Findings: None Noted.

Other Matters:

1. We noted 3 claims signed by the District, where the purchase order was encumbered subsequent to the date of the invoice or service. Confirming purchases that are discovered by the District represent issues that have been identified and handled by the District prior to the claims audit review. While these confirming purchase orders provide evidence of expenditures, the real control is in ensuring that such purchases are approved before being committed to by the District. To ensure that budgetary limits are monitored, and expenditures are properly approved and obtained at the most appropriate price, all purchase orders, where practicable, should be generated prior to goods and services being ordered and received.

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

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

Sincerely,

Cerini & Associates LLP

Cerini & Associates, LLP
Claims Auditors

Hauppauge UFSD
Instance Schedule
August 2023

Visit Date	Fund	Check #	Vendor / Payee Description	Department	PO #	PO Date	Original PO Amount	Invoice Date/ Service Date	Instance Amount	Instance	Action/Resolution
08/03/23	A	85056	Bonappetit Pizzeria	Personnel	240242	07/17/23	-	07/07/23	\$ 70.85	Confirming Purchase Order(s) - Signed	
08/03/23	A	85060	Cell Mechanic INC.	Technology	202379	07/21/22	-	07/06/23 & 07/12/23	\$ 869.00	Confirming Purchase Order(s) - Signed	
08/31/23	A	85219	Michael Fanning Investigations	Personnel	240572	08/02/23	-	07/14/23	\$ 3,600.00	Confirming Purchase Order(s) - Signed	
Total		3							\$ 4,539.85		

**Hauppauge UFSD
Warrant Summary
August 2023**

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
14	A	85052	85118	67	67	\$ 1,334,362.14
18	A	85119	85123	5	5	\$ 1,390,428.14
20	A	85124	85184	64	64	\$ 1,320,543.80 *
		85187	85187			
22	A	85185	85186	16	16	\$ 266,406.86
			Wires			
26	A	85188	85190	3	3	\$ 1,937.50
27	A	85191	85191	1	1	\$ 375,000.00
23	A	85192	85255	64	64	\$ 486,778.63
16	A		Wires	12	12	\$ 224,354.55
19	A		Wire	1	1	\$ 178,872.00
25	A		Wires	2	2	\$ 44,337.09
28	A		Wires	11	11	\$ 163,683.80
2	C	8004	8005	2	2	\$ 12,650.00
4	C	8006	8007	2	2	\$ 527.95
2	F	7752	7753	2	2	\$ 3,871.80
3	F	7754	7763	10	10	\$ 35,548.38
5	F	7764	7764	1	1	\$ 1,014.80
1	H	5059	5059	1	1	\$ 216,940.57
Totals				264	264	\$ 6,057,258.01

* Includes checks 84885 and 84899, which were voided by the District.

There is a skip in warrant sequence (A15, A17, A21, & A24). These warrants represent cash disbursement schedules related to payroll, and are not reviewed by the claims auditor.

There is a skip in warrant sequence (C03). This warrant was opened and immediately closed and does not contain any claims. It will not be used at a later date.

There is a skip in warrant sequence (F04). This warrant was opened and immediately closed and does not contain any claims. It will not be used at a later date.

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 charged to the proper fund.

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

Cerini & Associates LLP

Claims Auditor
Cerini & Associates, LLP



HAUPPAUGE PUBLIC SCHOOLS

495 Hoffman Lane
P.O. Box 6006
Hauppauge, New York 11788

BRIGID SIENA

Assistant Superintendent for Business & Operations

TO: Board of Education

FROM: Brigid Siena 

RE: Claims Audit Report - August 2023.

DATE: October 12, 2023

The Board of Education is in receipt of the monthly report of the district's claim auditor, Cerini & Associates, LLP. The district's accounts payable department processed approximately 264 payments for the month of August.

Findings:

None Noted

Other Items:

1. The district continues to work to decrease the number of confirming purchase orders in order to provide appropriate spending controls. Of the 264 claims paid in August 2023, three (3) purchase orders had been identified as confirming. A detailed explanation of the instance can be found attached to the claims audit report.



HAUPPAUGE PUBLIC SCHOOLS

495 Hoffman Lane
P.O. Box 6006
Hauppauge, New York 11788

MEMORANDUM

To: Catherine Freeman
From: Rebecca Bilski
Re: Behavior Change Success Corp.
Date: September 27, 2023

Attached please find the contract(s) for Board approval:

Behavior Change Success Corp.

CONTRACT FOR CONSULTANT SERVICES

AGREEMENT effective as of July 1, 2023 between the HAUPPAUGE UNION FREE SCHOOL DISTRICT ("the District"), having its administrative offices at 495 Hoffman Lane, Hauppauge, New York 11788-2836, and BEHAVIOR CHANGE SUCCESS CORP. ("the Consultant"), having an office at 331 East Lake Avenue, Massapequa Park, New York, 11762.

In consideration of the mutual covenants and conditions contained in this Agreement, the District and the Consultant hereby agree as follows:

1. Retention: The District retains the Consultant and the Consultant agrees to provide the District with the following services ("the Services") and the Consultant makes the representations and warranties hereinafter set forth:

a. The Consultant agrees to provide the services set forth on the attached Schedule A. The Consultant agrees to provide the Services in accordance with applicable laws, rules, and regulations, using only teachers certified by the New York State Education Department.

b. The Services must be appropriate to the mental ability and physical condition of the students, and in accordance with applicable laws, rules and regulations and currently approved methods and practices of the profession.

c. The Consultant agrees, at no additional cost, to attend all Committee on Special Education meeting and provide all written reports required by this Agreement. The Consultant agrees to submit to the District: (i) written progress reports regarding student achievement of objectives on a quarterly basis pursuant to the District's report card schedule and upon the District's request; (ii) a written annual progress report for each student to be reviewed at each student's Committee on Special Education meeting; and (iii) a written report to the District within 10 business days of any evaluation.

d. All services must be provided in strict compliance with the student's Individualized Education Plan.

e. The Consultant represents and warrants that it is duly licensed and authorized to perform the Services and that it will provide the District with licensed and qualified individuals to perform the Services. The Consultant further represents and warrants that the Services will be performed by individuals that are licensed pursuant to State, federal and local laws, regulations and rules. Upon the District's request, the Consultant agrees to submit to the District proof of certification and/or professional licensing of all individuals providing Services.

f. The individuals providing Services are subject to the District's approval, and the District reserves the right to reject the placement of any individual.

g. The Consultant further agrees to complete and submit, upon the request of the District, all forms to document the Services provided to Medicaid-eligible school-aged students, for Medicaid reimbursement purposes. Consultant represents and warrants it has never been excluded from Medicare, Medicaid, or any health care benefit program funded by the Federal government. The

Consultant represents and warrants, as a material term of this Agreement, that neither it nor any of its employees is/are:

- i. Currently excluded from or otherwise ineligible to participate in any federal or State health care program, including those defined in 42 U.S.C. § 1320 a-7b(f);
- 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 the Consultant to exclusion from governmental programs (collectively, “exclusion activity”).

Additionally, the Consultant agrees that, as a continuing obligation of this Agreement, the Consultant will:

- i. Maintain documentation evidencing monthly exclusion checks, and will produce the documentation to the District upon its request; and
- ii. Report in writing to the District any exclusion activity involving the Consultant as soon as practicable after the Consultant learns of the exclusion activity.

h. The Consultant will obtain whatever releases or other legal documents that are necessary for the Consultant to render full and complete reports concerning the progress of the student(s) covered by this Agreement.

i. The Consultant hereby agrees to furnish to the State all reports, audits, and other documentation or information required to make determinations as to eligibility pursuant to State or federal laws, regulations or rules. Those materials must be furnished at all times as required by the State. Failure to submit required materials within ten business days of demand or as required by law will constitute a material breach of this Agreement. The Consultant agrees to provide the State access to all relevant records which the State requires to determine the Consultant’s or the District’s compliance with applicable State or federal laws, regulations or rules. The Consultant agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the requirements of applicable law, but in no event less than six years from the date of this Agreement.

j. The Consultant must furnish each individual providing Services with a photo identification badge to be worn at all times while the individual is providing Services.

k. The Consultant hereby agrees to furnish written progress reports to the District at any time that the reports are made to the parents of the student(s) covered by this Agreement and will render additional reports upon the District’s request. All reports must be furnished upon termination of the Agreement. The Consultant must provide any additional information concerning a student’s progress upon the District’s request.

2. Compensation: The District will compensate the Consultant at rates set forth on the attached Schedule A.

The District will not incur any charges if the Consultant, its employees, and/or agents fail to attend a session for any reason whatsoever. Notwithstanding anything to the contrary set forth on Schedule A, if a student is absent or unable to attend a session, for any reason whatsoever, the District is not responsible for payment of any fee(s) associated with such services. The District will endeavor to notify Consultant of a student's absence whenever practicable.

The Consultant must submit monthly invoices in form and substance satisfactory to the District for the Consultant's Services. The District will pay the Consultant within 60 calendar days of its receipt, review and approval of the invoice.

3. Term: This Agreement is for Services provided from July 1, 2023 to June 30, 2024, unless this Agreement is terminated earlier as herein provided. The Consultant acknowledges that the District is under no obligation to renew this Agreement upon its expiration.

4. Independent Contractor: The Consultant is retained by the District only for the purposes and to the extent set forth in this Agreement. The Consultant's relation to the District is solely that of an independent contractor during the period of the Consultant's retention and delivery of Services hereunder.

If the Consultant is a corporation, partnership or LLC, neither the Consultant nor any of its employees, shareholders, partners, members, officers, directors, agents, or assigns will be eligible for employee benefits or contributions thereto from the District relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance or malpractice insurance. With regard to employees of the Consultant, the Consultant alone is responsible for their work, personal conduct, direction, compensation, and for payment of all employment, income and other taxes in relation thereto.

If the Consultant is an individual, the compensation being paid pursuant to this Agreement will not be subject to withholding taxes or other employment taxes required with respect to compensation paid by the District to an employee. The District, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1, respectively, at year-end to the Federal government and State government and to each individual Consultant having a gross income exceeding \$600. The Consultant will not be eligible for employee benefits or contributions thereto from the District relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance, or malpractice insurance. The Consultant alone is responsible for his or her work, personal conduct, direction and for payment of all employment, income and other taxes in relation thereto.

5. Indemnification: To the fullest extent permitted by law, the Consultant indemnifies and will defend (with counsel selected by the District) and hold harmless the District, its employees, agents, representatives and members of the Board of Education from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Consultant's Services hereunder, any breach of this Agreement or the Data Privacy Agreement (annexed hereto as Exhibit B) by the Consultant, or the action of, or the failure to act by the

Consultant, the Consultant's representatives or employees, or anyone for whose acts the Consultant may be liable.

In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from the Consultant pursuant to the provisions of this Paragraph 5, the District will promptly notify the Consultant of the legal proceeding, claim or demand, and give the Consultant an opportunity to defend and settle same without any cost to the District, and will extend reasonable cooperation to the Consultant in connection with the defense, which will be at the expense of the Consultant. In the event that the Consultant fails to defend the same within 30 calendar days of receipt of the notice, the District will be entitled to assume the defense thereof, and the Consultant will be liable to repay the District for all its expenses reasonably incurred in connection with the defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). The failure of the District to notify the Consultant of a legal proceeding, claim or demand will not relieve the Consultant of any obligation that the Consultant has pursuant to this Paragraph 5 unless and only to the extent that the failure to notify the Consultant materially prejudices the Consultant.

The Consultant agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of the District (which consent will not be unreasonably withheld).

All of the provisions of this Paragraph 5 will survive the expiration or sooner termination of this Agreement.

6. Expenses: The Consultant will pay all expenses incurred in connection with the performance of the Consultant's duties hereunder including, but not limited to, automobile and/or travel expenses.

7. Required Records: The Consultant will provide services and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements of the New York State Education Department, the New York State Department of Labor and District policies and procedures in force during the term of this Agreement. All student records and logs will be the property of the District. The Consultant must provide the District with a copy of any reports, tests, evaluations or observations that are prepared in connection with the Services provided by the Consultant pursuant to this Agreement.

8. Review of Records: The District will have the right to examine any or all records or accounts maintained by the Consultant in connection with this Agreement.

9. District's Policies/Authority: The Consultant certifies that it has reviewed and is familiar with the policies, rules and regulations of the District including, but not limited to, the District's anti-harassment and anti-discrimination policies and regulations and the District's Code of Conduct (collectively, "the Policies"). The Consultant will ensure that its employees, representatives, agents and subcontractors and any other person providing services or present on District property pursuant to this Agreement (collectively, "Consultant's Service Providers") review and become familiar with the Policies. Copies of the Policies are available at <http://www.hauppauge.k12.ny.us/domain/602>. The Consultant agrees that it will comply with the Policies and will cause Consultant's Service Providers to do the same.

THE CONSULTANT HEREBY CONFIRMS THAT IT HAS IMPLEMENTED A WRITTEN ANTI-SEXUAL HARASSMENT POLICY THAT MEETS OR EXCEEDS THE REQUIREMENTS OF NEW YORK LABOR LAW SECTION 201-G AND THAT ANNUAL TRAINING REGARDING THIS POLICY IS AND WILL BE PROVIDED TO ALL OF ITS EMPLOYEES CONSISTENT WITH LAW.

Any allegation that the Consultant or one of Consultant's Service Providers has been subjected to harassment or discrimination while providing services or while present on District property pursuant to this Agreement must be reported immediately to the Deputy Superintendent (or to the Superintendent if the Deputy Superintendent is the subject of the allegation or concern). The Consultant confirms that it has notified the Consultant's Service Providers of this requirement.

The Consultant will carry out the orders, directions and policies conveyed by the District from time to time either orally or in writing, provided, however, that the Consultant will determine the manner of carrying out the Consultant's professional duties hereunder consistent with the Consultant's status as an independent contractor.

10. **Insurance:** The Consultant will obtain and keep in full force and effect during the term of this Agreement, at the Consultant's sole cost and expense, the following insurance:

a. **Commercial General Liability Insurance**

\$1,000,000 per occurrence/\$2,000,000 aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

b. **Automobile Liability Insurance**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation (C-105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A person seeking an exemption must file a CE-200 form with the State. The form may be completed and submitted directly online to the Workers Compensation Board.

d. **Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Consultant performed under this Agreement for the District. If written on a “claims-made” basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for three calendar years following the completion of work.

e. **Excess Insurance**

\$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis or provide broader coverage over the required Commercial General Liability, Automobile Liability, and Professional Errors and Omissions coverages.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Consultant hereby agrees to effectuate the naming of the District as an additional insured on the Consultant’s insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. Each policy naming the District as an additional insured must:

- be an insurance policy from an A.M. Best rated “A-” or better insurer, licensed in New York State; and
- state that the Consultant’s coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers’ Compensation.

The District must be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance and the certificate must state that the endorsement is being used. The certificate of insurance must describe the specific services provided by the Consultant (*e.g.*, physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy. At the District's request, the Consultant will provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Consultant will provide a copy of the policy endorsements and forms.

The Consultant hereby indemnifies and holds harmless the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the Consultant, to the extent not covered by the applicable policy.

If a policy is written on a “claims-made” basis, the retroactive date must pre-date the inception of this Agreement.

The Consultant acknowledges that failure to obtain the foregoing insurance on behalf of the District constitutes a material breach of contract and subjects the Consultant to liability for damages, indemnification and all legal remedies available to the District. The Consultant must provide the District with proof satisfactory to the District that the above requirements have been met, prior to the commencement of work or use of District facilities. The failure of the District to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held

by the District. Upon request, the Consultant will provide the District with a copy of the Consultant's applicable insurance policies including any endorsements, modifications, or exclusions thereto.

If the Consultant contracts with any others to provide Services pursuant to this Agreement, then the contracts between the Consultant and such other parties must meet all requirements set forth in this Paragraph 10. The Consultant must deliver to the District adequate proof of insurance for each other party prior to allowing such party to perform Services pursuant to this Agreement. The District must be listed as an additional insured on the insurance policies of such other parties by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the District.

If the Consultant utilizes third parties to provide Services pursuant to this Agreement, then the Consultant must provide verification that all insurance coverages extend to the third parties. If the third parties are required to provide their own Professional Errors and Omissions coverage, proof of this coverage must be provided by the Consultant to the District.

The District is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"). The Consultant acknowledges that the procurement of that insurance as required herein is intended to benefit not only the District, but also NYSIR as the District's insurer.

The District, in its sole discretion, may waive one or more of the requirements set forth in this paragraph. A waiver must be in writing and signed by an authorized representative of the District.

11. Safeguarding Information: Neither the Consultant nor the District will use or disclose any information concerning the Services pursuant to this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations.

12. Termination:

A. This Agreement may be terminated by the District "for cause" upon the occurrence of any of the following events:

(1) Immediately upon the District delivering written notice to the Consultant of a breach by the Consultant of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(2) Immediately upon the Consultant's breach of the Consultant's obligations to provide the insurance coverage set forth in Paragraph 10;

(3) Immediately upon the Consultant's breach of any of the Consultant's obligations pursuant to, or violation of, any applicable State or federal law or regulation; or

(4) Fifteen calendar days after the Consultant has received written notice from the District that the Consultant has breached any of the Consultant's other obligations hereunder unless, within the 15 calendar day period, the Consultant cures the breach to the District's satisfaction.

(5) Upon termination of this Agreement "for cause," the Consultant is not entitled to any further payments hereunder.

B. This Agreement is automatically terminated upon the Consultant's filing of a voluntary petition in bankruptcy or making an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, pursuant to any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the Consultant which is not dismissed within 60 calendar days of filing. Upon termination of this Agreement pursuant to this subparagraph 12(B), the Consultant is not entitled to any further payments hereunder.

C. This Agreement may be terminated, at any time, by the District for convenience upon 30 calendar days' written notice to the Consultant. Upon termination of this Agreement for convenience by the District, the Consultant is entitled to receive all sums due, accrued and unpaid as of the date of termination.

D. In the event of termination for any reason, all reports and Services due to the District must be completed by the Consultant and delivered to the District within 30 calendar days of the termination date.

13. Signing of Acknowledgement: The Consultant agrees to complete and sign an Acknowledgement Form with regard to the New York State Education Department Waiver for the New York State Public Retirement System with respect to each owner of the Consultant and each principal employee of the Consultant. A schedule of such persons is attached as Exhibit A.

14. Notices: Any notices required or permitted to be given pursuant to the terms of this Agreement must be in writing and either personally delivered or sent by nationally recognized overnight carrier to the parties at the following addresses:

To the Consultant:

Behavior Changes Success Corp.
331 East Lake Avenue
Massapequa Park, NY 11762

To the District:

Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836
Attention: Assistant Superintendent for
Business and Operations

With a copy to:

Lamb & Barnosky, LLP
534 Broadhollow Road, Suite 210
P.O. Box 9034
Melville, New York 11747
Attention: Eugene R. Barnosky, Esq.

If the notice is sent by personal mail, it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered 3 days after so mailing.

15. Entire Agreement: This Agreement, the Data Privacy Agreement between the parties that is annexed to this Agreement, and any exhibits or riders to this Agreement or the Data Privacy Agreement contain the entire agreement of the parties with respect to the subject matter thereof and supersede any and

all other agreements, understandings and representations, written or oral, by and between the parties.

16. Modification: This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

17. Governing Law, Choice of Forum and Waiver of Jury Trial: This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in a New York State Court in Suffolk County, New York. The parties each waive trial by jury in any action concerning this Agreement.

18. No Assignment: In accordance with the provisions of General Municipal Law § 109, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of the Consultant's rights, title, or interest in this Agreement, or the Consultant's power to execute this Agreement to any other person or corporation without the previous consent in writing from the District.

19. Third-Party Beneficiaries: There are no third-party beneficiaries of or in this Agreement, other than NYSIR.

20. Negotiated Agreement: This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it/he/she has full power to execute, deliver and perform this Agreement and has taken all actions required by law, organizational documents or otherwise to authorize the execution and delivery of this Agreement.

21. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant New York State Finance Law § 165-a(3)(b).

22. Plan for Security and Protection of Personally Identifiable Information:

A. "District Data" means all information obtained by the Consultant from the District or by the Consultant in connection with the Services provided by the Consultant pursuant to this Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, "District Data" does not include any information made publicly available by the District, except student and personnel data which will be considered "District Data" regardless of whether or not it is made public.

B. "Personally Identifiable Information" or "PII" includes, but is not limited to: (i) a person's name or address or the names or addresses of a student's parents or other family members; (ii) any personal identifier (e.g., SSN, student number or biometric record); (iii) indirect identifiers

(e.g., date of birth, place of birth, or mother's maiden name); (iv) other information that alone or in combination is linked or linkable to a specific individual and would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances to identify the individual with reasonable certainty; and (v) any information requested by a person who the District or Consultant reasonably believes knows the identity of the person to whom a record relates.

C. The Consultant represents and warrants that it will comply with all District policies and State, federal and local laws, regulations, rules and requirements related to the confidentiality, security and privacy of District Data.

D. The Consultant represents and warrants that District Data received by the Consultant will be used only to perform Consultant's obligations pursuant to this Agreement and for no other purpose.

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

F. The Parties agree that all rights including all intellectual property rights in and to District Data will remain the exclusive property of the District and that the Consultant has a limited, non-exclusive license to use District Data solely to perform the Services pursuant to this Agreement.

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

H. The Consultant must execute and deliver the Data Privacy Agreement annexed hereto as Exhibit B simultaneously with the execution and delivery of this Agreement.

I. All the provisions of this Paragraph 22 will survive the expiration or sooner termination of this Agreement.

23. **Fingerprinting:** The Consultant will be responsible for compliance with the requirements of all applicable laws, rules and regulations, including, but not limited to Project Save and the Safe Schools Act with respect to any person providing Services involving direct contact with District students. All persons providing Services involving direct contact with District students must receive fingerprinting clearance prior to providing the Services. Written proof of clearance of each person (in form and substance satisfactory to the District) will be provided to the District prior to the provision of Services. The Consultant will inform the District, in writing, within one business day of the Consultant's receipt of a notice of subsequent arrest (or any other notice related to fingerprinting) for any person providing Services. If any of the Consultant's employees who are assigned to provide Services do not have the appropriate fingerprinting clearance, the Consultant must give the District the information necessary to process and obtain fingerprint clearance and reimburse the District for the cost to the District of obtaining the clearance. The District will deduct the cost of the fingerprinting clearance from the next payment due to the Consultant. If any person providing Services leaves the

employment of the Consultant for any reason, the Consultant must notify the District, in writing, within one calendar week of the end of the person's employment. If the District has not received sufficient proof of fingerprinting clearance for any person providing Services, the District will deduct the cost of the Services provided by the person from the next payment due to the Consultant. Consultant agrees that Consultant will perform or cause a third party to perform a background check of all individuals providing Services. Consultant further agrees to confirm that all individuals providing Services for which a license is required by the State and for which fingerprinting is required to obtain that license, have in fact been fingerprinted in connection with the issuance of that license.

24. No End User Agreements: In the event that the Consultant requires District employees or other End Users to enter into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, those agreements and/or understandings will be null, void and without effect, and the terms of this Agreement, the Data Privacy Agreement between the parties that is annexed to this Agreement, and any exhibits or riders to this Agreement or the Data Privacy Agreement will apply.

25. Execution: The Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement. The Agreement may be executed by facsimile or PDF signature, each of which will constitute an original for all purposes.

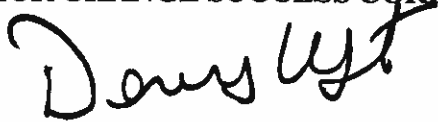
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the latter date that appears below.

**HAUPPAUGE UNION FREE
SCHOOL DISTRICT**

By: _____
David M. Barshay
President, Board of Education

Date: _____

BEHAVIOR CHANGE SUCCESS CORP.

By:  _____
Name: Denise Wright
Title: President, owner, CEO

Date: 9/15/2023

SCHEDULE A

[ATTACH DETAILED LIST OF SERVICES AND COSTS]

SCHEDULE A

Behavior Change Success Corp Service Description and Fee Schedule

BIS- Behavior Intervention Service	Services will be guide IEP goal support. Staff will work 1:1 with the child in the home to address IEP goals using Behavioral Strategies. Data will be recorded and graphed to analyze efficacy. Support will align with IEP goals. In Home IEP Goal Support (including DTT, NET)	\$80.00 per hour \$95.00 (LBA)
BIS In home case Supervision	Create programs based upon the IEP to support the educational goals, center program into Catalyst, teach staff to record data, review and make data-based program changes, provide ongoing training to staff and model strategies and procedures. Prepare report on progress for the annual review. Recommended: 1 hour of supervision for every 5 hours of service.	\$100.00
Parent Training	Provide training and consultation to parent (s)(caregiver (s)) regarding antecedent based strategies to reduce maladaptive behaviors reported by family or school support team. If a previous FBA and BIP have been developed the parent training can reflect home connection to school plan or plan written for use in the home. Support will align with IEP goals.	\$95.00 per hour \$100.00 per hour (LBA)
Parent Training Bi-lingual	Provide training and consultation to parent (s)(caregiver (s)) regarding antecedent based strategies to reduce maladaptive behaviors reported by family or school support team. If a previous FBA and BIP have been developed the parent training can reflect home connection to school plan or plan written for use in the home. Support will align with IEP goals.	\$100.00 per hour
* Functional Behavior Assessment	Staff will conduct a functional Behavior Assessment and will present finding to the CSE team.	\$90.00 per hour \$100.00 per hour (LBA)
*Behavior Intervention Plan Development	Staff will develop a written Behavior Intervention Plan based off of the findings of the FBA. Staff will present findings to the CSE team.	\$90.00 per hour \$100.00 per hour (LBA)
*Behavior Consultation	Staff will observe classroom procedures and provide consultation to teachers and school staff regarding best practices	\$90.00 per hour \$100.00 per hour (LBA)

	to reduce problem behavior within a school setting. Consultations may focus on general classroom strategies. With, parent consent and aligned IEP goals- strategies may focus on a specific student.	
*Behavior Consultation	Staff will provide training and instruction on the implementation of a BIP (Following the development and CSE review of an FBA). Support will align with IEP goals.	\$90.00 per hour \$100.00 per hour (LBA)
1:1 Behavior Intervention Service Direct Implementation by an RBT	Staff will provide on-going support to implement a Behavior Intervention plan . This will include implementing outlined strategies and recording data as outlined within the plan. Support will align with IEP goals	\$50.00 per hour (RBT)
Schoolwide Consultation	Staff will write FBA and BIPs, present them to the CSE for approval. Staff will provide ongoing consultation and staff training pertaining to BIPs. Staff will provide consultation and training on antecedent based strategies. Staff will attend CSE meetings and other school-based meetings as needed. All services aside from general classroom strategies and consultation will require alignment with IEP goals.	Annual rates determine based on district needs
Functional Behavior Assessment (FBA) and Behavior Intervention Plan (BIP) Consultation/Review	FBA & BIP Behavior plan review, critique, and advice from a Doctorate level Board Certified land Licensed Behavior Analyst with 20 years' experience writing behavior plans and consulting in the public school system.	\$100.00 per hour
Registered Behavior Technician Training	Provide staff with 40-hour training required for certification, complete performance assessment, provide ongoing supervision as required.	\$110.00 per group of 6 for training and assessment. \$100.00 per hour for supervision (if it cannot be done within another contracted service
* Attendance at CSE meeting	Staff will present reports and discuss progress during a CSE meeting	\$75.00 per hour
ABA services available through Denise Wright Licensed Behavior Analyst PLLC		

- All services with an asterisk (*) are included in the school wide consultation plan. School wide consultation can address 20 students at a given time. Student roster may change as needed.
- (LBA) services performed by a Licensed and Board certified behavior Analyst

EXHIBIT A
**ACKNOWLEDGMENT WITH REGARD TO THE NEW YORK STATE EDUCATION
DEPARTMENT WAIVER**

Complete one of the following paragraphs:

1. I, Denise Wright verify that I am not a retired member of any New York State Public Retirement System, and therefore do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Denise Wright
Signed

9/15/2023
Date

2. I, _____ verify that I am a retired member of a New York State Public Retirement System but all collective earnings from any public employment in New York State will not and does not exceed the current earnings limitation. Therefore, I do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

3. I, _____ verify that I am a retired member of a New York State Public Retirement System and I expect that my collective earnings from any public employment in New York State will exceed the current earnings limitation. Therefore, I require a waiver from the New York State Education Department and I request that _____ School District file a request for the waiver on my behalf.

Signed

Date

4. I, _____ verify that I am a retired member of any New York State Public Retirement System, but I do not require a waiver from the New York State Education Department to perform the duties for which I have contracted because I am at least 65 years old.

Signed

Date

SPECIAL RIDER

**FOR COMPLIANCE WITH JUNE 2, 2010 STATE EDUCATION DEPARTMENT
GUIDANCE RELATED TO CONTRACTS FOR INSTRUCTION**

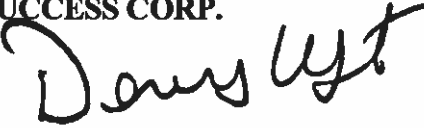
The parties to the annexed Agreement hereby confirm that **BEHAVIOR CHANGE SUCCESS CORP.** ("the Consultant") will meet the criteria and guidelines set forth in the attached June 2, 2010 Guidance Memorandum issued by the New York State Education Department concerning contracts for instruction ("the Guidance"). The Consultant further represents that it is capable of meeting the criteria and guidelines set forth in the Guidance. The Consultant also agrees to provide the Hauppauge Union Free School District ("the District") with access and student records necessary for the District to fulfill its supervisory obligations as set forth in the Guidance.

HAUPPAUGE UNION FREE SCHOOL DISTRICT

By: _____
David M. Barshay
President, Board of Education

Date: _____

**BEHAVIOR CHANGE
SUCCESS CORP.**

By: 
Name: Denise Wright
Title: Owner, President, CEO

Date 9/15/2023

EXHIBIT B

[ATTACH DATA PRIVACY AGREEMENT]

HAUPPAUGE UNION FREE SCHOOL DISTRICT DATA PRIVACY AGREEMENT

Between

HAUPPAUGE UNION FREE SCHOOL DISTRICT

and

BEHAVIOR CHANGE SUCCESS CORP.

This Data Privacy Agreement ("DPA") is by and between the HAUPPAUGE UNION FREE SCHOOL DISTRICT ("the District") and BEHAVIOR CHANGE SUCCESS CORP. ("the Contractor"), collectively, "the Parties."

ARTICLE I: DEFINITIONS

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

1. **Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information of District Data, or a breach of the Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.

2. **Commercial or Marketing Purpose:** The sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.

3. **Disclose:** To permit access to, or the release, transfer, or other communication of Personally Identifiable Information by any means, including oral, written or electronic, whether intended or unintended.

4. **District Data:** All information obtained by the Contractor from the District or by the Contractor in connection with the Services provided by the Contractor pursuant to the Service Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, "District Data" does not include any information made publicly available by the District, except Personally Identifiable Information from student and personnel data which will be considered "District Data" regardless of whether or not it is made public.

5. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.

6. **Educational Agency:** As defined in Education Law 2-d, a school district, board of cooperative educational services, School, or the New York State Education Department.

7. **Eligible Student:** A student who is eighteen years of age or older.

8. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR § 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.

9. **NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.

10. **Parent:** A parent, legal guardian or person in parental relation to the Student.

11. **Personally Identifiable Information (“PII”):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g , and Teacher or Principal APPR Data, as defined below.

12. **Release:** Has the same meaning as Disclose.

13. **Service Agreement:** The agreement between the District and the Contractor with an effective date of July 1, 2023.

14. **Services:** The services provided by the Contractor to the District pursuant to the Service Agreement.

15. **School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.

16. **Student:** Any person attending or seeking to enroll in an Educational Agency.

17. **Student Data:** Personally Identifiable Information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g. Personally Identifiable Information includes, but is not limited to: (i) a person’s name or address or the names or addresses of a Student’s parents or other family members; (ii) any personal identifier (*e.g.*, SSN, student number or biometric record); (iii) indirect identifiers (*e.g.*, date of birth, place of birth, or mother’s maiden name); (iv) other information that alone or in combination is linked or linkable to a specific individual and would allow a reasonable person in the District community who does not have personal knowledge of the relevant circumstances to identify the individual with reasonable certainty; and (v) any information requested by a person who the District or the Contractor reasonably believes know the identity of the person to whom a record relates.

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

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

ARTICLE II: PRIVACY AND SECURITY OF PII

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

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

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

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

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

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

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

7. **Access to/Disclosure of District Data:**

- (a) The Contractor agrees that it will limit the Contractor's internal access to and only Disclose PII to the Contractor's officers, employees and Subcontractors who need to access the PII in order to provide the Services and that the disclosure of PII will be limited to the extent necessary to provide the Services pursuant to the Service Agreement. The Contractor must take all actions necessary to ensure that all its officers, employees and Subcontractors comply with the terms of this DPA.
- (b) The Contractor must ensure that each Subcontractor performing functions pursuant to the Service Agreement where the Subcontractor will receive or have access to District Data must be contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) The Contractor must examine the data security and privacy measures of its Subcontractors prior to utilizing the Subcontractor to ensure compliance with this DPA. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, the Contractor must: notify the District and prevent the Subcontractor's continued access to District Data; and, as applicable, retrieve all District Data received or stored by Subcontractor and/or ensure that District Data has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the Subcontractor compromises PII, the Contractor must follow the Data Breach reporting requirements set forth herein.

- (d) The Contractor will take full responsibility for the acts and omissions of its officers, employees and Subcontractors.
- (e) The Contractor must not Disclose District Data to any other party (a party other than the Contractor's officers or employees or Subcontractors who does not need access to the District Data to provide the Services pursuant to the Service Agreement) without the prior written consent of the District (if necessary, the District will obtain the required consent(s) from third parties) unless the disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify the District of the court order or subpoena in advance of compliance but in any case, provides notice to the District no later than the time the District Data is disclosed, unless such disclosure to the District is expressly prohibited by the statute, court order or subpoena.
- (f) Except as prohibited by law, the Contractor will: (i) immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by the Contractor seeking District Data; (ii) consult with the District regarding the Contractor's response; (iii) cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and (iv) upon the District's request, provide the District with a copy of the Contractor's response.
- (g) Upon the District's request, the Contractor agrees that it will promptly make any District Data held by the Contractor available to the District.

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

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

10. **Data Return and Destruction of Data:**

- (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the District, and the Contractor agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing Services to the District, unless such retention is expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties, expressly requested by the District for purposes of facilitating the transfer of PII to the District or expressly required by law. As applicable, upon expiration or termination

of the Service Agreement, the Contractor will transfer PII, in a format agreed to by the Parties to the District.

- (b) If applicable, once the transfer of PII has been accomplished in accordance with the District's written election to do so, the Contractor agrees to return or destroy all PII when the purpose that necessitated its receipt by the Contractor has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, or electronic imaging of hard copies) as well as any and all PII maintained on behalf of the Contractor in a secure data center and/or in cloud-based facilities that remain in the possession of the Contractor or its Subcontractors, the Contractor will ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) The Contractor will provide the District with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors.
- (d) To the extent that the Contractor and/or its Subcontractors continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), the Contractor agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

11. **Commercial or Marketing Use Prohibition:** Contractor agrees that it will not sell PII or use or Disclose PII for a Commercial or Marketing Purpose.

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

13. **Storage:** Contractor must store all District Data within the United States of America.

14. **Breach:**

- (a) The Contractor must promptly notify the District of any Breach of PII in the most expedient way possible and without unreasonable delay and in no event more than seven calendar days after discovery of the Breach. Notifications required pursuant to this section must be in writing and by

email (if email address is provided) and personal delivery or nationally recognized overnight carrier. Notifications must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of Contractor's investigation; and the contact information for representatives who can assist the District. Violations of the requirement to notify the District are subject to civil penalty(ies) pursuant to Education Law § 2-d. The Breach of certain PII protected by Education Law §2-d may subject the Contractor to additional penalties.

- (b) Notifications required to be made to the District pursuant to this paragraph must be sent to the following people at the following addresses:

Dr. Donald B. Murphy
Superintendent of Schools
Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836
Email: murphydo@hauppauge.k12.ny.us

Dr. Tim Mcarthy
Data Protection Officer
Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836
Email: mccarthyt@hauppauge.k12.ny.us

15. **Cooperation with Investigations:** Contractor agrees that it will cooperate with the District and law enforcement, where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its' officers, employees or Subcontractors, as related to such investigations, will be the sole responsibility of the Contractor if the Breach is attributable to Contractor or its Subcontractors.

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

ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

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

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

ARTICLE IV: MISCELLANEOUS

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

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

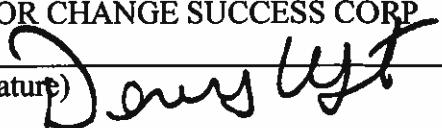
HAUPPAUGE UNION FREE SCHOOL DISTRICT	BEHAVIOR CHANGE SUCCESS CORP
By: (Signature)	By: (Signature) 
David Barshay	(Printed Name) Denise Wright
President, Board of Education	(Title) President, Owner, CEO
Date:	Date: 9/15/2023

EXHIBIT A

Education Law § 2-d Parents' Bill of Rights for Data Privacy and Security

HAUPPAUGE UNION FREE SCHOOL DISTRICT PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY Summary of Rights and Information for Parents and Students

The Hauppauge Union Free School District is committed to ensuring the privacy of student personally identifiable information and recognizes that parents (including legal guardians or persons in parental relationships) and eligible students (students 18 years of age and older) are entitled to certain rights with regard to a student's personally identifiable information. To this end, the District is providing the following Parent's Bill of Rights for Data Privacy and Security:

1. A student's personally identifiable information ("PII") cannot be sold or released for any commercial purposes. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR § 99.3 for a more complete definition.
2. Parents and/or eligible students have the right to inspect and review the complete contents of the student's education records stored or maintained by the District. This right may not apply to parents of an eligible student.
3. State and federal laws such as New York Education Law § 2-d, the Commissioner of Education's Regulations at 8 NYCRR Part 121, FERPA, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, and the Individuals with Disabilities Education Act protect the confidentiality of a student's PII.
4. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
5. A complete list of all student data elements collected by the State is available for public review at www.nysed.gov/data-privacy-security/student-data-inventory and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. Parents have the right to have complaints about possible breaches and unauthorized disclosures of PII addressed.
 - (a) Complaints should be submitted to the District at: Dr. Tim McCarthy, District Data Protection Officer, Hauppauge UFSD, P.O. Box 6006, Hauppauge, New York 11788, mccarthyt@hauppauge.k12.ny.us, 631-761-8202.

- (b) Complaints may also be submitted to the New York State Education Department at: www.nysed.gov/data-privacy-security/report-improper-disclosure or by contacting the State's Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, privacy@nysed.gov, 518-474-0937.
7. District contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements and will include supplemental information that provides:
- (a) The exclusive purposes for which student data or teacher or principal data will be used;
 - (b) How the third party contractor will ensure that the subcontractors, persons or entities that the vendor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
 - (c) When the agreement expires and what happens to student data or teacher or principal data upon expiration of the agreement;
 - (d) If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
 - (e) Where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected, including how such data will be encrypted.
8. Parents and/or eligible students have the right to be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
9. District workers who handle PII will receive annual training on applicable federal and State laws, regulations, policies and safeguards which will be in alignment with industry standards and best practices to protect PII.

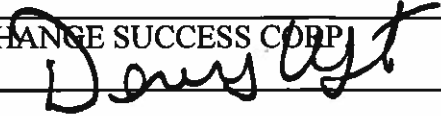
BEHAVIOR CHANGE SUCCESS CORP.	
By: (Signature)	
(Printed Name)	Denise Wright
(Title)	President, owner, CEO
Date:	9/15/2023

EXHIBIT B
BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

**SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE
PERSONALLY IDENTIFIABLE INFORMATION**

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

BEHAVIOR CHANGE SUCCESS CORP.	
Term of Service Agreement	Agreement Start Date: July 1, 2023 Agreement End Date: June 30, 2024
Description of the purpose(s) for which Contractor will receive/access/use PII	PII received by the Contractor will be received, accessed and used only to perform the Contractor's Services pursuant to the Service Agreement with the District. List Purposes: Assigning Cases Billing
Type of PII that Contractor will receive/access	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> Teacher or Principal APPR Data
Subcontractor Written Agreement Requirement	The Contractor will only share PII with entities or persons authorized by the Service Agreement. The Contractor will not utilize Subcontractors without written contracts that require the Subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Service Agreement. Check applicable option. <input checked="" type="checkbox"/> Contractor will not utilize Subcontractors. <input type="checkbox"/> Contractor will utilize Subcontractors.

Data Transition and Secure Destruction	<p>Upon expiration or termination of the Service Agreement, the Contractor will, as directed by the District in writing:</p> <ul style="list-style-type: none"> Securely transfer data to District, or a successor contractor at the District's option and written discretion, in a format agreed to by the parties. Securely delete and destroy data by taking actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by both ordinary and extraordinary means.
Challenges to Data Accuracy	<p>Parents, students, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the District. If a correction to data is deemed necessary, the District will notify the Contractor. The Contractor agrees to facilitate such corrections within 21 calendar days of receiving the District's written request.</p>
Secure Storage and Data Security	<p>The Contractor will store and process District Data in compliance with § 2-d(5) and applicable regulations of the Commissioner of Education, as the same may be amended from time to time, and in accordance with commercial best practices, including appropriate administrative, physical and technical safeguards, to secure district Data from unauthorized access, disclosure, alteration and use. The Contractor will use legally-required, industry standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services pursuant to the Service Agreement. The Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.</p> <p>Please describe where PII will be stored and the security protections taken to ensure PII will be protected and data security and privacy risks mitigated in a manner that does not compromise the security of the data:</p> <p>(a) Storage of Electronic Data (check all that apply):</p> <p><input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input checked="" type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p> <p>(b) Storage of Non-Electronic Data:</p>

	(c) Security Protections:
Encryption	Data will be encrypted while in motion and at rest.

BEHAVIOR CHANGE SUCCESS CORP.
By: (Signature) <i>Denise Wright</i>
(Printed Name) Denise Wright
(Title) President, owner, CEO
Date: 9/15/2023

EXHIBIT C

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

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

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract	All information will be password protected. Staff will receive HIPPA FERPA training—encryption transit
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	Password protection HIPPA & FERPA approved storage system with encryption server company email & HIPPA/ FERPA training
3	Specify how your officers, employees and Subcontractors who have access to PII pursuant to the Service Agreement will receive training on the federal and State laws that govern the confidentiality of PII.	Annual Training is provided on HIPPA/FERPA & applicable laws
4	Outline the processes that ensure that your officers, employees and Subcontractors are bound by written agreement to the requirements of the Service Agreement, at a minimum.	They sign documentation and most districts also provide additional forms adhering to secure use
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the District.	If we become aware of breaches, we will contact the school within one day
6	Describe how data will be transitioned to the District when no longer needed by you to meet your contractual obligations, if applicable.	We will send all data through an encrypted link

7	Describe your secure destruction practices and how certification will be provided to the District.	We have a shredding company that provides a certificate, and it will be sent to the district annually
8	Outline how your data security and privacy program/practices align with the District's applicable policies.	We have read and created our programs in alignment
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	<i>YOU MAY USE TEMPLATE BELOW</i>

EXHIBIT C.1 NIST CSF TABLE

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

Function	Category	Contractor Response
	Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	We use an encrypted program that meets and exceeds requirements. We use Egnyte platform

IDENTIFY (ID)	Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions	We make sure that all staff understand the mission, objective, stakeholders and activities of our company and the schools we service. We make sure staff understand risk and adhere to practices and use HIPPA/FERPA approved file storage
	Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	We require staff to be trained in data and servicing practice. Staff sign documents noting they adhere and understand requirements and we use a secure platform to avoid security breaches
	Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	We understand the risk of cyber security and do all we can to uphold privacy practices
	Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	We make all decision with awareness of practice risks
	Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.	We are aware of supply chain risks and have system in place to avoid any risk related to supply chain
	Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	Access to physical and logistical assets and features are limited to authorized uses as our secure platform access is immediately revoked when an employee is no longer authorized
	Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their	We provide cyber security training to ensure awareness and emphasize the importance. We provide annual training.

PROJECT (PR)	cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.	
	Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	Information and recording are continually monitored to ensure our risk strategy protects confidentiality of all Phi
	Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	We use a secure platform that allows us to provide access to any authorized user. We can monitor access and use and can terminate access
	Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	All maintenance on Egnyte is performed to be authorized Egnyte storage when we have any office reporting no Phi is available
	Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	Technical security solutions are managed to ensure the security and resilience of systems and assets through constant monitoring of authorization
DETECT (DE)	Anomalies and Events (DE.AE): Anomalous activity is detected and the potential impact of events is understood.	We receive information on all use and would be able to detect anomalous activity
	Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	Our information system alerts us to cyber security threats
	Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	Yes detection process and procedure and maintenance to test and ensure awareness of anomalous events through Egnyte security features
RESPOND	Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	We maintain activity to processes and ensure all cybersecurity incidents would be detected
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g.	If we have any response activities, they will be communicated to the district and law enforcement

(RS)	external support from law enforcement agencies).	
	Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.	Yes, analysis is conducted to ensure effectiveness of response and support recovery
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	Yes, activities are performed to prevent expansion of an event
	Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	We use information about data breaches that have occurred to others to inform our practice and we have a security officer
RECOVER (RC)	Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	Yes, recovery processes and procedures are executed and maintained to be sure our systems are resilient in case of any threat
	Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.	We use information about recovery issues that have happened to others to inform our recovery
	Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	If we have a recovery issue, we will coordinate with internet service providers, owners of attacking systems, victims and vendors



HAUPPAUGE PUBLIC SCHOOLS

495 Hoffman Lane
P.O. Box 6006
Hauppauge, New York 11788

MEMORANDUM

To: Brigid Siena

From: Rebecca Bilski

Re: Health Source Group—Addendum to contract

Date: September 28, 2023

A handwritten signature in blue ink, appearing to be 'RB' or similar initials, is written next to the 'From' line.

Attached please find the contract(s) for Board approval:

Health Source Group—Addendum to contract



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

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

80 Eighth Avenue
Suite 1106
New York, NY 10011

Addendum to:
Hauppauge School District Consultant Services Contract With
Health Source Group 2023-2024

In addition, the following services will be provided:



Nurse- Dispense Meds

\$125 per visit

HEALTH SOURCE GROUP

HAUPPAUGE SCHOOL DISTRICT

By: D. Nelson

By: _____

Name: Danielle Nelson

Name: _____

Title: Executive Business Administrator

Title: _____

Date: 9/28/2023

Date: _____



HAUPPAUGE PUBLIC SCHOOLS

495 Hoffman Lane
P.O. Box 6006
Hauppauge, New York 11788

MEMORANDUM

To: NYSARC, Inc. Catherine Freeman

From: Rebecca Bilski

Re:

Date: September 27, 2023

Attached please find the contract(s) for Board approval:

NYSARC, Inc.

CONTRACT FOR SCHOOL SERVICES

AGREEMENT effective as of July 1, 2023 between the HAUPPAUGE UNION FREE SCHOOL DISTRICT ("the District"), having its administrative offices at 495 Hoffman Lane, Hauppauge, New York 11788-2836, and NYSARC, INC., SUFFOLK CHAPTER ("the School"), having an office at 2900 Veterans Memorial Highway, Bohemia, New York 11716.

WHEREAS, the District is authorized by law to contract with institutions within the State for the instruction of students with disabilities in situations where the District is unable to provide instruction within its schools; and

WHEREAS, the School represents and warrants that it will provide the level of services required to meet the needs of the students; and

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

WHEREAS, the District desires that the School provide instruction to District students placed at the School; and

WHEREAS, the School is ready and willing to provide the District's students with instruction as more fully described herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties incorporate the above statements into the body of this Agreement as if fully set forth therein and hereby mutually agree as follows:

1. Retention: The District retains the School and the School agrees to provide the District with the following ("Services") to the student(s) set forth on the attached Confidential Schedule A ("the Students") and makes the representations and warranties hereinafter set forth:

a. The School agrees to provide appropriate instruction and related services and training to the Students and/or their families. The Services provided to the Students must be appropriate to the mental and physical ability of the Students and in accordance with applicable federal, State and local laws, rules and regulations.

b. The School agrees to conduct evaluations and testing of Students pursuant to the District's requests.

c. The School represents and warrants that it is duly licensed and authorized to perform the Services and that it will utilize licensed and qualified individuals to perform the Services. The School further represent and warrants that the Services will be performed by individuals that are licensed pursuant to State, federal and local laws, regulations and rules. Upon the District's request, the School agrees to submit to the District proof of certification and/or professional licensing of all individuals providing Services.

d. The individuals providing Services are subject to the District's approval, and the District reserves the right to reject the placement of any individual.

e. The School agrees to complete and submit, upon the District's request, all forms to document the Services provided to Medicaid-eligible school-aged students, for Medicaid reimbursement purposes. The School represents and warrants it has never been excluded from Medicare, Medicaid, or any health care benefit program funded by the Federal government. The School represents and warrants, as a material term of this Agreement, that neither it nor any of its employees is/are:

- i. Currently excluded from or otherwise ineligible to participate in any federal or State health care program, including those defined in 42 U.S.C. § 1320 a-7b(f);
- 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 the School to exclusion from governmental programs (collectively, "exclusion activity").

Additionally, the School agrees that, as a continuing obligation of this Agreement, the School will:

- i. Maintain documentation evidencing monthly exclusion checks, and will produce the documentation to the District upon its request; and
 - ii. Report in writing to the District any exclusion activity involving the School as soon as practicable after the School learns of the exclusion activity.
- f. The School agrees to obtain whatever releases or other legal documents are necessary for the School to render full and complete reports concerning the progress of the Students.
- g. The School agrees to provide and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements (including, but not limited to, the requirements of the New York State Education Department and New York State Department of Labor and District Policies).
- h. The School agrees to maintain attendance records for the Students. If a Student is absent for a period of five or more consecutive school days, the attendance record must indicate the reason for the absence. Absences attributable to sickness, death of an immediate family member, and/or a family emergency will constitute an authorized absence. In the event that a Student has an unauthorized absence, the School must notify the District immediately and send a written notice to the District within 72 hours of absence.
- i. The School agrees to furnish written progress reports to the District (form and substance satisfactory to the District) on a quarterly basis pursuant to the District's report card schedule or as otherwise required by each Student's Individualized Education Program ("IEP").

The School further agrees to provide the District with a copy of any reports, testing, evaluations, or observations that are prepared in connection with the Services and to render and provide to the District additional reports upon the District's request. All reports must be furnished upon termination of the Agreement. The School must provide any additional information concerning a Student's progress upon the District's request.

j. The School agrees to participate and cooperate, as needed, with the District's Committee on Special Education ("the CSE"), as well as in any impartial hearings and mediations affecting a Student. The School further agrees to provide the CSE with annual written progress reports for the Students to be reviewed at the annual CSE meeting.

k. The School hereby agrees to furnish to the State all reports, audits, and other documentation or information required to make determinations as to eligibility pursuant to State or federal laws, regulations or rules. Those materials must be furnished at all times required by the State. Failure to submit required materials within ten calendar days of demand or as required by law will constitute a material breach of this Agreement. The School agrees to provide the State access to all relevant records which the State requires to determine the School's or the District's compliance with applicable State or federal laws, regulations or rules. The School agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the requirements of applicable law, but in no event less than six years from the date of this Agreement.

l. The School agrees to furnish each individual providing Services with a photo identification badge to be worn at all times while the individual is providing Services.

m. The School agrees that all disciplinary measures for Students will be conducted in accordance with applicable federal, State and local laws, rules and regulations.

n. The School agrees that it is responsible for appropriate staff orientation and training for its employees, including but not limited to, training related to the provision of educational services to handicapped children.

o. The School represents and warrants that all instruction and facilities provided for any Student will be appropriate to the mental attainments and physical conditions of the Student and in accordance with the provisions relating to the eligibility of schools contained in the Regulations of the Commissioner of Education and comply with the Student's most current IEP, a copy of which is provided by the District.

2. Compensation: The District will compensate the School at the rates set forth by the New York State Department of Education ("NYSED"). The School must submit monthly invoices in form and substance satisfactory to the District for the School's Services. Student attendance records must be submitted with all invoices. The District will pay the School within 60 calendar days of its receipt, review and approval of the invoice. Where the rate has not yet been set by NYSED, the District will pay the School at the rate established for the previous school year. Any resulting tuition adjustment will be due upon receipt of a properly executed adjustment invoice.

The District reserves the right to add or delete a Student from Confidential Schedule A at any time during the term of this Agreement. The School's compensation for Students added or removed will be prorated for the period of time services were provided to the Student.

No parent or guardian of any other person will be required to make payment for tuition or maintenance on behalf of any Student pursuant to this Agreement. Neither the School nor its employees may share or accept any payment or gratuity received from a Student or the Student's family for the Services.

3. Term: This Agreement is for Services provided from July 1, 2023 to June 30, 2024, unless this Agreement is terminated earlier as herein provided. The School acknowledges that the District is under no obligation to renew this Agreement upon its expiration.

4. Independent Contractor: The School is retained by the District only for the purposes and to the extent set forth in this Agreement. The School's relation to the District is solely that of an independent contractor during the period of the School's retention and delivery of Services hereunder.

Neither the School nor any of its employees, shareholders, partners, members, officers, directors, agents, or assigns will be eligible for employee benefits or contributions thereto from the District relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance or malpractice insurance. With regard to employees of the School, the School alone is responsible for their work, personal conduct, direction, compensation, and for payment of all employment, income and other taxes in relation thereto.

5. Indemnification: To the fullest extent permitted by law, the School indemnifies and will defend (with counsel selected by the District) and hold harmless the District, its employees, agents, representatives and members of the Board of Education from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the School's Services hereunder, any breach of this Agreement or the Data Privacy Agreement (annexed hereto as Exhibit A) by the School or the action of, or the failure to act by the School, the School's representatives or employees, or anyone for whose acts the School may be liable.

In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from the School pursuant to the provisions of this Paragraph 5, the District will promptly notify the School of the legal proceeding, claim or demand, and give the School an opportunity to defend and settle same without any cost to the District, and will extend reasonable cooperation to the School in connection with the defense, which will be at the expense of the School. In the event that the School fails to defend the same within 30 calendar days of receipt of the notice, the District will be entitled to assume the defense thereof, and the School will be liable to repay the District for all its expenses reasonably incurred in connection with the defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). The failure of the District to notify the School of a legal proceeding, claim or demand will not relieve

the School of any obligation that the School has pursuant to this Paragraph 5 unless and only to the extent that the failure to notify the School materially prejudices the School.

The School agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of the District (which consent will not be unreasonably withheld).

All of the provisions of this Paragraph 5 will survive the expiration or sooner termination of this Agreement.

6. Expenses: The School will pay all expenses incurred in connection with the performance of the School's duties hereunder including, but not limited to, automobile and/or travel expenses.

7. Review of Records: The District will have the right to examine any or all records or accounts maintained by the School in connection with this Agreement.

8. District's Policies/Authority: The School certifies that it has reviewed and is familiar with the policies, rules and regulations of the District including, but not limited to, the District's anti-harassment and anti-discrimination policies and regulations and the District's Code of Conduct (collectively, "the Policies"). The School will ensure that its employees, representatives, agents and subcontractors and any other person providing services or present on District property pursuant to this Agreement (collectively, "School's Service Providers") review and become familiar with the Policies. Copies of the Policies are available at <http://www.hauppauge.k12.ny.us/domain/602>. The School agrees that it will comply with the Policies and will cause School's Service Providers to do the same.

THE SCHOOL HEREBY CONFIRMS THAT IT HAS IMPLEMENTED A WRITTEN ANTI-SEXUAL HARASSMENT POLICY THAT MEETS OR EXCEEDS THE REQUIREMENTS OF NEW YORK LABOR LAW SECTION 201-G AND THAT ANNUAL TRAINING REGARDING THIS POLICY IS AND WILL BE PROVIDED TO ALL OF ITS EMPLOYEES CONSISTENT WITH LAW.

Any allegation that the School or one of School's Service Providers has been subjected to harassment or discrimination while providing services or while present on District property pursuant to this Agreement must be reported immediately to the Deputy Superintendent (or to the Superintendent if the Deputy Superintendent is the subject of the allegation or concern). The School confirms that it has notified the School's Service Providers of this requirement.

The School will carry out the orders, directions and policies conveyed by the District from time to time either orally or in writing, provided, however, that the School will determine the manner of carrying out the School's professional duties hereunder consistent with the School's status as an independent contractor.

9. Insurance: The School will obtain and keep in full force and effect during the term of this Agreement, at the School's sole cost and expense, the following insurance:

a. **Commercial General Liability Insurance**

\$1,000,000 per occurrence/\$2,000,000 aggregate
\$2,000,000 products and completed operations
\$1,000,000 personal and advertising injury
\$1,000,000 sexual misconduct and assault
\$100,000 fire damage
\$10,000 medical expense
Must include coverage for sexual misconduct.

b. **Automobile Liability Insurance**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation and N.Y.S. Disability**

~~Statutory Workers' Compensation (C 105.2) or U 26.3) and NYS~~
Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the State. The form can be completed and submitted directly to the WC Board online.

d. **Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the School performed under this Agreement for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for three calendar years following the completion of work.

e. **Excess Insurance**

\$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis or provide broader coverage over the required Automobile Liability, General Liability and Professional Liability coverages.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the School hereby agrees to effectuate the naming of the District as an additional insured on the School's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. Each policy naming the District as an additional insured must:

- be an insurance policy from an A.M. Best rated "A-" or better insurer, licensed in New York State; and

- state that the School's coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including workers compensation.

The District must be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance and the certificate must state that the endorsement is being used. The certificate of insurance must describe the specific services provided by the School (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy. At the District's request, the School will provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms. If so requested, the School will provide a copy of the policy endorsements and forms.

The School hereby indemnifies and holds harmless the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the School, to the extent not covered by the applicable policy.

If a policy is written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement.

The School acknowledges that failure to obtain the foregoing insurance on behalf of the District constitutes a material breach of contract and subjects it to liability, damages, indemnification and all legal remedies available to the District. The District is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"). The School acknowledges that the procurement of that insurance as required herein is intended to benefit not only the District, but also NYSIR as the District's insurer.

If the School utilizes independent contractors, then the School must provide verification to the District that the insurance required by this Section extends to the independent contractors.

The District, in its sole discretion, may waive one or more of the requirements set forth in this paragraph. A waiver must be in writing and signed by an authorized representative of the District.

10. Safeguarding Information: Neither the School nor the District will use or disclose any information concerning the Services pursuant to this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations.

11. Termination:

A. This Agreement may be terminated by the District "for cause" upon the occurrence of any of the following events:

(1) Immediately upon the District delivering written notice to the School of a breach by the School of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(2) Immediately upon the School's breach of the School's obligations to provide the insurance coverage set forth in Paragraph 9;

(3) Immediately upon the School's breach of any of the School's obligations pursuant to, or violation of, any applicable State or federal law or regulation; or

(4) Fifteen calendar days after the School has received written notice from the District that the School has breached any of the School's other obligations hereunder unless, within the 15 calendar day period, the School cures the breach to the District's satisfaction.

(5) Upon termination of this Agreement "for cause," the School is not entitled to any further payments hereunder.

B. This Agreement is automatically terminated upon the School's filing of a voluntary petition in bankruptcy or making an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, pursuant to any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the School which is not dismissed within 60 calendar days of filing. Upon termination of this Agreement pursuant to this subparagraph 11(B), the School is not entitled to any further payments hereunder.

C. This Agreement may be terminated, at any time, by the District for convenience upon 30 calendar days' written notice to the School. Upon termination of this Agreement for convenience by the District, the School is entitled to receive all sums due, accrued and unpaid as of the date of termination.

D. In the event of termination for any reason, all reports and Services due to the District must be completed by the School and delivered to the District within 30 calendar days of the termination date.

12. Notices: Any notices required or permitted to be given pursuant to the terms of this Agreement must be in writing and either personally delivered or sent by nationally recognized overnight carrier to the parties at the following addresses:

To the School:

NYSARC, Inc., Suffolk Chapter
2900 Veterans Memorial Highway
Bohemia, New York 11716

To the District:

Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836
Attention: Assistant Superintendent for
Business and Operations

With a copy to:

Lamb & Barnosky, LLP
534 Broadhollow Road, Suite 210
P.O. Box 9034
Melville, New York 11747
Attention: Eugene R. Barnosky, Esq.

If the notice is sent by personal mail, it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered 3 days after so mailing.

13. Entire Agreement: This Agreement, the Data Privacy Agreement between the parties that is annexed to this Agreement, and any exhibits or riders to this Agreement or the Data Privacy Agreement contain the entire agreement of the parties with respect to the subject matter thereof and supersede any and all other agreements, understandings and representations, written or oral, by and between the parties.

14. Modification: This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

15. Governing Law, Choice of Forum and Waiver of Jury Trial: This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in a New York State Court in Suffolk County, New York. The parties each waive trial by jury in any action concerning this Agreement.

16. No Assignment: In accordance with the provisions of General Municipal Law § 109, the School is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of the School's rights, title, or interest in this Agreement, or the School's power to execute this Agreement to any other person or corporation without the previous consent in writing from the District.

17. Third-Party Beneficiaries: There are no third-party beneficiaries of or in this Agreement, other than NYSIR.

18. Negotiated Agreement: This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it/he/she has full power to execute, deliver and perform this Agreement and has taken all actions required by law, organizational documents or otherwise to authorize the execution and delivery of this Agreement.

19. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the

best of its/his/her knowledge and belief that each person is not on the list created pursuant New York State Finance Law § 165-a(3)(b).

20. Plan for Security and Protection of Personally Identifiable Information:

A. “District Data” means all information obtained by the School from the District or by the School in connection with the Services provided by the School pursuant to this Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, “District Data” does not include any information made publicly available by the District, except student and personnel data which will be considered “District Data” regardless of whether or not it is made public.

B. “Personally Identifiable Information” or “PII” includes, but is not limited to: (i) a person’s name or address or the names or addresses of a student’s parents or other family members; (ii) any personal identifier (e.g., SSN, student number or biometric record); (iii) indirect identifiers (e.g., date of birth, place of birth, or mother’s maiden name); (iv) ~~information that alone or in combination is linked or linkable to a specific individual and would~~ allow a reasonable person in the school community who does not have personal knowledge of ~~the relevant circumstances to identify the individual with reasonable certainty;~~ and (v) any information requested by a person who the District or School reasonably believes knows the identity of the person to whom a record relates.

C. The School represents and warrants that it will comply with all District policies and State, federal and local laws, regulations, rules and requirements related to the confidentiality, security and privacy of District Data.

D. The School represents and warrants that District Data received by the School will be used only to perform School’s obligations pursuant to this Agreement and for no other purpose.

E. The School represents and warrants that it will only collect data from the District or District employees or other End Users (the term “End Users” means the individuals authorized by the District to access and use services provided by the School pursuant to this Agreement) that is necessary to fulfill the School’s duties pursuant to this Agreement.

F. The Parties agree that all rights including all intellectual property rights in and to District Data will remain the exclusive property of the District and that the School has a limited, non-exclusive license to use District Data solely to perform the Services pursuant to this Agreement.

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

H. The School must execute and deliver the Data Privacy Agreement annexed hereto as Exhibit A simultaneously with the execution and delivery of this Agreement.

I. All the provisions of this Paragraph 20 will survive the expiration or sooner termination of this Agreement.

21. Fingerprinting: The School will be responsible for compliance with the requirements of all applicable laws, rules and regulations, including, but not limited to Project Save and the Safe Schools Act with respect to any person providing Services involving direct contact with District students. All persons providing Services involving direct contact with District students must receive fingerprinting clearance prior to providing the Services. Written proof of clearance of each person (in form and substance satisfactory to the District) will be provided to the District prior to the provision of Services. The School will inform the District, in writing, within one business day of the School's receipt of a notice of subsequent arrest (or any other notice related to fingerprinting) for any person providing Services. If any of the School's employees who are assigned to provide Services do not have the appropriate fingerprinting clearance, the School must give the District the information necessary to process and obtain fingerprint clearance and reimburse the District for the cost to the District of obtaining the clearance. The District will deduct the cost of the fingerprinting clearance from the next payment due to the School. If any person providing Services leaves the employment of the School for any reason, the School must notify the District, in writing, within one calendar week of the end of the person's employment. If the District has not received sufficient proof of fingerprinting clearance for any person providing Services, the District will deduct the cost of the Services provided by the person from the next payment due to the School. The School agrees that School will perform or cause a third party to perform a background check of all individuals providing Services. The School further agrees to confirm that all individuals providing Services for which a license is required by the State and for which fingerprinting is required to obtain that license, have in fact been fingerprinted in connection with the issuance of that license.

22. No End User Agreements: In the event that the School requires District employees or other End Users to enter into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, those agreements and/or understandings will be null, void and without effect, and the terms of this Agreement, the Data Privacy Agreement between the parties that is annexed to this Agreement, and any exhibits or riders to this Agreement or the Data Privacy Agreement will apply.

23. Execution: The Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement. The Agreement may be executed by


facsimile or PDF signature, each of which will constitute an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the latter date that appears below.

**HAUPPAUGE UNION FREE
SCHOOL DISTRICT**

NYSARC, INC., SUFFOLK CHAPTER

By: _____
David M. Barshay
President, Board of Education

By:  _____
~~William Leonard~~ Paul H. Torres
Chief Executive Officer

Date: _____

Date: 9/14/2023

Student List

Hauppauge School District

2023-2024 School Year

Last Name	First Name	Date of Birth	2 Month Program	10 Month Program
			yes	yes
			yes	yes
			yes	yes
			yes	yes
			yes	yes

EXHIBIT A

[ATTACH DATA PRIVACY AGREEMENT]

AHRC Suffolk
Saul & Elaine Seiff Educare Center
45 Crossways East Road, Bohemia, New York 11716
Phone: (631) 218-4949 Fax: (631) 567- 3640

Data Privacy and Security Plan

Pursuant to Section 2-d of the Education Law, agreements entered between the District and a third-party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information ("PII") to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District's Parents' Bill of Rights for Data Privacy and Security.

Data received by AHRC Suffolk (NYSARC, Inc.) will be used only to perform AHRC Suffolk's (NYSARC, Inc) obligations pursuant to the Agreement between AHRC Suffolk (NYSARC, Inc.) and the School District and for no other purpose.

AHRC Suffolk (NYSARC, Inc.) may employ sub-contractors. Special permission for sub-contractors must be obtained by the AHRC Suffolk (NYSARC, Inc.) IT Department and the Chief Executive Officer. Network access is limited to the sub-contracted work only. Network access expires upon termination of the sub-contracted project.

AHRC Suffolk (NYSARC, Inc.) shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). AHRC Suffolk (NYSARC, Inc.) shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII as follows: Annual in-person training on federal and state law governing confidentiality for all officers, employees or assignees who have access to student data.

AHRC Suffolk (NYSARC, Inc.) shall maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the NIST Cybersecurity Framework, including:

1. Data encryption is applied in accordance with Education Law 2-d 5(f) (5). Electronic data is kept on the secure AHRC Suffolk (NYSARC, Inc.) Educare Center private server. Password protection and encryption are used when electronic data is shared between providers. Service providers/staff are provided with unique user identification, and passwords are changed regularly (every 90 days). Programs time out when not in use and access is revoked upon termination of employees.
 - a. PII data will be protected using encryption while in motion and at rest by Windows Bitlocker for portable devices and HTTPS or SFTP with SSL or similar encryption for network transfers.

- b. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored by Windows servers with domain groups and users to lock down which users have access to the data. SQL databases are secured using a similar method. All the servers are physically isolated from the staff. The domain accounts are locked after a number of attempted logins. Monitoring software alerts IT staff to attempted breaches. Modern firewalls and backup methods keep the data isolated and safeguards that data cannot be lost. Antivirus and antimalware software is used at all network nodes.
- c. Physical access to PII by individuals shall be controlled as follows: Non-electronic student records are stored in locked filing cabinets and must be signed out to access. Access to records is limited to the staff members who are presently assigned to provide services to a student as well as to program administrators and parent/legal guardians of the student. Access is revoked upon termination of employees. Doors, desks, and filing cabinets are kept locked at all times.
- d. Upon expiration of the contract, the PII will be returned to the District and/or destroyed. Specifically, student data is retained until the student reaches the age of 28. Paper documentation is shredded and electronic data is destroyed.

AHRC Suffolk (NYSARC, Inc) shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.

1. AHRC Suffolk (NYSARC, Inc) shall not disclose PII to any other party other than those set forth in the Contract without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, AHRC Suffolk (NYSARC, Inc) shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.

The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected in accordance with the procedures set forth in the FERPA regulations at 99 C.F.R. Part 34, Subpart C, §§99.20-99.22.

In the event of a breach of the confidentiality and data security and privacy standards provision and unauthorized release of student data, NYSARC, Inc. – AHRC Suffolk shall immediately notify the District and advise it as the nature of the breach and steps NYSARC, Inc. – AHRC Suffolk has taken to minimize said breach. Said notification must be made within seven (7) days of the breach.

AHRC Suffolk (NYSARC, Inc) shall take the following steps to identify breaches or unauthorized releases of PII and to notify the District upon learning of an unauthorized release of PII.

- a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. AHRC Suffolk

(NYSARC, Inc) shall provide notification to the District's data privacy officer by phone and by email.

- b. AHRC Suffolk (NYSARC, Inc) shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.
- c. Where a breach or unauthorized release is attributed to AHRC Suffolk (NYSARC, Inc), AHRC Suffolk (NYSARC, Inc) shall pay for or promptly reimburse the District for the full cost of such notification.

Parents have the right to file complaints with the District about possible privacy breaches of student data by the District's third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov.

**HAUPPAUGE UNION FREE SCHOOL DISTRICT
DATA PRIVACY AGREEMENT**

Between

HAUPPAUGE UNION FREE SCHOOL DISTRICT

and

NYSARC, INC., SUFFOLK CHAPTER

This Data Privacy Agreement ("DPA") is by and between the HAUPPAUGE UNION FREE SCHOOL DISTRICT ("the District") and NYSARC, INC., SUFFOLK CHAPTER ("the Contractor"), collectively, "the Parties."

ARTICLE I: DEFINITIONS

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

1. **Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information of District Data, or a breach of the Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.

2. **Commercial or Marketing Purpose:** The sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.

3. **Disclose:** To permit access to, or the release, transfer, or other communication of Personally Identifiable Information by any means, including oral, written or electronic, whether intended or unintended.

4. **District Data:** All information obtained by the Contractor from the District or by the Contractor in connection with the Services provided by the Contractor pursuant to the Service Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, "District Data" does not include any information made publically available by the District, except Personally Identifiable Information from student and personnel data which will be considered "District Data" regardless of whether or not it is made public.

5. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.

6. **Educational Agency:** As defined in Education Law 2-d, a school district, board of cooperative educational services, School, or the New York State Education Department.

7. **Eligible Student:** A student who is eighteen years of age or older.

8. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR § 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.

9. **NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.

10. **Parent:** A parent, legal guardian or person in parental relation to the Student.

11. **Personally Identifiable Information (“PII”):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g , and Teacher or Principal APPR Data, as defined below.

12. **Release:** Has the same meaning as Disclose.

13. **Service Agreement:** The agreement between the District and the Contractor with an effective date of July 1, 2023.

14. **Services:** The services provided by the Contractor to the District pursuant to the Service Agreement.

15. **School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.

16. **Student:** Any person attending or seeking to enroll in an Educational Agency.

17. **Student Data:** Personally Identifiable Information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g. Personally Identifiable Information includes, but is not limited to: (i) a person’s name or address or the names or addresses of a Student’s parents or other family members; (ii) any personal identifier (e.g., SSN, student number or biometric record); (iii) indirect identifiers (e.g., date of birth, place of birth, or mother’s maiden name); (iv) other information that alone or in combination is linked or linkable to a specific individual and would allow a reasonable person in the District community who does not have personal knowledge of the relevant circumstances to identify the individual with reasonable certainty; and (v) any information requested by a person who the District or the Contractor reasonably believes know the identity of the person to whom a record relates.

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

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

ARTICLE II: PRIVACY AND SECURITY OF PII

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

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

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

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

4. **Data Security and Privacy Plan:** The Contractor must adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect District Data in a manner that complies with New York, federal and local laws, rules and regulations and the District's policies. Education Law § 2-d requires that the Contractor provide the District with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable

State, federal and local data security and privacy requirements. The Contractor's Data Security and Privacy Plan is attached to this DPA as Exhibit C and is incorporated into this DPA.

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

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

7. **Access to/Disclosure of District Data:**

- (a) The Contractor agrees that it will limit the Contractor's internal access to and only Disclose PII to the Contractor's officers, employees and Subcontractors who need to access the PII in order to provide the Services and that the disclosure of PII will be limited to the extent necessary to provide the Services pursuant to the Service Agreement. The Contractor must take all actions necessary to ensure that all its officers, employees and Subcontractors comply with the terms of this DPA.
- (b) The Contractor must ensure that each Subcontractor performing functions pursuant to the Service Agreement where the Subcontractor will receive or have access to District Data must be contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) The Contractor must examine the data security and privacy measures of its Subcontractors prior to utilizing the Subcontractor to ensure compliance with this DPA. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, the Contractor must: notify the District and prevent the Subcontractor's continued access to District Data; and, as applicable, retrieve all District Data received or stored by Subcontractor and/or ensure that District Data has been securely deleted and destroyed in

accordance with this DPA. In the event there is an incident in which the Subcontractor compromises PII, the Contractor must follow the Data Breach reporting requirements set forth herein.

- (d) The Contractor will take full responsibility for the acts and omissions of its officers, employees and Subcontractors.
- (e) The Contractor must not Disclose District Data to any other party (a party other than the Contractor's officers or employees or Subcontractors who does not need access to the District Data to provide the Services pursuant to the Service Agreement) without the prior written consent of the District (if necessary, the District will obtain the required consent(s) from third parties) unless the disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify the District of the court order or subpoena in advance of compliance but in any case, provides notice to the District no later than the time the District Data is disclosed, unless such disclosure to the District is expressly prohibited by the statute, court order or subpoena.
- (f) Except as prohibited by law, the Contractor will: (i) immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by the Contractor seeking District Data; (ii) consult with the District regarding the Contractor's response; (iii) cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and (iv) upon the District's request, provide the District with a copy of the Contractor's response.
- (g) Upon the District's request, the Contractor agrees that it will promptly make any District Data held by the Contractor available to the District.

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

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

10. **Data Return and Destruction of Data:**

- (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the District, and the Contractor agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the

period of providing Services to the District, unless such retention is expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties, expressly requested by the District for purposes of facilitating the transfer of PII to the District or expressly required by law. As applicable, upon expiration or termination of the Service Agreement, the Contractor will transfer PII, in a format agreed to by the Parties to the District.

- (b) If applicable, once the transfer of PII has been accomplished in accordance with the District's written election to do so, the Contractor agrees to return or destroy all PII when the purpose that necessitated its receipt by the Contractor has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, or electronic imaging of hard copies) as well as any and all PII maintained on behalf of the Contractor in a secure data center and/or in ~~cloud-based facilities that remain in the possession of the Contractor or its~~ Subcontractors, the Contractor will ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) The Contractor will provide the District with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors.
- (d) To the extent that the Contractor and/or its Subcontractors continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), the Contractor agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

11. **Commercial or Marketing Use Prohibition:** Contractor agrees that it will not sell PII or use or Disclose PII for a Commercial or Marketing Purpose.

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

13. **Storage:** Contractor must store all District Data within the United States of America.

14. Breach:

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

Dr. Donald B. Murphy
Superintendent of Schools
Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836
Email: murphydo@hauppauge.k12.ny.us

Dr. Tim McCarthy
Data Protection Officer
Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836
Email: mccarthytm@hauppauge.k12.ny.us

15. Cooperation with Investigations: Contractor agrees that it will cooperate with the District and law enforcement, where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its' officers, employees or Subcontractors, as related to such investigations, will be the sole responsibility of the Contractor if the Breach is attributable to Contractor or its Subcontractors.

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

ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

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

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

ARTICLE IV: MISCELLANEOUS

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

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


HAUPPAUGE UNION FREE SCHOOL DISTRICT	NYSARC, INC., SUFFOLK CHAPTER
By: (Signature)	By: (Signature) 
David Barshay	(Printed Name) Paul H. Torres
President, Board of Education	(Title) Chief Executive Officer
Date:	Date: 9/14/2023

EXHIBIT A

Education Law § 2-d Parents' Bill of Rights for Data Privacy and Security

HAUPPAUGE UNION FREE SCHOOL DISTRICT PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY Summary of Rights and Information for Parents and Students

The Hauppauge Union Free School District is committed to ensuring the privacy of student personally identifiable information and recognizes that parents (including legal guardians or persons in parental relationships) and eligible students (students 18 years of age and older) are entitled to certain rights with regard to a student's personally identifiable information. To this end, the District is providing the following Parent's Bill of Rights for Data Privacy and Security:

1. A student's personally identifiable information ("PII") cannot be sold or released for any commercial purposes. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR § 99.3 for a more complete definition.
2. Parents and/or eligible students have the right to inspect and review the complete contents of the student's education records stored or maintained by the District. This right may not apply to parents of an eligible student.
3. State and federal laws such as New York Education Law § 2-d, the Commissioner of Education's Regulations at 8 NYCRR Part 121, FERPA, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, and the Individuals with Disabilities Education Act protect the confidentiality of a student's PII.
4. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
5. A complete list of all student data elements collected by the State is available for public review at www.nysed.gov/data-privacy-security/student-data-inventory and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. Parents have the right to have complaints about possible breaches and unauthorized disclosures of PII addressed.
 - (a) Complaints should be submitted to the District at: Dr. Tim McCarthy, District Data Protection Officer, Hauppauge UFSD, P.O. Box 6006,

Hauppauge, New York 11788, mccarthy@hauppauge.k12.ny.us, 631-761-8202.

- (b) Complaints may also be submitted to the New York State Education Department at: www.nysed.gov/data-privacy-security/report-improper-disclosure or by contacting the State's Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, privacy@nysed.gov, 518-474-0937.
7. District contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements and will include supplemental information that provides:
- (a) The exclusive purposes for which student data or teacher or principal data will be used;
 - (b) How the third party contractor will ensure that the subcontractors, persons or entities that the vendor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
 - (c) When the agreement expires and what happens to student data or teacher or principal data upon expiration of the agreement;
 - (d) If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
 - (e) Where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected, including how such data will be encrypted.
8. Parents and/or eligible students have the right to be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
9. District workers who handle PII will receive annual training on applicable federal and State laws, regulations, policies and safeguards which will be in alignment with industry standards and best practices to protect PII.


NYSARC, INC., SUFFOLK CHAPTER	
By: (Signature)	
(Printed Name)	Paul H. Torres
(Title)	Chief Executive Officer
Date:	9/14/2023

EXHIBIT B
BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

**SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE
PERSONALLY IDENTIFIABLE INFORMATION**

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

NYSARC, INC., SUFFOLK CHAPTER	
Term of Service Agreement	Agreement Start Date: July 1, 2023 Agreement End Date: June 30, 2024
Description of the purpose(s) for which Contractor will receive/access/use PII	PII received by the Contractor will be received, accessed and used only to perform the Contractor's Services pursuant to the Service Agreement with the District. List Purposes: <i>see attached</i>
Type of PII that Contractor will receive/access	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> Teacher or Principal APPR Data
Subcontractor Written Agreement Requirement	The Contractor will only share PII with entities or persons authorized by the Service Agreement. The Contractor will not utilize Subcontractors without written contracts that require the Subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Service Agreement. Check applicable option. <input type="checkbox"/> Contractor will not utilize Subcontractors. <input checked="" type="checkbox"/> Contractor will utilize Subcontractors.

Data Transition and Secure Destruction	<p>Upon expiration or termination of the Service Agreement, the Contractor will, as directed by the District in writing:</p> <ul style="list-style-type: none"> Securely transfer data to District, or a successor contractor at the District's option and written discretion, in a format agreed to by the parties. Securely delete and destroy data by taking actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by both ordinary and extraordinary means.
Challenges to Data Accuracy	<p>Parents, students, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the District. If a correction to data is deemed necessary, the District will notify the Contractor. The Contractor agrees to facilitate such corrections within 21 calendar days of receiving the District's written request.</p>
Secure Storage and Data Security	<p>The Contractor will store and process District Data in compliance with § 2-d(5) and applicable regulations of the Commissioner of Education, as the same may be amended from time to time, and in accordance with commercial best practices, including appropriate administrative, physical and technical safeguards, to secure district Data from unauthorized access, disclosure, alteration and use. The Contractor will use legally-required, industry standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services pursuant to the Service Agreement. The Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.</p> <p>Please describe where PII will be stored and the security protections taken to ensure PII will be protected and data security and privacy risks mitigated in a manner that does not compromise the security of the data:</p> <p>(a) Storage of Electronic Data (check all that apply):</p> <p><input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input checked="" type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p>

	(b) Storage of Non-Electronic Data: <i>see attached</i>
	(c) Security Protections: <i>see attached</i>
Encryption	Data will be encrypted while in motion and at rest.

NYSARC, INC., SUFFOLK CHAPTER	
By: (Signature)	<i>[Signature]</i>
(Printed Name)	<i>Paul H. Torres</i>
(Title)	<i>Chief Executive Officer</i>
Date:	<i>9/14/2023</i>

EXHIBIT C **CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN**

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

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract	Please	
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	See attached	
3	Specify how your officers, employees and Subcontractors who have access to PII pursuant to the Service Agreement will receive training on the federal and State laws that govern the confidentiality of PII.		
4	Outline the processes that ensure that your officers, employees and Subcontractors are bound by written agreement to the requirements of the Service Agreement, at a minimum.		
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the District.		
6	Describe how data will be transitioned to the District when no longer needed by you to meet your contractual obligations, if applicable.		

7	Describe your secure destruction practices and how certification will be provided to the District.	↓
8	Outline how your data security and privacy program/practices align with the District's applicable policies.	
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	
		<i>YOU MAY USE TEMPLATE BELOW</i>

EXHIBIT C.1 NIST CSF TABLE

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

Function	Category	Contractor Response
IDENTIFY (ID)	Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	AHRC IT staff and Management categorize all software and hardware systems in use and manage them as per the ePHI Risk assessment.
	Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.	AHRC uses forms approved from Managers and Supervisors to set up or change user access controls. Working with the AHRC IT staff we set up and maintain Microsoft Active directory and security groups.
	Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	Risk assessments and IT audits are used to keep Management informed about IT operational checks.
	Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	IT Management meets weekly with C Level managers to discuss goals, projects and progress. Risk assessment and management is conducted regularly.
	Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are	Historical documentation, regulatory requirements and changes in technology are considered in maintaining operational procedures and priorities for the IT team.

PROJECT (PR)	established and used to support operational risk decisions.	
	Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.	
	Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and	Physical personnel and client data is secured using locked cabinets in locked rooms. Policy states that all these locations need to be locked if proper
	associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	personnel are not in the room. Digital data is broken into directories and security groups so that only proper personnel have limited access.
	Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.	As specified in the Policy Staff Training and Development Manual, computer security training for all staff is done during initial training and with annual updates. News messages keep personnel and partners updated as issues occur.
	Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	Physical personnel and client data is secured using locked cabinets in locked rooms. Policy states that all these locations need to be locked if proper personnel are not in the room. Digital data is broken into directories and security groups so that only proper personnel have limited access.
	Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	As specified in the Policy Staff Training and Development Manual and several other policy/procedure documents, IT and all AHRC staff are responsible for information security. This is reinforced during training, annual update training and emails as issues arise.
	Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	Vendor contracts are maintained to allow for periodic updates, patches and upgrades for servers, network security devices, applications and operating systems. These are specified in the related policies.

DETECT (DE)	Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	Vendor contracts are maintained to allow for periodic updates, patches and upgrades for servers, network security devices, applications and operating systems. These are specified in the related policies.
	Anomalies and Events (DE.AE): Anomalous activity is detected and the potential impact of events is understood.	
	Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	Pen testing is done to retest IT security systems. All IT groups review the results with IT management for any action items.
	Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	Systems collect server, domain and firewall logs to be processed and alerts are sent if any critical conditions are met.
RESPOND (RS)	Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	Backup and restoration procedures are documented and tested twice a year. Backups are monitored weekly or more frequently if needed.
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	A documented list of IT and management contacts with emails, cell and home numbers is used for updates at any hour. A documented breach protocol is in effect in the event that a breach of ePHI is suspected.
	Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.	Conference calls are coordinated after any incident to review the process and procedures.
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	Servers, switches or desktop computers are taken offline as a standard precaution if any hacks or malware is suspected.
	Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	Conference calls are coordinated after any incident.
	Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	Backup and restoration procedures are documented and tested twice a year. Backups are monitored weekly or more frequently if needed.

RECOVER (RC)	Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.	Conference calls are coordinated after any incident to review the process and procedures. New software is regularly tested and if approved, incorporated into the procedure.
	Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	ISPs and other vendors are documents with any information needed for emergencies or after hours network operation center.



HAUPPAUGE PUBLIC SCHOOLS

7.3. B.4

495 Hoffman Lane
P.O. Box 6006
Hauppauge, New York 11788

MEMORANDUM

To: Brigid Siena
From: Rebecca Bilski
Re: NY Therapy Placement Services, Inc.
Date: October 11, 2023

Attached please find the contract(s) for Board approval:

NY Therapy Placement Services, Inc.

CONTRACT FOR CONSULTANT SERVICES

AGREEMENT effective as of the July 1, 2023 between the HAUPPAUGE UNION FREE SCHOOL DISTRICT ("the District"), having its administrative offices at 495 Hoffman Lane, Hauppauge, New York 11788-2836, and NEW YORK THERAPY PLACEMENT SERVICES, INC. ("the Consultant"), having an office at 299 Hallock Avenue, Port Jefferson Station, N.Y.

In consideration of the mutual covenants and conditions contained in this Agreement, the District and the Consultant hereby agree as follows:

1. Retention: The District retains the Consultant and the Consultant agrees to provide the District with the following services ("the Services") and the Consultant makes the representations and warranties hereinafter set forth:

a. The Consultant agrees to provide the services set forth on the attached Schedule A. The Services must be appropriate to the mental ability and physical condition of the students, and in accordance with applicable laws, rules and regulations and currently approved methods and practices of the profession.

b. The Services must be appropriate to the mental ability and physical condition of the students, and in accordance with applicable laws, rules and regulations and currently approved methods and practices of the profession.

c. The Consultant agrees to attend all Committee on Special Education meeting and provide all written reports required by this Agreement. The Consultant agrees to submit to the District: (i) written progress reports regarding student achievement of objectives on a quarterly basis pursuant to the District's report card schedule and upon the District's request; (ii) a written annual progress report for each student to be reviewed at each student's Committee on Special Education meeting; and (iii) a written report to the District within 10 business days of any evaluation.

d. All services must be provided in strict compliance with the student's Individualized Education Plan.

e. The Consultant represents and warrants that it is duly licensed and authorized to perform the Services and that it will provide the District with licensed and qualified individuals to perform the Services. The Consultant further represents and warrants that the Services will be performed by individuals that are licensed pursuant to State, federal and local laws, regulations and rules. Upon the District's request, the Consultant agrees to submit to the District proof of certification and/or professional licensing of all individuals providing Services.

f. The individuals providing Services are subject to the District's approval, and the District reserves the right to reject the placement of any individual.

g. The Consultant further agrees to complete and submit, upon the request of the District, all forms to document the Services provided to Medicaid-eligible school-aged students, for Medicaid reimbursement purposes. Consultant represents and warrants it has never been excluded from Medicare, Medicaid, or any health care benefit program funded by the Federal government. The

Consultant represents and warrants, as a material term of this Agreement, that neither it nor any of its employees is/are:

- i. Currently excluded from or otherwise ineligible to participate in any federal or State health care program, including those defined in 42 U.S.C. § 1320 a-7b(f);
- 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 the Consultant to exclusion from governmental programs (collectively, "exclusion activity").

Additionally, the Consultant agrees that, as a continuing obligation of this Agreement, the Consultant will:

- i. Maintain documentation evidencing monthly exclusion checks, and will produce the documentation to the District upon its request; and
 - ii. Report in writing to the District any exclusion activity involving the Consultant as soon as practicable after the Consultant learns of the exclusion activity.
- h. The Consultant will obtain whatever releases or other legal documents that are necessary for the Consultant to render full and complete reports concerning the progress of the student(s) covered by this Agreement.
- i. The Consultant hereby agrees to furnish to the State all reports, audits, and other documentation or information required to make determinations as to eligibility pursuant to State or federal laws, regulations or rules. Those materials must be furnished at all times as required by the State. Failure to submit required materials within ten business days of demand or as required by law will constitute a material breach of this Agreement. The Consultant agrees to provide the State access to all relevant records which the State requires to determine the Consultant's or the District's compliance with applicable State or federal laws, regulations or rules. The Consultant agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the requirements of applicable law, but in no event less than six years from the date of this Agreement.
- j. The Consultant must furnish each individual providing Services with a photo identification badge to be worn at all times while the individual is providing Services.
- k. The Consultant hereby agrees to furnish written progress reports to the District at any time that the reports are made to the parents of the student(s) covered by this Agreement and will render additional reports upon the District's request. All reports must be furnished upon termination of the Agreement. The Consultant must provide any additional information concerning a student's progress upon the District's request.

2. Compensation: The District will compensate the Consultant at rates set forth on the attached Schedule A.

The District will not incur any charges if the Consultant, its employees, and/or agents fail to attend a session for any reason whatsoever. Notwithstanding anything to the contrary set forth on Schedule A, if a student is absent or unable to attend a session, for any reason whatsoever, the District is not responsible for payment of any fee(s) associated with such services. The District will endeavor to notify Consultant of a student's absence whenever practicable.

The Consultant must submit monthly invoices in form and substance satisfactory to the District for the Consultant's Services. The District will pay the Consultant within 60 calendar days of its receipt, review and approval of the invoice.

3. Term: This Agreement is for Services provided from July 1, 2023 to June 30, 2024, unless this Agreement is terminated earlier as herein provided. The Consultant acknowledges that the District is under no obligation to renew this Agreement upon its expiration.

4. Independent Contractor: The Consultant is retained by the District only for the purposes and to the extent set forth in this Agreement. The Consultant's relation to the District is solely that of an independent contractor during the period of the Consultant's retention and delivery of Services hereunder.

Neither the Consultant nor any of its employees, shareholders, partners, members, officers, directors, agents, or assigns will be eligible for employee benefits or contributions thereto from the District relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance or malpractice insurance. With regard to employees of the Consultant, the Consultant alone is responsible for their work, personal conduct, direction, compensation, and for payment of all employment, income and other taxes in relation thereto.

5. Indemnification: To the fullest extent permitted by law, the Consultant indemnifies and will defend (with counsel selected by the District) and hold harmless the District, its employees, agents, representatives and members of the Board of Education from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Consultant's Services hereunder, any breach of this Agreement or the Data Privacy Agreement (annexed hereto as Exhibit B) by the Consultant, or the action of, or the failure to act by the Consultant, the Consultant's representatives or employees, or anyone for whose acts the Consultant may be liable.

In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from the Consultant pursuant to the provisions of this Paragraph 5, the District will promptly notify the Consultant of the legal proceeding, claim or demand, and give the Consultant an opportunity to defend and settle same without any cost to the District, and will extend reasonable cooperation to the Consultant in connection with the defense, which will be at the expense of the Consultant. In the event that the Consultant fails to defend the same within 30 calendar days of receipt of the notice, the District will be entitled to assume the defense thereof, and the Consultant will be liable to repay the District for

all its expenses reasonably incurred in connection with the defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). The failure of the District to notify the Consultant of a legal proceeding, claim or demand will not relieve the Consultant of any obligation that the Consultant has pursuant to this Paragraph 5 unless and only to the extent that the failure to notify the Consultant materially prejudices the Consultant.

The Consultant agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of the District (which consent will not be unreasonably withheld).

All of the provisions of this Paragraph 5 will survive the expiration or sooner termination of this Agreement.

6. Expenses: The Consultant will pay all expenses incurred in connection with the performance of the Consultant's duties hereunder including, but not limited to, automobile and/or travel expenses.

7. Required Records: The Consultant will provide services and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements of the New York State Education Department, the New York State Department of Labor and District policies and procedures in force during the term of this Agreement. All student records and logs will be the property of the District. The Consultant must provide the District with a copy of any reports, tests, evaluations or observations that are prepared in connection with the Services provided by the Consultant pursuant to this Agreement.

8. Review of Records: The District will have the right to examine any or all records or accounts maintained by the Consultant in connection with this Agreement.

9. District's Policies/Authority: The Consultant certifies that it has reviewed and is familiar with the policies, rules and regulations of the District including, but not limited to, the District's anti-harassment and anti-discrimination policies and regulations and the District's Code of Conduct (collectively, "the Policies"). The Consultant will ensure that its employees, representatives, agents and subcontractors and any other person providing services or present on District property pursuant to this Agreement (collectively, "Consultant's Service Providers") review and become familiar with the Policies. Copies of the Policies are available at <http://www.hauppauge.k12.ny.us/domain/602>. The Consultant agrees that it will comply with the Policies and will cause Consultant's Service Providers to do the same.

THE CONSULTANT HEREBY CONFIRMS THAT IT HAS IMPLEMENTED A WRITTEN ANTI-SEXUAL HARASSMENT POLICY THAT MEETS OR EXCEEDS THE REQUIREMENTS OF NEW YORK LABOR LAW SECTION 201-G AND THAT ANNUAL TRAINING REGARDING THIS POLICY IS AND WILL BE PROVIDED TO ALL OF ITS EMPLOYEES CONSISTENT WITH LAW.

Any allegation that the Consultant or one of Consultant's Service Providers has been subjected to harassment or discrimination while providing services or while present on District property pursuant to this Agreement must be reported immediately to the Deputy Superintendent (or to the Superintendent if the Deputy Superintendent is the subject of the allegation or concern). The Consultant confirms that it has notified the Consultant's Service Providers of this requirement.

The Consultant will carry out the orders, directions and policies conveyed by the District from time to time either orally or in writing, provided, however, that the Consultant will determine the manner of carrying out the Consultant's professional duties hereunder consistent with the Consultant's status as an independent contractor.

10. **Insurance:** The Consultant will obtain and keep in full force and effect during the term of this Agreement, at the Consultant's sole cost and expense, the following insurance:

a. **Commercial General Liability Insurance**

\$1,000,000 per occurrence/\$2,000,000 aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

b. **Automobile Liability Insurance**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation (C-105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A person seeking an exemption must file a CE-200 form with the State. The form may be completed and submitted directly online to the Workers Compensation Board.

d. **Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Consultant performed under this Agreement for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for three calendar years following the completion of work.

e. **Excess Insurance**

\$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis or provide broader coverage over the required Commercial General Liability, Automobile Liability, and Professional Errors and Omissions coverages.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Consultant hereby agrees to effectuate the naming of the District as an additional insured on the Consultant's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. Each policy naming the District as an additional insured must:

- be an insurance policy from an A.M. Best rated "A-" or better insurer, licensed in New York State; and
- state that the Consultant's coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers' Compensation.

The District must be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance and the certificate must state that the endorsement is being used. The certificate of insurance must describe the specific services provided by the Consultant (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy. At the District's request, the Consultant will provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Consultant will provide a copy of the policy endorsements and forms.

The Consultant hereby indemnifies and holds harmless the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the Consultant, to the extent not covered by the applicable policy.

If a policy is written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement.

The Consultant acknowledges that failure to obtain the foregoing insurance on behalf of the District constitutes a material breach of contract and subjects the Consultant to liability for damages, indemnification and all legal remedies available to the District. The Consultant must provide the District with proof satisfactory to the District that the above requirements have been met, prior to the commencement of work or use of District facilities. The failure of the District to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the District. Upon request, the Consultant will provide the District with a copy of the Consultant's applicable insurance policies including any endorsements, modifications, or exclusions thereto.

If the Consultant contracts with any others to provide Services pursuant to this Agreement, then the contracts between the Consultant and such other parties must meet all requirements set forth in this Paragraph 10. The Consultant must deliver to the District adequate proof of insurance for each other party prior to allowing such party to perform Services pursuant to this Agreement. The District must be listed as an additional insured on the insurance policies of such other parties by using endorsement CG 2026 of its equivalent. The decision to accept an alternative endorsement rests solely with the District.

If the Consultant utilizes third parties to provide Services pursuant to this Agreement, then the Consultant must provide verification that all insurance coverages extend to the third parties. If the

third parties are required to provide their own Professional Errors and Omissions coverage, proof of this coverage must be provided by the Consultant to the District.

The District is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"). The Consultant acknowledges that the procurement of that insurance as required herein is intended to benefit not only the District, but also NYSIR as the District's insurer.

The District, in its sole discretion, may waive one or more of the requirements set forth in this paragraph. A waiver must be in writing and signed by an authorized representative of the District.

11. Safeguarding Information: Neither the Consultant nor the District will use or disclose any information concerning the Services pursuant to this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations.

12. Termination:

A. This Agreement may be terminated by the District "for cause" upon the occurrence of any of the following events:

(1) Immediately upon the District delivering written notice to the Consultant of a breach by the Consultant of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(2) Immediately upon the Consultant's breach of the Consultant's obligations to provide the insurance coverage set forth in Paragraph 10;

(3) Immediately upon the Consultant's breach of any of the Consultant's obligations pursuant to, or violation of, any applicable State or federal law or regulation; or

(4) Fifteen calendar days after the Consultant has received written notice from the District that the Consultant has breached any of the Consultant's other obligations hereunder unless, within the 15 calendar day period, the Consultant cures the breach to the District's satisfaction.

Upon termination of this Agreement "for cause," the Consultant is not entitled to any further payments hereunder.

B. This Agreement is automatically terminated upon the Consultant's filing of a voluntary petition in bankruptcy or making an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, pursuant to any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the Consultant which is not dismissed within 60 calendar days of filing. Upon termination of this Agreement pursuant to this subparagraph 12(B), the Consultant is not entitled to any further payments hereunder.

C. This Agreement may be terminated, at any time, by the District for convenience upon 30 calendar days' written notice to the Consultant. Upon termination of this Agreement for convenience by the District, the Consultant is entitled to receive all sums due, accrued and unpaid as of the date of termination.

D. In the event of termination for any reason, all reports and Services due to the District must be completed by the Consultant and delivered to the District within 30 calendar days of the termination date.

13. Signing of Acknowledgement: The Consultant agrees to complete and sign an Acknowledgement Form with regard to the New York State Education Department Waiver for the New York State Public Retirement System with respect to each owner of the Consultant and each principal employee of the Consultant. A schedule of such persons is attached as Exhibit A.

14. Notices: Any notices required or permitted to be given pursuant to the terms of this Agreement must be in writing and either personally delivered or sent by nationally recognized overnight carrier to the parties at the following addresses:

To the Consultant:

New York Therapy Placement Services,
Inc.
299 Hallock Avenue
Port Jefferson Station, NY 11776

To the District:

Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836
Attention: Assistant Superintendent for
Business and Operations

With a copy to:

Lamb & Barnosky, LLP
534 Broadhollow Road, Suite 210
P.O. Box 9034
Melville, New York 11747
Attention: Eugene R. Barnosky, Esq.

If the notice is sent by personal mail, it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered 3 days after so mailing.

15. Entire Agreement: This Agreement, the Data Privacy Agreement between the parties that is annexed to this Agreement, and any exhibits or riders to this Agreement or the Data Privacy Agreement contain the entire agreement of the parties with respect to the subject matter thereof and supersede any and all other agreements, understandings and representations, written or oral, by and between the parties.

16. Modification: This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

17. Governing Law, Choice of Forum and Waiver of Jury Trial: This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement

will be litigated in a New York State Court in Suffolk County, New York. The parties each waive trial by jury in any action concerning this Agreement.

18. No Assignment: In accordance with the provisions of General Municipal Law § 109, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of the Consultant's rights, title, or interest in this Agreement, or the Consultant's power to execute this Agreement to any other person or corporation without the previous consent in writing from the District.

19. Third-Party Beneficiaries: There are no third-party beneficiaries of or in this Agreement, other than NYSIR.

20. Negotiated Agreement: This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it/he/she has full power to execute, deliver and perform this Agreement and has taken all actions required by law, organizational documents or otherwise to authorize the execution and delivery of this Agreement.

21. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant New York State Finance Law § 165-a(3)(b).

22. Plan for Security and Protection of Personally Identifiable Information:

A. "District Data" means all information obtained by the Consultant from the District or by the Consultant in connection with the Services provided by the Consultant pursuant to this Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, "District Data" does not include any information made publicly available by the District, except student and personnel data which will be considered "District Data" regardless of whether or not it is made public.

B. "Personally Identifiable Information" or "PII" includes, but is not limited to: (i) a person's name or address or the names or addresses of a student's parents or other family members; (ii) any personal identifier (e.g., SSN, student number or biometric record); (iii) indirect identifiers (e.g., date of birth, place of birth, or mother's maiden name); (iv) other information that alone or in combination is linked or linkable to a specific individual and would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances to identify the individual with reasonable certainty; and (v) any information requested by a person who the District or Consultant reasonably believes knows the identity of the person to whom a record relates.

C. The Consultant represents and warrants that it will comply with all District policies and State, federal and local laws, regulations, rules and requirements related to the confidentiality, security and privacy of District Data.

D. The Consultant represents and warrants that District Data received by the Consultant will be used only to perform Consultant's obligations pursuant to this Agreement and for

no other purpose.

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

F. The Parties agree that all rights including all intellectual property rights in and to District Data will remain the exclusive property of the District and that the Consultant has a limited, non-exclusive license to use District Data solely to perform the Services pursuant to this Agreement.

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

H. The Consultant must execute and deliver the Data Privacy Agreement annexed hereto as Exhibit B simultaneously with the execution and delivery of this Agreement.

I. All the provisions of this Paragraph 22 will survive the expiration or sooner termination of this Agreement.

23. Fingerprinting: The Consultant will be responsible for compliance with the requirements of all applicable laws, rules and regulations, including, but not limited to Project Save and the Safe Schools Act with respect to any person providing Services involving direct contact with District students. All persons providing Services involving direct contact with District students must receive fingerprinting clearance prior to providing the Services. Written proof of clearance of each person (in form and substance satisfactory to the District) will be provided to the District prior to the provision of Services. The Consultant will inform the District, in writing, within one business day of the Consultant's receipt of a notice of subsequent arrest (or any other notice related to fingerprinting) for any person providing Services. If any of the Consultant's employees who are assigned to provide Services do not have the appropriate fingerprinting clearance, the Consultant must give the District the information necessary to process and obtain fingerprint clearance and reimburse the District for the cost to the District of obtaining the clearance. The District will deduct the cost of the fingerprinting clearance from the next payment due to the Consultant. If any person providing Services leaves the employment of the Consultant for any reason, the Consultant must notify the District, in writing, within one calendar week of the end of the person's employment. If the District has not received sufficient proof of fingerprinting clearance for any person providing Services, the District will deduct the cost of the Services provided by the person from the next payment due to the Consultant. Consultant agrees that Consultant will perform or cause a third party to perform a background check of all individuals providing Services. Consultant further agrees to confirm that all individuals providing Services for which a license is required by the State and for which fingerprinting is required to obtain that license, have in fact been fingerprinted in connection with the issuance of that license.

24. No End User Agreements: In the event that the Consultant requires District employees or other End Users to enter into terms of use agreements or other agreements or understandings,

whether electronic, click-through, verbal or in writing, those agreements and/or understandings will be null, void and without effect, and the terms of this Agreement, the Data Privacy Agreement between the parties that is annexed to this Agreement, and any exhibits or riders to this Agreement or the Data Privacy Agreement will apply.

25. Execution: The Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement. The Agreement may be executed by facsimile or PDF signature, each of which will constitute an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the latter date that appears below.

**HAUPPAUGE UNION FREE
SCHOOL DISTRICT**

By: _____
David M. Barshay
President, Board of Education

Date: _____

**NEW YORK THERAPY PLACEMENT
SERVICES, INC.**

By: John F. Johnson
Name: John F. Johnson
Title: Dir. of Operation

Date: 10/11/23

SCHEDULE A

[ATTACH DETAILED LIST OF SERVICES AND COSTS]



Serving Infants through Adults • Nassau-Suffolk-NYC
Occupational • Physical • Speech Therapy • Psychology • Special Education
Applied Behavioral Analysis (ABA)



SCHEDULE A

HAUPPAUGE RATE SHEET FOR THE 2023-24 SCHOOL YEAR

OCCUPATIONAL THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group
In District	\$43.00	\$61.00 per group
Child Seen at Home or at Private or Parochial School	\$53.00	\$30.00 per student

Total Classroom Push-in Model	42 minutes	30 Minutes
OT Consultations	\$95.00 per session	\$72.00 per session

Kindergarten Hand Skills	45 minutes	30 minutes
Week 1-6	\$95.00 per push-in entire class	
Week 6-12		\$72.00 per 30 minutes group session
<u>Handwriting Programs</u>		\$72.00 per group session

PHYSICAL THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group
In District	\$45.00	\$64.00 per group
Child Seen at Home or at Private or Parochial School	\$55.00	\$32.00 per student

Long Island Services & Evaluations
Sensory Gym &
Speech Language Center
299 Hallock Avenue
Port Jeff Station, NY 11776
631-473-4284
Fax: 631-331-2204

New York City Services & Evaluations
500 Bi-County Blvd – Suite 450
Farmingdale, NY 11735
718-264-1640
212-752-1316
Fax: 631-420-8636

SPEECH THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group
In District	\$43.00	\$61.00 per group
Child Seen at Home or at Private or Parochial School	\$55.00	\$32.00 per student

Speech Push-in Classroom Program /Speech Improvement Group	\$72.00 per 30 minute group session
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INDIVIDUAL STUDENT/TEACHER CONSULTATIONS

OT/PT/SP Consults (per 30 minutes)	\$ 50.00
Sensory Consults (per 60 minutes)	\$100.00
Assistive Tech Consult/Training (15 minutes)	\$ 45.00
Staff Training Consultations (per 60 minutes)	\$ 150.00

EVALUATIONS

EVALUATION TYPE	MONOLINGUAL RATE	BILINGUAL RATE
OT/PT/SP Screenings	\$ 65.00	\$ 100.00
OT/PT Evaluation/Re-Evaluation/Triennials	\$ 185.00	\$ 310.00
SP Evaluation/Re-Evaluation/Triennials	\$ 280.00	\$ 380.00
SP Feeding Evaluation	\$ 350.00	\$ 450.00
OT Evaluation with Sensory Profile	\$ 250.00	\$ 330.00
Social History Evaluation	\$ 125.00	\$ 225.00
Classroom Observation	\$ 90.00	\$ 90.00
Educational Evaluation	\$ 280.00	\$ 380.00
Psychological Evaluation	\$ 690.00	\$ 890.00
Psychological/Education Evaluation	\$ 890.00	\$ 1,120.00
Assistive Technology Evaluation	\$ 1,500.00	N/A
Annual Review Reports	\$ 60.00	\$ 60.00
ADOS	\$ 650.00	\$ 750.00

Participation at CSE/TEAM Meetings/Program Reviews:

To be prorated by the individual rate for all services

Remote Sessions:

Remote sessions to be billed at the same rate as in-person sessions for all services

Scheduling Sessions:

A scheduling session will be billed at \$35.00 per child one time at the onset of the service. This includes meeting and consulting with the student/teacher/staff in order to prepare an appropriate schedule for students.

RESOURCE ROOM/ HOME TUTORING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$50.00	\$32.00 per student
Child Seen at Home or at Private or Parochial School	\$55.00	\$35.00 per student

PARENT TRAINING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group
By Special Educator	\$50.00	N/A
By BCBA	\$75.00	N/A

COUNSELING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate Per Student)
In District	\$60.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$60.00	\$35.00 per student

BEHAVIORAL SERVICES

Service	Rate Per Hour
Teachers Assistant ABA homebased	\$ 45.00
1:1 Teachers Aide school based	\$ 45.00
Services by Registered Behavior Technician	\$ 58.00
Special Educator ABA homebased	\$ 100.00
BCBA Supervision	\$150.00
Behavioral Consultation (BCBA)	\$150.00
ABA by BCBA	\$150.00
FBA/BIP	\$150.00
Autism Consultation/Training by BCBA	\$150.00

EXTENDED SCHOOL DAY-AFTER SCHOOL PROGRAM

TYPE OF SERVICE	Rate Per Hour Up to 12 Students per group 2023-2024
BCBA/Special Education Group Behavioral Services	\$250.00
Paraprofessional/Registered Behavior Technicians	\$50.00
Parent Training for Group Participants by Special Education Teacher	\$150.00
Parent Training for Group Participants by BCBA	\$250.00

ADDITIONAL BEHAVIORAL STAFF TRAINING & BEHAVIORAL SUPPORT PROGRAMS

**ADDITIONAL BEHAVIORAL STAFF TRAINING & BEHAVIORAL SUPPORT
PROGRAMS**

TYPE OF SERVICE	Rate Per Hour
Center Based ABA After School Support (Port Jefferson Location)	\$150.00 BCBA \$58.00 RBT
ABA Staff Training by BCBA	\$175.00
40 Hour RBT Training to Staff	\$125.00 per participant

TRANSLATIONS

\$95.00 Flat Fee up to 1 hour
\$45.00 per 30 minutes after 1 hour
\$28.00 per page for written translation

INTEGRATED CO-TEACHING (ICT)

Staff training, classroom consultation and ongoing coaching options

\$150.00 per hour

WORKSHOPS

Full Day: \$1600.00
Workshops under Three hours: \$800.00

NOTES

1. Sessions in excess of 30 minutes will be prorated based on the 30-minute rate.
2. Students that have a group recommendation on their IEP but lack an appropriate group due to age, functioning, scheduling issues, or prescription issues will default to an individual session until an appropriate group becomes available.

EXHIBIT A
**ACKNOWLEDGMENT WITH REGARD TO THE NEW YORK STATE EDUCATION
DEPARTMENT WAIVER**

Complete one of the following paragraphs:

1. I, John F. Johnson verify that I am not a retired member of any New York State Public Retirement System, and therefore do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

John F. Johnson
Signed

9/5/23
Date

2. I, _____ verify that I am a retired member of a New York State Public Retirement System but all collective earnings from any public employment in New York State will not and does not exceed the current earnings limitation. Therefore, I do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

3. I, _____ verify that I am a retired member of a New York State Public Retirement System and I expect that my collective earnings from any public employment in New York State will exceed the current earnings limitation. Therefore, I require a waiver from the New York State Education Department and I request that _____ School District file a request for the waiver on my behalf.

Signed

Date

4. I, _____ verify that I am a retired member of any New York State Public Retirement System, but I do not require a waiver from the New York State Education Department to perform the duties for which I have contracted because I am at least 65 years old.

Signed

Date

EXHIBIT B

[ATTACH DATA PRIVACY AGREEMENT]



Serving Infants through Adults • Nassau-Suffolk-NYC
Occupational • Physical • Speech Therapy • Psychology • Special Education
Applied Behavioral Analysis (ABA)

**NEW YORK THERAPY PLACEMENT SERVICES, INC.
DATA PRIVACY AGREEMENT AND
PARENTS' BILL OF RIGHTS SUPPLEMENTAL INFORMATION
(FOR RELATED SERVICES CONTRACTS)
Updated: 8/11/23**

1. The exclusive purposes for which the student data will be used:

Student data will be used for providing related services to the student.

Access to Child Record Files

Internal employees who have a need to access child records to perform their job duties are given password protected access to the data servers.

Any field employees requiring access to electronic child record files must be pre-authorized to be on our network. The network requires a two-step login process in which the user first must log in to our Virtual Private Network (VPN). Once accepted by the VPN, users then log in again to access the network.

Both internal and field users on the network are required to change passwords every 90 days, and past passwords may not be repeated.

2. Data Accuracy/Correction Practices: How a parent or student may challenge the accuracy of the student data that is collected:

If a parent or eligible student feels the education records relating to the student contain information that is inaccurate, misleading, or in violation of the student's rights of privacy, he or she may ask the agency to amend the record. (FERPA Subpart C, Section 99.20). Parents may exercise their right to request an amendment of their child's educational records by sending their request to:

*New York Therapy Placement Services, Inc.
299 Hallock Avenue
Port Jefferson Station, NY 11776
Attn: John Johnson, Director of Operations and Compliance Officer*

Phone: 631-473-4284
E-mail: john.johnson@nytps.com

New York Therapy will review the request within a reasonable time of receiving it and notify the requester of its decision to amend the record or not. If the request is denied, the requester has the right to request a hearing to challenge the decision not to amend the records. If after the hearing the agency still maintains that the contents of the record are correct, the requester may place a statement into the record commenting on the contested information or stating why he or she disagrees with the decision of the agency. This statement will be maintained by the agency with the contested part of the record and will be disclosed whenever the agency discloses that portion of the record to which the statement relates.

3. Subcontractor Oversight Details: How the contractor will ensure that subcontractors, persons, or entities with whom it shares student data will abide by data protection and security requirements:

All subcontractors and independent contractors are expected to maintain the same vigilance in protecting personally identifiable information as does the Agency. All subcontractors must sign the New York Therapy Placement Services, Inc. Business Associate Agreement which outlines the following responsibilities pertaining to safeguarding PII:

- *PII will not be disclosed or discussed with others, including friends or family, who do not have a need to know it.*
- *PII will be used, disclosed, accessed, or viewed only to the extent required to carry out responsibilities, except as may be required by law.*
- *PII will not be discussed where others can overhear the conversation. It is not acceptable to discuss PII in public areas even if a patient's name is not used.*
- *Inquiries about PII will not be made on behalf of personnel not authorized to access or view such information.*
- *Safeguards will be established to prevent misuse as well as inappropriate access, alteration, destruction, or disclosure of PII.*
- *Violations of any of the proceeding requirements will be immediately reported to New York Therapy Placement Services, Inc. at 631-473-4284.*
- *After termination or expiration of providers' agreement with New York Therapy Placement Services, Inc., provider remains responsible to continue safeguarding PII.*

4. Data Security and Encryption Practices – NYTPS Hosted Network System

Summary

- **All Servers are Encrypted at the Storage level – while at rest, via VMware Encryption protocols.**

- **All Server Communication is Encrypted at the network level – while in transit, via VMware Encryption protocols.**
- **All Communication is Encrypted at the client connection level – while in transit, via OpenVPN Encryption protocols**

Data Encryption Standards

All hosted servers for NYTPS are housed on a fully redundant, high availability VMware based server and storage system. The VMWare 7.x system includes vSphere Virtual Machine Encryption that supports encryption of virtual machine files, virtual disk files, and core dump files.

Two types of keys are used for encryption:

1. The ESXi host generates and uses internal keys to encrypt virtual machines and disks. These keys are used as data encryption keys (DEKs) and are XTS-AES-256 keys.
2. vCenter Server requests keys from the KMS. These keys are used as the key encryption key (KEK) and are AES-256 keys. vCenter Server stores only the ID of each KEK, but not the key itself.

ESXi uses the KEK to encrypt the internal keys and stores the encrypted internal key on disk. ESXi does not store the KEK on disk. If a host reboots, vCenter Server requests the KEK with the corresponding ID from the KMS and makes it available to ESXi. ESXi can then decrypt the internal keys as needed.

Servers are all encrypted using these standards at the VM level. These servers include the Database server, the file server, and the terminal servers where people remotely login to the box. All data transfers in this encrypted envelope.

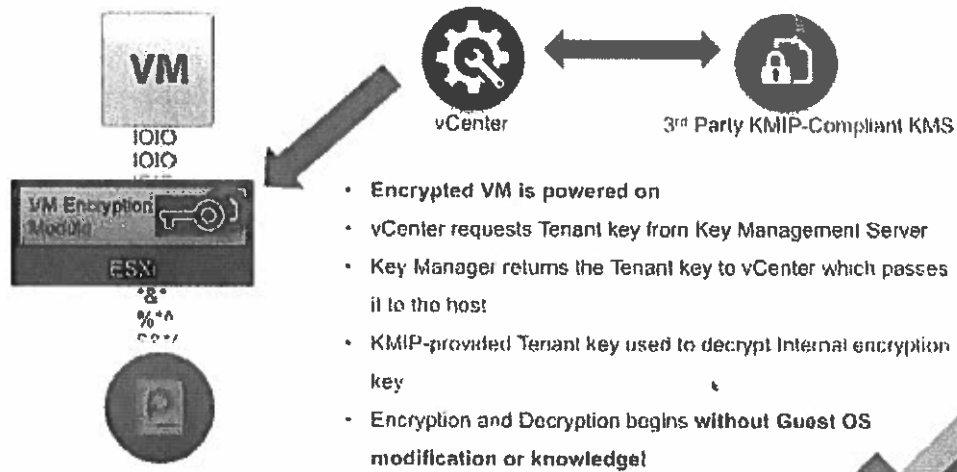
All Servers systems (Database, File Storage, Remote Desktop) are contained in a fully encrypted environment using VMware 7.x. All communications between these services happens via either the internal encrypted network in the host sessions or through the client VPN (See Below).

Client Encryption

All clients connect to the remote server environment via a VPN client that supports AES-256-GCM (OpenVPN 2.4+) standards. In addition, all computing sessions transfer RDP protocols which have their encryption using TLS MS standards. *All data is encrypted entering/leaving the datacenter via this VPN tunnel.*

The Picture Below Shows how the Server Encryption happens at startup and at rest.

VM Encryption – How it works



5. Contract Lifecycle Practices: When the agreement expires, what happens to the student data?

Pursuant to The New York State Retention and Disposition Schedule for New York Government Records (LGS-1), New York Therapy Placement Services will retain student data for 6 years after the date of the student's graduation, or 6 years past the child's 21st birthday, whichever is shorter. With written request from the district, NYTPS will destroy student data after that mandated period expires or return the data to the district. NYTPS will provide written certification of the secure deletion and/or destruction of PII. The security measures in this agreement are for the life of the contract, including any extensions, and NYTPS will follow all State, Federal, and local data security and privacy requirements including, without limitation, the District's policy.

6. Where the student data will be stored and the security protections taken to ensure such data will be protected, including whether such data will be encrypted:

The NYTPS network system uses a domain-based Microsoft network. All data is stored on either a file server or database server. Each user has a unique ID and password. Passwords are set to be changed every 90 days for network access. Access to our member database is controlled by additional separate login ID.

All access to the network and database is based on role level access. User accounts are defined by job function and access to network resources are given based on that role. All network accounts are reviewed on at least an annual basis.

Emails that have personally identifiable information (PII) are encrypted using a software system for all outbound emails. Inbound emails can also use this system.

Backups are stored on an in-house system using data password encryption on the drives. Backups are stored in an alternate office location. Windows Systems are updated with all security patches on a bi-weekly basis. Application updates are applied by vendor standards. All desktops and servers have anti-virus applications that update on a daily basis. Server systems have MSBPA (Microsoft Best Practice Analyzer) run on them before going into production and at least annually thereafter.

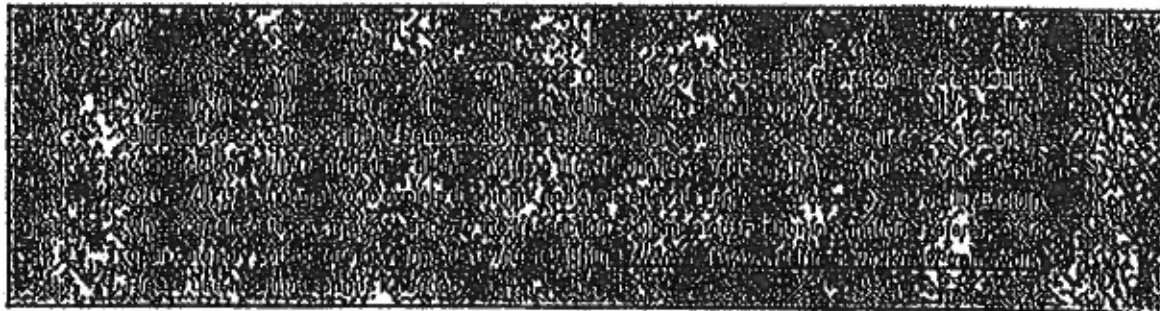
Remote access to network is accessed via a VPN based solution. Only users with a job role need have access to data remotely.

7. NIST Framework – New York Therapy follows the voluntary standards and guidelines of the NIST Framework Version 1.1 to help manage its cybersecurity risk. Please see the following pages for our NIST checklist.

8. Data Privacy Training – All employee staff and officers are provided with privacy training upon joining the company. The company's employee manual contains sections on confidentiality and PII as in accordance with Federal, State, and local law, policy, and regulation including, without limitation, FERPA, NY Education Law Section 2-d, and District policy. Each employee must read the manual and sign an attestation agreeing to the terms of the manual. Similarly, each independent contractor must read and agree to our Business Associate agreement which requires the independent contractor to understand and abide by the aforementioned applicable data protection and security requirements set forth in Federal, State, and local law, policy, and regulation.

9. Breach of Data Security – In the event of the unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by State and federal laws, rules, and regulations or in a manner which compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, New York Therapy will notify the Educational Agency of the breach without unreasonable delay no later than seven (7) business days after discovery of the breach. Such notification will include, but not be limited to, a description of the breach including the date of the incident and date of discovery, the types of PII affected and the number of records affected; a description of the NYTPS investigation into the breach, and the contact information of NYTPS employees to contact regarding the breach. NYTPS will cooperate with the EA and law enforcement, if necessary, in any investigations into the breach.

EXHIBIT: NIST CSF TABLE



Function	Category	Contractor Response
IDENTIFY (ID)	Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	NCSR Level 6
	Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.	NCSR Level 6
	Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	NCSR Level 6
	Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	NCSR Level 5
	Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	NCSR Level 6

PROJECT (PR)	Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks	NCSR Level 6
	Identity Management, Authentication and Access Control (PR.IA): Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions	NCSR Level 6
	Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements	NCSR Level 4
	Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	NCSR Level 5
	Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	NCSR Level 5
	Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	NCSR Level 6
	Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	NCSR Level 6
	Anomalies and Events (DE.AE):	

DETECT	Anomalous activity is detected and the potential impact of events is understood.	NCSR Level 6
	Security Continuous Monitoring (DCM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	NCSR Level 6
	Detection Processes (DEDP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	NCSR Level 6
RESPOND (RS)	Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	NCSR Level 6
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	NCSR Level 6
	Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.	NCSR Level 5
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	NCSR Level 5
	Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	NCSR Level 5
RECOVER (RC)	Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	NCSR Level 6
	Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.	NCSR Level 6
	Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	NCSR Level 6

SPECIAL RIDER

**FOR COMPLIANCE WITH JUNE 2, 2010 STATE EDUCATION DEPARTMENT
GUIDANCE RELATED TO CONTRACTS FOR INSTRUCTION**

The parties to the annexed Agreement hereby confirm that NEW YORK THERAPY PLACEMENT SERVICES, INC. ("the Consultant") will meet the criteria and guidelines set forth in the attached June 2, 2010 Guidance Memorandum issued by the New York State Education Department concerning contracts for instruction ("the Guidance"). The Consultant further represents that it is capable of meeting the criteria and guidelines set forth in the Guidance. The Consultant also agrees to provide the Hauppauge Union Free School District ("the District") with access and student records necessary for the District to fulfill its supervisory obligations as set forth in the Guidance.

HAUPPAUGE UNION FREE SCHOOL DISTRICT

By: _____ Date: _____
David M. Barshay
President, Board of Education

**NEW YORK THERAPY
PLACEMENT SERVICES,
INC.**

By: John F. Johnson Date 9/5/23
Name: **John F. Johnson**
Title: **Director of Operations**

**HAUPPAUGE UNION FREE SCHOOL DISTRICT
DATA PRIVACY AGREEMENT**

Between

HAUPPAUGE UNION FREE SCHOOL DISTRICT

and

NEW YORK THERAPY PLACEMENT SERVICES, INC.

This Data Privacy Agreement ("DPA") is by and between the HAUPPAUGE UNION FREE SCHOOL DISTRICT ("the District") and NEW YORK THERAPY PLACEMENT SERVICES, INC. ("the Contractor"), collectively, "the Parties."

ARTICLE I: DEFINITIONS

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

1. **Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information of District Data, or a breach of the Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.

2. **Commercial or Marketing Purpose:** The sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.

3. **Disclose:** To permit access to, or the release, transfer, or other communication of Personally Identifiable Information by any means, including oral, written or electronic, whether intended or unintended.

4. **District Data:** All information obtained by the Contractor from the District or by the Contractor in connection with the Services provided by the Contractor pursuant to the Service Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, "District Data" does not include any information made publically available by the District, except Personally Identifiable Information from student and personnel data which will be considered "District Data" regardless of whether or not it is made public.

5. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.

6. **Educational Agency:** As defined in Education Law 2-d, a school district, board of cooperative educational services, School, or the New York State Education Department.

7. **Eligible Student:** A student who is eighteen years of age or older.
8. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR § 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
9. **NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
10. **Parent:** A parent, legal guardian or person in parental relation to the Student.
11. **Personally Identifiable Information ("PII"):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g , and Teacher or Principal APPR Data, as defined below.
12. **Release:** Has the same meaning as Disclose.
13. **Service Agreement:** The agreement between the District and the Contractor with an effective date of July 1, 2023.
14. **Services:** The services provided by the Contractor to the District pursuant to the Service Agreement.
15. **School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
16. **Student:** Any person attending or seeking to enroll in an Educational Agency.
17. **Student Data:** Personally Identifiable Information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g. Personally Identifiable Information includes, but is not limited to: (i) a person's name or address or the names or addresses of a Student's parents or other family members; (ii) any personal identifier (e.g., SSN, student number or biometric record); (iii) indirect identifiers (e.g., date of birth, place of birth, or mother's maiden name); (iv) other information that alone or in combination is linked or linkable to a specific individual and would allow a reasonable person in the District community who does not have personal knowledge of the relevant circumstances to identify the individual with reasonable certainty; and (v) any information requested by a person who the District or the Contractor reasonably believes know the identity of the person to whom a record relates.

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

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

ARTICLE II: PRIVACY AND SECURITY OF PII

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

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

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

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

4. **Data Security and Privacy Plan:** The Contractor must adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect District Data in a manner that complies with New York, federal and local laws, rules and regulations and the District's policies. Education Law § 2-d requires that the Contractor provide the District with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable

State, federal and local data security and privacy requirements. The Contractor's Data Security and Privacy Plan is attached to this DPA as Exhibit C and is incorporated into this DPA.

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

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

7. **Access to/Disclosure of District Data:**

- (a) The Contractor agrees that it will limit the Contractor's internal access to and only Disclose PII to the Contractor's officers, employees and Subcontractors who need to access the PII in order to provide the Services and that the disclosure of PII will be limited to the extent necessary to provide the Services pursuant to the Service Agreement. The Contractor must take all actions necessary to ensure that all its officers, employees and Subcontractors comply with the terms of this DPA.
- (b) The Contractor must ensure that each Subcontractor performing functions pursuant to the Service Agreement where the Subcontractor will receive or have access to District Data must be contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) The Contractor must examine the data security and privacy measures of its Subcontractors prior to utilizing the Subcontractor to ensure compliance with this DPA. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, the Contractor must: notify the District and prevent the Subcontractor's continued access to District Data; and, as applicable, retrieve all District Data received or stored by Subcontractor and/or ensure that District Data has been securely deleted and destroyed in

accordance with this DPA. In the event there is an incident in which the Subcontractor compromises PII, the Contractor must follow the Data Breach reporting requirements set forth herein.

- (d) The Contractor will take full responsibility for the acts and omissions of its officers, employees and Subcontractors.
- (e) The Contractor must not Disclose District Data to any other party (a party other than the Contractor's officers or employees or Subcontractors who does not need access to the District Data to provide the Services pursuant to the Service Agreement) without the prior written consent of the District (if necessary, the District will obtain the required consent(s) from third parties) unless the disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify the District of the court order or subpoena in advance of compliance but in any case, provides notice to the District no later than the time the District Data is disclosed, unless such disclosure to the District is expressly prohibited by the statute, court order or subpoena.
- (f) Except as prohibited by law, the Contractor will: (i) immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by the Contractor seeking District Data; (ii) consult with the District regarding the Contractor's response; (iii) cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and (iv) upon the District's request, provide the District with a copy of the Contractor's response.
- (g) Upon the District's request, the Contractor agrees that it will promptly make any District Data held by the Contractor available to the District.

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

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

10. **Data Return and Destruction of Data:**

- (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the District, and the Contractor agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the

period of providing Services to the District, unless such retention is expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties, expressly requested by the District for purposes of facilitating the transfer of PII to the District or expressly required by law. As applicable, upon expiration or termination of the Service Agreement, the Contractor will transfer PII, in a format agreed to by the Parties to the District.

- (b) If applicable, once the transfer of PII has been accomplished in accordance with the District's written election to do so, the Contractor agrees to return or destroy all PII when the purpose that necessitated its receipt by the Contractor has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, or electronic imaging of hard copies) as well as any and all PII maintained on behalf of the Contractor in a secure data center and/or in cloud-based facilities that remain in the possession of the Contractor or its Subcontractors, the Contractor will ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) The Contractor will provide the District with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors.
- (d) To the extent that the Contractor and/or its Subcontractors continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), the Contractor agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

11. **Commercial or Marketing Use Prohibition:** Contractor agrees that it will not sell PII or use or Disclose PII for a Commercial or Marketing Purpose.

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

13. **Storage:** Contractor must store all District Data within the United States of America.

14. Breach:

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

Dr. Donald B. Murphy
Superintendent of Schools
Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836
Email: murphydo@hauppauge.k12.ny.us

Dr. Tim Mcarthy
Data Protection Officer
Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836
Email: mccarthyt@hauppauge.k12.ny.us

15. Cooperation with Investigations: Contractor agrees that it will cooperate with the District and law enforcement, where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its' officers, employees or Subcontractors, as related to such investigations, will be the sole responsibility of the Contractor if the Breach is attributable to Contractor or its Subcontractors.

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

ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

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

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

ARTICLE IV: MISCELLANEOUS

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

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


HAUPPAUGE UNION FREE SCHOOL DISTRICT	NEW YORK THERAPY PLACEMENT SERVICES, INC.
By: (Signature)	By: (Signature) 
David Barshay	(Printed Name) John F. Johnson
President, Board of Education	(Title) Director of Operations
Date:	Date: 9/5/23

EXHIBIT A
Education Law § 2-d Parents' Bill of Rights for Data Privacy and Security

HAUPPAUGE UNION FREE SCHOOL DISTRICT
PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY
Summary of Rights and Information for Parents and Students

The Hauppauge Union Free School District is committed to ensuring the privacy of student personally identifiable information and recognizes that parents (including legal guardians or persons in parental relationships) and eligible students (students 18 years of age and older) are entitled to certain rights with regard to a student's personally identifiable information. To this end, the District is providing the following Parent's Bill of Rights for Data Privacy and Security:

1. A student's personally identifiable information ("PII") cannot be sold or released for any commercial purposes. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR § 99.3 for a more complete definition.
2. Parents and/or eligible students have the right to inspect and review the complete contents of the student's education records stored or maintained by the District. This right may not apply to parents of an eligible student.
3. State and federal laws such as New York Education Law § 2-d, the Commissioner of Education's Regulations at 8 NYCRR Part 121, FERPA, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, and the Individuals with Disabilities Education Act protect the confidentiality of a student's PII.
4. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
5. A complete list of all student data elements collected by the State is available for public review at www.nysed.gov/data-privacy-security/student-data-inventory and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. Parents have the right to have complaints about possible breaches and unauthorized disclosures of PII addressed.
 - (a) Complaints should be submitted to the District at: Dr. Tim McCarthy, District Data Protection Officer, Hauppauge UFSD, P.O. Box 6006,

Hauppauge, New York 11788, mccarthy@hauppauge.k12.ny.us, 631-761-8202.

- (b) Complaints may also be submitted to the New York State Education Department at: www.nysed.gov/data-privacy-security/report-improper-disclosure or by contacting the State's Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, privacy@nysed.gov, 518-474-0937.

7. District contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements and will include supplemental information that provides:
- (a) The exclusive purposes for which student data or teacher or principal data will be used;
 - (b) How the third party contractor will ensure that the subcontractors, persons or entities that the vendor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
 - (c) When the agreement expires and what happens to student data or teacher or principal data upon expiration of the agreement;
 - (d) If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
 - (e) Where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected, including how such data will be encrypted.
8. Parents and/or eligible students have the right to be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
9. District workers who handle PII will receive annual training on applicable federal and State laws, regulations, policies and safeguards which will be in alignment with industry standards and best practices to protect PII.

NEW YORK THERAPY PLACEMENT SERVICES, INC.	
By: (Signature)	<i>John F. Johnson</i>
(Printed Name)	John F. Johnson
(Title)	Director of Operations
Date:	9/5/23

EXHIBIT B
BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

**SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE
PERSONALLY IDENTIFIABLE INFORMATION**

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

NEW YORK THERAPY PLACEMENT SERVICES, INC.	
Term of Service Agreement	Agreement Start Date: July 1, 2023 Agreement End Date: June 30, 2024
Description of the purpose(s) for which Contractor will receive/access/use PII	PII received by the Contractor will be received, accessed and used only to perform the Contractor's Services pursuant to the Service Agreement with the District. List Purposes:
Type of PII that Contractor will receive/access	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> Teacher or Principal APPR Data
Subcontractor Written Agreement Requirement	The Contractor will only share PII with entities or persons authorized by the Service Agreement. The Contractor will not utilize Subcontractors without written contracts that require the Subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Service Agreement. Check applicable option. <input checked="" type="checkbox"/> Contractor will not utilize Subcontractors.

	<input type="checkbox"/> Contractor will utilize Subcontractors.
Data Transition and Secure Destruction	<p>Upon expiration or termination of the Service Agreement, the Contractor will, as directed by the District in writing:</p> <ul style="list-style-type: none"> Securely transfer data to District, or a successor contractor at the District's option and written discretion, in a format agreed to by the parties. Securely delete and destroy data by taking actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by both ordinary and extraordinary means.
Challenges to Data Accuracy	<p>Parents, students, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the District. If a correction to data is deemed necessary, the District will notify the Contractor. The Contractor agrees to facilitate such corrections within 21 calendar days of receiving the District's written request.</p>
Secure Storage and Data Security	<p>The Contractor will store and process District Data in compliance with § 2-d(5) and applicable regulations of the Commissioner of Education, as the same may be amended from time to time, and in accordance with commercial best practices, including appropriate administrative, physical and technical safeguards, to secure district Data from unauthorized access, disclosure, alteration and use. The Contractor will use legally-required, industry standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services pursuant to the Service Agreement. The Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.</p> <p>Please describe where PII will be stored and the security protections taken to ensure PII will be protected and data security and privacy risks mitigated in a manner that does not compromise the security of the data:</p> <p>(a) Storage of Electronic Data (check all that apply):</p> <p><input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p>

	(b) Storage of Non-Electronic Data: (c) Security Protections:
Encryption	Data will be encrypted while in motion and at rest.

NEW YORK THERAPY PLACEMENT
SERVICES, INC.

By: (Signature) *John F. Johnson*

(Printed Name) John F. Johnson

(Title) Director of Operations

Date: 10/12/23

EXHIBIT C

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

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

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract	see attached NYTPS Data Privacy Agreement and Parents' Bill of Rights Supplemental Information Document	
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.		
3	Specify how your officers, employees and Subcontractors who have access to PII pursuant to the Service Agreement will receive training on the federal and State laws that govern the confidentiality of PII.		
4	Outline the processes that ensure that your officers, employees and Subcontractors are bound by written agreement to the requirements of the Service Agreement, at a minimum.		
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the District.		
6	Describe how data will be transitioned to the District when no longer needed by you to meet your contractual obligations, if applicable.		↓


7	Describe your secure destruction practices and how certification will be provided to the District.	See attached NYTPS Data Privacy Agreement and Parents' Bill of Rights Supplemental Information Document
8	Outline how your data security and privacy program/practices align with the District's applicable policies.	
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	<i>YOU MAY USE TEMPLATE BELOW</i>


EXHIBIT C.1 NIST CSF TABLE

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

Function	Category	Contractor Response
IDENTIFY (ID)	Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	See attached NYTPS Data Privacy Agreement and Parents' Bill of Rights Supplemental Information Document
	Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions	
	Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	
	Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	
	Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are	

PROJECT (PR)	established and used to support operational risk decisions.	
	Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.	See attached NYTPS Data Privacy Agreement and Parents' Bill of Rights Supplemental Information Document
	Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	
	Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.	
	Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	
	Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	
	Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	

	Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	See attached NYTPS Data Privacy Agreement and Parents' Bill of Rights Supplemental Information Document
DETECT (DE)	Anomalies and Events (DE.AE): Anomalous activity is detected and the potential impact of events is understood.	
	Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	
	Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	
RESPOND (RS)	Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	
	Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.	
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	
	Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	
	Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	

RECOVER (RC)	Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.	See attached NYTPS Data Privacy Agreement and Parents' Bill of Rights Supplemental Information Document
	Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	



HAUPPAUGE PUBLIC SCHOOLS

7.3. C.1

495 Hoffman Lane

P.O. Box 6006

Hauppauge, New York 11788

BRIGID SIENA

Assistant Superintendent for Business & Operations

TO: Board of Education

FROM: Brigid Siena

RE: Seneca Consulting Group

DATE: October 12, 2023

The RFP for the Affordable Care Act was awarded to the Seneca Consulting Group at the Board's meeting on 9/19/23. Their contract is on the Board's agenda.

CONTRACT FOR AFFORDABLE CARE ACT CONSULTANT SERVICES

AGREEMENT effective as of September 20, 2023 between the HAUPPAUGE UNION FREE SCHOOL DISTRICT ("the District"), having its administrative offices at 495 Hoffman Lane, Hauppauge, New York 11788-2836, and SENECA CONSULTING GROUP ("the Consultant"), having an office at 960 Wheeler Road, Suite 5367, Hauppauge, New York 11788.

In consideration of the mutual covenants and conditions contained in this Agreement, the District and the Consultant hereby agree as follows:

1. **Retention:** The District retains the Consultant and the Consultant agrees to provide the District with the following services ("the Services") and the Consultant makes the representations and warranties hereinafter set forth:
 - a. The Consultant agrees to provide the service set forth on the attached Schedule A.
 - b. ~~The Consultant represents and warrants that it is duly licensed and authorized to~~ perform the Services and that it will provide the District with licensed and qualified individuals to perform the Services. The Consultant further represents and warrants that the Services will be performed by individuals that are licensed pursuant to State, federal and local laws, regulations and rules. Upon the District's request, the Consultant agrees to submit to the District proof of certification and/or professional licensing of all individuals providing Services.
 - c. The individuals providing Services are subject to the District's approval, and the District reserves the right to reject the placement of any individual.
 - d. The Consultant must furnish each individual providing Services with a photo identification badge to be worn at all times while the individual is providing Services on District property.

2. **Compensation:** The District will compensate the Consultant at rates set forth on the attached Schedule A.

The Consultant must submit monthly invoices in form and substance satisfactory to the District for the Consultant's Services. The District will pay the Consultant within 60 calendar days of its receipt, review and approval of the invoice.

3. **Term:** This Agreement is for Services provided from September 20, 2023 to June 30, 2024, unless this Agreement is terminated earlier as herein provided. The Consultant acknowledges that the District is under no obligation to renew this Agreement upon its expiration.

4. **Independent Contractor:** The Consultant is retained by the District only for the purposes and to the extent set forth in this Agreement. The Consultant's relation to the District is solely that of an independent contractor during the period of the Consultant's retention and delivery of Services hereunder.

Neither the Consultant nor any of its employees, shareholders, partners, members, officers, directors, agents, or assigns will be eligible for employee benefits or contributions thereto from the

District relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance or malpractice insurance. With regard to employees of the Consultant, the Consultant alone is responsible for their work, personal conduct, direction, compensation, and for payment of all employment, income and other taxes in relation thereto.

5. Indemnification: To the fullest extent permitted by law, the Consultant indemnifies and will defend (with counsel selected by the District) and hold harmless the District, its employees, agents, representatives and members of the Board of Education from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Consultant's Services hereunder, any breach of this Agreement by the Consultant, or the action of, or the failure to act by the Consultant, the Consultant's representatives or employees, or anyone for whose acts the Consultant may be liable.

In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from the Consultant pursuant to the provisions of this Paragraph 5, the District will promptly notify the Consultant of the legal proceeding, claim or demand, and give the Consultant an opportunity to defend and settle same without any cost to the District, and will extend reasonable cooperation to the Consultant in connection with the defense, which will be at the expense of the Consultant. In the event that the Consultant fails to defend the same within 30 calendar days of receipt of the notice, the District will be entitled to assume the defense thereof, and the Consultant will be liable to repay the District for all its expenses reasonably incurred in connection with the defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). The failure of the District to notify the Consultant of a legal proceeding, claim or demand will not relieve the Consultant of any obligation that the Consultant has pursuant to this Paragraph 5 unless and only to the extent that the failure to notify the Consultant materially prejudices the Consultant.

The Consultant agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of the District (which consent will not be unreasonably withheld).

All of the provisions of this Paragraph 5 will survive the expiration or sooner termination of this Agreement.

6. Expenses: The Consultant will pay all expenses incurred in connection with the performance of the Consultant's duties hereunder including, but not limited to, automobile and/or travel expenses.

7. Required Records: The Consultant will provide services and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements of the New York State Education Department, the New York State Department of Labor and District policies and procedures in force during the term of this Agreement. The Consultant must provide the District with a copy of any reports, tests, evaluations or observations that are prepared in connection with the Services provided by the Consultant pursuant to this Agreement.

8. Review of Records: The District will have the right to examine any or all records or

accounts maintained by the Consultant in connection with this Agreement.

9. District's Policies/Authority: The Consultant certifies that it has reviewed and is familiar with the policies, rules and regulations of the District including, but not limited to, the District's anti-harassment and anti-discrimination policies and regulations and the District's Code of Conduct (collectively, "the Policies"). The Consultant will ensure that its employees, representatives, agents and subcontractors and any other person providing services or present on District property pursuant to this Agreement (collectively, "Consultant's Service Providers") review and become familiar with the Policies. Copies of the Policies are available at <http://www.hauppauge.k12.ny.us/domain/602>. The Consultant agrees that it will comply with the Policies and will cause Consultant's Service Providers to do the same.

THE CONSULTANT HEREBY CONFIRMS THAT IT HAS IMPLEMENTED A WRITTEN ANTI-SEXUAL HARASSMENT POLICY THAT MEETS OR EXCEEDS THE REQUIREMENTS OF NEW YORK LABOR LAW SECTION 201-G AND THAT ANNUAL TRAINING REGARDING THIS POLICY IS AND WILL BE PROVIDED TO ALL OF ITS EMPLOYEES CONSISTENT WITH LAW.

Any allegation that the Consultant or one of Consultant's Service Providers has been subjected to harassment or discrimination while providing services or while present on District property pursuant to this Agreement must be reported immediately to the Deputy Superintendent (or to the Superintendent if the Deputy Superintendent is the subject of the allegation or concern). The Consultant confirms that it has notified the Consultant's Service Providers of this requirement.

The Consultant will carry out the orders, directions and policies conveyed by the District from time to time either orally or in writing, provided, however, that the Consultant will determine the manner of carrying out the Consultant's professional duties hereunder consistent with the Consultant's status as an independent contractor.

10. Insurance: The Consultant will obtain and keep in full force and effect during the term of this Agreement, at the Consultant's sole cost and expense, the following insurance:

a. **Commercial General Liability Insurance**

\$1,000,000 per occurrence/\$2,000,000 aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

b. **Automobile Liability Insurance**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation (C-105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A person seeking an exemption must file a CE-200 form with the State. The form may be completed and submitted directly online to the Workers Compensation Board.

d. Professional Errors and Omissions Insurance

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Consultant performed under this Agreement for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for three calendar years following the completion of work.

e. Excess Insurance

\$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis or provide broader coverage over the required Commercial General Liability, Automobile Liability, and Professional Errors and Omissions coverages.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Consultant hereby agrees to effectuate the naming of the District as an additional insured on the Consultant's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. Each policy naming the District as an additional insured must:

- be an insurance policy from an A.M. Best rated "A-" or better insurer, licensed in New York State; and
- state that the Consultant's coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers' Compensation.

The District must be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance and the certificate must state that the endorsement is being used. The certificate of insurance must describe the specific services provided by the Consultant (*e.g.*, physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy. At the District's request, the Consultant will provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Consultant will provide a copy of the policy endorsements and forms.

The Consultant hereby indemnifies and holds harmless the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the Consultant, to the extent not covered by the applicable policy.

If a policy is written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement.

The Consultant acknowledges that failure to obtain the foregoing insurance on behalf of the District constitutes a material breach of contract and subjects the Consultant to liability for damages, indemnification and all legal remedies available to the District. The Consultant must provide the District with proof satisfactory to the District that the above requirements have been met, prior to the commencement of work or use of District facilities. The failure of the District to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the District. Upon request, the Consultant will provide the District with a copy of the Consultant's applicable insurance policies including any endorsements, modifications, or exclusions thereto.

If the Consultant contracts with any others to provide Services pursuant to this Agreement, then the contracts between the Consultant and such other parties must meet all requirements set forth in this Paragraph 10. The Consultant must deliver to the District adequate proof of insurance for each other party prior to allowing such party to perform Services pursuant to this Agreement. The District must be listed as an additional insured on the insurance policies of such other parties by using endorsement CG 2026 of its equivalent. The decision to accept an alternative endorsement rests solely with the District.

If the Consultant utilizes third parties to provide Services pursuant to this Agreement, then the Consultant must provide verification that all insurance coverages extend to the third parties. If the third parties are required to provide their own Professional Errors and Omissions coverage, proof of this coverage must be provided by the Consultant to the District.

The District is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"). The Consultant acknowledges that the procurement of that insurance as required herein is intended to benefit not only the District, but also NYSIR as the District's insurer.

The District, in its sole discretion, may waive one or more of the requirements set forth in this paragraph. A waiver must be in writing and signed by an authorized representative of the District.

11. Safeguarding Information: Neither the Consultant nor the District will use or disclose any information concerning the Services pursuant to this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations.

12. Termination:

A. This Agreement may be terminated by the District "for cause" upon the occurrence of any of the following events:

(1) Immediately upon the District delivering written notice to the Consultant of a breach by the Consultant of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(2) Immediately upon the Consultant's breach of the Consultant's obligations to provide the insurance coverage set forth in Paragraph 10;

(3) Immediately upon the Consultant's breach of any of the Consultant's obligations pursuant to, or violation of, any applicable State or federal law or regulation; or

(4) Fifteen calendar days after the Consultant has received written notice from the District that the Consultant has breached any of the Consultant's other obligations hereunder unless, within the 15 calendar day period, the Consultant cures the breach to the District's satisfaction.

Upon termination of this Agreement "for cause," the Consultant is not entitled to any further payments hereunder.

B. This Agreement is automatically terminated upon the Consultant's filing of a voluntary petition in bankruptcy or making an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, pursuant to any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the Consultant which is not dismissed within 60 calendar days of filing. Upon termination of this Agreement pursuant to this subparagraph 12(B), the Consultant is not entitled to any further payments hereunder.

C. This Agreement may be terminated, at any time, by the District for convenience upon 30 calendar days' written notice to the Consultant. Upon termination of this Agreement for convenience by the District, the Consultant is entitled to receive all sums due, accrued and unpaid as of the date of termination.

D. In the event of termination for any reason, all reports and Services due to the District must be completed by the Consultant and delivered to the District within 30 calendar days of the termination date.

13. Signing of Acknowledgement: The Consultant agrees to complete and sign an Acknowledgement Form with regard to the New York State Education Department Waiver for the New York State Public Retirement System with respect to each owner of the Consultant and each principal employee of the Consultant. A schedule of such persons is attached as Exhibit A.

14. Notices: Any notices required or permitted to be given pursuant to the terms of this Agreement must be in writing and either personally delivered or sent by nationally recognized overnight carrier to the parties at the following addresses:

To the Consultant:

Seneca Consulting Group
960 Wheeler Road
Suite 5367
Hauppauge, NY 11788

To the District:

Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836
Attention: Assistant Superintendent for
Business and Operations

With a copy to:

Lamb & Barnosky, LLP
534 Broadhollow Road, Suite 210
P.O. Box 9034
Melville, New York 11747
Attention: Eugene R. Barnosky, Esq.

15. Entire Agreement: This Agreement and any exhibits or riders to this Agreement contain the entire agreement of the parties with respect to the subject matter thereof and supersede any and all other agreements, understandings and representations, written or oral, by and between the parties.

16. Modification: This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

17. Governing Law, Choice of Forum and Waiver of Jury Trial: This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in a New York State Court in Suffolk County, New York. The parties each waive trial by jury in any action concerning this Agreement.

18. No Assignment: In accordance with the provisions of General Municipal Law § 109, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of the Consultant's rights, title, or interest in this Agreement, or the Consultant's power to execute this Agreement to any other person or corporation without the previous consent in writing from the District.

19. Third-Party Beneficiaries: There are no third-party beneficiaries of or in this Agreement, other than NYSIR.

20. Negotiated Agreement: This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it/he/she has full power to execute, deliver and perform this Agreement and has taken all actions required by law, organizational documents or otherwise to authorize the execution and delivery of this Agreement.

21. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant New York State Finance Law § 165-a(3)(b).

22. Plan for Security and Protection of Personally Identifiable Information:

A. "District Data" means all information obtained by the Consultant from the District or by the Consultant in connection with the Services provided by the Consultant pursuant to this Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, "District Data" does not include any information made publicly available by the District, except student and personnel data which will be considered "District Data" regardless of whether or not it is made public.

B. "Personally Identifiable Information" or "PII" includes, but is not limited to: (i) a person's name or address or the names or addresses of a student's parents or other family members; (ii) any personal identifier (e.g., SSN, student number or biometric record); (iii) indirect identifiers (e.g., date of birth, place of birth, or mother's maiden name); (iv) other information that alone or in combination is linked or linkable to a specific individual and would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances to identify the individual with reasonable certainty; and (v) any information requested by a person who the District or Consultant reasonably believes knows the identity of the person to whom a record relates.

C. The Consultant represents and warrants that it will comply with all District policies and State, federal and local laws, regulations, rules and requirements related to the confidentiality, security and privacy of District Data.

D. The Consultant represents and warrants that District Data received by the Consultant will be used only to perform Consultant's obligations pursuant to this Agreement and for no other purpose.

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

F. The Parties agree that all rights including all intellectual property rights in and to District Data will remain the exclusive property of the District and that the Consultant has a limited, non-exclusive license to use District Data solely to perform the Services pursuant to this Agreement.

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

H. All the provisions of this Paragraph 22 will survive the expiration or sooner termination of this Agreement.

23. No End User Agreements: In the event that the Consultant requires District employees or other End Users to enter into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, those agreements and/or understandings will be null, void and without effect, and the terms of this Agreement, and any exhibits or riders to this

Agreement will apply.

24. **Execution:** The Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement. The Agreement may be executed by facsimile or PDF signature, each of which will constitute an original for all purposes.

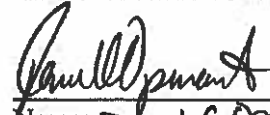
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the latter date that appears below.

**HAUPPAUGE UNION FREE
SCHOOL DISTRICT**

By: _____
David M. Barshay
President, Board of Education

Date: _____

SENECA CONSULTING GROUP

By: 
Name: Daniel C. Opimant
Title: President

Date: 10/4/2023

SCHEDULE A

[ATTACH DETAILED LIST OF SERVICES AND COSTS]

SCHEDULE A

Affordable Care Act Employer Compliance Proposal and Scope of Work

SPECIFICATION OF SERVICES

The Consultant will assist DISTRICT with meeting the DISTRICT's "Employer Mandate" obligations and reporting requirements pursuant to the ACA by:

- Identifying in writing DISTRICT's employees (both full-time and variable-hour employees) for whom DISTRICT may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered.
- Identifying which type of minimum essential coverage would be deemed "affordable" under ACA for its full-time eligible employees (applying, for example, the "Form W-2" safe harbor);
- Offering strategies and helping DISTRICT apply the "Look-Back/Stability Period Safe Harbor" Measurement Method (a.k.a. "Look-Back Measurement Method") under the ACA to new and ongoing employees of DISTRICT.
- Identifying and accounting for any applicable employment break periods and/or periods of special unpaid leave for each DISTRICT employee who is evaluated using the Look-Back Measurement Method.
- Identifying in writing which DISTRICT employees must be treated as a new, ongoing, variable-hour, full-time, part-time and/or seasonal employees under ACA for purposes of applying the Look-Back Measurement Method and for determining those employees for whom the district may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered;
- Reviewing collective bargaining agreements ("CBAs"), individual employment contracts, Board of Education resolutions, letters of understanding and any other documentation setting forth terms and conditions of employment and helping DISTRICT determine how each affects DISTRICT's obligations under ACA;
- Providing DISTRICT with a written penalty analysis for: (1) failing to offer minimum essential coverage as required by ACA; (2) offering minimum essential coverage that does not provide minimum value; (3) providing minimum essential coverage that is not "affordable" under ACA standards; and (4) providing coverage that does not satisfy the non-discrimination rule under ACA; and
- Assisting and supporting DISTRICT with audits, inquiries and/or investigations conducted by the Federal oversight agencies including, but not limited to, a response to any notices of a potential Section 4980H penalty;
- Preparing and electronically filing/sending Internal Revenue Code Section 6056 reports as DISTRICT's authorized agent including, but not limited to:
 - Using a secure method of delivery to import applicable DISTRICT data furnished by DISTRICT;
 - Drafting IRS Forms 1094-C and 1095-C;
 - On or before February 15th 2024 sending completed 1095-B and 1095-C forms to DISTRICT for DISTRICT's review and written approval (DISTRICT's written approval must be received by 5:00 p.m. on February 15th 2024);
 - Upon receipt of DISTRICT's written approval, furnishing all full-time employees with a copy of IRS Form 1095-C on or before March 2nd 2024;
 - Upon receipt of DISTRICT's written approval, electronically filing 1094-C and 1095-C forms with IRS on or before March 31st 2024; and
 - Providing the District with confirmation of IRS acceptance of the forms.
- Calculating the hours of service performed by each employee on a weekly and monthly basis including, but not limited to, regular workday, overtime, paid leave time, special unpaid leave time and stipends (each calculation will accurately reflect the hours of service for a particular week or month, even if the time is not entered into District's payroll system until after that week or month has concluded);
- Calculating the average hours of service performed by each employee during the initial or standard measurement period;
- Helping DISTRICT:
 - Determine the relevant "plan years"
 - Identify, establish and apply the most beneficial measurement periods (e.g., 3-12 months, etc.) including, if recommended, different measurement periods for different categories of employees, for:
 - Initial Measurement Periods;
 - Standard Measurement Periods;
 - Stability Periods; and
 - Administrative Periods;
- Analyzing and advising in writing whether DISTRICT's currently offered health insurance plans are "affordable" based on ACA requirements and offering options for alternate health insurance plans that comply with ACA;
- Analyzing and advising in writing which is the best "safe harbor" option under ACA for calculating the affordability of health insurance coverage in accordance with each eligible DISTRICT employees' income.
- Providing written assurances that current DISTRICT health insurance offerings meet the ACA standards for "minimum essential coverage";
- Analyzing and advising DISTRICT in writing to determine what, when and how many notices required by ACA must be provided to its employees and providing the required notices to the employees.

- o Providing DISTRICT with a clear understanding of the New York State Health Insurance Exchange and its implications for DISTRICT and DISTRICT employees, if any.
- o Ensuring that new and existing employees of DISTRICT are treated correctly and consistently with respect to ACA requirements.
- o Developing strategies for timely enrolling in a DISTRICT health insurance plan those employees who meet the applicable legal threshold for average hours worked during the relevant period of time and, as a result, for whom DISTRICT may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered;
- o Revising compliance procedures as the Federal Government makes ongoing changes and adjustments to the ACA; and

Payments to the Consultant.

DISTRICT will pay the Consultant \$11,500.00. in addition, DISTRICT will pay the Consultant \$.75 + Postage per form to print and mail IRS forms. With respect to the \$11,500.00 fee the first payment of \$3,833.33 is due upon full execution of this Agreement. The second payment of \$3,833.33 is due within 30 calendar days of DISTRICT'S receipt of the initial draft of the 1095 forms. The final payment of \$3,833.33 plus printing and mailing fees is due after ADMINISTRATOR's completion of all services required by this Agreement. The Consultant must submit a final invoice (form and substance satisfactory to DISTRICT) to DISTRICT. DISTRICT will make final payment within 30 calendar days of its receipt, review, and approval of invoice. In addition, upon written authorization from the DISTRICT to the Consultant, the DISTRICT will pay the Consultant \$275 per hour for services associated with the correction or errors contained in the documents provided to the Consultant by the DISTRICT (including, but not limited to, incorrect date of hire, missing or incorrect termination of retirement dates, incorrect or missing social security numbers, and incorrect or missing coverage dates in health plan, or any data anomalies that were not addressed prior to the transmission of the 1095 forms). ADMINISTRATOR must submit invoices (form and substances satisfactory to DISTRICT) monthly for these correction services. DISTRICT will make payment within 30 calendar days of its receipt, review, and approval of an invoice.


- a. Compliance with Individual State Reporting Requirements. Should DISTRICT require the Consultant to process individual state reporting requirements, the Consultant will provide individual state reporting for a flat fee of \$550 per filing.

EXHIBIT A

**ACKNOWLEDGMENT WITH REGARD TO THE NEW YORK STATE EDUCATION
DEPARTMENT WAIVER**

Complete one of the following paragraphs:

1. I, Daniel Opnank verify that I am ~~not~~ a retired member of any New York State Public Retirement System, and therefore do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.


Signed

16/12/2023
Date

2. I, _____ verify that I am a retired member of a New York State Public Retirement System but all collective earnings from any public employment in New York State will not ~~and does not exceed the current earnings limitation. Therefore, I do not require a waiver from the New~~ York State Education Department to perform the duties for which I have contracted.

Signed

Date

3. I, _____ verify that I am a retired member of a New York State Public Retirement System and I expect that my collective earnings from any public employment in New York State will exceed the current earnings limitation. Therefore, I require a waiver from the New York State Education Department and I request that _____ School District file a request for the waiver on my behalf.

Signed

Date

4. I, _____ verify that I am a retired member of any New York State Public Retirement System, but I do not require a waiver from the New York State Education Department to perform the duties for which I have contracted because I am at least 65 years old.

Signed

Date



HAUPPAUGE PUBLIC SCHOOLS

495 Hoffman Lane

P.O. Box 6006

Hauppauge, New York 11788

BRIGID SIENA

Assistant Superintendent for Business & Operations

TO: Board of Education

FROM: Brigid Siena

RE: CDJ Electric, Inc.

DATE: October 12, 2023

CDJ Electric's Change Order Number 3R for the field investigation of electrical circuitry with regard to the Interior Renovations at the Tech Wing & New Stem Lab Project at the High School is on the Board's agenda.

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

SED No. 58-05-06-03-0-008-050

Project Manager: Sigrid Coons

PROJECT: Hauppauge Union Free School District
(name, address) Interior Renovations at Tech Wing &
New STEM Lab at Hauppauge High School
500 Lincoln Blvd., Hauppauge, NY 11788

CHANGE ORDER NUMBER: 3R

DATE: May 23, 2023
Revised June 28, 2023
ARCHITECT'S PROJECT NO.: 20-366

TO CONTRACTOR: CDJ Electric, Inc.
(name, address) 91 Bridge Road
Hauppauge, New York 11788

CONTRACT DATE: April 12, 2022

CONTRACT FOR: Electrical Construction

The Contract is changed as follows:

1. Field investigation, tone out, tracing & decommissioning of abandoned electrical circuitry at Classroom 135 (Metal Shop). Add \$ 5,475.00
 2. Field investigation, tone out, tracing & decommissioning of abandoned electrical circuitry at Classroom 131 (Wood Shop). Add \$ 4,750.25
 3. Field investigation, tone out, tracing & decommissioning of abandoned electrical circuitry at Room 132 (Storage). Add \$ 5,825.00
 4. Less credit for contractual allowance for tone out / tracing / decommissioning. Deduct..... (\$ 25,000.00)
- Total Deduct Cost..... (\$ 8,949.75)

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 156,700.00
Net change by previously authorized Change Orders \$ 25,801.25
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 182,501.25
The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increase~~) (~~decrease~~)
(unchanged) by this Change Order in the amount of \$ -8,949.75
The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be \$ 173,551.50
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC
ARCHITECT (631) 475-0349
244 E. Main Street
Address
Patchogue, NY 11772

CDJ Electric, Inc.
CONTRACTOR (631) 232-2958
91 Bridge Road
Address
Hauppauge, NY 11788

Hauppauge Union Free School
District
OWNER (631) 265-3630
495 Hoffman Lane
Address
Hauppauge, NY 11788

By

Frederick W. Seeba, P.E. LEED AP

Date 5/23/2023; Rev 6/28/2023

Date

Date

AIA DOCUMENT G701 • CHANGE ORDER • 1987 EDITION • AIA® • ©1987 •

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON D.C. 20006 G701-1987

SPW

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CHANGE ORDER CERTIFICATION

FP-COC 07/02

Page One

THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / Albany, NY 12234

Office of Facilities Planning, Room 1080 Education Building Annex
Tel. (518) 474-3906 Fax (518) 486-5918

www.emsc.nyced.gov/facplan/

Instructions: This CERTIFICATION is required for all change orders submitted to SED
Fill out all three parts completely.

Change Order Number:

3R

Part One - General Information

Provide separate Change Orders for each Project Number

SED Project Number

5 8 0 5 0 6 0 3 0 0 0 8 0 5 0

District BEDS Code

Building Identification Number

Project number

District & Building Name

Hauppauge Union Free School District - Hauppauge High School

Type of Project

☐ Reconstruction / Alteration ☐ Addition & Alteration ☐ New Building ☐ Other

Project Description

Interior Renovations at Tech Wing & New STEM Lab @ Hauppauge High School

Architect / Engineer firm

BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

244 E Main St Patchogue, NY 11772

name

address

Contact Person

Steven P. Walsh, AIA, Project Manager (631) 475-0349; swalsh@bbsarch.com

name & title

phone number & e-mail

Construction Manager firm

Hauppauge Union Free School District 495 Hoffman Lane, Hauppauge, NY 11788

name

address

Contact Person

Glenn Holm, Facilities Director (631) 265-3045; holm@hauppauge.k12.ny.us

name & title

phone number & e-mail

District Contact Person

Dr. Donald B. Murphy, Ed.D, Superintendent (631) 265-3045 murphydo@hauppauge.k12.ny.us

name & title

phone number & e-mail

Part Two

Provide the following information for each individual item in the change order:

(Number each item if there is more than one and provide additional sheets as necessary.)

- A. Requested By (Who initiated the change request)
B. Relationship to Project Scope (How is this change related to the original project scope)
C. Basis of Need (Describe why the change is needed)
D. Description of Work (Provide a detailed description of the work or services provided in the change order. Provide text, a drawing or both as necessary to demonstrate code compliance and the individual cost of each item.)

CDJ Electric, Inc., to provide the following:

A. Requested By:

1. District Request. 2. District Request. 3. District Request. 4. District Request.

B. Relationship to Project Scope:

1. Additional project scope. 2. Additional project scope. 3. Additional project scope. 4. Reduction of project scope.

C. Basis of Need:

- Field investigation, tone out, tracing & decommissioning of abandoned electrical circuitry at Classroom 135 (wood shop).
- Field investigation, tone out, tracing & decommissioning of abandoned electrical circuitry at Classroom 131 (metal shop).
- Field investigation, tone out, tracing & decommissioning of abandoned electrical circuitry at Room 132 (storage).
- Less credit for contractual allowance for tone out / tracing / decommissioning.

D. Description of Work:

The Contract is changed as follows:

- | | | |
|--|---------|----------------|
| 1. Provide all labor, materials, tools & equipment necessary to: field investigate, tone-out, trace and decommission abandoned electrical circuitry at Classroom 135. | Add: | \$ 5,475.00 |
| 2. Provide all labor, materials, tools & equipment necessary to: field investigate, tone-out, trace and decommission abandoned electrical circuitry at Classroom 131. | Add: | \$ 4,750.25 |
| 3. Provide all labor, materials, tools & equipment necessary to: field investigate, tone-out, trace and decommission abandoned electrical circuitry at Storage Rm 132. | Add: | \$ 5,825.00 |
| 4. Less credit for contractual allowance for tone out, tracing & decommissioning. | Deduct: | (\$ 25,000.00) |
| Total Credit, This Change Order: | | (\$ 8,949.75) |

CHANGE ORDER CERTIFICATION

FP-COC 07/02

Page Two

Part Three

1

Change order requirements:

- ✓ The scope of the change order must relate to the project scope previously approved.
- ✓ Dollar amounts applied from allowances toward costs associated with the changes must be provided.
- ✓ If the cost of this change order is not within the approved amount as currently established on the SA-4, please provide a Form FP-FI, Request for Revision of Financial Information, with documentation showing the additional authorization of funds.
- ✓ Each change order shall be signed by the president of the board of education, the architect/engineer, and the contractor.

2

Certification of the Superintendent of Schools (District Superintendent if a BOCES project)

The following statements are true and correct to the best of my knowledge and belief:

- The revised total cost is within the authorized appropriation for this project.
- Where any work of this change order requires a type or kind of work that is not included in the original contract documents, the school district's attorney has been contacted to assure conformance with the Opinion of the State Comptroller No. 60-505.

Date

Signature and printed name of the School Superintendent or District Superintendent if a BOCES project

3

Certification of the Architect or Engineer

The following statements are true and correct to the best of my knowledge and belief:

- Work required by this change order is in accordance with applicable sections of the approved contract documents.
- Any plan, sketch, or attachment referenced in this change order is included herein.
- Work required by this change order is in accordance with applicable provisions of the NYS Uniform Fire Prevention and Building Code, State Education Department's building standards, and NYS Department of Labor's Code Rule 56.
- Work required by this change order was designed by an architect or engineer who is currently licensed by the State of New York.
- Work required by this change order that involves asbestos-containing building material (ACBM) was designed by an architect or engineer who is currently licensed by the State of New York and who is appropriately certified as an asbestos designer by the NYS Department of Labor at the time he/she designed the asbestos-related project.

5/23/2023;
Rev. 6/28/2023

Date

BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

Architectural / Engineering Firm Name

Frederick W. Seeba

Frederick W. Seeba, P.E., LEED AP

HAUPPAUGE UFSD
APPLICATION FOR CLUB CHARTER

7.3. C.3.a

Permission is respectfully requested to organize the student activity described herein:

Name of Activity:

Art Club / NAHS

Date of Application:

9/12/23

School:

High School

Account Number:

4

Aims and Purposes:

- Students ^{promote} ~~promote~~ art in School & community
- participate artistically in school events - SAK Halloween
- open studio for students who are unable to take art classes

Dues to be Collected (if any):

NAHS \$10 New members \$5 current

Other Fees or Income:

Income from fundraisers

Frequency of Meetings to be held:

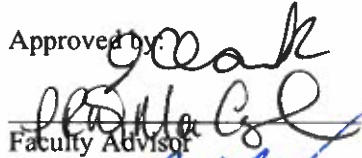
Art Club 1x a week NAHS 1x a week

Special Comments:

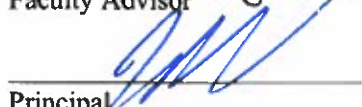
NAHS is a department organization which works with Art Club

It is fully understood that the operation of this student activity will be in accordance with the rules and regulations of the Board of Education, the Administration and our Student Government, and that we shall consistently strive to maintain the highest standards and good name of our school.

Approved by:



Faculty Advisor

Principal


10/12/23

Date

Signed by:


President

Vice President


Secretary

Treasurer


Treasurer

BOE Action Date _____ Approved _____ Disapproved _____

HAUPPAUGE UFSD

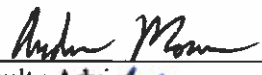
APPLICATION FOR CLUB CHARTER

Permission is respectfully requested to organize the student activity described herein:

Name of Activity:	Band
Date of Application:	September 8, 2023
School:	High School
Account Number:	32
Aims and Purposes:	To perform for the community and work together to create music. To compete in various music festivals.
Dues to be Collected (if any):	as needed for events
Other Fees or Income:	none
Frequency of Meetings to be held:	weekly
Special Comments:	

It is fully understood that the operation of this student activity will be in accordance with the rules and regulations of the Board of Education, the Administration and our Student Government, and that we shall consistently strive to maintain the highest standards and good name of our school.

Approved by:

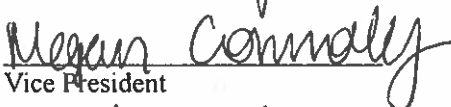

Faculty Advisor

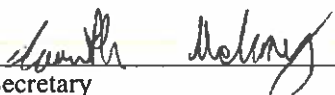

Principal


Date 10/12/23

Signed by:


President


Vice President


Secretary


Treasurer

BOE Action Date _____ Approved _____ Disapproved _____

HAUPPAUGE UFSD
APPLICATION FOR CLUB CHARTER

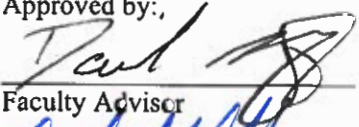
7.3. C.3.c

Permission is respectfully requested to organize the student activity described herein:

Name of Activity:	Chess Club
Date of Application:	9/15/2023
School:	
Account Number:	0082
Aims and Purposes:	The purpose and goal of the Chess Club is to provide a setting for a diverse group of students to come together in a social setting to learn and play the game of chess. In honing their skills at the game and through interactions with others, students in the Chess Club are acquiring important intellectual and social skills in a safe and nurturing environment.
Dues to be Collected (if any):	\$0
Other Fees or Income:	fundraising (Pizza sales, t-shirt sales, etc)
Frequency of Meetings to be held:	1 - 2 meetings/week
Special Comments:	

It is fully understood that the operation of this student activity will be in accordance with the rules and regulations of the Board of Education, the Administration and our Student Government, and that we shall consistently strive to maintain the highest standards and good name of our school.

Approved by:


Faculty Advisor


Principal

12/18/23
Date

Signed by:


President

Kritin
Vice President

Prabhu
Secretary

Harry
Treasurer

BOE Action Date _____ Approved _____ Disapproved _____

HAUPPAUGE UFSD
APPLICATION FOR CLUB CHARTER

7.3. C.3.d

Permission is respectfully requested to organize the student activity described herein:

Name of Activity: Drama Club

Date of Application: 9/12/2023

School: Hauppauge High School

Account Number: 19

Aims and Purposes:

To provide student members with the opportunity to engage in theatrical activities and field trips, fundraisers and volunteer work and presentations for both students and community.

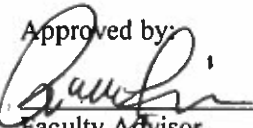
Dues to be Collected (if any):

Other Fees or Income: Various fundraising opportunities

Frequency of Meetings to be held: Weekly and monthly depending upon subjects

Special Comments:

It is fully understood that the operation of this student activity will be in accordance with the rules and regulations of the Board of Education, the Administration and our Student Government, and that we shall consistently strive to maintain the highest standards and good name of our school.

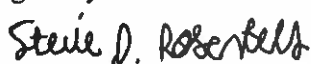
Approved by:


Faculty Advisor



Principal

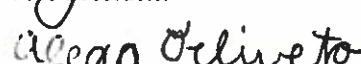
Date

Signed by:


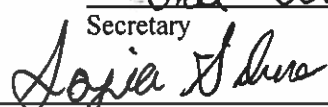
President



Vice President



Secretary



Treasurer

BOE Action Date _____ Approved _____ Disapproved _____

HAUPPAUGE UFSD

APPLICATION FOR CLUB CHARTER

Permission is respectfully requested to organize the student activity described herein:

Name of Activity:	French Club/French National Honor Society
Date of Application:	September 8, 2023
School:	High School
Account Number:	23
Aims and Purposes:	To understand and raise awareness of French language and culture as well as to promote global cultural awareness and tolerance. The club supports charities such as the Crohn's and Colitis Foundation, Red Cross, Doctors Without Borders , Unicef (school in a box) and Heifer International. The French Club participates in community service, runs International Night, and does fundraising to help students in need in Hauppauge through Adopt a Family and Adopt a Senior. The French club also gives a scholarship yearly to a graduating senior who plans to continue the study of French in college.
Dues to be Collected (if any):	\$5 club members / \$15 Honor Society members
Other Fees or Income:	Fundraising
Frequency of Meetings to be held:	Weekly
Special Comments:	

It is fully understood that the operation of this student activity will be in accordance with the rules and regulations of the Board of Education, the Administration and our Student Government, and that we shall consistently strive to maintain the highest standards and good name of our school.

Approved by:

Mme Rigaud
Faculty Advisor

[Signature]
Principal

Date

Signed by:

Nickolas G. [Signature]
President

[Signature]
Vice President

Trinity Garcia
Secretary

[Signature]
Treasurer

BOE Action Date _____

Approved _____

Disapproved _____

HAUPPAUGE UFSD
APPLICATION FOR CLUB CHARTER

7.3. C.3.f

Permission is respectfully requested to organize the student activity described herein:

Name of Activity:	German Club/ German Honor Society
Date of Application:	9.21.2023
School:	Hauppauge High School
Account Number:	000025
Aims and Purposes:	To promote the German language at the elementary schools To bring awareness and understanding of German culture To attend German excursions in order to promote cultural understanding To participate in the annual Sprachfest competition on Long Island To participate and maintain our high standards at the annual AATG National Examination To participate in the annual exchange with our partner school near Hamburg To Organize and participate annually in International Night. To keep a strong liaison with the community by hosting several fundraising events throughout the year
Dues to be Collected (if any):	\$5 German Club, \$10 Honor Society
Other Fees or Income:	
Frequency of Meetings to be held:	Every Wednesday
Special Comments:	The German Honor Society requires maintaining a 92 average, continued German study throughout the senior year, and participation in half of the scheduled events.

It is fully understood that the operation of this student activity will be in accordance with the rules and regulations of the Board of Education, the Administration and our Student Government, and that we shall consistently strive to maintain the highest standards and good name of our school.

Approved by:

W. Carli
Faculty Advisor

Principal

Date

10/12/23

Signed by:

R.M. Miner
President

Sofia Corcione Sean Flannery
Vice President

Vivian Denby
Secretary

Robert Mariette
Treasurer

HAUPPAUGE UFSD
APPLICATION FOR CLUB CHARTER

7.3. C.3.g

Permission is respectfully requested to organize the student activity described herein:

Name of Activity: History Club

Date of Application: 9/21/23

School: High School

Account Number: #68

Aims and Purposes:

-to promote love of history through events, activities, guest speakers and field trips.

-to engage students in hands on activities that promote history

Dues to be Collected (if any): \$10.00

Other Fees or Income:

Frequency of Meetings to be held: Biweekly

Special Comments:

It is fully understood that the operation of this student activity will be in accordance with the rules and regulations of the Board of Education, the Administration and our Student Government, and that we shall consistently strive to maintain the highest standards and good name of our school.

Approved by:

Ellen Robbins
Faculty Advisor

[Signature]
Principal

Date

9/22/23

Signed by:

Mary Morello
President

[Signature]
Vice President

Secretary

N/A

Treasurer

N/A

BOE Action Date _____ Approved _____ Disapproved _____

HAUPPAUGE UFSD

APPLICATION FOR CLUB CHARTER

Permission is respectfully requested to organize the student activity described herein:

Name of Activity:	Music Club
Date of Application:	9/8/23
School:	High School
Account Number:	45
Aims and Purposes:	The Music Club students will perform for the community and attend field trips related to the Fine and Performing Arts.
Dues to be Collected (if any):	none
Other Fees or Income:	fundraising
Frequency of Meetings to be held:	Once a week
Special Comments:	

It is fully understood that the operation of this student activity will be in accordance with the rules and regulations of the Board of Education, the Administration and our Student Government, and that we shall consistently strive to maintain the highest standards and good name of our school.

Approved by:

Faculty Advisor

Principal

Date

Signed by:

President

Vice President

Secretary

Treasurer

Historian

Meghan Barry

Public Relations

Brandon Cardano

BOE Action Date _____ Approved _____ Disapproved _____

HAUPPAUGE UFSD APPLICATION FOR CLUB CHARTER

Permission is respectfully requested to organize the student activity described herein:

Name of Activity:	Natural Helpers
Date of Application:	9-14-23
School:	High School
Account Number:	48
Aims and Purposes:	Natural Helpers is a program designed to support and educate students to help their peers. The theory behind Natural Helpers is that often kids will go to peers with a problem before seeking out adults. By identifying students who are resources to their friends and training them on topics such as communication skills, limit setting, and crisis management, you are providing them with necessary tools and an understanding of how to better manage peer situations. In addition, all Natural Helpers are provided information on school and community resources that can be shared when and if needed. All Natural Helpers must be selected and invited to participate. They must successfully complete an extensive training and attend follow up meetings throughout the school year.
Dues to be Collected (if any):	\$150.00 (one-time fee before training) for food & club expenses
Other Fees or Income:	
Frequency of Meetings to be held:	1x weekly during lunch periods
Special Comments:	

It is fully understood that the operation of this student activity will be in accordance with the rules and regulations of the Board of Education, the Administration and our Student Government, and that we shall consistently strive to maintain the highest standards and good name of our school.

Approved by:

Sharon [Signature]
Faculty Advisor

[Signature]
Principal

10/12/23
Date

Signed by:

Kayla Kme
President

Reese Coughlin
Vice President

Alex Bender
Secretary

Jan Cambrini
Treasurer

BOE Action Date _____ Approved _____ Disapproved _____

HAUPPAUGE UFSD APPLICATION FOR CLUB CHARTER

Permission is respectfully requested to organize the student activity described herein:

Name of Activity:	Social Awareness/SADD
Date of Application:	09/07/23
School:	High School
Account Number:	000054
Aims and Purposes:	<p>Social Awareness is an organization that recognizes the problems and concerns of individuals on local, national and global levels.</p> <p>SADD (Students Against Destructive Decisions) is a national organization whose main goal is to aid students in making appropriate and healthy choices.</p>
Dues to be Collected (if any):	N/A
Other Fees or Income:	Fundraisers for charity
Frequency of Meetings to be held:	Bi-weekly
Special Comments:	Club officer meetings will be held during the weeks that the full club is not meeting

It is fully understood that the operation of this student activity will be in accordance with the rules and regulations of the Board of Education, the Administration and our Student Government, and that we shall consistently strive to maintain the highest standards and good name of our school.

Approved by:

Faculty Advisor

Principal

Date

10/12/23

Signed by:

President

Vice President

Secretary

Treasurer

BOE Action Date _____ Approved _____ Disapproved _____



HAUPPAUGE UFSD APPLICATION FOR CLUB CHARTER

Permission is respectfully requested to organize the student activity described herein:

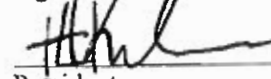
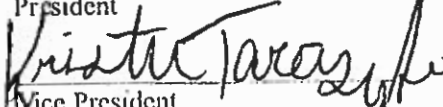


Name of Activity:	Girls Soccer
Date of Application:	9/5/23
School:	High School
Account Number:	000026
Aims and Purposes:	The girls' soccer program participates in various activities throughout the school year to bring a sense of cohesion to our team and supports the entire girls' soccer program – middle school and high school teams.
Dues to be Collected (if any):	No Dues Collected
Other Fees or Income:	Fundraising (Journal Ads, Car Wash, Pizza Sales and Kicks for Cancer)
Frequency of Meetings to be held:	Sept-Nov.: every day, Jan-June: 4-5 meetings
Special Comments:	All profit from Kicks for Cancer will be donated to various cancer organizations.

It is fully understood that the operation of this student activity will be in accordance with the rules and regulations of the Board of Education, the Administration and our Student Government, and that we shall consistently strive to maintain the highest standards and good name of our school.

Approved by:


Faculty Advisor

Principal
9/6/23
Date

Signed by:


President

Vice President

Secretary

Treasurer

BOE Action Date _____ Approved _____ Disapproved _____

HAUPPAUGE UFSD APPLICATION FOR CLUB CHARTER

Permission is respectfully requested to organize the student activity described herein:

Name of Activity:	Tri-M
Date of Application:	9/8/23
School:	High School
Account Number:	61
Aims and Purposes:	Tri-M students will perform for the community and attend field trips related to the Fine and Performing Arts. They will serve and share with people in the community.
Dues to be Collected (if any):	none
Other Fees or Income:	fundraising
Frequency of Meetings to be held:	Once a week
Special Comments:	

It is fully understood that the operation of this student activity will be in accordance with the rules and regulations of the Board of Education, the Administration and our Student Government, and that we shall consistently strive to maintain the highest standards and good name of our school.

Approved by:

Lh Paese
Faculty Advisor

[Signature]
Principal

Date

10/12/23

Signed by:

[Signature]
President

[Signature]
Vice President

[Signature]
Secretary

[Signature]
Treasurer

BOE Action Date _____ Approved _____ Disapproved _____

HAUPPAUGE UFSD
APPLICATION FOR CLUB CHARTER

7.3. C.3.m

Permission is respectfully requested to organize the student activity described herein:

Name of Activity:	Kickline
Date of Application:	9/13/23
School:	Hauppauge High School
Account Number:	76
Aims and Purposes:	Long Island Competitions and Nationals Competition
Dues to be Collected (if any):	
Other Fees or Income:	Fund Raising - Car Wash, Pasta Dinner, Paint Night, Nationals
Frequency of Meetings to be held:	Tue/Thur 2:30 - 4:30 PM
Special Comments:	

It is fully understood that the operation of this student activity will be in accordance with the rules and regulations of the Board of Education, the Administration and our Student Government, and that we shall consistently strive to maintain the highest standards and good name of our school.

Approved by:


Faculty Advisor

Principal

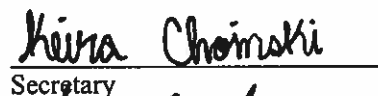
Date

9/14/23

Signed by:


President


Vice President


Secretary


Treasurer

BOE Action Date _____ Approved _____ Disapproved _____



HAUPPAUGE PUBLIC SCHOOLS

*Office of the Assistant Superintendent
Curriculum, Instruction and Technology*

TO: Brigid Villareale
FROM: Tim McCarthy
SUBJECT: Contract Between the Hauppauge UFSD and Forerunner Technologies, Inc.
DATE: 10/13/2023

This is presented for the approval of

Provider: Forerunner Industries, Inc.

Term: 7/1/2023 - 6/30/2024

Cost: \$18,900.00

Service: Telephone System Maintenance

A handwritten signature in blue ink, appearing to be 'Jm', written over a horizontal line.

10/13/23

ts:TM

Master Service Agreement

This Forerunner Technologies Certified Master Service Agreement ("AGREEMENT") is between Forerunner Technologies, Inc., a Delaware Corporation, with its principal place of business at 150-M Executive Drive, Edgewood, NY 11717 ("FORERUNNER") and Hauppauge Union Free School District ("CUSTOMER"), having its principal place of business at 495 Hoffman Lane, Hauppauge, NY 11788-2836 "LOCATION" and sets forth the supplemental terms and conditions under which FORERUNNER agrees to provide Parts Coverage, Software Assurance, Remote Monitoring, Remote Support, Dispatched Support Services, and/or Dedicated On-Site Support Services (collectively herein after referred to as "SERVICES") as determined by the selection of available Maintenance Support Services in Attachment 1 - Maintenance Support Services.

This AGREEMENT contains the following attachments and appendices: Attachment 1, "Maintenance Support Services"; Exhibit 1, Covered Components List and Pricing; Exhibit 2, Acceptable Use Policy (AUP).

1. Definitions

- 1.1. Principal Period of Maintenance ("PPM") - The days and hours of the days when the SERVICES are available for delivery to the CUSTOMER.
- 1.2. Response Time - Response Time is measured according to the PPM. If PPM is less than 24 hours per day, 7 days a week, then Response Time is measured within that PPM. Response Time begins upon FORERUNNER receipt of maintenance service request from CUSTOMER, verification of problem found, and dispatch or initiation of remote labor required to affect repairs.
- 1.3. Service Level Agreement ("SLA") - The Response Time in which FORERUNNER will make commercially reasonable efforts to respond to CUSTOMER's reported maintenance incident.
- 1.4. Major System Failure - A general inability of the PBX system to receive incoming or originate outgoing calls, or a majority of either the central office trunks or tie trunks are inoperable, or more than fifty percent (50%) of either the stations or terminals are inoperable.
- 1.5. Time and Materials (T&M) Rates - In the absence of a contractual agreement, T&M is the prevailing local dispatch labor rate, plus list price of materials required to affect repairs. Onsite T&M hours will be billed based on FORERUNNERS current onsite hourly minimum requirements charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges.
- 1.6. Covered Components - Covered components are the hardware and/or software identified in Exhibit 1 under Covered Systems.
- 1.7. Incident Management - The process of managing the lifecycle of unplanned interruption to service or service alarms detected through the process of remote monitoring of COVERED COMPONENTS.
- 1.8. Incident Prioritization - Service requests and service alarms will be prioritized in order to determine severity and response time. These incidents will be categorized in one of the three priorities below, based on the impact to the customer's business
 - 1.8.1. High: System is down or there is a critical impact to the CUSTOMER 's business operations or operation of system is severely degraded, or significant aspects of the CUSTOMER's business operation are being negatively impacted by unacceptable System performance.
 - 1.8.2. Medium: Operational performance of the System is impaired while most business operations remain functional.
 - 1.8.3. Low: CUSTOMER requires information or assistance regarding FORERUNNER Product capabilities, or configuration capabilities. There is clearly little or no impact to the CUSTOMER's business operation. MAC - (Moves Adds Changes) Changes that are requested by the CUSTOMER to modify the functionality of the Covered Component.
- 1.9. SNMP - Simple Network Management Protocol (SNMP) is an "Internet-standard protocol for managing devices on IP networks". Devices that typically support SNMP include PBX's, routers, switches, servers, workstations, printers, modem racks, and more. It is used mostly in network management systems to monitor network-attached devices for conditions that warrant administrative attention

2. Performance of Services

- 2.1. FORERUNNER shall provide the SERVICES selected in Attachment 1, "Maintenance Support Services", in this AGREEMENT for the applicable hardware and software components ("COVERED COMPONENTS") defined in the Covered Components List (Exhibit 1). FORERUNNER reserves the right to change the SERVICES from time to time, and CUSTOMER will be notified of any material changes or updates to the SERVICES which may affect CUSTOMER. FORERUNNER may use a subcontractor to provide the SERVICES without limitation.

3. Term and Termination

- 3.1. The "Initial Term" of this AGREEMENT shall commence on 07/01/2023 and shall end on 06/30/2024.
- 3.2. Unless one party notifies the other of its intent to terminate this AGREEMENT at least thirty (30) days prior to the expiration of the term (or at the end of any one-year extension of the term, which may occur as provided below), the term shall be automatically extended for an additional one (1) year period(s) with no less than a 3.5% increase ("Extension(s)"), upon the same terms and conditions contained herein, except that FORERUNNER may adjust its service rates to conform to FORERUNNER prevailing local service rates for the next Extension. FORERUNNER shall furnish CUSTOMER with a written notice of any proposed increase in FORERUNNER service rates for the next Extension at least sixty (60) days prior to the anniversary date of the original term. Unless CUSTOMER exercises its right to terminate as set forth above, the CUSTOMER shall be deemed to have agreed to the adjusted service rates for the next extension.
- 3.3. FORERUNNER reserves the right to terminate or suspend performance under this AGREEMENT and discontinue providing SERVICES to CUSTOMER in the event CUSTOMER materially or repeatedly fails to comply with Acceptable Use Policy set forth in Exhibit 2 attached hereto. In such an event, FORERUNNER shall provide written notice to CUSTOMER of any violation prior to termination or suspension of this AGREEMENT and CUSTOMER shall have thirty (30) days to cure such failure.
- 3.4. If either party is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice is given by the party not in default, such non-defaulting party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement.
- 3.5. If either party becomes insolvent, enters voluntary or involuntary bankruptcy, or takes any measures generally designed for the relief of debtors, then the other party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Attachment immediately without notice.
- 3.6. Upon any valid termination, cancellation, or expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party, and FORERUNNER shall refund CUSTOMER the unused portion of any prepaid service fees, less any other sums due and owing to Forerunner Technologies, Inc. at the time of the refund.

4. Service Fees

CUSTOMER agrees to pay a fee of \$18,900.00 for the initial term of this Agreement. FORERUNNER reserves the right to adjust the yearly fee for Extensions of this Attachment. FORERUNNER will invoice CUSTOMER for the SERVICE fees (plus applicable sales taxes) on a recurring basis in advance according to the schedule selected below. Unless otherwise expressly agreed to by FORERUNNER in writing, payments are due within thirty (30) days from the date of invoice.

Monthly Billing

Billing Total: ☒ \$ 1,575.00 Per Month

Software Assurance Fee: Included

The fees under this Attachment do not include federal, state, or local taxes that may be applicable; such taxes will be additional billable items, which CUSTOMER agrees to pay unless CUSTOMER provides FORERUNNER with appropriate tax exemption documentation. If new or additional equipment is added to the System subsequent to the date of the initial term of this Attachment, a new service fee will be calculated, to reflect the increased scope of service.

5. Payment in Event of Early Termination of this Attachment

- 5.1. In the event CUSTOMER terminates this AGREEMENT before the expiration of the Initial Term or FORERUNNER terminates this ATTACHMENT as set forth in Section 3.2, 3.3 or 3.4 above, or FORERUNNER terminates the AGREEMENT for cause, FORERUNNER shall be entitled to receive, and CUSTOMER agrees to pay, an early termination charge, the amount of which shall be calculated by taking an average of the monthly fees for COVERED COMPONENTS assessed during the immediately preceding six (6) months, multiplied by the number of months remaining in the Initial Term.

6. Restrictions on use of Services

- 6.1. CUSTOMER agrees not to (i) rent, lease, or loan the SERVICES or any part thereof, or provide or use the SERVICES on a third party's behalf; (ii) permit third parties to benefit from the use of the SERVICES; (iii) reverse engineer, decompile, or disassemble any software that provides the SERVICES, or otherwise attempt to derive the source code of such software; or (iv) download, export, or re-export any software or technical data received hereunder, regardless of the manner in which received, without all required United States and foreign government licenses.

7. Customer Cooperation

- 7.1. CUSTOMER agrees to provide all information, access and full good faith cooperation reasonably necessary for FORERUNNER to deliver and provide the SERVICES and agrees that FORERUNNER delivery of the SERVICES depends upon CUSTOMER's timely cooperation and assistance as FORERUNNER may require. FORERUNNER shall bear no liability or otherwise be responsible for delays or failure in the provision of the SERVICES caused by CUSTOMER's failure to provide such information, cooperation, assistance or access.

8. Liabilities

- 8.1. FORERUNNER EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR THE SERVICES PROVIDED BY THIS AGREEMENT. WITHOUT LIMITATION TO AND NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN IS INTENDED TO DIMINISH OR LIMIT ANY THIRD PARTY WARRANTIES WHICH WILL PASS THROUGH FORERUNNER TECHNOLOGIES, INC. AND INURE TO THE BENEFIT OF CUSTOMER.
- 8.2. FORERUNNER WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF (OR INABILITY TO USE) OR A THIRD PARTY'S UNAUTHORIZED USE OF THE SYSTEM OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER FORERUNNER TECHNOLOGIES, INC. OR ITS SUBCONTRACTORS HAD BEEN ADVISED OF SUCH POSSIBILITY.
- 8.3. IN ADDITION TO THE LIMITATIONS SPECIFIED BY THE AGREEMENT, IN ALL SITUATIONS INVOLVING PERFORMANCE OR NONPERFORMANCE BY FORERUNNER UNDER THIS ATTACHMENT, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS TO (1) TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO FORERUNNER AND (2) TO RECEIVE A PRO RATA REFUND OF ANY PRE-PAID MAINTENANCE SERVICE CHARGES, LESS ANY SUMS DUE AND OWING FORERUNNER ON THE DATE OF THE REFUND.

9. Licensed Technology

- 9.1. CUSTOMER agrees to provide FORERUNNER and its subcontractor with access to any information, materials, and technology owned, licensed, or controlled by CUSTOMER that FORERUNNER or its subcontractor reasonably requires for the purpose of enabling FORERUNNER or its subcontractor to perform the SERVICES (the "Licensed Technology").

10. Customer Acknowledges and Agrees that:

- 10.1. Criminals, terrorists, or others may commit or attempt to commit unlawful, disruptive, violent, terrorist and/or warlike acts at times and places, and in manners, that cannot be predicted or prevented;
- 10.2. Information technology developments, configuration or implementation changes, software modifications (Including routine maintenance, patches, enhancements and upgrades), human factors and other circumstances can create new, unknown and unpredictable security exposures;
- 10.3. Information technology "hackers" and other third parties continue to develop and employ increasingly sophisticated and powerful techniques and tools, which result in ever-growing security risks and potential for causing damage to persons and property;
- 10.4. FORERUNNER does not make any representation or warranty (a) that CUSTOMER's or any third party's information technology, software, information, equipment, facilities, or personnel are or will be, (i) secure or safe from harm or (ii) secure or safe from intrusion, disruption, interception, viruses, or other security exposures, or damage to persons or property caused by the preceding, or (b) that Forerunner Technologies, Inc. will provide ongoing warnings regarding such exposures;
- 10.5. CUSTOMER is **solely** responsible for complying with the legal obligations of all local country data protection legislation, in particular with the legality of transmission of data to FORERUNNER or its subcontractor and the legal requirements for processing of data.

11. Customer Responsibilities

- 11.1. CUSTOMER is responsible for the physical security of the COVERED COMPONENTS.
- 11.2. CUSTOMER is responsible for ensuring proper environmental conditions for COVERED COMPONENTS as required by the manufacturer.
- 11.3. If CUSTOMER needs to send equipment to FORERUNNER, CUSTOMER agrees to ship such equipment via pre-paid freight. No Charge on Delivery (COD) of returned equipment will be accepted.
- 11.4. CUSTOMER agrees to provide SSL, VPN and/or IP connectivity between FORERUNNER and CUSTOMER site and COVERED COMPONENTS for SERVICES.
- 11.5. CUSTOMER is responsible for provisioning, maintaining and any cost related to the private connections required for service delivery (For example: Private T1, MPLS, and Frame Relay).
- 11.6. CUSTOMER is responsible for allowing access to all COVERED COMPONENTS as required by FORERUNNER and its subcontractor. Any access-control servers required to provision access will be provided by CUSTOMER.
- 11.7. CUSTOMER is responsible for the management, support and maintenance of any non-covered component.
- 11.8. CUSTOMER is responsible for providing and maintaining an escalation path among CUSTOMER personnel.
- 11.9. CUSTOMER is responsible for end-user training unless otherwise agreed to in writing.
- 11.10. CUSTOMER shall provide or make available to FORERUNNER in advance and in writing, any CUSTOMER processes or policies with which FORERUNNER and its subcontractor are expected to comply in connection with this ATTACHMENT.

12. Travel & Expense Guidelines

- 12.1. FORERUNNER will pass through the travel-related expenses that are reimbursable pursuant to its Travel and Expense Policy. All requests for reimbursable travel are subject to prior approval of the CUSTOMER's representative prior to the travel occurring. If required, FORERUNNER will provide the CUSTOMER with documentation of its travel-related expenses.

13. NOTICES

- 13.1. All notices required under this Attachment shall be in writing and sent to each party at the address indicated below by certified U.S. mail or other delivery service providing the sender a signature upon receipt. Such notice shall be effective upon receipt.

Customer: Hauppauge Union Free School District	FORERUNNER TECHNOLOGIES, INC.
495 Hoffman Lane	150-M Executive Drive
Hauppauge, NY 11788-2836	Edgewood, NY, 11717
	Facsimile: 631-567-2098
Business: 631-761-8379	Business: 631-337-2100
Attention:	Attention: Contracts Department

14. Force Majeure

If FORERUNNER performance is prevented, delayed, or otherwise made impractical by reason of any flood, riot, fire strike, explosions, war, governmental action, or regulation, or any other similar cause beyond the reasonable control of FORERUNNER, FORERUNNER shall be excused from such performance until the abatement of such cause(s). FORERUNNER is not responsible for any physical damage to COVERED COMPONENTS as a result of the causes or any other reasons.

15. Assignment

Customer may not transfer or assign this Agreement to any third party without the express prior written consent of FORERUNNER. FORERUNNER may assign this contract to any parent company, subsidiary, or affiliate of Forerunner Technologies, Inc., or in connection with the sale of substantially all of the assets of FORERUNNER without Customer's consent. FORERUNNER is not responsible for any physical damage to COVERED COMPONENTS as a result of the above-listed causes.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York.

17. Non-Waiver

The waiver by either party of any default or any obligation will not operate as a waiver of any subsequent default or excuse any future obligation.

18. Entire Agreement

This Agreement, when executed by FORERUNNER and Customer, and approved by FORERUNNER constitutes the entire agreement between FORERUNNER and Customer with regard to Customer's Service by FORERUNNER. Any alterations or modifications to this Agreement must be in writing, and must be executed by both FORERUNNER and the Customer. ANY ALTERATIONS OR MODIFICATIONS TO THIS AGREEMENT, UNLESS MADE IN ACCORDANCE WITH THE ABOVE, SHALL BE VOID AND OF NO EFFECT.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this AGREEMENT to be duly executed.

Bob Angrilla
Forerunner Technologies, Inc. Representative (Print Name)

Customer Representative (Print Name)

SMB Sales Manager
Title

Title

Bob Angrilla October 5, 2023
Signature Date

Signature Date

If CUSTOMER is a corporation; indicate the position or office held by the person signing this Attachment on the title line. If CUSTOMER is a partnership; the Attachment must be signed by all partners (or at least a "managing partner") with the word partnership" on the title line. If the CUSTOMER is an individual, the phrase "Sole Proprietor" should be included on the title line.

ATTACHMENT 1:
Maintenance Support Services

1. Maintenance Support Service Options

1.1. FORERUNNER shall provide the following Maintenance Support Services as indicated by the selected check-box next to the services descriptions below. The SERVICES purchased by CUSTOMER are listed in Exhibit 1.

1.2. Services Descriptions:

☒ **Parts Coverage:**

Parts Replacement provides extended parts coverage for faulty or defective parts. If any covered part listed in Exhibit 1 - Covered Components List and Pricing is found to be defective under normal usage, CUSTOMER will be entitled to a full replacement of the covered part. FORERUNNER shall, during the contract period, furnish all parts necessary to maintain the System in good working order. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of FORERUNNER.

This Service does not provide coverage for labor unless Onsite Support Services is also purchased. Any labor service provided by FORERUNNER shall be invoiced at FORERUNNER prevailing local labor rates at the time the service is performed, and onsite T&M hours will be billed based on FORERUNNERS current onsite hourly minimum requirements during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges.

Labor for non-covered service calls will be chargeable to CUSTOMER in accordance with FORERUNNER local prevailing hourly labor rates, and FORERUNNERS current onsite hourly minimum requirements during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges. However, parts and other material costs will be covered even for after-hours service under this ATTACHMENT. After hours service calls are billed at one and one-half times the T&M rate, and services calls on Forerunner Technologies, Inc. -observed holidays are billed at twice the T&M rate.

Parts Replacement includes FORERUNNER Advance Replacement Program: FORERUNNER will offer CUSTOMER parts replacement, subject to geographic availability. Destination country importation, Customer compliance with U.S. export controls and customs processes may condition delivery times. Forerunner Technologies, Inc. will use commercially reasonable efforts to provide Advance Replacement service for COVERED COMPONENT as follows:

1. An Advance Replacement will ship the same day to arrive the next business day, provided both the CUSTOMER call to FORERUNNER for notification and FORERUNNER diagnosis and determination of the failed COVERED COMPONENT has been made before 3:00 p.m., local time, Monday through Friday (excluding FORERUNNER-observed holidays). For requests after 3:00 p.m., local time, the Advance Replacement will ship the next business day. Next day delivery is subject to parts availability.
2. Advance Replacements will be shipped using FORERUNNER preferred carrier, freight prepaid by FORERUNNER excluding import duties, taxes and fees, where applicable.
3. CUSTOMER has thirty (30) days to return the failed COVERED COMPONENT to FORERUNNER. If CUSTOMER fails to return the failed COVERED COMPONENT to FORERUNNER within thirty (30) days, CUSTOMER will be billed for the replacement cost of the COVERED COMPONENT. CUSTOMER agrees to pay the replacement cost of the COVERED COMPONENT, plus any shipping charges, if Customer does not return the original part(s) within thirty (30) days.

☒ **Software Assurance:**

Software Assurance is manufactures software subscription and support program that provides access to future software versions and scheduled upgrades. Both software upgrades and limited support is included.

With Software Assurance, CUSTOMER is entitled to bug fixes, service packs, and new major and minor version upgrades for COVERED COMPONENTS at no additional cost. CUSTOMER will be provided with access to FORERUNNER technical experts through FORERUNNER Technical Support Center who can help ensure CUSTOMERS current software for COVERED COMPONENTS includes all the latest features and bug fixes. CUSTOMER will also be granted access to the Software Assurance collaboration site and technical knowledgebase.

FORERUNNER will make all software upgrades available, including any necessary licensing, from the manufacturers licensing server. However, FORERUNNER will be responsible for downloading and applying downloads for CUSTOMER when new software becomes available.

CUSTOMER is responsible for coordinating software upgrades from FORERUNNER as new software becomes available and is also responsible for any costs associated with installing patches, service packs, and/or new major and minor version upgrades. Software Assurance does not provide coverage for any labor or materials.

This Service does not provide coverage for any additional labor unless Dispatched Onsite Support Services or Dedicated On-Site Support Services is purchased.

N / A Remote Monitoring:

Remote Monitoring provides remote monitoring of FORERUNNER voice network components. FORERUNNER fully automated monitoring system will immediately e-mail CUSTOMER of critical component alarms in order to help identify and isolate failures.

FORERUNNER will provide CUSTOMER with 24x7 remote monitoring of SNMP enables voice components and critical voice network functions in order to identify component and voice related network issues.

Remote Monitoring provides CUSTOMER notification of detected component alarms.

This service does not provide Incident Management of the detected component alarms. CUSTOMER is responsible for further troubleshooting detected component alarms unless This Service does not provide coverage for any additional labor unless Dispatched Onsite Support Services or Dedicated On-Site Support Services is purchased.

All hardware provided for the purpose of Remote Monitoring or Incident Management is the property of FORERUNNER and shall be returned to FORERUNNER at the customer's expense, upon termination or cancellation of the Agreement.

☒ **Remote Support:**

Remote Support provides CUSTOMER with access to Forerunner Technologies' Technical Support Center and entitles CUSTOMER to technical phone support on hardware failures, configuration problems as well as connectivity and upgrade issues. In accordance with the provisions of this ATTACHMENT, FORERUNNER shall provide the CUSTOMER with following:

1. Assist CUSTOMER by telephone or e-mail.
2. Provide access to FORERUNNER Technical Support Center.

☒ **Dispatched Support Services**

Labor Support Services provides labor coverage to dispatch a technician to CUSTOMER site for onsite repairs or to resolve service problems. Onsite Repair also includes onsite preventative maintenance tasks and periodic testing of CUSTOMER communications system in order to ensure system reliability and stability.

FORERUNNER shall dispatch certified service personnel to CUSTOMER premises to perform necessary repairs, unless FORERUNNER is able to perform repairs from a remote location. FORERUNNER shall conduct remote diagnostic testing when applicable. Any service specifically requested by CUSTOMER outside Standard PPM is billable at the then prevailing After-hours or Holiday time and materials rates, respectively, according to holidays observed by FORERUNNER, and Onsite T&M hours will be billed based on FORERUNNERS current onsite hourly minimum requirements during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges. After hours service calls are billed at one and one-half times the T&M rate, and services calls on FORERUNNER -observed holidays are billed at twice the T&M rate.

The requested service level option for Dispatched Support Services is identified by the selection in section 2 - Maintenance Support Services Service Levels.

Dispatched Support Services does not provide parts coverage for faulty or defective parts unless Parts Coverage is also purchased.

N / A Dedicated On-Site Support

On-Site Support Services provides a dedicated FORERUNNER service technician(s) placed on CUSTOMERS premise to manage and maintain CUSTOMER's PBX platform and peripherals. FORERUNNER shall, during the contract period, furnish all labor necessary to maintain the COVERED COMPONENTS in good working order, or provide such other coverage as specified in this ATTACHMENT.

PPM is 9x5 (Monday through Friday, excluding FORERUNNER -observed holidays, from 8 AM to 5 PM CUSTOMER local time zone unless otherwise authorized by FORERUNNER management). Services include a maximum of forty (40) hours per week of onsite labor provided by an assigned service technician. The assigned service technician is to be allowed up to ten (10) sick days per annum without backfill, credit, or refund of any payments made. Repair services must be prioritized as primary responsibility. Any hours expended above and beyond forty (40) hours per week will be billed at prevailing hourly T&M rates and minimums. Hours not expended upon the expiration of this Attachment will not be carried over or credited.

The requested Service Level option is selected below:

Selected Service Level Option

- ☐ Emergency after-hours services included.
☐ After hours on call dedicated technician services included.

Dedicated On-Site Support Services does not provide parts coverage for faulty or defective parts unless Parts Only Coverage is also purchased.

2. Maintenance Support Services Service Levels

- 2.1. FORERUNNER shall provide the SERVICES as specified in Attachment 1 - Maintenance Support Services of this ATTACHMENT. Performance metrics associated with the SERVICES are specified below. The SERVICES and

Service Levels described in this ATTACHMENT are applicable only to the applications and components listed in Appendix 1 - Covered Components List.

2.1.1. Service Level:

PPM is 24x7 and SLA is four (4) hour response time to maintenance incidents of Major System Failure, and next business day response time to routine incidents as required.

3. Non-Covered Services

- 3.1. FORERUNNER will attempt to respond promptly to all requests for service. If service is required outside FORERUNNER normal service hours, labor for such non-covered service calls will be chargeable to CUSTOMER in accordance with FORERUNNER local prevailing hourly labor rates and current onsite hourly minimum requirements during normal business hours or a four (4) hour minimum charge after normal business per request, plus travel charges. Any service specifically requested by CUSTOMER outside standard PPM is billable at the then prevailing After-hours or Holiday time and materials rates, respectively, according to holidays observed by FORERUNNER and on-site hours require a four (4)-hour minimum per request, plus travel charges. After hours service calls are billed at one and one-half times the T&M rate, and services calls on FORERUNNER - observed holidays are billed at twice the T&M rate.

4. Rework

- 4.1. For any rework or additional work that FORERUNNER is required to perform because of inaccurate information provided by CUSTOMER and/or CUSTOMER's failure to perform its responsibilities under this ATTACHMENT, Forerunner Technologies, Inc. will invoice CUSTOMER on a time and materials basis and CUSTOMER agrees to pay such invoice.

Summary of Coverage

Description	Quantity
MSA Contract	1
PC Based Voicemail Ports	24
IP Telephones	60
PRI	96
Analog Stations	551
MXE/CX Controller/MBG/SRG Application Server	7
Basic Package	1
Mitel Advantage SWA	1

Remote Support	1
Dispatched Onsite Support - (Existing Coverage Areas Only)	1
MSA Discount Price	1
Total Amount:	\$18,900.00

Acceptance acknowledged by duly authorized representative as of the date set forth below:

Bob Angrilla
 Forerunner Technologies, Inc. Representative (Print Name)

 Customer Representative (Print Name)

SMB Sales Manager
 Title

 Title

Bob Angrilla October 5, 2023
 Signature Date

 Signature Date

EXHIBIT 1

Covered Service Locations

Include	Address Code	Service Location Name	Shipping Address	Manufacturer
X	1V00000RWLkmQAH	HUFSD-High School	500 Lincoln Boulevard Hauppauge NY, 11788	Mitel
X	1V00000RWLlvQAH	HUFSD-Pines Elementary	22 Holly Drive Smithtown NY, 11787	Mitel
X	1V00000RWLoUQAX	HUFSD-Middle School	600 Townline Road Hauppauge NY, 11788	Mitel
X	1V00000RWLp7QAH	HUFSD-Bretton Woods Elementary	1 Club Lane Hauppauge NY, 11788	Mitel

X	1V00000RWLpCQAX	HUFSD-Forest Brook Elementary	299 Lilac Lane Smithtown NY, 11787	Mitel
X	3w00000wTZYNAA4	Hauppauge Union Free School District - Admin	495 Hoffman Lane Hauppauge NY, 11788-2836	Mitel

EXHIBIT 2

Acceptable Use Policy (AUP)

The Acceptable Use Policy for the SERVICES (the "Policy" or "AUP") is designed to protect FORERUNNER and its subcontractors, their customers, and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by FORERUNNER. FORERUNNER reserves the right to modify the Policy at any time.

Prohibited uses include:

- Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, and trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
- Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("e-mail spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Forerunner Technologies, Inc. services may not be used to solicit Subscribers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
- Unauthorized use, or forging, of mail header information (e.g. "spoofing").
- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
- Obtaining or attempting to obtain service by any means or component with intent to avoid payment.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Forerunner Technologies, Inc. Subscribers or end-users by any means or component.
- Knowingly engage in any activities that will cause a denial-of-service (e.g., mail bombs) to any Forerunner Technologies, Inc. Subscribers or end-users whether on the network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the Acceptable Use Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using FORERUNNER or its subcontractor's services to interfere with the use of the network by other Subscribers or authorized users.

Subscriber is responsible for the activities of its Subscriber base/representatives or end-users and, by accepting SERVICES from FORERUNNER or its subcontractors, is agreeing to ensure that its representatives or end-users abide by this Policy. Complaints about Subscribers/representatives or end-users of Subscriber will be forwarded to the FORERUNNER Subscriber's postmaster for action. If violations of the AUP occur, FORERUNNER reserves the right to terminate SERVICES with or take action to stop the offending Subscriber from violating the AUP as FORERUNNER deems appropriate, without notice. The then-current version of this AUP may be obtained, upon request, from FORERUNNER.

Please review all of our current rates and rate changes at www.frtinc.com/labor-rates

RIDER

This is a Rider to the Master Service Agreement between the Hauppauge Union Free School District (“the District” or “CUSTOMER”) and Forerunner Technologies, Inc. (“the Contractor” or “FORERUNNER”) with an Initial Term of July 1, 2023 to June 30, 2024 (“the Contract”). Collectively, the Contract and this Rider are referred to as “the Agreement,”

To the extent that the provisions of this Rider and the annexed Data Privacy Agreement are inconsistent with any terms set forth in the Contract, the provisions of this Rider and the annexed Data Privacy Agreement will control.

1. The second sentence of Paragraph 2.1 of the Contract is hereby deleted in its entirety.
2. Section 5 of the Contract, including Paragraph 5.1 of the Contract is hereby deleted in its entirety.
3. Paragraph 8.2 of the Contract is amended to read as follows: “FORERUNNER WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER’S USE OF (OR INABILITY TO USE) OR A THIRD PARTY’S UNAUTHORIZED USE OF THE SYSTEM OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT.”
4. Paragraph 12.1 of the Contract is amended to require the “prior written approval of the CUSTOMER’S representative prior to the travel occurring.”
5. The last sentence of Paragraph 14 of the Contract is hereby deleted in its entirety and replaced with “FORERUNNER is not responsible for any physical damage to COVERED COMPONENTS as a result of the above-listed causes.”
6. Paragraph 15 of the Contract is hereby deleted in its entirety and replaced with: “Neither party may transfer or assign this Agreement to any third party without the express prior written consent of the other party.”
7. Independent Contractor: The Contractor is retained by the District only for the purposes and to the extent set forth in this Agreement. The Contractor’s relation to the District is solely that of an independent contractor during the period of the Contractor’s retention and delivery of Services hereunder.

Neither the Contractor nor any of its employees, shareholders, partners, members, officers, directors, agents, or assigns will be eligible for employee benefits or contributions thereto from the District relative to this Agreement including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance or malpractice insurance. With regard to employees of the Contractor, the Contractor alone is responsible for their work, personal conduct, direction, compensation, and for payment of all employment, income and other taxes in relation thereto.
8. Indemnification: To the fullest extent permitted by law, the Contractor indemnifies and will defend (with counsel selected by the District) and hold harmless the District, its employees, agents,

representatives and members of the Board of Education from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Contractor's Services hereunder, any breach of this Agreement or the Data Privacy Agreement (annexed hereto as Exhibit A) by the Contractor or the action of, or the failure to act by the Contractor, the Contractor's representatives or employees, or anyone for whose acts the Contractor may be liable.

In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from the Contractor pursuant to the provisions of this Paragraph, the District will promptly notify the Contractor of the legal proceeding, claim or demand, and give the Contractor an opportunity to defend and settle same without any cost to the District, and will extend reasonable cooperation to the Contractor in connection with the defense, which will be at the expense of the Contractor. In the event that the Contractor fails to defend the same within 30 calendar days of receipt of the notice, the District will be entitled to assume the defense thereof, and the Contractor will be liable to repay the District for all its expenses reasonably incurred in connection with the defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). The failure of the District to notify the Contractor of a legal proceeding, claim or demand will not relieve the Contractor of any obligation that the Contractor has pursuant to this Paragraph unless and only to the extent that the failure to notify the Contractor materially prejudices the Contractor.

The Contractor agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of the District (which consent will not be unreasonably withheld).

All of the provisions of this Paragraph will survive the expiration or sooner termination of this Agreement.

9. **Required Records:** The Contractor will provide services and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements of the New York State Education Department, the New York State Department of Labor and District policies and procedures in force during the term of this Agreement. All student records and logs will be the property of the District. The Contractor must provide the District with a copy of any reports, tests, evaluations or observations that are prepared in connection with the Services provided by the Contractor pursuant to this Agreement.

10. **Review of Records:** The District will have the right to examine any or all records or accounts maintained by the Contractor in connection with this Agreement.

11. **District's Policies/Authority:** The Contractor certifies that it has reviewed and is familiar with the policies, rules and regulations of the District including, but not limited to, the District's anti-harassment and anti-discrimination policies and regulations and the District's Code of Conduct (collectively, "the Policies"). The Contractor will ensure that its employees, representatives, agents and subcontractors and any other person providing services or present on District property pursuant to this Agreement (collectively, "Contractor's Service Providers") review and become familiar with the Policies. Copies of the Policies are available at <http://www.hauppauge.k12.ny.us/domain/602>. The Contractor agrees that it will comply with the Policies and will cause Contractor's Service Providers to do the same.

THE CONTRACTOR HEREBY CONFIRMS THAT IT HAS IMPLEMENTED A WRITTEN ANTI-SEXUAL HARASSMENT POLICY THAT MEETS OR EXCEEDS THE REQUIREMENTS OF NEW YORK LABOR LAW SECTION 201-G AND THAT ANNUAL TRAINING REGARDING THIS POLICY IS AND WILL BE PROVIDED TO ALL OF ITS EMPLOYEES CONSISTENT WITH LAW.

Any allegation that the Contractor or one of Contractor's Service Providers has been subjected to harassment or discrimination while providing services or while present on District property pursuant to this Agreement must be reported immediately to the Deputy Superintendent (or to the Superintendent if the Deputy Superintendent is the subject of the allegation or concern). The Contractor confirms that it has notified the Contractor's Service Providers of this requirement.

The Contractor will carry out the orders, directions and policies conveyed by the District from time to time either orally or in writing, provided, however, that the Contractor will determine the manner of carrying out the Contractor's professional duties hereunder consistent with the Contractor's status as an independent contractor.

12. **Insurance:** The Contractor will obtain and keep in full force and effect during the term of this Agreement, at the Contractor's sole cost and expense, the following insurance:

- a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate (must include coverage for sexual misconduct). The general aggregate must apply on a per-project basis (where applicable)
\$2,000,000 products and completed operations
\$1,000,000 personal and advertising injury
\$100,000 Fire Damage
\$10,000 Medical expense
- b. **Automobile Liability Insurance**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. **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 person seeking an exemption must file a CE-200 Form with the State.
The form can be completed and submitted directly to the WC Board online.
- d. **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Contractor performed under this Agreement for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for three calendar years following the completion of work.
- e. **Cyber Liability**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional services of the Contractor performed pursuant to the Agreement. If the policy is written on a claims-made basis, the retroactive date must pre-date the inception of the Agreement. Coverage shall remain in effect for three years following the completion of work.

f. **Fidelity and Cyber Crime Insurance**

\$1,000,000 per claim with no aggregate. For dishonest acts of the Contractor's employees including coverage for computer fraud and fund transfer fraud. Covered property must also include the District's property.

g. **Excess Insurance**

\$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis or provide broader coverage over the general liability, automobile liability and professional liability coverages.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the District as an additional insured on the Contractor's insurance policies, with the exception of workers' compensation, N.Y. State disability, and professional and cyber liability. Each policy naming the District as an additional insured must:

- be an insurance policy from an A.M. Best rated "A-" or better insurer, licensed in New York State; and
- state that the Contractor's coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation.

The District must be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance and the certificate must state that the endorsement is being used. At the District's request, the Contractor will provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms.

The Contractor hereby indemnifies and holds harmless the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the Contractor, to the extent not covered by the applicable policy.

If a policy is written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement.

The Contractor acknowledges that failure to obtain the foregoing insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The Contractor must provide the District with proof satisfactory to the District that the above requirements have been met, prior to the commencement of work or use of District facilities. The failure of the District to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the

District. Upon request, the Contractor will provide the District with a copy of the Contractor's applicable insurance policies including any endorsements, modifications, or exclusions thereto.

The District is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"). The Contractor acknowledges that the procurement of that insurance as required herein is intended to benefit not only the District, but also NYSIR as the District's insurer.

13. Safeguarding Information: Neither the Contractor nor the District will use or disclose any information concerning the Services pursuant to this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations.

14. Termination:

A. This Agreement may be terminated by the District "for cause" upon the occurrence of any of the following events:

(1) Immediately upon the District delivering written notice to the Contractor of a breach by the Contractor of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees; or

(2) Immediately upon the Contractor's breach of the Contractor's obligations to provide the required insurance coverage.

B. This Agreement may be terminated, at any time, by the District for convenience upon 30 days' written notice to the Contractor. Upon termination of this Agreement for convenience by the District, the Contractor is entitled to receive all sums due, accrued and unpaid as of the date of termination.

15. Governing Law, Choice of Forum and Waiver of Jury Trial: This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in a New York State Court in Suffolk County, New York. The parties each waive trial by jury in any action concerning this Agreement.

16. No Assignment: In accordance with the provisions of General Municipal Law § 109, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of the Contractor's rights, title, or interest in this Agreement, or the Contractor's power to execute this Agreement to any other person or corporation without the previous consent in writing from the District.

17. Third-Party Beneficiaries: There are no third-party beneficiaries of or in this Agreement, other than NYSIR.

18. Negotiated Agreement: This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it/he/she has full power to execute, deliver and perform this Agreement and has taken all actions required by law, organizational documents or otherwise to authorize the execution and delivery of this Agreement.

19. Iran Divestment Act of 2012: By signing this Agreement, each person and each person

signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant New York State Finance Law § 165-a(3)(b).

20. Security and Protection of Personally Identifiable Information:

A. “District Data” means all information obtained by the Contractor from the District or by the Contractor in connection with the Services provided by the Contractor pursuant to this Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, “District Data” does not include any information made publicly available by the District, except PII from student and personnel data which will be considered “District Data” regardless of whether or not it is made public.

B. “Personally Identifiable Information” or “PII” includes, but is not limited to: (i) a person’s name or address or the names or addresses of a student’s parents or other family members; (ii) any personal identifier (e.g., SSN, student number or biometric record); (iii) indirect identifiers (e.g., date of birth, place of birth, or mother’s maiden name); (iv) other information that alone or in combination is linked or linkable to a specific individual and would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances to identify the individual with reasonable certainty; and (v) any information requested by a person who the District or Contractor reasonably believes knows the identity of the person to whom a record relates.

C. The Contractor represents and warrants that it will comply with all District policies and State, federal and local laws, regulations, rules and requirements related to the confidentiality, security and privacy of District Data.

D. The Contractor represents and warrants that District Data received by the Contractor will be used only to perform Contractor’s obligations pursuant to this Agreement and for no other purpose.

E. The Contractor represents and warrants that it will only collect data from the District or District employees or other End Users (the term “End Users” means the individuals authorized by the District to access and use services provided by the Contractor pursuant to this Agreement) that is necessary to fulfill the Contractor’s duties pursuant to this Agreement.

F. The Parties agree that all rights including all intellectual property rights in and to District Data will remain the exclusive property of the District and that the Contractor has a limited, non-exclusive license to use District Data solely to perform the Services pursuant to this Agreement.

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

H. The Contractor must execute and deliver the Data Privacy Agreement annexed hereto as Exhibit A simultaneously with the execution and delivery of this Agreement.

I. All the provisions of this Paragraph will survive the expiration or sooner

termination of this Agreement.

21. No End User Agreements: In the event that the Consultant requires District employees or other End Users to enter into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, those agreements and/or understandings will be null, void and without effect, and the terms of this Agreement, the Data Privacy Agreement between the parties that is annexed to this Agreement, and any exhibits or riders to this Agreement or the Data Privacy Agreement will apply.

22. Execution: The Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement. The Agreement may be executed by facsimile or PDF signature, each of which will constitute an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have duly executed this Rider.

Hauppauge Union Free School District

By: _____

David M. Barshay
President, Board of Education

Forerunner Technology, Inc.

By: _____

Name: _____

Title: _____



S. H. Sales Mgr

EXHIBIT A

DATA PRIVACY AGREEMENT

**HAUPPAUGE UNION FREE SCHOOL DISTRICT
DATA PRIVACY AGREEMENT**

Between

HAUPPAUGE UNION FREE SCHOOL DISTRICT

And

FORERUNNER TECHNOLOGIES, INC.

This Data Privacy Agreement ("DPA") is by and between the HAUPPAUGE UNION FREE SCHOOL DISTRICT ("the District") and FORERUNNER TECHNOLOGIES, INC. ("the Contractor"), collectively, "the Parties."

ARTICLE I: DEFINITIONS

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

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

6. **Educational Agency:** As defined in Education Law 2-d, a school district, board of cooperative educational services, School, or the New York State Education Department.

7. **Eligible Student:** A student who is eighteen years of age or older.

8. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR § 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.

9. **NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.

10. **Parent:** A parent, legal guardian or person in parental relation to the Student.

11. **Personally Identifiable Information (“PII”):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g , and Teacher or Principal APPR Data, as defined below.

12. **Release:** Has the same meaning as Disclose.

13. **Service Agreement:** The agreement between the District and the Contractor with an Initial Term commencing on July 1, 2023 and ending on June 30, 2024.

14. **Services:** The services provided by the Contractor to the District pursuant to the Service Agreement.

15. **School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.

16. **Student:** Any person attending or seeking to enroll in an Educational Agency.

17. **Student Data:** Personally Identifiable Information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g. Personally Identifiable Information includes, but is not limited to: (i) a person’s name or address or the names or addresses of a Student’s parents or other family members; (ii) any personal identifier (*e.g.*, SSN, student number or biometric record); (iii) indirect identifiers (*e.g.*, date of birth, place of birth, or mother’s maiden name); (iv) other information that alone or in combination is linked or linkable to a specific individual and would

allow a reasonable person in the District community who does not have personal knowledge of the relevant circumstances to identify the individual with reasonable certainty; and (v) any information requested by a person who the District or the Contractor reasonably believes know the identity of the person to whom a record relates.

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

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

ARTICLE II: PRIVACY AND SECURITY OF PII

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

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

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

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

4. **Data Security and Privacy Plan:** The Contractor must adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect District Data in a manner that complies with New York, federal and

local laws, rules and regulations and the District's policies. Education Law § 2-d requires that the Contractor provide the District with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable State, federal and local data security and privacy requirements. The Contractor's Data Security and Privacy Plan is attached to this DPA as Exhibit C and is incorporated into this DPA.

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

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

7. **Access to/Disclosure of District Data:**

- (a) The Contractor agrees that it will limit the Contractor's internal access to and only Disclose PII to the Contractor's officers, employees and Subcontractors who need to access the PII in order to provide the Services and that the disclosure of PII will be limited to the extent necessary to provide the Services pursuant to the Service Agreement. The Contractor must take all actions necessary to ensure that all its officers, employees and Subcontractors comply with the terms of this DPA.
- (b) The Contractor must ensure that each Subcontractor performing functions pursuant to the Service Agreement where the Subcontractor will receive or have access to District Data must be contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) The Contractor must examine the data security and privacy measures of its Subcontractors prior to utilizing the Subcontractor to ensure compliance with this DPA. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, the Contractor must: notify the District

and prevent the Subcontractor's continued access to District Data; and, as applicable, retrieve all District Data received or stored by Subcontractor and/or ensure that District Data has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the Subcontractor compromises PII, the Contractor must follow the Data Breach reporting requirements set forth herein.

- (d) The Contractor will take full responsibility for the acts and omissions of its officers, employees and Subcontractors.
- (e) The Contractor must not Disclose District Data to any other party (a party other than the Contractor's officers or employees or Subcontractors who does not need access to the District Data to provide the Services pursuant to the Service Agreement) without the prior written consent of the District (if necessary, the District will obtain the required consent(s) from third parties) unless the disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify the District of the court order or subpoena in advance of compliance but in any case, provides notice to the District no later than the time the District Data is disclosed, unless such disclosure to the District is expressly prohibited by the statute, court order or subpoena.
- (f) Except as prohibited by law, the Contractor will: (i) immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by the Contractor seeking District Data; (ii) consult with the District regarding the Contractor's response; (iii) cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and (iv) upon the District's request, provide the District with a copy of the Contractor's response.
- (g) Upon the District's request, the Contractor agrees that it will promptly make any District Data held by the Contractor available to the District.

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

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

10. **Data Return and Destruction of Data:**

- (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the District, and the Contractor agrees that it is prohibited

from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing Services to the District, unless such retention is expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties, expressly requested by the District for purposes of facilitating the transfer of PII to the District or expressly required by law. As applicable, upon expiration or termination of the Service Agreement, the Contractor will transfer PII, in a format agreed to by the Parties to the District.

- (b) If applicable, once the transfer of PII has been accomplished in accordance with the District's written election to do so, the Contractor agrees to return or destroy all PII when the purpose that necessitated its receipt by the Contractor has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, or electronic imaging of hard copies) as well as any and all PII maintained on behalf of the Contractor in a secure data center and/or in cloud-based facilities that remain in the possession of the Contractor or its Subcontractors, the Contractor will ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) The Contractor will provide the District with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors.
- (d) To the extent that the Contractor and/or its Subcontractors continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), the Contractor agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

11. **Commercial or Marketing Use Prohibition:** Contractor agrees that it will not sell PII or use or Disclose PII for a Commercial or Marketing Purpose.

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

13. **Storage:** Contractor must store all District Data within the United States of America.

14. Breach:

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

Superintendent of Schools
Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836

Dr. Tim Mearthy
Data Protection Officer
Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836
Email: mccarthyt@hauppauge.k12.ny.us

15. Cooperation with Investigations: Contractor agrees that it will cooperate with the District and law enforcement, where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its' officers, employees or Subcontractors, as related to such investigations, will be the sole responsibility of the Contractor if the Breach is attributable to Contractor or its Subcontractors.

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

ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

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

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

ARTICLE IV: MISCELLANEOUS

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

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

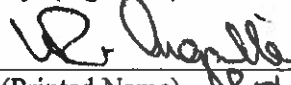
HAUPPAUGE UNION FREE SCHOOL DISTRICT	FORERUNNER TECHNOLOGIES, INC.
By: (Signature)	By: (Signature) 
David Barshay	(Printed Name) Bob Angella
President, Board of Education	(Title) SHB Sales Mgr
Date:	Date: 10/13/2023

EXHIBIT A
Education Law § 2-d Parents' Bill of Rights for Data Privacy and Security

HAUPPAUGE UNION FREE SCHOOL DISTRICT
PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY
Summary of Rights and Information for Parents and Students

The Hauppauge Union Free School District is committed to ensuring the privacy of student personally identifiable information and recognizes that parents (including legal guardians or persons in parental relationships) and eligible students (students 18 years of age and older) are entitled to certain rights with regard to a student's personally identifiable information. To this end, the District is providing the following Parent's Bill of Rights for Data Privacy and Security:

1. A student's personally identifiable information ("PII") cannot be sold or released for any commercial purposes. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR § 99.3 for a more complete definition.
2. Parents and/or eligible students have the right to inspect and review the complete contents of the student's education records stored or maintained by the District. This right may not apply to parents of an eligible student.
3. State and federal laws such as New York Education Law § 2-d, the Commissioner of Education's Regulations at 8 NYCRR Part 121, FERPA, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, and the Individuals with Disabilities Education Act protect the confidentiality of a student's PII.
4. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
5. A complete list of all student data elements collected by the State is available for public review at www.nysed.gov/data-privacy-security/student-data-inventory and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. Parents have the right to have complaints about possible breaches and unauthorized disclosures of PII addressed.
 - (a) Complaints should be submitted to the District at: Dr. Tim McCarthy, District Data Protection Officer, Hauppauge UFSD, P.O. Box 6006, Hauppauge, New York 11788, mccarthyt@hauppauge.k12.ny.us, 631-761-8202.

(b) Complaints may also be submitted to the New York State Education Department at: www.nysed.gov/data-privacy-security/report-improper-disclosure or by contacting the State's Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, privacy@nysed.gov, 518-474-0937.

7. District contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements and will include supplemental information that provides:
 - (a) The exclusive purposes for which student data or teacher or principal data will be used;
 - (b) How the third party contractor will ensure that the subcontractors, persons or entities that the vendor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
 - (c) When the agreement expires and what happens to student data or teacher or principal data upon expiration of the agreement;
 - (d) If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
 - (e) Where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected, including how such data will be encrypted.
8. Parents and/or eligible students have the right to be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
9. District workers who handle PII will receive annual training on applicable federal and State laws, regulations, policies and safeguards which will be in alignment with industry standards and best practices to protect PII.


FORERUNNER TECHNOLOGIES, INC.	
By: (Signature)	
(Printed Name)	Bob Aronke
(Title)	Sales Manager
Date:	10/13/2023

EXHIBIT B
BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

**SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE
PERSONALLY IDENTIFIABLE INFORMATION**

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

FORERUNNER TECHNOLOGIES, INC.	
Term of Service Agreement	<p>Agreement Initial Term Start Date: July 1, 2023 Agreement Initial Term End Date: June 30, 2024 The term will be automatically extended each year unless one party notifies the other of its intent to terminate the Service Agreement pursuant to the terms of the Service Agreement.</p>
Description of the purpose(s) for which Contractor will receive/access/use PII	<p>PII received by the Contractor will be received, accessed and used only to perform the Contractor’s Services pursuant to the Service Agreement with the District.</p> <p>List Purposes:</p>
Type of PII that Contractor will receive/access	<p>Check all that apply:</p> <p><input type="checkbox"/> Student PII</p> <p><input type="checkbox"/> Teacher or Principal APPR Data</p>
Subcontractor Written Agreement Requirement	<p>The Contractor will only share PII with entities or persons authorized by the Service Agreement. The Contractor will not utilize Subcontractors without written contracts that require the Subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Service Agreement.</p> <p>Check applicable option.</p>

	<input checked="" type="checkbox"/> Contractor will utilize Subcontractors.
Data Transition and Secure Destruction	<p>Upon expiration or termination of the Service Agreement, the Contractor will, as directed by the District in writing:</p> <ul style="list-style-type: none"> Securely transfer data to District, or a successor contractor at the District's option and written discretion, in a format agreed to by the parties. Securely delete and destroy data by taking actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by both ordinary and extraordinary means.
Challenges to Data Accuracy	<p>Parents, students, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the District. If a correction to data is deemed necessary, the District will notify the Contractor. The Contractor agrees to facilitate such corrections within 21 calendar days of receiving the District's written request.</p>
Secure Storage and Data Security	<p>The Contractor will store and process District Data in compliance with § 2-d(5) and applicable regulations of the Commissioner of Education, as the same may be amended from time to time, and in accordance with commercial best practices, including appropriate administrative, physical and technical safeguards, to secure district Data from unauthorized access, disclosure, alteration and use. The Contractor will use legally-required, industry standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services pursuant to the Service Agreement. The Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.</p> <p>Please describe where PII will be stored and the security protections taken to ensure PII will be protected and data security and privacy risks mitigated in a manner that does not compromise the security of the data:</p> <p>(a) Storage of Electronic Data (check all that apply):</p> <p><input type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input checked="" type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p>

	<input type="checkbox"/> Other: (b) Storage of Non-Electronic Data: (c) Security Protections:
Encryption	Data will be encrypted while in motion and at rest.

FORERUNNER TECHNOLOGIES, INC.	
By: (Signature)	<i>[Signature]</i>
(Printed Name)	BOB HIGGINS
(Title)	Sr Sales Mgr
Date:	10/13/2023

EXHIBIT C

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

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

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract	We maintain and continuously review our security and privacy policies to ensure protection of sensitive data and systems.
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	RBAC, least privilege access, Multifactor authentication, separation of duties, minimal customer data collection, data encryption
3	Specify how your officers, employees and Subcontractors who have access to PII pursuant to the Service Agreement will receive training on the federal and State laws that govern the confidentiality of PII.	Users who may have access to PII will be briefed about the sensitivity of such data as well as their responsibility to protect it.
4	Outline the processes that ensure that your officers, employees and Subcontractors are bound by written agreement to the requirements of the Service Agreement, at a minimum.	All users must agree to an AUP before accessing our systems.
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the District.	Relevant parties will be informed of any data breaches in a timely manner.

6	Describe how data will be transitioned to the District when no longer needed by you to meet your contractual obligations, if applicable.	Data will be transferred via secure electronic means.
7	Describe your secure destruction practices and how certification will be provided to the District.	Digital records are sanitized using secure overwriting methods. Physical media destroyed by a certified shredding company.
8	Outline how your data security and privacy program/practices align with the District's applicable policies.	Our policies exist to limit and prevent the exposure of PII to unwanted parties.
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	<i>YOU MAY USE TEMPLATE BELOW</i>

EXHIBIT C.1 NIST CSF TABLE

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

Function	Category	Contractor Response
IDENTIFY (ID)	Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	6 - All relevant systems and devices are actively monitored and managed.
	Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions	6 – We evaluate our mission objectives to best determine our cybersecurity strategies.
	Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	6 – Our cybersecurity policies are communicated to all relevant parties in our organization.
	Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	6 – We continuously receive threat and vulnerability information and assess based on likelihood and potential impact to our environment.
	Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are	5 – We are in the process of refining our risk management processes.

	established and used to support operational risk decisions.	
	Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.	6 – We assess vendors to ensure they are trustworthy.
PROJECT (PR)	Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	6 – Access permissions and authorizations are managed following principle of least privilege and RBAC. Multifactor authentication is used. Physical access to assets is protected.
	Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.	6 – Users understand their roles and responsibilities and are regularly educated on relevant threats.
	Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	5 – Data in transit is protected. Implementing controls to encrypt data at rest.
	Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	6 – Policies are in place that dictate roles, processes and procedures necessary for effective management of our information systems and assets. Regularly assessed and updated.
	Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	6 – Regularly scheduled maintenance is performed consistently.

DETECT (DE)	Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	6 – Mechanisms to allow least privilege access and resiliency have been established.
	Anomalies and Events (DE.AE): Anomalous activity is detected and the potential impact of events is understood.	6 – SIEM collects data from multiple sensors which is then analyzed to understand potential risks.
	Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	6 – Physical and digital environments are monitored for suspicious activity and potentially malicious events.
	Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	6 – Event detection processes are regularly tested and improved based on threat feeds.
RESPOND (RS)	Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	6 – Response plan able to be executed in case of an event.
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	6 – Personnel are aware of their roles during an event.
	Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.	6 – Incidents are analyzed to ensure complete response and recovery.
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	6 – Recovery actions are in place to limit the spread of an event and mitigate effects.
RECOVER	Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	6 – Lessons learned are incorporated into updating recovery plans.
	Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	6 – Recovery plans are reviewed and updated as necessary.

(RC)	Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.	6 – Recovery plans are updated based on lessons learned.
	Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	6 – Recovery activities are communicated to relevant parties.



HAUPPAUGE PUBLIC SCHOOLS

*Office of the Assistant Superintendent
Curriculum, Instruction, and Technology*

TO: Board of Education
FROM: Tim McCarthy
SUBJECT: Research for Better Teaching, Inc. Contract/Agreement
DATE: October 16, 2023

The following contract is being submitted for your review and approval:

Provider: Research for Better Teaching, Inc.
Term: 2023 – 2024 School Year
Cost: As indicated in the Contract/Agreement
Service: One 3-day “Foundations in Teaching (FIT) course, delivered by RBT Consultant Reena Freedman over three in-person full days on 1/30/24, 2/27/24 & 4/9/24.
One 3-day “High Expectations Teaching” course, delivered by RBT Consultant Reena Freedman on 1/31/24, 2/28/24 & 4/10/24

TM:pc

A handwritten signature in blue ink, appearing to be 'J. A.', is located in the lower right area of the page.

PROFESSIONAL DEVELOPMENT AGREEMENT

AGREEMENT dated as of 16 2023 between the HAUPPAUGE UNION FREE SCHOOL DISTRICT ("the District"), having its administrative offices at 495 Hoffman Lane, Hauppauge, New York, 11788-2836, and RESEARCH FOR BETTER TEACHING, INC. ("the Consultant"), having an office at One Acton Place, Acton, MA 01720.

In consideration of the mutual covenants and conditions contained in this Agreement, the District and the Consultant hereby agree as follows:

1. **Retention:** The District retains the Consultant and the Consultant agrees to provide the District with the professional development course and related services set forth in Schedule A. All professional development and site-visit days will take place on District premises at a location designated by the District's Assistant Superintendent for Curriculum, Instruction and Technology. The Consultant must furnish each individual providing services with a photo identification badge to be worn at all time while the individual is providing services.
2. **Term:** This Agreement is for services provided from July 1, 2023 to June 30, 2024, unless this Agreement is terminated earlier as herein provided. The Consultant acknowledges that the District is under no obligation to renew this Agreement upon its expiration.
3. **Compensation:** The District will compensate the Consultant at the rate of \$7,000.00 for one 3-day "Foundations in Teaching" (FIT) Course and travel fees. The course will take place in-person, on 1/30/24, 2/27/24, & 4/9/24 as indicated in Schedule A. Materials TBD in Schedule A references "The Skillful Teacher" textbook which is required. The District will purchase "The Skillful Teacher," at a price of \$75.00 each. (quantity will depend on the number of participants.) No additional materials are required. The District will compensate the Consultant at the rate of \$7,000.00 for one 3-day "High Expectations Teaching" Course and travel fees. The course will take place in person, on 1/31/24, 2/28/24 & 4/10/24 as indicated in Schedule A. Payments will be made by the District within 60 calendar days of the District's receipt, review and approval of an invoice (form and substance satisfactory to the District).
4. **Postponement of a Course or Site Visit Day:** If the District postpones a course or site visit day, for any reason, the parties will reschedule the course or site-visit day on a day and at a time mutually agreed to, in writing, by the District's Assistant Superintendent for Curriculum, Instruction and Technology and the Consultant.
5. **Independent Contractor:** The Consultant is retained by the District only for the purposes and to the extent set forth in this Agreement. The Consultant's relation to the District is solely that of an independent contractor during the period of the Consultant's retention and delivery of services hereunder. Neither the Consultant nor any of its employees, shareholders, partners, members, officers, directors, agents, or assigns will be eligible for employee benefits or contributions thereto from the District relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance or malpractice insurance. With regard to employees of the Consultant, the Consultant alone will be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.
6. **Indemnification:** To the fullest extent permitted by law, the Consultant indemnifies and will defend (with counsel selected by the District) and hold harmless the District, its employees, agents, representatives and members of the Board of Education from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Consultant's Services hereunder, any breach of this Agreement by the Consultant, or the action of, or the

failure to act by the Consultant, the Consultant's representatives or employees, or anyone for whose acts the Consultant may be liable.

In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from the Consultant pursuant to the provisions of this Paragraph 6, the District will promptly notify the Consultant of the legal proceeding, claim or demand, and give the Consultant an opportunity to defend and settle same without any cost to the District, and will extend reasonable cooperation to the Consultant in connection with the defense, which will be at the expense of the Consultant. In the event that the Consultant fails to defend the same within 30 calendar days of receipt of the notice, the District will be entitled to assume the defense thereof, and the Consultant will be liable to repay the District for all its expenses reasonably incurred in connection with the defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). The failure of the District to notify the Consultant of a legal proceeding, claim or demand will not relieve the Consultant of any obligation that the Consultant has pursuant to this Paragraph 6 unless and only to the extent that the failure to notify the Consultant materially prejudices the Consultant.

The Consultant agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of the District (which consent will not be unreasonably withheld).

All of the provisions of this Paragraph 6 will survive the expiration or sooner termination of this Agreement.

7. Expenses: The Consultant will pay all expenses incurred in connection with the performance of the Consultant's duties hereunder including, but not limited to, automobile and/or travel expenses.

8. Required Records: The Consultant will provide services and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements of the New York State Education Department, the New York State Department of Labor and District policies and procedures in force during the term of this Agreement.

9. Review of Records: The District will have the right to examine any or all records or accounts maintained by the Consultant in connection with this Agreement.

10. District's Policies/Authority: The Consultant certifies that it has reviewed and is familiar with the policies, rules and regulations of the District including, but not limited to, the District's anti-harassment and anti-discrimination policies and regulations and the District's Code of Conduct (collectively, "the Policies"). The Consultant will ensure that its employees, representatives, agents and subcontractors and any other person providing services or present on District property pursuant to this Agreement (collectively, "Consultant's Service Providers") review and become familiar with the Policies. Copies of the Policies are available at <http://www.hauppauge.k12.ny.us/domain/602>. The Consultant agrees that it will comply with the Policies and will cause Consultant's Service Providers to do the same.

THE CONSULTANT HEREBY CONFIRMS THAT IT HAS IMPLEMENTED A WRITTEN ANTI-SEXUAL HARASSMENT POLICY THAT MEETS OR EXCEEDS THE REQUIREMENTS OF NEW YORK LABOR LAW SECTION 201-G AND THAT ANNUAL TRAINING REGARDING THIS POLICY IS AND WILL BE PROVIDED TO ALL OF ITS EMPLOYEES CONSISTENT WITH LAW.

Any allegation that the Consultant or one of Consultant's Service Providers has been subjected to

harassment or discrimination while providing services or while present on District property pursuant to this Agreement must be reported immediately to the Deputy Superintendent (or to the Superintendent if the Deputy Superintendent is the subject of the allegation or concern). The Consultant confirms that it has notified the Consultant's Service Providers of this requirement.

The Consultant will carry out the orders, directions and policies conveyed by the District from time to time either orally or in writing, provided, however, that the Consultant will determine the manner of carrying out the Consultant's professional duties hereunder consistent with the Consultant's status as an independent contractor.

11. **Insurance:** The Consultant will obtain and keep in full force and effect during the term of this Agreement, at the Consultant's sole cost and expense, the following insurance:

a. **Commercial General Liability Insurance**

\$1,000,000 per occurrence/\$2,000,000 aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

b. **Automobile Liability Insurance**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation (C-105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A person seeking an exemption must file a CE-200 form with the State. The form may be completed and submitted directly online to the Workers Compensation Board.

d. **Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Consultant performed under this Agreement for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for three calendar years following the completion of work.

e. **Excess Insurance**

\$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis or provide broader coverage over the required Commercial General Liability, Automobile Liability, and Professional Errors and Omissions coverages.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Consultant hereby agrees to effectuate the naming of the District as an additional insured on the Consultant's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. Each policy naming the District as an additional insured must:

- be an insurance policy from an A.M. Best rated "A-" or better insurer, licensed in New York State; and
- state that the Consultant's coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers' Compensation.

The District must be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance and the certificate must state that the endorsement is being used. The certificate of insurance must describe the specific services provided by the Consultant (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy. At the District's request, the Consultant will provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Consultant will provide a copy of the policy endorsements and forms.

The Consultant hereby indemnifies and holds harmless the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the Consultant, to the extent not covered by the applicable policy.

If a policy is written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement.

The Consultant acknowledges that failure to obtain the foregoing insurance on behalf of the District constitutes a material breach of contract and subjects the Consultant to liability for damages, indemnification and all legal remedies available to the District. The Consultant must provide the District with proof satisfactory to the District that the above requirements have been met, prior to the commencement of work or use of District facilities. The failure of the District to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the District. Upon request, the Consultant will provide the District with a copy of the Consultant's applicable insurance policies including any endorsements, modifications, or exclusions thereto.

If the Consultant contracts with any others to provide Services pursuant to this Agreement, then the contracts between the Consultant and such other parties must meet all requirements set forth in this Paragraph 10. The Consultant must deliver to the District adequate proof of insurance for each other party prior to allowing such party to perform Services pursuant to this Agreement. The District must be listed as an additional insured on the insurance policies of such other parties by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the District.

If the Consultant utilizes third parties to provide Services pursuant to this Agreement, then the Consultant must provide verification that all insurance coverages extend to the third parties. If the third parties are required to provide their own Professional Errors and Omissions coverage, proof of this coverage must be provided by the Consultant to the District.

The District is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"). The Consultant acknowledges that the procurement of that insurance as required herein is intended to benefit not only the District, but also NYSIR as the District's insurer.

The District, in its sole discretion, may waive one or more of the requirements set forth in this paragraph. A waiver must be in writing and signed by an authorized representative of the District.

12. Safeguarding Information: Neither the Consultant nor the District will use or disclose any information concerning the services pursuant to this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations.

13. Termination:

A. This Agreement may be terminated by the District "for cause" upon the occurrence of any of the following events:

(1) Immediately upon the District delivering written notice to the Consultant of a breach by the Consultant of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(2) Immediately upon the Consultant's breach of the Consultant's obligations to provide the insurance coverage set forth in Paragraph 11;

(3) Immediately upon the Consultant's breach of any of the Consultant's obligations pursuant to, or violation of, any applicable State or federal law or regulation; or

(4) Fifteen calendar days after the Consultant has received written notice from the District that the Consultant has breached any of the Consultant's other obligations hereunder unless, within the 15 calendar day period, the Consultant cures the breach to the District's satisfaction.

Upon termination of this Agreement "for cause," the Consultant is not entitled to any further payments hereunder.

B. This Agreement may be terminated, at any time, by the District for convenience upon 30 calendar days' written notice to the Consultant. Upon termination of this Agreement for convenience by the District, the Consultant is entitled to receive all sums due, accrued and unpaid as of the date of termination.

C. This Agreement may be terminated by the Consultant for cause 15 calendar days after the District has received written notice from the Consultant that the District has breached its payment obligations hereunder unless, within the 15 calendar day period, the District cures the breach by payment.

14. Notices: Any notices required or permitted to be given pursuant to the terms of this Agreement must be in writing and either personally delivered or sent by nationally recognized overnight carrier to the parties at the following addresses:

To the Consultant:

Research for Better Teaching, Inc.
One Acton Place
Acton, MA 01720

To the District:

Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836
Attention: Assistant Superintendent for
Business and Operations

With a copy to:

Lamb & Barnosky, LLP
534 Broadhollow Road, Suite 210
P.O. Box 9034
Melville, New York 11747
Attention: Eugene R. Barnosky, Esq.

If the notice is personally delivered, it will be deemed delivered upon receipt and if sent by nationally recognized overnight carrier, it will be deemed delivered 1 day after it is sent.

15. Entire Agreement: This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties.

16. Modification: This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

17. Governing Law, Choice of Forum and Waiver of Jury Trial: This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of law's provisions thereof. Any dispute arising under this Agreement will be litigated in a New York State Court in Suffolk County, New York. The parties each waive trial by jury in any action concerning this Agreement.

18. No Assignment: In accordance with the provisions of General Municipal Law § 109, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of the Consultant's rights, title, or interest in this Agreement, or the Consultant's power to execute this Agreement to any other person or corporation without the previous consent in writing from the District.

19. Third-Party Beneficiaries: There are no third-party beneficiaries of or in this Agreement, other than NYSIR.

20. Negotiated Agreement: This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it/he/she has full power to execute, deliver and perform this Agreement and has taken all actions required by law, organizational documents or otherwise to authorize the execution and delivery of this Agreement.

21. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant New York State Finance Law § 165-a(3)(b).

22. No End User Agreements: In the event that the Consultant enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with District employees or other End Users, those agreements and understandings will be null, void and without effect, and the terms of the Agreement will apply.

23. Execution: The Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement. The Agreement may be executed by facsimile or PDF

signature, each of which will constitute an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the latter date that appears below.

HAUPPAUGE UNION FREE SCHOOL DISTRICT

By: _____

Name: Dave Barshay

President, Board of Education Date: _____

RESEACH FOR BETTER TEACHING INC.

By: _____

Name: Tiffany L'Ecyer

Title: VP of Finance and Operations

Date: _____

10/16/2023

Schedule A



October 4, 2023

Contract No. 24-233-235

Research for Better Teaching, Inc. agrees to provide the following services to Hauppauge School District during the 2023-2024 fiscal year:

One 3-day "Foundations in Teaching (FIT)" course is to be delivered by RBT Consultant Reena Freedman over three in-person full-days on 1/30, 2/27, and 4/9/2024.

Course + Travel fee = \$7,000

"The Skillful Teacher 7th Ed." book, \$75 per book: TBD

One 3-day "High Expectations Teaching" course is to be delivered by RBT Consultant Reena Freedman on 1/31, 2/28, and 4/10/2024.

Course + Travel fee = \$7,000

"High Expectations Teaching" book, \$75 per book: TBD

A signed agreement or purchase order is required before the work can begin. Signed agreements and purchase orders can be emailed to accounting@RBTeach.com.

Research for Better Teaching, Inc. will invoice Hauppauge School District as materials and services are delivered. We invoice on the 15th and last day of the month.

PROJECTED BILLING SCHEDULE

January 31, 2024 (Materials)	TBD
January 31, 2024 (Course)	\$4,667
February 29, 2024	\$4,667
April 15, 2024	\$4,666
TOTAL	\$14,000

Purchase Order Number

Authorized Representative
Hauppauge School District

Tiffany L'Ecuier

Tiffany L'Ecuier
VP of Finance & Operations
lecuyer@rbteach.com | 978-274-0492

2023-2024		
Prior Year Data (2022-2023)	TAX CAP CALCULATION	
	2022-2023 Tax Levy	\$ 91,180,127
	X Tax Base Growth Factor (TBD by ORPS)	1.0025
		\$ 91,408,077
	+ 2022-2023 PILOT	8,000,000
		\$ 99,408,077
	- Tort Judgements > 5% of 2022-23 levy	-
	Capital Tax Levy 2022-2023 (capital + debt service - building aid)	\$ 1,164,489
	2022-2023 DEBT SERVICE PRINCIPAL (BONDS)	\$ 2,766,262
	2022-2023 DEBT SERVICE INTEREST (BONDS)	\$ 649,780
	2022-2023 BOND PREMIUM REMAINING	
	2022-2023 DEBT SERVICE FUNDS REMAINING	\$ (25,500)
	2022-2023 CAPITAL PROJECTS	\$ 291,402
	2022-2023 EXCEL PROJECTS	\$ -
	2022-2023 BUILDING AID (GENERAL)	\$ (2,517,455)
	2022-2023 BUILDING AID (EXCEL)	\$ -
		\$98,243,588
Future Year Data (Projections) 2023-2024	x Allowable Levy Growth Factor	1.0200
	- 2023-2024 PILOT	8,000,000
	Tax Levy Limit	\$ 92,208,460
	2023-2024 Capital Tax Levy Exemptions (capital tax levy, pension cost increases above 2% & court orders)	\$ 1,314,072
	2023-2024 DEBT SERVICE PRINCIPAL (BONDS)	\$ 3,434,625
	2023-2024 DEBT SERVICE INTEREST (BONDS)	
	2023-2024 TAN PREMIUM	
	2023-2024 BOND PREMIUM REMAINING	\$ (25,500)
	2023-2024 CAPITAL PROJECTS	\$ 291,402
	2023-2024 EXCEL PROJECTS	\$ -
	2023-2024 BUILDING AID (GENERAL)	\$ (2,386,455)
	2023-2024 BUILDING AID (EXCEL)	\$ -
	2023-2024 PENSION COSTS (TRS)	\$ -
	Total Allowable Levy to support proposed budget	\$ 93,522,532

RESOLUTION ADOPTING

DUAL TAX RATE FOR 2023/24 FISCAL YEAR

WHEREAS, Sections 1903 and 1903-a of the Real Property Tax Law (RPTL) authorize school districts to establish homestead and non-homestead school tax rates where such a school district is (a) located in more than one town and (b) one-fifth or more of the parcels located in the school district are within a town which is an approved assessing unit and which has enacted a local law adopting the dual tax rate provisions of RPTL Section 1903;

WHEREAS, Hauppauge Union Free School District is located within both the Towns of Smithtown and Islip, and Islip is an approved assessing unit which has adopted a homestead class tax rate and a non-homestead class tax rate pursuant to the provisions of RPTL Section 1903;

WHEREAS, at least one-fifth of the parcels located within Hauppauge Union Free School District are within the Town of Islip;

WHEREAS, by virtue of the foregoing, Hauppauge Union Free School District may establish homestead and non-homestead school tax rates uniformly throughout the District; and

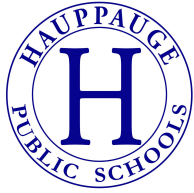
WHEREAS, the Board of Education has in past years established homestead and non-homestead school tax rates; and

WHEREAS, the Board of Education, after due deliberation, believes it in the best interest of the District to continue to adopt homestead and non-homestead school tax rates;

NOW, THEREFORE, upon recommendation of the Superintendent of Schools, it is

RESOLVED that pursuant to the provisions of Sections 1903 and 1903-a of the Real Property Tax Law, a homestead class tax rate and a non-homestead class tax rate are hereby adopted for purposes of school taxes levied for fiscal year 2023/24 and it is further

RESOLVED, that for purposes of computing such tax rates, the adjusted school district homestead proportion shall be 50.6643% and the adjusted school district non-homestead proportion shall be 49.3357%.



HAUPPAUGE PUBLIC SCHOOLS

495 Hoffman Lane
P.O. Box 6006
Hauppauge, New York 11788

7.3. F

MEMORANDUM

To: Dr. Donald B. Murphy, Superintendent of Schools

From: Brigid Siena 

Re: Transfer to Reserve Funds

Date: October 17, 2023

The fund balance is reviewed as we wrap up the 2022-2023 annual external audit, and transfers are recommended to reserve funds as appropriate. We've ended the year at roughly \$1.1M (compared to \$4.1M last year). On the Board agenda, we recommend the following transfers take place:

Reserve for Retirement (TRS)	\$ 947,918.00
Capital Reserve Fund II	\$ 221,883.84

J.C. Broderick & Associates, Inc.

Environmental / Construction Consulting & Testing



October 13, 2023

Mr. Glenn Holm
Hauppauge Union Free School District
Administration Building
495 Hoffman Lane
Hauppauge New York 11788

Re: SEQRA Review and Determination for the 2023 Bond Project Scope at the Following District Buildings:

**Sites: Hauppauge High School
Hauppauge Middle School
Forest Brook Elementary School
Bretton Woods Elementary School
The Pines Elementary School**

JCB#: 23-55316

Dear Mr. Holm:

J.C. Broderick & Associates, Inc. (JCB) performed a New York State Environmental Quality Review Act (SEQRA) review of the proposed scope of work for the Capital Bond Projects for the Hauppauge Union Free School District ("District"). The proposed scope of work was described and provided to JCB by the District in a Table (Initial Projects List for 2023 Proposed Bond - FINAL DRAFT) and is included as an attachment. The provided Capital Bond Projects described scope of work were reviewed and found to meet the actions identified in NYCRR Part 617.5(c)(1), (2), (8), (10), and (31). Therefore, it is our opinion that the scope of work described as Initial Projects List for 2023 Proposed Bond - FINAL DRAFT, as a whole are categorized as Type II Actions under 6 NYCRR Part 617.5 that have no significant impact on the environment and require no further review under SEQRA.

The New York State Parks, Recreation and Historic Preservation Law, Section 14.09, requires State agencies to consult with the commissioner if it appears that any project which is being planned may or will cause any change, beneficial or adverse, in the quality of any historic, architectural, archeological or cultural property that is listed on the National Register of Historic Places or property listed on the State Register of Historic Places or that is determined by the commissioner to be eligible for listing on the State Register of Historic Places. It requires State agencies, to the fullest extent practicable, consistent with other provisions of the law, to avoid or mitigate adverse impacts to such properties, to fully explore all feasible and prudent alternatives and to give due consideration to feasible and prudent plans which would avoid or mitigate adverse impacts to such property.

The New York State Office of Parks, Recreation and Historic Preservation (OPRHP) and the New York State Education Department (SED) have signed a Letter of Resolution (Designation of Exemptions), SED MOU #:017-053, dated November 13, 2017 for the purpose of expediting the review of projects in accordance with Article 14; Section 14.09 of the New York State Parks, Recreation and Historic

October 13, 2023

Mr. Glenn Holm of Hauppauge UFSD

SEORA Review and Determination for the 2023 Bond Project Scope at the Following District Buildings:

Hauppauge High School

Hauppauge Middle School

Forest Brook Elementary School

Bretton Woods Elementary School

Pines Elementary School

JCB#: 23-55316

Preservation Law. The Letter of Resolution allows a District's licensed professional to determine if a scope of work will have an impact on the character of historic resources based upon previous submissions or the age and design of the building. The Letter of Resolution also lists specific project scope of works (MOU Attachment 1) that were commonly submitted to OPRHP that are now considered exempt from the review.

The following is a summary of the status of each school building associated with the above referenced Projects.

- Hauppauge High School - This building is greater than 50-years old and has been previously determined to be "Not Eligible" for inclusion in the State or National Register of Historic Places. The SED Letter of Resolution states for not eligible buildings greater than 50-years old, "where the project involves site work or any other activity that will lead to ground disturbance, those portions of the project shall be submitted for OPRHP's review of possible impacts to archeological resources." As such, the scope of work highlighted in green on Table No.:1 are exempt from further OPRHP review.

A portion of the proposed scope of work does include site work or ground disturbance; however, is consistent with the Letter of Resolution Attachment 1, Section I – Site Work "Repaving/resurfacing of existing paved areas, e.g., school yards, parking areas, sidewalks, tennis courts, outdoor basketball courts where the proposed work does not exceed the depth of previous undisturbed soil." As such, the scope of work highlighted in yellow on Table No.:1 are exempt from further OPRHP review.

A portion of the proposed scope of work does include site work or ground disturbance that is not consistent with the Letter of Resolution. As such, the scope of work highlighted in red on Table No.:1 was submitted to OPRHP for review. On September 29, 2023, OPRHP concluded that the project will cause no impact to the archaeological and/or historical resources of the site. The OPRHP letter is attached.

- Hauppauge Middle School - This building is greater than 50-years old and has been previously determined to be "Not Eligible" for inclusion in the State or National Register of Historic Places. The SED Letter of Resolution states for not eligible buildings greater than 50-years old, "where the project involves site work or any other activity that will lead to ground disturbance, those portions of the project shall be submitted for OPRHP's review of possible impacts to archeological resources." As such, the scope of work highlighted in green on Table No.:2 are exempt from further OPRHP review.

A portion of the proposed scope of work does include site work or ground disturbance; however, is consistent with the Letter of Resolution Attachment 1, Section I – Site Work "Repaving/resurfacing of existing paved areas, e.g., school yards, parking areas, sidewalks, tennis courts, outdoor basketball courts where the proposed work does not exceed the depth of previous undisturbed soil." As such, the scope of work highlighted in yellow on Table No.:2 are exempt from further OPRHP review.

A portion of the proposed scope of work does include site work or ground disturbance that is not consistent with the Letter of Resolution. As such, the scope of work highlighted in red on Table No.:2 was submitted to OPRHP for review. On September 29, 2023, OPRHP concluded that the

October 13, 2023

Mr. Glenn Holm of Hauppauge UFSD

SEQRA Review and Determination for the 2023 Bond Project Scope at the Following District Buildings:

Hauppauge High School

Hauppauge Middle School

Forest Brook Elementary School

Bretton Woods Elementary School

Pines Elementary School

JCB#: 23-55316

project will cause no impact to the archaeological and/or historical resources of the site. The OPRHP letter is attached.

- Forest Brook Elementary School - This building is greater than 50-years old and has been previously determined to be “Not Eligible” for inclusion in the State or National Register of Historic Places. The SED Letter of Resolution states for not eligible buildings greater than 50-years old, “where the project involves site work or any other activity that will lead to ground disturbance, those portions of the project shall be submitted for OPRHP's review of possible impacts to archeological resources.” As such, the scope of work highlighted in green on Table No.:3 are exempt from further OPRHP review.

A portion of the proposed scope of work does include site work or ground disturbance; however, is consistent with the Letter of Resolution Attachment 1, Section I – Site Work “Repaving/resurfacing of existing paved areas, e.g., school yards, parking areas, sidewalks, tennis courts, outdoor basketball courts where the proposed work does not exceed the depth of previous undisturbed soil.” As such, the scope of work highlighted in yellow on Table No.:3 are exempt from further OPRHP review.

- Bretton Woods Elementary School - This building is greater than 50-years old and has been previously determined to be “Not Eligible” for inclusion in the State or National Register of Historic Places. The SED Letter of Resolution states for not eligible buildings greater than 50-years old, “where the project involves site work or any other activity that will lead to ground disturbance, those portions of the project shall be submitted for OPRHP's review of possible impacts to archeological resources.” As such, the scope of work highlighted in green on Table No.:4 are exempt from further OPRHP review.

A portion of the proposed scope of work does include site work or ground disturbance; however, is consistent with the Letter of Resolution Attachment 1, Section I – Site Work “Repaving/resurfacing of existing paved areas, e.g., school yards, parking areas, sidewalks, tennis courts, outdoor basketball courts where the proposed work does not exceed the depth of previous undisturbed soil.” As such, the scope of work highlighted in yellow on Table No.:4 are exempt from further OPRHP review.

- The Pines Elementary School - This building is greater than 50-years old and has been previously determined to be “Not Eligible” for inclusion in the State or National Register of Historic Places. The SED Letter of Resolution states for not eligible buildings greater than 50-years old, “where the project involves site work or any other activity that will lead to ground disturbance, those portions of the project shall be submitted for OPRHP's review of possible impacts to archeological resources.” As such, the scope of work highlighted in green on Table No.:5 are exempt from further OPRHP review.

A portion of the proposed scope of work does include site work or ground disturbance; however, is consistent with the Letter of Resolution Attachment 1, Section I – Site Work “Repaving/resurfacing of existing paved areas, e.g., school yards, parking areas, sidewalks, tennis

October 13, 2023

Mr. Glenn Holm of Hauppauge UFSD

SEQRA Review and Determination for the 2023 Bond Project Scope at the Following District Buildings:

Hauppauge High School

Hauppauge Middle School

Forest Brook Elementary School

Bretton Woods Elementary School

Pines Elementary School

JCB#: 23-55316

courts, outdoor basketball courts where the proposed work does not exceed the depth of previous undisturbed soil.” As such, the scope of work highlighted in yellow on Table No.:5 are exempt from further OPRHP review.

The following project information is included in the attachments of this document.

Attachment No.: 1 – Hauppauge High School

Attachment No.: 2 – Hauppauge Middle School

Attachment No.: 3 – Forest Brook Elementary School

Attachment No.: 4 – Bretton Woods Elementary School

Attachment No.: 5 – The Pines Elementary School

If there are any questions, or if additional information is needed, please feel free to contact our office.

Sincerely,

J.C. Broderick & Associates, Inc.

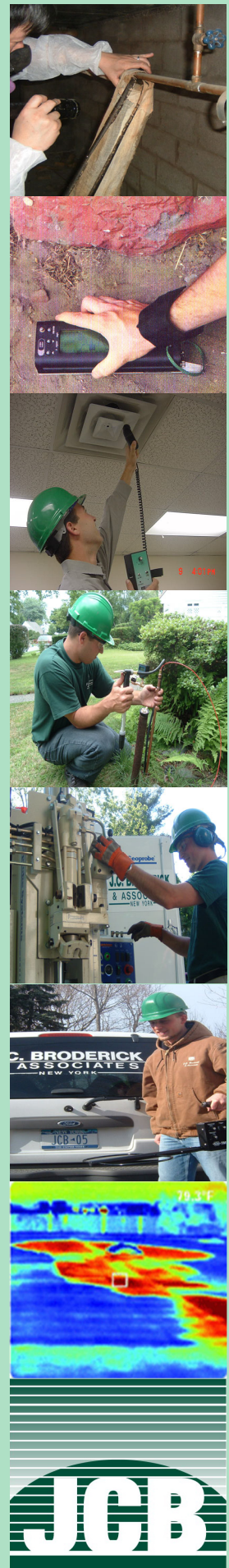


Steven Muller, P.G.

Director, Subsurface Division

**Attachment No.: 1
Hauppauge High School**

J.C. Broderick & Associates, Inc.
Environmental Consulting & Testing
1775 Expressway Drive, North
Hauppauge, New York 11788
631.584.5492 fax 631.584.3395





THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Office of Facilities Planning, 89 Washington Avenue, Room 360 Education Building Annex, Albany, NY 12234
Tel. (518) 474-3906
Email: emscfp@nysed.gov
www.p12.nysed.gov/facplan/

**NYS Office of Parks, Recreation, and Historic Preservation
Project Review Exemption Based on the
Letter of Resolution**

District:	Hauppauge Union Free School District	Date:	
Building:	Hauppauge High School	Firm:	
Building Address:	500 Lincoln Boulevard Hauppauge, New York 11788	Firm Address:	

[illegible]

In Accordance with the Letter of Resolution (LOR) between the New York State Education Department (SED), and the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP), this project is **exempt** from OPRHP review based on the following:

- ☐ The Building is less than 50 years old at the time of project initiation and it is not the work of a recognized Master Architect, Designer, or Builder, or associated with persons or events significant in the history of the State of New York

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OHRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

- ☒ This Building is 50 years old or older. The entire building has been previously evaluated by OPRHP and found not to meet the criteria for inclusion in the State and National Register. (**NOTE: Attach previous determination from OPRHP stating the entire building does not meet criteria.**)

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OHRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

- ☐ The project work on this building falls under Appendix A of the LOR, has been designed in accordance with the LOR, certain scope of work items have been submitted to OPRHP for review and approval if required by the LOR, and therefore the project will have little or no potential impact on the character of historic resources. (**NOTE: Attach copy of transmittal submitting portions of work to OPRHP if required.**)

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OHRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

CERTIFICATION:

- ☒ The undersigned licensed professional hereby certifies that the work of this project is exempt from OPRHP review for historic resources based on the above selections.

Signature

License Number

Print Name

10305.001197: Building - Not Eligible

Hauppauge High School

500 Lincoln Blvd, Hauppauge NY 11788

Criteria Spatial

1. Navigate to your location

Option A: Zoom to location

Select County...

Option B: Find an address

500 Lincoln Boulevard

2. Define or refine your search

Click a button below to refine your search

Pa

3. Generate a search

Generate a search

Overview

Inventory Data

NR Status (0)

MCDs (1)

Children (0)

Determinations (0)

Photos (6)

Atts. (1)

Agmts. (0)

Projects (0)

Surveys (0)

Submitted (3)

Type: Building

Classification: Building

Parent USN:

Is Contributing:

Is Demolished:

Is in a Certified District:

Is a National Historic Landmark:

Is State Board Approved:

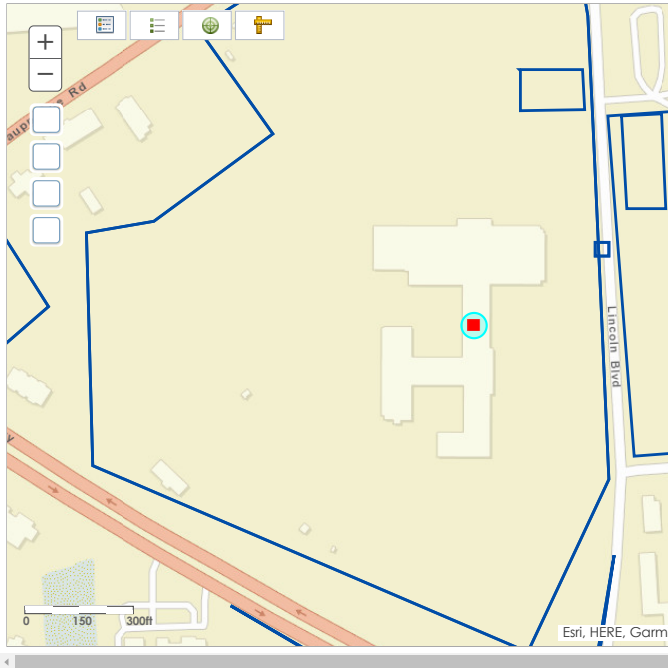
Is State Register Listed:



Eligibility: Not Eligible

Notes:

County	MCD
Suffolk	ISLIP (Town)



Search

Reset



**New York State
Parks, Recreation and
Historic Preservation**

KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

September 29, 2023

Steven Muller
Director
J.C. Broderick & Associates, Inc.
1775 Expressway Drive North
Hauppauge, NY 11788

Re: SED
Hauppauge UFSD - High School Athletic Field Improvements
500 Lincoln Blvd, Hauppauge, NY 11788
23PR08183

Dear Steven Muller:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

R. Daniel Mackay

Deputy Commissioner for Historic Preservation
Division for Historic Preservation

rev: T. Lloyd

Table No.:1

Hauppauge Union Free School District								
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT								BBS
Selected Priorities 1 & 2								
Hauppauge High School								Updated: 9/21/2023 per 9/19 BoE Meeting Updated: 10/6/2023 from 9/28/23 District Meeting Updated: Final Version, per 10/12/23 District Meeting
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments
1	41	\$		Repair gas odor issues at the third floor south end above the courtyard and near rooms 233/235.	X			
1	87	\$		Provide a natural gas leak detection system in the boiler room.	X			
1	88.1	\$		Provide mechanical fresh air for the Speech Pathologist's office inside Room 232.	X			
1	88.2	\$		Repair the non-operating H&V unit in the basement storage room.	X			
1	88.3	\$		Provide a centralized dehumidification system in the Music Wing.	X			
1	88.4	\$		Add ventilation to the Gym area which gets hot.	X			
1	88.5	\$		Provide mechanical ventilation for the Principal's office.	X			
1	90	\$		Repair chilled water piping insulation in the gym lobby ceiling.	X			5/15/23 - General Fund?
1	93.1	\$		Repair cross connect at bathroom that gets hot water to toilets.	X			5/15/23 - General Fund?
1	94.2	\$		Clear the backed up floor drain in the boiler room. Item Completed on a Local basis.	X			5/15/23 - Goes to \$0; Completed on a Local basis. Was: \$5,000.
1	96	\$		Ensure that 140°F hot water is provided to the kitchen area and 110°F water to the student sinks, and correct as required.	X			5/15/23 - Costed to \$0; moved to Excess School Lunch Fund; was \$50,000.
1	97.1	\$		Provide a vacuum breaker on the slop sink by the auditorium to prevent back siphonage. Completed on a Local basis.	X			5/1/23 - Goes to \$0; Completed on a Local basis. Was: \$2,500.
1	102	\$		Replace missing light fixture lenses to restrict access to lamps.	X			5/15/23 - General Fund?
1	103	\$		Provide additional emergency lighting in hallway areas.	X			5/15/23 - Possibly assign to B&G?
1	107	\$		Provide additional PA speakers in the Auditorium, Music rooms, front circle and court yard for proper coverage.	X			
1	116	\$		Provide a portable vertical wheelchair lift to access the stage at the Auditorium.	X			
2	46	\$		Provide drainage structures at northwest corner & maintenance area.	X			
2	66	\$		Majority of brick veneer is in good condition; some cracking does exist at the rear of the building. Seven of the brick pavers along both sides of the auditorium are in need of remedial repair. Cracks at the S/E corner of the building outside room 2011, outside the stair tower adjacent to room 268 and along the upper wall of the gymnasium.	X			
2	70	\$		Replace deteriorated slabs/stairs at west end of building.	X			
2	75	\$		Concrete walls above weight room require remedial repairs to patch localized cracking, District has expressed the desire to expand existing weight room.	X			
2	75	\$		Conduct interior renovations to both locker rooms adjoining pool (\$776K).	X			
2	75	\$		Conduct TV Studio & pre-production classroom renovations (\$656K).	X			
2	75	\$		Construct north end security vestibule station (\$675K).	X			
2	75	\$		Renovate CR 342 into Science Research Room (\$400K).	X			
2	79	\$		Recommend replacement of original wood floor at main gym. Approx. 18,144 sf. - August, 2023 NYSIR Claim; done in Sept. 2023.	X			9/12/23 - Item to \$0; August, 2023 NYSIR claim (HS Roof project). Was \$762,000. Item removed 9/11/23.
2	85	\$		Replace the older pool filtration system. Also conduct remedial water repair to alleviate slaking concrete.	X			
2	87	\$		Provide a chimney cap on the boiler room chimney.	X			

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Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments
2	88	\$		Provide a commercial dehumidification system in the weight room and the wrestling room.	X			
2	88.1	\$		Upgrade the ventilation in the Kitchen area.	X			5/15/23 - Costed to \$0; moved to Excess School Lunch Fund; was \$25,000
2	89	\$		Provide air conditioning or ventilation in rooms 380 and 381.	X			
2	91	\$		Insulate the condensing ductwork in the basement storage area from the Carrier HVAC unit.	X			
2	97	\$		Provide a new three compartment sink in the Kitchen.	X			5/15/23 - Costed to \$0; moved to Excess School Lunch Fund; was \$15,000.
2	102.1	\$		Provide additional exterior security lighting in the rear of the building, the front drop-off area and the staff parking lot.	X			5/15/23 - Poss. assign to B&G?
2	102.2	\$		Add additional lighting in stair towers.	X			5/15/23 - Goes to \$0; District assigns item to EPC Was \$50,000.
2	102.3	\$		Provide solar security lighting out by the fields as discussed.	X			
2	102.5	\$		Provide exterior sports lighting to proposed deck hockey area.	X			
2	104	\$		Replace the non-functional Caterpillar 300 kw diesel generator in the basement to restore to operation.		X		5/15/23 - Item removed to reduce total bond cost to under \$60M. Was: \$600,000. 9/11/23 - Item retained as B List item.
2	107.1	\$		Add CCTV Security Cameras to the stairwell areas.	X			9/12/23 - Item eliminated by District.. Was \$150,000.
2	107.2	\$		Add card access to two courtyard doors.	X			
2	107.4	\$		Provide (30) additional CCTV Security Cameras for proper coverage.	X			
2	107.6	\$		Replace the maxed out door access control system with a new system including door ajar alarms at all exterior doors.	X			
2	107.7	\$		Add vaping sensors to all large student bathrooms (16 locations).	X			10/5/23 - Item eliminated by District after their 10/4/23 building principal's review. Was \$80,000. Cost added to Pines Item 55.1
2	107.8	\$		Provide student ID scanners on all large student bathrooms as discussed.	X			
2	107.9	\$		Add CCTV Security cameras by the athletic fields.	X			
2	115	\$		Handicapped toilet facilities – currently, the District has 2 HC toilets for boys & 3 for girls at 1st floor, and 2 for boys & 2 for girls at 2nd floor. We recommend updating remaining 1st & 2nd floor at localized locations, and at 3rd floor of the building to adequately cover the total 382,240 SF of building footprint.	X			5/15/23 - Item was originally \$2,700,000. Scope reduced by \$640,000; goes down to \$2,060,000.
3 2	55	\$		South parking lot asphalt replacement is needed; recommend a reconfiguration to improve traffic flow at bus loop. Estimate does not include any traffic signal modifications. Rear (west) service parking lot should also be improved. Consideration should also be given to improving H/C parking lot adjoining auditorium. 160,000 sf of asphalt affected. In addition, north parking lot requires crack repairs, sealcoating & restriping and safety & ADA improvements. Cost also includes new entrance swing gates at (5) locations on Lincoln Blvd.	X			5/15/23 - North lot repairs were added on 1/27/23; Cost increased from \$1,758,000 to \$2,368,000 - \$1,758,000 dollar amount being maintained by District. North Lot work (\$610,000) to be discussed (alternate funding?)
3 2	56	\$		We recommend replacement of existing deteriorating concrete sidewalks at south sidewalk at rear; S/E sidewalk connecting to south lot; remaining original sidewalk at front of building, serving H/C parking lot and at north side of building (12,200 sf) and 25% of localized existing concrete curbing.	X			
3 2	82.1	\$		We recommend full replacement of all original, corridor-based interior doors & hardware, all in varying stages of delamination & hardware fatigue. New hardware to be ADA compliant lever style, utilizing intruder function hardware. Affects 253 single doors, 83 pairs of doors and 10 locations of reverse swing construction, carried over 3 floors (\$1,894,000). Also, replace original cafeteria serving line fire shutter & tie to F/A system (\$60,000).	X			
3 2	82.2	\$		Additional request for wireless access control to corridor-based interior doors would increase cost by \$1,195,000.	X			
3 2	86	\$		During interview, District custodial staff indicated that existing interior gym bleachers are malfunctioning on a frequent basis, not opening & closing easily, running off track. Due to age, and frequently of use, they are fatigued & in need of replacement. August, 2023 - District purchasing	X			August 2023 - District purchasing new bleachers via P/O to follow up new gym floor? Item removed on 9/11/23.

Table No.:1

Hauppauge Union Free School District									
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT								BBS	
Selected Priorities 1 & 2									
								Updated: 9/21/2023 per 9/19 BoE Meeting Updated: 10/6/2023 from 9/28/23 District Meeting	
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments	
3 2	89.1	\$		Provide air conditioning in the large Gym.	X				
3 2	89.2			Provide air conditioning in the Auxiliary Gym.		X		5/15/23 - Item removed (one lg space per) "Put back in if funds allow " 9/11/23 - Item retained as a B List Item.	
3 2	93.3	\$		Install irrigation booster pump to improve irrigation coverage.	X				
4 2	60	\$		District would like to construct (1) exterior security booths & 4 associated access gates to better control incoming & outgoing traffic at egress points off of Lincoln Boulevard.	X			5/15/23 - Goes to (1) Security Booth, and (4) gates. Was: \$785,000; reduced to \$375,000 via 4/19/23 e-mail..	
3 2	90	\$		Add heating system isolation valves for emergency/routine repairs.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/11/23 - Raised to a P2 item, but goes B List.	
3 2	93.2	\$		Add plumbing isolation valve for emergency and routine service.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/11/23 - Raised to a P2 item, but goes B List.	
3 2	105	\$		Replace the older fire alarm system with a fully ADA-compliant system, including adding exterior strobe units.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/11/23 - Raised to a P2 item, but goes B List.	
3 2	107.5	\$		Add a permanent sound system in the Gym to replace the portable system.	X			5/12/22 - "Moved per Facilities Committee." 9/12/23 - Moves up to a Priority 2 item.	
3 2	107.4			Replace the old problematic phone system with a new Voice Over IP (VOIP) system and add handsets in each classroom for improved security and communication.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/12/23 - Elevated to Priority 2 & made "B List".	
1	88.6			Replace the non-functional Cafeteria H&V unit.	X			5/15/23 - Costed to \$0; moved to Excess School Lunch Fund; was \$150,000. Item completed (removal)	
1	94.1			The District should fully implement a hold and haul procedure for all science room acid waste if one does not exist currently.		X			
1	97.2			Provide a handwash sink in the kitchen by the serving line as required. Completed on a Local basis.		X		5/1/23 - Goes to \$0; Completed on a Local basis. Was: \$10,000.	
2	72			No issues were reported during interview or walkthrough. We recommend that the District entertain establishing a 5-year repair allowance to cover potential glazing & hardware concerns.		X		Q: Was window item eliminated? Not on District worksheet.	
2	73			Existing built-up roofing received new 20 year fluid applied roof coating in summer 2022 (with 20 year warranty). North-end roofing (over auditorium, gym) to receive new SBS roofing system in summer 2023. 2023 system also carries 20 year warranty.		X			
2	90.1			Insulate all of the chilled water piping in the lower level to eliminate mold and condensation issues.		X		5/15/23 - Goes to \$0; District assigns item to EPC Was \$200,000	
2	90.2			Replace chilled water pipe insulation in the boiler room.		X		5/15/23 - Goes to \$0; District assigns item to EPC Was \$25,000.	
2	102.4			Replace the problematic Auditorium house lighting.		X		5/15/23 - Goes to \$0; District assigns item to EPC Was \$125,000.	
2	107.3			Repair or replace the older type video intercom station at the Main Entrance.		X			
2	107.5			Tie the blue-light lockdown system into the buildings PA/Phone systems for automatic announcements.		X			
2	107.1			Provide new visitor's management station.		X			
3	44			An allowance is provided to cover stormwater drainage upgrades/improvements at front (handicapped) parking lot & the rear (west) service area parking lot.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	69			Existing boiler room, penthouse doors & basement exterior doors & frames are original, fatigued & in need of replacement.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	74			Several areas of the building interior contain cracks in need of attention. Work should include repointing & vertical control joints as required. Locations include: boiler room, roof access adjacent to room 356, stairwell outside auditorium, corner outside music practice room, prep room between 346-344, rooms 339 & 338 and corridor adjacent to room 195.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	

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Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments	
3	76			We recommend carpet replacements at the HS library, rooms 380, 381, 257A & 146. Approx. 11,200 sf. Assumes potential abatement costs.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	77			Abate & replace remaining original VAT throughout the building.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	80			Replace original concealed spline & plaster ceilings at rooms 380 & 381 (\$320K). Replace conceal tectum panel ceiling at gymnasium (\$160K). An allowance is provided to replace approx. 50% of existing corridor ceiling tile, currently bowing due to seasonal humidity (\$202K).		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	81			During interview it was reported that south end 2nd floor lockers do not work properly – an allowance is proposed for a 5-year maintenance plan to repair after further investigation.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	88			Replace five older type exhaust fans.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	89.3			Replace the older chiller for the Auditorium due to age.		X		5/15/23 - District assigns item to EPC. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	92			Upgrade the automatic temperature control system to eliminate over and under heating issues.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	102.1			Replace the Weight Room lighting to improve lighting levels.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	102.2			Replace the Gymnasium lighting to improve lighting levels.		X		5/15/23 - District assigns item to EPC. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	102.3			Replace the running track light fixtures with LED.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	102.4			Replace the Kitchen lighting with LED.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	105			Replace the older fire alarm system with a fully ADA-compliant system, including adding exterior strobe units.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	107.1			Replace the end of life Cisco data equipment.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	107.2			Upgrade the problematic Pressbox sound system.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	107.3			Automate the bell system for proper day/night operation.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	

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Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments
3	107.6			Provide a new Primex wireless clock system.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.
3	107.7			Replace the antiquated scoreboard in the Gym.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.
3	107.8			Replace the projector in the Auditorium.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.
4	84		-	District has expressed a desire to add another interior 2-stop elevator at the north entry.		X		5/15/23 - Item removed to reduce total bond cost to under \$60M. Was: \$1,535,000. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.
5	42		-	30-Year fuel oil tank warranty expires in 2024. Consider future replacement of tank.				

TABLE NO.: 1

Hauppauge Union Free School District

Initial Projects List for 2023 Proposed Bond - FINAL DRAFT

BBS

All
Priorities

Initial Listing - 9/10/2023

[Post-Facilities Committee Meeting](#)**Hauppauge High School - Proposed Athletic Facilities**

Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List
1	N/A	\$		Track - Resurface track & jumping events - new rubber surfacing over existing pavement.	X	
1	N/A	\$		Relocate shot put event - includes crushed stone landing area.	X	
1	N/A	\$		Relocate discus event - includes protective netting.	X	
1	N/A			Replace scoreboard for stadium field.	X	
1	N/A	\$		Replace home grandstand w/ 1600 seats and a new 24' press box - includes secure storage below.	X	
1	N/A	\$		Replace visitor grandstand w/ 500 seat grandstand - includes secure storage below.	X	
1	N/A	\$		Construct new Comfort Station, Concession & Storage Building.	X	
1	N/A	\$		Construct new patio gathering area for concession stand overlooking track & field.	X	
1	N/A	\$		Memorial Area / Wall of Heroes - Pedestrian entrance to stadium field complex.	X	
1	N/A	\$		Construct new vehicle access road to concession building & home grandstand.	X	
1	N/A	\$		Baseball Field Improvements - Reconstruct infield, replace backstop, improve irrigation & drainage, 2 enclosed dugouts, 2 batting tunnels/bullpens, perimeter fence & netting along foul lines, concrete pads for field level bleachers, replace scoreboard.	X	
1	N/A	\$		Baseball - Provide bleacher seating for 250 on slope along 1st base line.	X	
1	N/A	\$		Entrance Patio / Gathering Area for baseball field.	X	
1	N/A	\$		Create ADA access paths to High School facilities.	X	
1	N/A	\$		Softball Field Improvements - Replace backstop, 2 enclosed dugouts, 2 turf batting tunnels/bullpens, perimeter fence & netting, concrete pads for field level bleachers.	X	
1	N/A	\$		Construct bathroom building with entrance patio/gathering area for northern athletic facilities.	X	
1	N/A	\$		Construct (2)- side by side - 360' x 195' multi-purpose synthetic turf athletic fields including 8' high perimeter fence & 24' high netting above fence on north and south ends, retaining walls along south end.	X	
1	N/A	\$		Install (2) new grandstands for turf fields (250 seats each field)	X	
1	N/A	\$		Install (2) new scoreboards for turf fields.	X	
1	N/A	\$		Install Sports & Security lighting for turf field complex.	X	
1	N/A	\$		Construct synthetic turf practice field, including perimeter fence.	X	
1	N/A	\$		Install Sports & Security lighting for practice turf field.	X	
1	N/A	\$		Reconstruct & expand tennis courts - provide a total of 10 courts (incl. 2 singled only courts); lines for pickleball, perimeter fencing, retaining wall on south end.	X	
1	N/A	\$		Install sports lighting for tennis courts	X	
1	N/A	\$		Rehabilitate south natural grass softball & youth sports fields	X	
1	N/A	\$		Improve X-Country trail	X	

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Hauppauge Union Free School District

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BBS

All
Priorities

Initial Listing - 9/10/2023

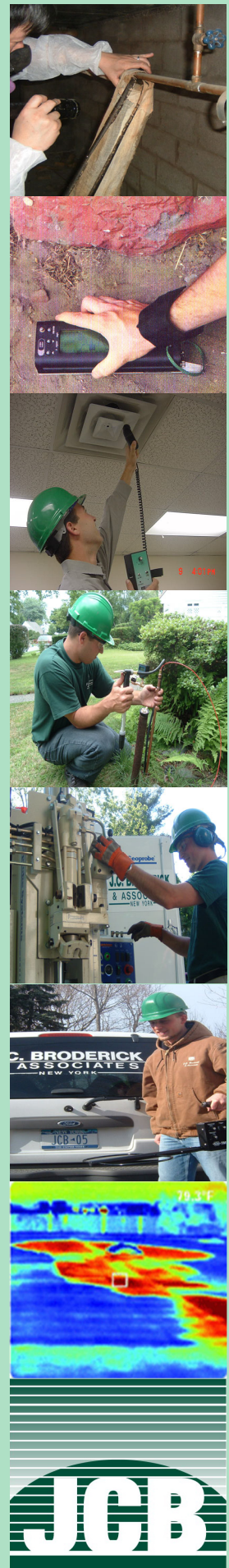
[Post-Facilities Committee Meeting](#)

1	N/A	\$		Construct 175' x 75' Dek Hockey rink. Including dasher board system, fencing, player, penalty & scorekeeper boxes.	X	
1	N/A	\$		Expand South Parking Area - Add 30 head-in parking spaces along the east side including curb & new decorative barrier railing (3,000 sf).	X	
1	N/A	\$		Reconstruct / Improve pedestrian access ramp from Townline Road.	X	
1	N/A	\$		Reconstruct HS courtyard area for outdoor classroom & social events including sitting areas, shade shelters, landscaping & recreational multi-purpose court.	X	
1	N/A	\$		Provide irrigation for front lawn & landscaped areas.	X	
1	N/A	\$		Replace metal guard rails with decorative barrier rail along perimeter of parking areas (1,593 lf)	X	



Attachment No.: 2 Hauppauge Middle School

J.C. Broderick & Associates, Inc.
Environmental Consulting & Testing
1775 Expressway Drive, North
Hauppauge, New York 11788




THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Office of Facilities Planning, 89 Washington Avenue, Room 360 Education Building Annex, Albany, NY 12234
 Tel. (518) 474-3906
 Email: emscfp@nysed.gov
 www.p12.nysed.gov/facplan/

NYS Office of Parks, Recreation, and Historic Preservation Project Review Exemption Based on the Letter of Resolution

District:	Hauppauge Union Free School District	Date:	
Building:	Hauppauge Middle School	Firm:	
Building Address:	600 Town Line Road Hauppauge, New York 11788	Firm Address:	

SED Project Control Number	<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>
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In Accordance with the Letter of Resolution (LOR) between the New York State Education Department (SED), and the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP), this project is **exempt** from OPRHP review based on the following:

- ☐ The Building is less than 50 years old at the time of project initiation and it is not the work of a recognized Master Architect, Designer, or Builder, or associated with persons or events significant in the history of the State of New York.

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OPRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

- ☒ This Building is 50 years old or older. The entire building has been previously evaluated by OPRHP and found not to meet the criteria for inclusion in the State and National Register. (**NOTE: Attach previous determination from OPRHP stating the entire building does not meet criteria.**)

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OPRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

- ☐ The project work on this building falls under Appendix A of the LOR, has been designed in accordance with the LOR, certain scope of work items have been submitted to OPRHP for review and approval if required by the LOR, and therefore the project will have little or no potential impact on the character of historic resources. (**NOTE: Attach copy of transmittal submitting portions of work to OPRHP if required.**)

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OPRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

CERTIFICATION:

- ☒ The undersigned licensed professional hereby certifies that the work of this project is exempt from OPRHP review for historic resources based on the above selections.

 Signature

 License Number

 Print Name

USN Details

Criteria Spatial

1. Navigate to your

Option A: Zoom to a
Select County...Option B: Find an Address
500 Lincoln Boulevard

2. Define or refine the

Click a button below
Point

3. Generate a search

Generate a

10305.001192: Building - Not Eligible**Hauppauge Middle School**

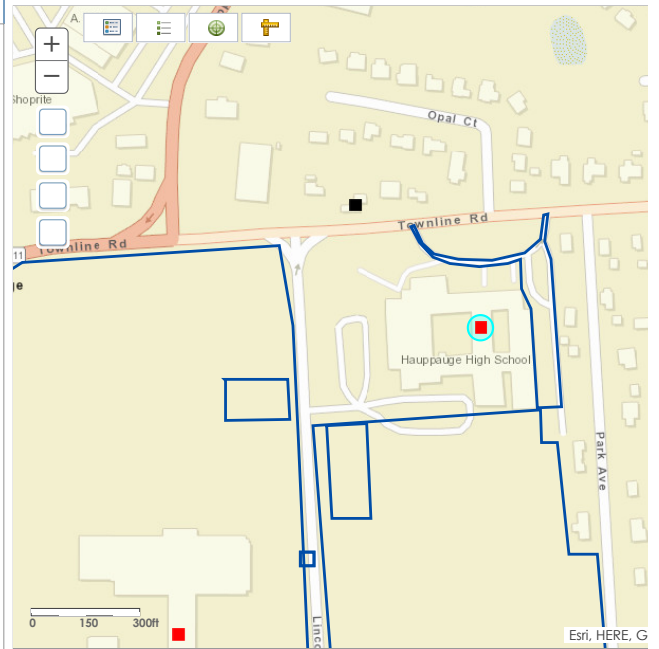
600 Town Line Rd, Hauppauge NY 11788

Overview Inventory Data NR Status (0) MCDs (1) Children (0) Determinations (1) Photos (7) Affs. (2) Agmts. (0) Projects (0) Surveys (0) Submitted (3)

Type: Building
Classification: Building
Parent USN:
Is Contributing:
Is Demolished:
Is in a Certified District:
Is a National Historic Landmark:
Is State Board Approved:
Is State Register Listed:

**Eligibility:** Not Eligible**Notes:**

County	MCD
Suffolk	ISLIP (Town)



Search

Reset



**New York State
Parks, Recreation and
Historic Preservation**

KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

September 29, 2023

Steven Muller
Director
J.C. Broderick & Associates, Inc.
1775 Expressway Drive North
Hauppauge, NY 11788

Re: SED
Hauppauge UFSD - Middle School Athletic Field Improvements
600 Town Line Rd, Hauppauge, NY 11788
23PR08185

Dear Steven Muller:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

R. Daniel Mackay

Deputy Commissioner for Historic Preservation
Division for Historic Preservation

rev: T. Lloyd

Table No.: 2

Hauppauge Union Free School District					
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT					BBS
	<u>Selected Priorities 1 & 2</u>				

Hauppauge Middle School								
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments
1	87	\$		Provide a natural gas detection system in the boiler room.	X			
1	88.1	\$		Replace the non-functional auxiliary gym rooftop unit to provide ventilation to the space.	X			
1	88.2	\$		Add ventilation to the ladies bathroom in the M hallway.	X			
1	88.3	\$		Replace the non-functional PTAC unit in the Guidance area to provide proper outdoor air.	X			
1	88.4	\$		Remove cover from courtyard unit vent fresh air intake and restore unit to proper operation.	X			
1	88.5	\$		Provide mechanical fresh air for the Social Worker's office.	X			
1	88.6	\$		Replace two problematic gravity spinner rooftop exhaust fans to restore to proper operation.	X			5/15/23 - "to be done in-house" - was: \$40,000. Still holding to B&G?

Table No.: 2

Hauppauge Union Free School District								
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT								BBS
Selected Priorities 1 & 2								
								Updated: 9/21/2023 per 9/19 BoE Meeting Updated: 10/6/2023 from 9/28/23 District Meeting
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments
1	88.7	\$		Repair the basement H&V unit in the storage room that feeds the Cafeteria.	X			5/15/23 - "to be done in-house" - was: \$50,000. Still holding to B&G?
1	88.8	\$		Provide mechanical fresh air for the rear part of the Cafeteria.	X			
1	88.9	\$		Repair or replace units for Computer Labs S-13 and S-14 to provide fresh air.	X			
1	88.10	\$		Provide mechanical fresh air for 2nd floor Speech Room by B-26.	X			
1	88.11	\$		Provide mechanical fresh air for Room 11 1/2.	X			
1	96	\$		Ensure that the kitchen receives 140° hot water and the student sinks receive 110° water, and upgrade as required.	X			5/15/23 - Costed to \$0; moved to Excess School Lunch Fund; was \$50,000
1	97	\$		Add vacuum breaker to boiler room slop sink to prevent back siphonage.	X			5/15/23 - "to be done in-house" - was: \$2,500. Still holding to B&G?
1	101	\$		Remove the signage in the main electrical room regarding the removed cogeneration unit.	X			5/15/23 - "to be done in-house" - was: \$1,000. Still holding to B&G?
1	102	\$		Replace the problematic blue hallway light switches.	X			5/15/23 - "completed, per Smalley" - was: \$15,000. Still correct?
1	103	\$		Add emergency lighting and exit lighting to the courtyard areas.	X			
1	105	\$		Provide new pull stations and horn/strobe units for two courtyards.	X			
1	115	\$		Handicapped toilet facilities: Currently, the building has two (2) handicapped toilets for boys and (2) for girls at both 1st & 2nd floor. We recommend that (3) additional pairs of ADA compliant toilets be provided (at A Wing & M Wing, 1st floor and (1) pair of staff toilets at S wing, 1st floor and (2) additional pairs of ADA compliant toilets be provided (at B wing & S wing) at 2nd floor to more adequately cover the total 198,547 sf of building footprint. Modify nurse's toilet for adequate ADA compliance.	X			
2	70	\$		Replace remaining original concrete steps outside Gymnasium & courtyard.	X			
2	88	\$		Replace the A Wing PTAC units and tie into the automatic temperature control system.	X			
2	94	\$		Upgrade the drainage in the rear basement access to prevent flooding.	X			
2	101.1	\$		Provide additional electrical outlets in the 1951 building classrooms, and hallways.	X			
2	101.2	\$		Provide additional electrical circuits in five problematic areas, including the music room.	X			
2	102.1	\$		Add (4) pole lights to the rear parking lot.	X			
2	102.2	\$		Add additional exterior security lighting to the rear of the building.	X			
2	102.3	\$		Add low level solar lighting to the field area for security purposes.	X			
2	107.2	\$		Replace the maxed out problematic card access control system with a new door ajar/card access system.	X			
2	107.4	\$		Provide (15) additional CCTV security cameras.	X			
2	107.6	\$		Provide student ID scanners on all large student bathrooms as discussed.	X			
3 2	82.1	\$		All corridor based interior doors & hardware should be removed & replaced. All doors contain original knob sets and are in varying stages of delamination. New hardware to be ADA compliant lever style, utilizing intruder function hardware.	X			5/15/23 - District moves up to Priority 2; now included in bond.
3 2	82.1	\$		Additional request for wireless access control for all corridor-based interior doors would increase cost by \$575,000.	X			5/15/23 - District moves up to Priority 2; now included in bond.
3 2	89.4	\$		Provide A/C in the main Gymnasium.	X			5/15/23 - District moves up to Priority 2; now included in bond.
3 2	89.3			Provide A/C for the Auxiliary Gym, which gets very hot.		X		5/15/23 - Item removed to reduce total bond cost to under \$60M. Was: \$250,000 - 9/11/23 - Elevated to a P2 item, now "B List" Item.
3 2	90			Add heating system isolation valves for emergency/routine maintenance.		X		5/15/23 - A Priority 3 item - was: \$250,000 - 9/11/23 - Elevated to a P2 item, now "B List" Item.
3 2	93			Provide additional plumbing isolation valves for emergency/routine maintenance.		X		5/15/23 - A Priority 3 item - was: \$175,000 - 9/11/23 - Elevated to a P2 item, now "B List" Item.

Table No.: 2

Hauppauge Union Free School District									
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT								BBS	
Selected Priorities 1 & 2									
								Updated: 9/21/2023 per 9/19 BoE Meeting Updated: 10/6/2023 from 9/28/23 District Meeting	
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments	
3 2	107.6		\$	Replace the older problematic phone system with a VOIP system and add handsets in each classroom.		X			
1	116		\$	Provide a portable vertical wheelchair lift to access the stage at the Auditorium.		X		5/15/23 - "1 unit to be purchased; to be shared by all schools " - was: \$60,000. Still holding to B&G? (assigned to HS). 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
2	91		\$ -	Replace damaged rooftop ductwork insulation. EPC Item			X	9/12/23 - Item assigned to EPC. Was \$40,000; now \$0. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
2	107.1		\$ -	Provide a visitor's management station. Item Eliminated.		X		9/12/23 - Item Eliminated. Was \$5,500; now \$0. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
2	107.3		\$ -	Replace the older type video intercom system. Item Eliminated.		X		9/12/23 - Item Eliminated. Was \$8,500; now \$0. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
2	107.5		\$ -	Tie the lockdown system into the PA/Intercom system.		X		9/12/23 - Item Eliminated. Was \$25,000; now \$0. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	44		\$	An allowance is provided for supplemental drainage to the east & west lots and in the bus staging lot.		X		5/15/23 - Was: \$100,000; now \$0. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	55		\$	Front lot & east lot were improved in 2021; the original west lot (facing Lincoln Blvd.) is in need of new asphalt paving (approx. 28,800 sf), as is the large bus staging lot to the south (approx. 47,500 sf) as well as the remaining south end of the east lot (9,600 sf). All of the parking lots exhibit varying stage of deterioration (potholes, cracks, separation, grass growth) and are in need of full asphalt replacement.		X		9/11/23 - request to separate costs, south vs. north. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	56		\$	The existing original concrete sidewalks along the west side of the building (approx. 1,640 sf); the rear (south) sidewalks from auxiliary gym towards Lincoln Blvd. and approx. 50% of the front (north) sidewalks are in need of replacement to alleviate current cracking, settlement & offset issues causing potential trip hazards.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	66		\$	We recommend the following remedial repairs to existing exterior walls; scrape & paint lintels along north (front) elevation; replace (4) front lintels; replace (12) lintels along the east elevation & repoint between the window units; repair masonry exterior corner of boys toilet room adjacent to Room A20.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	67		\$	Small double chimney at front boiler room 13 is in need of reconstruction.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	68		\$	Localized masonry repair is required along upper window units.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	69		\$	Replace (1) single door at basement level; replace (3) pair of exit doors at Auditorium (1) original single door out of Auxiliary Gym, existing exit outside Guidance Office & courtyard is also in need of replacements.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	72		\$	While windows are still operable, most glazing is hazed, indicating seal failures. Existing spandrel panels are deteriorating and in order to repair/replace localized lintels, window disassembly would be required. For these reasons, the age of the original units, we recommend window replacements throughout the building. Approx. 35,000 sf of replacements, plus gym window reglazing.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	74		\$	Localized plaster damage noted in corridors; recommend establishing a repair allowance for next 5 year period to address same. (At custodial closet to roof hatch, stair tower outside 1st floor Faculty Room; at Gym folding door alone & at Room S-29).		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	75		\$	Localized settlement cracks noted during walkthrough. We recommend establishing a repair allowance for the next 5 year period to address same.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	

Table No.: 2

Hauppauge Union Free School District									
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT									BBS
Selected Priorities 1 & 2									
								Updated: 9/21/2023 per 9/19 BoE Meeting Updated: 10/6/2023 from 9/28/23 District Meeting	
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments	
3	77		\$	Replace remaining original VAT in 2nd floor classrooms (approx. 6,500 sf) and address Main Lobby and CR M-25A floor repairs.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List.	
3	80		\$	All spaces contain newer 2'x2' acoustical ceilings, which appeared in serviceable condition on the day of review. District should establish a 5-year maintenance program to replace tile as required.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	81		\$	Corridor lockers reported as replaced circa 2002. Localized operability issues reported. Locker rooms were renovated circa 2010 and those lockers are fully functional. A 5-year maintenance allowance should be established to continue maintenance.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	86		\$	Recommend replacement of (4) sets of original 7-tier manual bleachers at rear wall of Auditorium (approx. \$84,000).		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	88.1		\$	Provide general exhaust for the second floor hallways, which get hot.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	88.2		\$	Replace one original rooftop exhaust fan due to age.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	89.1		\$	Replace the problematic Library rooftop A/C unit.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	89.2		\$	Provide two window A/C units in the Library as backup to the problematic rooftop A/C unit.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	92		\$	Upgrade the automatic temperature control system to full DDC.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	96		\$	Provide a separate gas fired water heater to prevent the need to fire the main boiler for hot water during non-heating season.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	101.1		\$	Replace original Federal Pacific electrical panels, which are difficult to obtain replacement parts for.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	101.2		\$	Upgrade (8) electric hand dryers for proper operation.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	102.1		\$	Replace all remaining fluorescent lighting with LED.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	102.2		\$	Replace the original Auditorium theatrical lighting dimmer panel with a new basic panel.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	103		\$	Upgrade all remaining exit signs to LED.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	107.1		\$	Add a permanent sound system in the Gymnasium.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	107.2		\$	Add a permanent sound system in the Cafeteria.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	107.3		\$	Add a permanent sound system to the Stage.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	107.4		\$	Replace the problematic clock system with a new wireless system.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	107.5		\$	Replace the end of life Cisco data equipment.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
4	N/A		\$	No Priority 4 items in BCSR reported				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
5	N/A		\$	No Priority 5 items in BCSR reported				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	

TABLE NO.: 2

Hauppauge Union Free School District

Initial Projects List for 2023 Proposed Bond - FINAL DRAFT

BBS

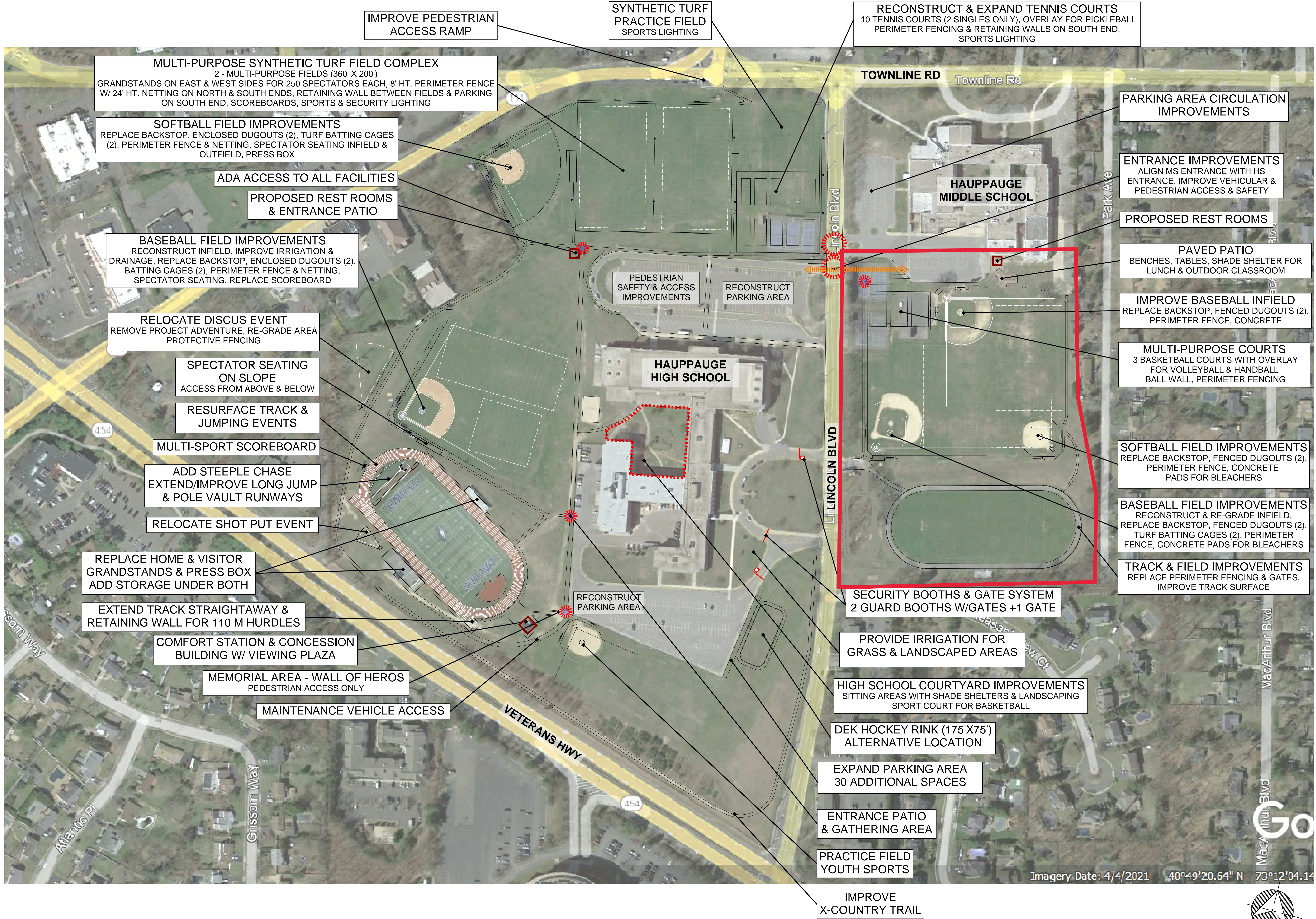
All
Priorities

Initial Listing - 9/10/2023

[Post-Facilities Committee Meeting](#)

Hauppauge Middle School - Proposed Athletic Facilities

Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List
1	N/A	\$		Reconstruct multi-purpose courts for (3) basketball with overlays for volleyball, ball wall for handball, perimeter fencing.	X	
1	N/A	\$		Rehabilitate PE Baseball Infield - replace backstop, fencing, players bench areas.	X	
1	N/A	\$		Reconstruct Baseball Field - Re-grade infield & outfield, replace backstop, perimeter fencing, enclosed players bench areas, 2 batting tunnels, concrete pads for bleachers.	X	
1	N/A	\$		Reconstruct Softball Field - Replace backstop, perimeter fencing, enclosed palyers bench areas, concrete pads for bleachers.	X	
1	N/A	\$		Improve Track & Field Area - repave and stripe track, replace fencing.	X	
1	N/A	\$		Provide ADA Access Path (walking loop) to all facilities.	X	
1	N/A	\$		Construct Bathroom Building for MS Athletic Facilitie.s	X	
1	N/A	\$		Construct new patio gathering area entrance to courts and fields.	X	
1	N/A	\$		Construct paved area for outdoor learning & social events including benches, tables, shade shelter and landscaping.	X	
1	N/A	\$		Replace metal guard rails with decorative barrier rail along perimeter of south parking area (370 lf).	X	



Attachment No.: 3 Forest Brook Elementary School

J.C. Broderick & Associates, Inc.
Environmental Consulting & Testing
1775 Expressway Drive, North
Hauppauge, New York 11780




THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Office of Facilities Planning, 89 Washington Avenue, Room 360 Education Building Annex, Albany, NY 12234
 Tel. (518) 474-3906
 Email: emscfp@nysed.gov
 www.p12.nysed.gov/facplan/

**NYS Office of Parks, Recreation, and Historic Preservation
 Project Review Exemption Based on the
 Letter of Resolution**

District: Hauppauge Union Free School District Date: _____

Building: Forest Brook Elementary School Firm: _____

Building 299 Lilac Lane Firm _____
 Address: Smithtown, New York 11787 Address: _____

SED Project Control Number

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In Accordance with the Letter of Resolution (LOR) between the New York State Education Department (SED), and the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP), this project is **exempt** from OPRHP review based on the following:

- ☐ The Building is less than 50 years old at the time of project initiation and it is not the work of a recognized Master Architect, Designer, or Builder, or associated with persons or events significant in the history of the State of New York.

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OPRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

- ☒ This Building is 50 years old or older. The entire building has been previously evaluated by OPRHP and found not to meet the criteria for inclusion in the State and National Register. (**NOTE: Attach previous determination from OPRHP stating the entire building does not meet criteria.**)

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OPRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

- ☐ The project work on this building falls under Appendix A of the LOR, has been designed in accordance with the LOR, certain scope of work items have been submitted to OPRHP for review and approval if required by the LOR, and therefore the project will have little or no potential impact on the character of historic resources. (**NOTE: Attach copy of transmittal submitting portions of work to OPRHP if required.**)

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OPRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

CERTIFICATION:

- ☒ The undersigned licensed professional hereby certifies that the work of this project is exempt from OPRHP review for historic resources based on the above selections.

 Signature

 License Number

 Print Name

USN Details

Criteria Spatial

1. Navigate to your area of interest

Option A: Zoom to a location
Select County...

Option B: Find an Address
299 Lilac Lane, Smithtown, NY

2. Define or refine the search

Click a button below to refine the search
Point


3. Generate a search

Generate a search

10308.000891: Building - Not Eligible
Forest Brook Elementary School
299 Lilac Lane, Hauppauge NY

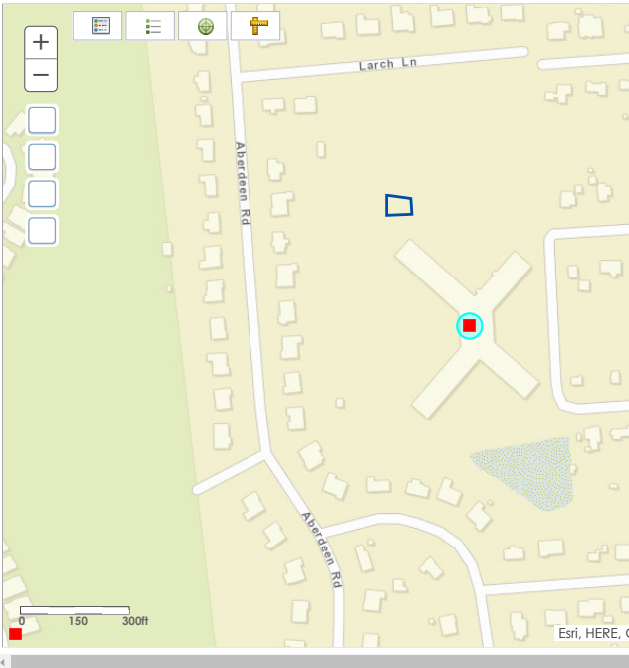
Overview Inventory Data NR Status (0) MCDs (1) Children (0) Determinations (0) Photos (2) Atts. (4) Agmts. (0) Projects (0) Surveys (0) Submitted (1)

Type: Building
Classification: Building
Parent USN:
Is Contributing:
Is Demolished:
Is in a Certified District:
Is a National Historic Landmark:
Is State Board Approved:
Is State Register Listed:



Eligibility: Not Eligible
Notes:

County	MCD
Suffolk	SMITHTOWN (Town)



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Table No.: 3

Hauppauge Union Free School District			
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT			BBS
Selected Priorities 1 & 2			

Forest Brook Elementary School

Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments
1	55	\$		During interview, District indicated that asphalt at playground is original and is in need of replacement. (approx. 18,600 sf) We also recommend a 20% allowance for the overall 92,000 sf of asphalt, to alleviate existing potholes, patchwork & progressive failures, via mill in place method. (\$119K)	X			Note: This cost only covers 50% of the total asphalt area of this building.
1	56	\$		Sidewalk settlements predominately at bus loop perimeter. Repaving of asphalt play area also should be tied into exterior doors with accessible concrete ramps. Recommend replacement of rear asphalt walkways.	X			
1	87	\$		Upgrade the combustion air intake and add a motorized damper.	X			
1	88.1	\$		Provide mechanical fresh air to the Main Office areas.	X			
1	88.2	\$		Provide mechanical fresh air in Rooms 401 and 410.	X			
1	88.3	\$		Replace missing Cafeteria door transfer air grille.	X			5/15/23 - General Fund?
1	97.2	\$		Replace one drinking fountain with a bottle filling station.	X			5/15/23 - General Fund?
1	97.3	\$		Remove all drinking fountain spigots from classroom sinks, and provide separate basins as required by code.	X			
1	97.4	\$		Install an emergency eyewash station on the Nurse's Office sink.	X			5/15/23 - "to be done in-house" - was: \$4,000. Still holding to B&G?
1	101	\$		Add electric hand dryers in two student bathrooms.	X			
1	103.1	\$		Add emergency lighting to the Cafeteria.	X			5/15/23 - General Fund?
1	103.2	\$		Add more emergency lighting in the hallway areas.	X			
1	103.3	\$		Add emergency lighting in the basement area.	X			"Done in-house on 5/1/23" - was: \$20,000; goes to \$0.
1	105.1	\$		Provide hardwired carbon monoxide detection if not already existing.	X			
1	105.2	\$		Add magnetic hold opens to Kitchen and Cafeteria hallway doors.	X			
1	116	\$		Nurse's office student toilet needs renovation to be ADA-compliant. Working allowances provided to update finishes & accessories at older bathrooms in wings 3 & 4.	X			
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments

Table No.: 3

Hauppauge Union Free School District								
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT								BBS
Selected Priorities 1 & 2								
								Updated: 9/21/2023 per 9/19 BoE Meeting Updated: 10/6/2023 from 9/28/23 District Meeting
2	66	\$		During interview, it was stated that localized repairs are required to discolored brick over the existing Gym. A repair allowance is provided. Existing brick @ south elevations of upper portion of gym walls was painted over. Numerous face brick along that elevation have blown off, and are laying on roof. Appears to be result of water entering exterior wall, and trapped within face brick, due to freeze-thaw cycle, the face brick has expanded to the point of dislodging, possible result of the painted brick not being able to “breathe”. We recommend power washing, masonry cleaner, repointing all mortar joints and replacing all damaged brick. Replace existing gymnasium louvers.	X			
2	69	\$		Replace boiler room door, hardware & frame (rusted, fatigued); replace exterior Gym doors & Classrooms 208 & 209 exterior doors (all difficult to open)	X			
2	75	\$		Repair existing hairline cracks at Stage wall; repair original wall by Kitchen. Replace original display case in Main Lobby (Plexiglas).	X			
2	82.1	\$		Recommend replacement of all original classroom & office doors & hardware. Original doors are in vary stages of delamination; all door hardware is fatigued. (Approx. 56 doors).	X			
2	82.2	\$		Additional request for wireless access control to corridor-based interior doors would increase cost by \$190,000.	X			
2	87	\$		Provide a rain cap on the boiler chimney.	X			
2	88.1	\$		Upgrade the Kitchen exhaust system to reduce overheating issues.	X			5/15/23 - Costed to \$0; moved to Excess School Lunch Fund; was \$30,000
2	88.2	\$		Replace original gravity spinner exhaust fan.	X			5/15/23 - General Fund?
2	92	\$		Update the controls in Room 210 to eliminate the underheating issues.	X			5/15/23 - District assigns item to EPC. Was: \$10,000 - set to \$0.
2	94	\$		Repair the slow draining sink in Classroom 209.	X			5/15/23 - General Fund?
2	101.1	\$		Provide an additional circuit in the Faculty Room to prevent breakers from tripping.	X			5/1/23 - "to be done in-house" - was: \$7,000. 9/23/23 - now: \$0.
2	101.2	\$		Provide new hallway electrical circuits to replace problematic underground wiring.	X			
2	102	\$		Provide additional parking lot lighting.	X			5/15/23 - General Fund?
2	107.1	\$		Replace the older type PA intercom system and tie it into the lockdown system and telephone switch for enhanced emergency communications.	X			
2	107.3	\$		Provide (12) additional CCTV cameras for proper coverage.	X			
2	107.4	\$		Replace the maxed out older type card access system with a new door ajar/door access control system.	X			
2	107.6	\$		Add a card access to the exterior door by the outdoor learning space.	X			
2	116	\$		Replace original non-handicap-accessible countertops in a minimum of (1) classroom per grade level as well as art & computer rooms. This will require replacing existing sink base cabinets with new units which will allow for wheelchair clearances to sinks & drinking fountains. (Approx. 10 locations)	X			5/15/23 - This was reduced from \$350,000 to \$25,000 "per BBS / Facilities Committee". Holding at \$25,000; will need to do Add Alternates to compensate; should have held.
3 2	89	\$		Provide A/C in the Auditorium.	X			5/15/23 - moved up to Priority 2 status & included in Bond Costs.
3 2	90.1		\$	Provide additional heating system isolation valves for emergency/routine repairs.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. - 9/11/23 - Elevated to a P2; Now a "B List" Item.
3 2	93		\$	Add plumbing system isolation valves for emergency/routine repairs.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. - 9/11/23 - Elevated to a P2; Now a "B List" Item.
3 2	104		\$	Add an emergency generator to power the heating system and all life safety systems.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. - 9/11/23 - Elevated to a P2; Now a "B List" Item.
1	92		\$	Upgrade the controls on the Gym units to eliminate overheating and shutting the unit off.		X		
1	96		\$	Upgrade the domestic hot water system to provide 140°F water in Kitchen and 100°F to the student sinks.		X		5/15/23 - Costed to \$0; moved to Excess School Lunch Fund; was \$75,000
1	97.1		\$	Provide a handwash sink by the Kitchen serving line.		X		5/15/23 - Costed to \$0; moved to Excess School Lunch Fund; was \$10,000

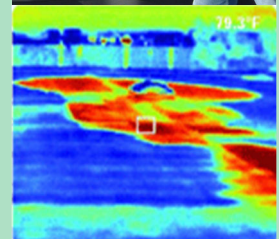
Table No.: 3

Hauppauge Union Free School District									
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT									BBS
Selected Priorities 1 & 2									
								Updated: 9/21/2023 per 9/19 BoE Meeting Updated: 10/6/2023 from 9/28/23 District Meeting	
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments	
1	115		\$ -	Provide vertical lift to access stage area.		X		5/15/23 - "1 unit to be purchased; to be shared by all schools" - was: \$75,000. (assigned to HS)	
2	55		\$	During interview, District indicated that asphalt at playground is original and is in need of replacement. (approx. 18,600 sf) We also recommend a 20% allowance for the overall 92,000 sf of asphalt, to alleviate existing potholes, patchwork & progressive failures, via mill in place method. (\$119K)		X		Note : This is the other 50% of the total asphalt area of this building.	
2	72		\$	During interview, district indicated all units still operable. Rescue windows fully functional. A working allowance is recommended to address future maintenance & hardware concerns as they arise.		X		"to part of General Fund 5-Year Plan."- was: \$50,000, now \$0.	
2	107.2		\$	Replace the problematic video intercom system.		X			
2	107.5		\$	Provide a new visitor's management station.		X			
2	107.7		\$	Replace end of life Cisco data equipment.		X			
3	42		\$	Replace the older type fuel oil storage tank monitoring panel.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	44		\$	Provide localized drainage improvements over next 5 years.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	67		\$	Recommend partial repointing & adding a rain cap.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	74		\$	No issues were raised during interview; no deficiencies noted in walkthrough; a working allowance is recommended for next 5 year period. District to monitor & maintain.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	77		\$	Replace remaining VAT flooring.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	90.2		\$	Replace missing pipe insulation in the boiler room.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	92.1		\$	Convert the Main Olffice suite and Gym over to the DDC Control System.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	92.2		\$	Provide a Johnson FX control panel to eliminate the reliance on the HS Server for proper building control.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	94		\$	Provide new gaskets on the underground grease trap to eliminate odors on rainy days.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	97		\$	Provide six additional exterior hose faucets.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	101.1		\$	Provide additional electrical panels to provide for spare breakers.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	101.2		\$	Replace the original Federal Pacific electrical panels and switchgear.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	102.1		\$	Replace exterior lighting with LED.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	102.2		\$	Provide a theatrical lighting/dimming system to eliminate the breaker control.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	103.1		\$	Replace older hallway emergency lighting.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	103.2		\$	Convert all exit signs to LED.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	107.1		\$	Upgrade the older type telephone system.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	

Table No.: 3

Hauppauge Union Free School District								
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT								BBS
Selected Priorities 1 & 2								
								Updated: 9/21/2023 per 9/19 BoE Meeting Updated: 10/6/2023 from 9/28/23 District Meeting
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments
3	107.2		\$	Replace the remaining battery clocks (10%) with Primex clocks.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
4	N/A		\$	No Priority 4 items in BCSR reported				
5	101		\$	Provide rooftop lightning protection system.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..

**Attachment No.: 4
Bretton Woods
Elementary School**



J.C. Broderick & Associates, Inc.
Environmental Consulting & Testing
1775 Expressway Drive, North
Hauppauge, New York 11788


THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Office of Facilities Planning, 89 Washington Avenue, Room 360 Education Building Annex, Albany, NY 12234
 Tel. (518) 474-3906
 Email: emscfp@nysed.gov
 www.p12.nysed.gov/facplan/

**NYS Office of Parks, Recreation, and Historic Preservation
 Project Review Exemption Based on the
 Letter of Resolution**

District: Hauppauge Union Free School District Date: _____

Building: Bretton Woods Elementary School Firm: _____

Building Address: 1 Club Lane
Hauppauge, New York 11788 Firm Address: _____

SED Project Control Number

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In Accordance with the Letter of Resolution (LOR) between the New York State Education Department (SED), and the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP), this project is **exempt** from OPRHP review based on the following:

- ☐ The Building is less than 50 years old at the time of project initiation and it is not the work of a recognized Master Architect, Designer, or Builder, or associated with persons or events significant in the history of the State of New York.

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OPRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

- ☒ This Building is 50 years old or older. The entire building has been previously evaluated by OPRHP and found not to meet the criteria for inclusion in the State and National Register. (**NOTE: Attach previous determination from OPRHP stating the entire building does not meet criteria.**)

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OPRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

- ☐ The project work on this building falls under Appendix A of the LOR, has been designed in accordance with the LOR, certain scope of work items have been submitted to OPRHP for review and approval if required by the LOR, and therefore the project will have little or no potential impact on the character of historic resources. (**NOTE: Attach copy of transmittal submitting portions of work to OPRHP if required.**)

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OPRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

CERTIFICATION:

- ☒ The undersigned licensed professional hereby certifies that the work of this project is exempt from OPRHP review for historic resources based on the above selections.

 Signature

 License Number

 Print Name

USN Details

Criteria Spatial

1. Navigate to your area of interest

Option A: Zoom to a County
Select County...

Option B: Find an Address
1 Club Lane, Hauppauge

2. Define or refine the search

Click a button below to refine the search
Point


3. Generate a search

Generate a search

10305.001258: Building - Not Eligible
Bretton Woods Elementary School
1 Club Lane, Hauppauge NY

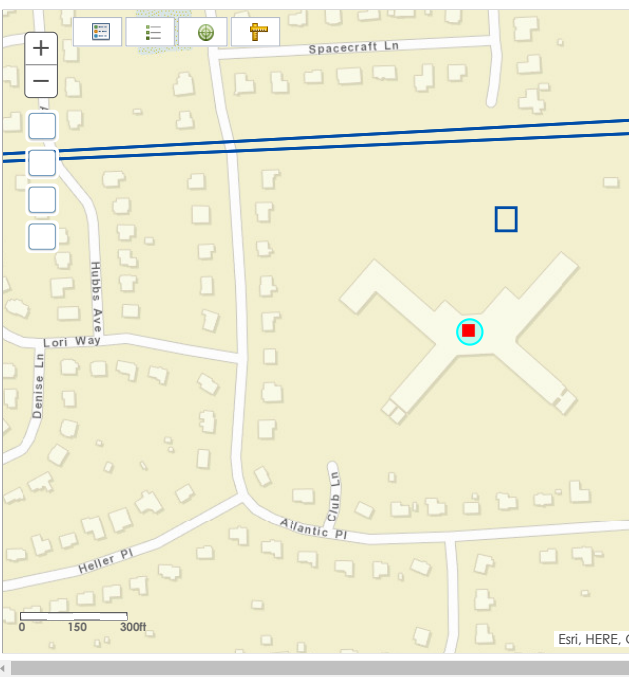
Overview Inventory Data NR Status (0) MCDs (1) Children (0) Determinations (0) Photos (2) Atts. (3) Agmts. (0) Projects (0) Surveys (0) Submitted (1)

Type: Building
Classification: Building
Parent USN:
Is Contributing:
Is Demolished:
Is in a Certified District:
Is a National Historic Landmark:
Is State Board Approved:
Is State Register Listed:



Eligibility: Not Eligible
Notes:

County	MCD
Suffolk	ISLIP (Town)



Search

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Table No.: 4

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Table No.: 4

Hauppauge Union Free School District								
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT								BBS
Selected Priorities 1 & 2								
								Updated: 9/21/2023 per 9/19 BoE Meeting Updated: 10/6/2023 from 9/28/23 District Meeting
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments
2	66	\$		Repair minor cracks & repoint lintel ends; repair thin brick at 1990 construction. Repair upper portion of the Gym & AP Room & the lintels above the glass block units are beginning to sag and stepped cracks have formed along the head of these units. Slate sills are deteriorated & should be replaced. Repair localized cracks at AP Room. Replace existing lintels w/ galvanized lintels. Front entry limestone wall panels show signs of shifting & gaps; should be reset & sealed.	X			
2	80	\$		Majority of ceilings are original lay-in style, not upgraded when lighting was addressed. Recommend replacement of ceilings at 37 locations, approx. 28,490 sf.	X			
2	82.1	\$		Recommend replacement of all original classroom & office doors & hardware. Original doors are in varying stages of delamination; all door hardware is fatigued.	X			
2	82.2	\$		Additional request for wireless access to corridor-based doors would increase cost by \$255,000.	X			
2	87	\$		Repair leaks on boiler roping.	X			
2	88.1	\$		Add a general exhaust system to the kitchen to reduce overheating.	X			5/15/23 - Costed to \$0; moved to Excess School Lunch Fund; was \$25,000
2	88.2	\$		Replace one vandalized gravity rooftop ventilator.	X			
2	88.3	\$		Repair one noisy rooftop exhaust fan.	X			9/21/23 - was \$5,000; now: \$0 - "to be done in-house"
2	88.4	\$		Upgrade the exhaust fan in the basement storage room.	X			5/15/23 - "to be done in-house" - was: \$25,000; now \$0 Still holding to B&G? 9/21/23 - Added back in as a P2.
2	90.1	\$		Abate the remaining asbestos in the boiler room area.	X			
2	90.3	\$		Repair two leaks in the boiler room piping.	X			
2	93	\$		Repair pipe leak in the hall ceiling by Room 1-10.	X			5/15/23 - "to be done in-house" - was: \$4,000. Still holding to B&G?
2	101.1	\$		Replace the remaining Frank Adams electrical panels and switchgear.	X			
2	104	\$		Replace the non-functional Onan 45 kw diesel generator to restore to proper operation, and add load as required.	X			
2	107.1	\$		Replace removed screen in Cafetorium with a new motorized screen.	X			
2	107.3	\$		Replace the maxed out card access control system with a new door ajar/access control system.	X			
2	107.5	\$		Provide (12) additional CCTV security cameras.	X			
2	107.6	\$		Replace the partially non-functional motion detection system.	X			5/15/23 - "TBD - Smalley looking into" - A Priority 2 item being included in Bond Costs.
3 2	89.2	\$		Provide air conditioning for the Gymnasium.	X			5/15/23 - moved up to Priority 2 status & included in Bond Costs.
3 2	107.1	\$		Replace the older type PA/intercom system, tie it into the lockdown system as well as the telephone switch for enhanced emergency communications.	X			5/15/23 - moved up to Priority 2 status & included in Bond Costs from 1/9/23.
3 2	107.3	\$		Upgrade the older type telephone system.	X			5/15/23 - moved up to Priority 2 status & included in Bond Costs. "Smalley - part bond, part Smart Schools".
3 2	89.1	\$	\$	Provide air conditioning in the Cafetorium.		X		5/15/23 - "LGIs for AC are Gyms only" - Item omitted to keep bond under \$60M - 9/11/23 - Elevated to a P2; Now a "B List" Item.
3 2	90	\$	\$	Add heating system isolation valves for emergency/routine repairs.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/11/23 - Elevated to a P2; Now a "B List" Item.
3 2	93.3	\$	\$	Provide additional plumbing system isolation valves for emergency/routine repairs.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/11/23 - Elevated to a P2; Now a "B List" Item.
5 2	105		\$	Replace the older type fire alarm system due to age.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. 9/11/23 - Elevated to a P2; Now a "B List" Item.

Table No.: 4

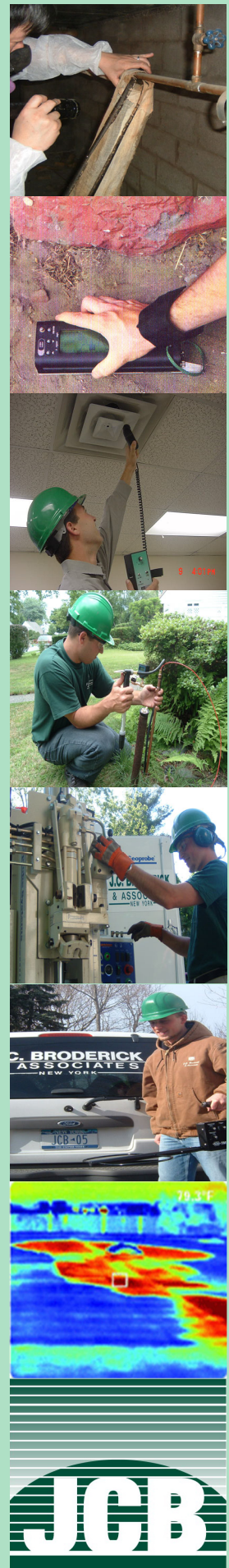
Hauppauge Union Free School District								
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Selected Priorities 1 & 2								
								Updated: 9/21/2023 per 9/19 BoE Meeting Updated: 10/6/2023 from 9/28/23 District Meeting
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments
1	88.3		\$	Refurbish the two Cafeteria H&V units to ensure proper operation.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
1	92		\$	Refurbish the Gym H&V unit fresh air intake controls to restore to proper operation.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
1	97.1		\$	Provide a handwash sink near the kitchen serving line as required.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
1	97.2		\$	Change one drinking fountain to a bottle filling station.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
1	102		\$	Replace missing light fixture lens in the portable addition.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
1	103		\$	Replace the damaged emergency light in the portable addition.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
1	105		\$	Add magnetic hold open devices to the hall doors by the gym.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
2	55		\$	Replacement of remaining original asphalt paving is required. Play area, basketball court, bus loop & entire road to building.				Covers other 50% of total. 9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
2	72		\$	No issues reported during interview; all slider units still operable; rescue units are fully operable. An allowance of \$50,000 is recommended to address future maintenance & hardware concerns as they arise. (During interview, installation date was quoted				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
2	74		\$	No issues raised during interior; no deficiencies noted in walkthrough. A working allowance is recommend for next 5 year period; District to monitor & maintain.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
2	90.2		\$	Replace damaged pipe elbow insulation in the Gym fan room.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
2	97		\$	Upgrade the Kitchen three-compartment sink.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
2	101.2		\$	Provide additional electrical panels throughout to provide spare breakers.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
2	107.2		\$	Provide a visitors management system.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
2	107.4		\$	Replace the problematic video intercom system.				5/15/23 - "keep - per Smalley " - A Priority 2 item to be done in-house.
3	42		\$	Replace the older type fuel tank monitoring system and panel.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	44		\$	Provide localized lot drainage improvements over next 5 years.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	46		\$	Address flooding issues at rear exterior stairs/boiler room.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	67		\$	Recommend partial repointing & adding a rain cap at existing chimney.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	75		\$	(2) areas of non-structural masonry step cracks should be addressed withing next (5) year period; at stairwell leading down to the basement, and at several locations at the rear wall of the stage an allowance is provided for this work.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	80		\$	Majority of ceilings are original lay-in style, not upgraded when lighting was addressed. Recommend replacement of ceilings at 37 locations, approx. 28,490 sf.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	87		\$	Replace missing boiler breeching and piping insulation.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..

Table No.: 4

Hauppauge Union Free School District								
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT								BBS
Selected Priorities 1 & 2								
								Updated: 9/21/2023 per 9/19 BoE Meeting Updated: 10/6/2023 from 9/28/23 District Meeting
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments
3	88		\$	Replace (17) older type exhaust fans.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	89.3		\$	Provide ductless split A/C units in the Gym coaches offices.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	92.1		\$	Install HW reset on the temperature controls system and upgrade the remainder of the system and add a BMS head end to end reliance on the HS server for local control.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	92.2		\$	Add the Gym, Cafeteria, portable classrooms (2) and two additions to the BMS head end.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	93.1		\$	Insulate bare piping adjacent to the domestic hot water heater.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	93.2		\$	Repair the leaking valve in the basement storage room.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	97		\$	Replace one exterior hose faucet.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	102.1		\$	Upgrade lighting in classrooms and exterior to LED.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	102.2		\$	Provide photocell or timeclock control on interior security lighting.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	102.3		\$	Replace the original stage theatrical lighting/dimming system.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	103.1		\$	Update all exit lighting to LED.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	103.2		\$	Remove ceiling mounted emergency lighting and add wall pacs throughout.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	107.2		\$	Upgrade the remaining clocks to wireless.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	107.4		\$	Replace the older type stage sound system.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	107.5		\$	Replace the end of life Cisco data switches.				9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
4	N/A	\$ -	\$ -	No Priority 4 items in BCSR reported				
5	N/A	\$ -	\$ -	No Priority 5 items in BCSR reported				

Attachment No.: 5
The Pines Elementary
School

J.C. Broderick & Associates, Inc.
Environmental Consulting & Testing
1775 Expressway Drive, North
Hauppauge, New York 11788




THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Office of Facilities Planning, 89 Washington Avenue, Room 360 Education Building Annex, Albany, NY 12234
 Tel. (518) 474-3906
 Email: emscfp@nysed.gov
 www.p12.nysed.gov/facplan/

**NYS Office of Parks, Recreation, and Historic Preservation
 Project Review Exemption Based on the
 Letter of Resolution**

District: Hauppauge Union Free School District Date: _____

Building: The Pine Elementary School Firm: _____

Building 22 Holly Drive Firm _____
 Address: Smithtown, New York 11787 Address: _____

SED Project Control Number

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In Accordance with the Letter of Resolution (LOR) between the New York State Education Department (SED), and the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP), this project is **exempt** from OPRHP review based on the following:

- ☐ The Building is less than 50 years old at the time of project initiation and it is not the work of a recognized Master Architect, Designer, or Builder, or associated with persons or events significant in the history of the State of New York.

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OPRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

- ☒ This Building is 50 years old or older. The entire building has been previously evaluated by OPRHP and found not to meet the criteria for inclusion in the State and National Register. (**NOTE: Attach previous determination from OPRHP stating the entire building does not meet criteria.**)

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OPRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

- ☐ The project work on this building falls under Appendix A of the LOR, has been designed in accordance with the LOR, certain scope of work items have been submitted to OPRHP for review and approval if required by the LOR, and therefore the project will have little or no potential impact on the character of historic resources. (**NOTE: Attach copy of transmittal submitting portions of work to OPRHP if required.**)

The undersigned licensed professional hereby certifies that regardless of the above selection, any portions of the project that include site work or ground disturbance, not in compliance with Appendix A, have been submitted to OPRHP for review of possible impacts to archeological resources. If submitted for OPRHP review, attach a copy of the transmittal letter or the SHPO determination letter.

CERTIFICATION:

- ☒ The undersigned licensed professional hereby certifies that the work of this project is exempt from OPRHP review for historic resources based on the above selections.

 Signature

 License Number

 Print Name

USN Details

Criteria Spatial

1. Navigate to your criteria

Option A: Zoom to a Criteria

Select County... [Select County...]

Option B: Find an Address

22 Holly Drive, Smithtown

2. Define or refine the criteria

Click a button below to refine the criteria

Point

3. Generate a search

Generate a [Generate a Search]

[Generate a Search]

10308.000884: Building - Not Eligible

Pines Elementary School

22 Holly Drive, Smithtown NY

Overview

Inventory Data

NR Status (0)

MCDs (1)

Children (0)

Determinations (0)

Photos (2)

Atts. (1)


Agmts. (0)

Projects (0)

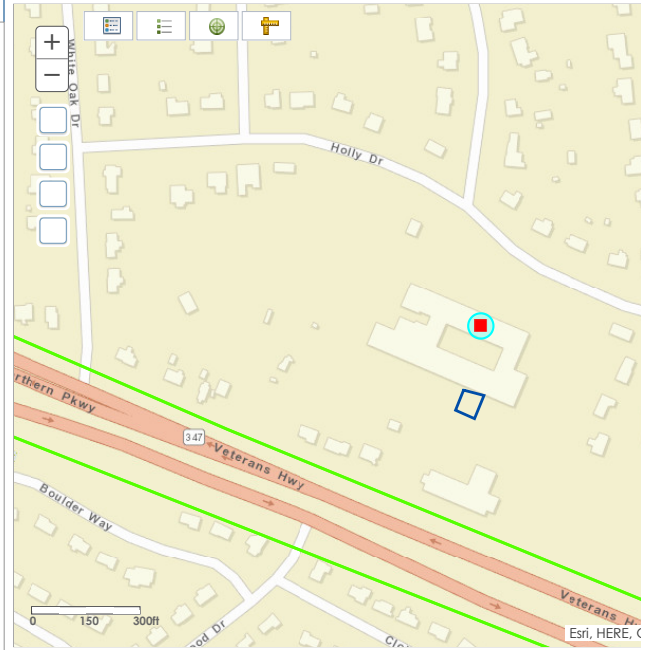
Surveys (0)

Submitted (1)

Type: Building
Classification: Building
Parent USN:
Is Contributing:
Is Demolished:
Is in a Certified District:
Is a National Historic Landmark:
Is State Board Approved:
Is State Register Listed:


Eligibility: Not Eligible**Notes:**

County	MCD
Suffolk	SMITHTOWN (Town)



Search

Reset

Table No.: 5

Hauppauge Union Free School District			
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT			BBS
	<u>Selected Priorities 1 & 2</u>		

<u>Pines Elementary School</u>								
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments
1	41	\$		Extend gas header vent line up above roof line to eliminate odors.	X			"Done in-house " - was: \$5,000; goes to \$0.
1	82.1	\$		Replace all remaining original interior doors & hardware; original doors delaminating & hardware is fatigued. Replace 2 pairs of doors at top of 2nd floor stair towers which do not carry C label fire ratings.	X			
1	82.2	\$		Additional request for wireless access control to all corridor-based interior doors would increase cost by \$325,000.	X			
1	87	\$		Provide a natural gas detection system in the boiler room.	X			
1	88.1	\$		Provide mechanical fresh air into Room M-13.	X			
1	88.2	\$		Provide mechanical fresh air into Room M-9.	X			
1	88.3	\$		Refurbish Cafeteria air handling units (2) to ensure proper operation.	X			
1	88.4	\$		Provide mechanical fresh air into the former locker room.	X			
1	90	\$		Repair or replace sharp baseboard enclosures in the hallway areas.	X			
1	97.1	\$		Provide an emergency eyewash station on the Nurse's sink.	X			"Done in-house on 5/1/23 " Was \$4,000; now \$0.
16								

Table No.: 5

Hauppauge Union Free School District								
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT								BBS
Selected Priorities 1 & 2								
								Updated: 9/21/2023 per 9/19 BoE Meeting Updated: 10/6/2023 from 9/28/23 District Meeting
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments
1	97.2	\$		Add a handwash sink for the kitchen serving line as required.	X			"Done in-house on 5/1/23 " Was \$10,000; now \$0.
1	97.3	\$		Provide an emergency eyewash station in a custodial area.	X			"Done in-house on 5/1/23 " Was \$4,000; now \$0.
1	103.1	\$		Provide emergency lighting in Gymnasium, if currently does not exist.	X			
1	103.2	\$		Provide emergency lighting in courtyard area.	X			
1	103.3	\$		Replace damaged hallway exit sign.	X			"Done in-house on 5/1/23 " Was \$1,000; now \$0.
1	107.2	\$		Replace the damaged exterior PA speaker.	X			5/15/23 - General Fund?
1	112	\$		Rear (south) exterior doors leading to asphalt walkway to new play areas require improved egress ramps & rails to grade at (7) locations. Access to upper field is limited to staircase only.	X			
1	113	\$		Recommend replacement of remaining rear (south) adjoining asphalt walkways (approx. 4,320 sf) to new play equipment. An allowance is also provided to continue repairs to front stair treads & ramps. Install rails at flagpole steps.	X			
1	115	\$		Additional ADA toilet upgrades are recommended to all existing 1st floor toilets, including staff toilets. New finishes & fixtures along with new accessories complying with current ADA reach railings are recommended.	X			5/15/23 - Scope Reduced. Was originally \$548,000; cost reduced by \$162,000; now \$386,000.
2	41	\$		Scrape and paint all gas piping.				5/15/23 - Completed in-house. Was \$20,000;now \$0.
2	55	\$		Prior BCSR cites front bus loop & parking lot were replaced in summer 2014. Remaining asphalt pavement to east (25,900 sf) to south (12,600 sf of play lots), to southwest (12,920 sf of play lots) and west (14,140 sf) are all in need of replacement over next 10 years. We are providing costs for 50% of the total area over the next 5 year period to address the asphalt in the worst condition.	X			10/5/23 - Cost reduced by \$210,000 to allow for 30 additional parking spaces requested from 10/4 District interviews w/principal. Added \$80,000 from HS vaping sensors omission.
2	55.1	\$		School principal states building contains 125 staff members, yet only 95 staff parking spaces exist. Provide an additional (30) parking spaces @ approx \$7,000/space.	X			10/5/23 - Item added by District after final principal review on 10/4/23.
2	56	\$		We recommend replacement of all remaining original concrete sidewalks, undergoing settlement & cracking. Approx 5,540 sf.	X			
2	69	\$		Replace remaining original exterior doors, frames & hardware, including both pairs of courtyard doors & all main (north) entries.	X			
2	73	\$		While roof was recoated in 2021, the existing wood boxed soffits show signs of deteriorating & rotting. We recommend full replacement at front 2-story wing and at the perimeter of the enclosed courtyard. (Rear 2 story construction utilizes flush copings.)	X			
2	77	\$		Replace remaining original classroom/office VAT.	X			
2	80	\$		Existing ceilings & lighting at classrooms should be updated with new grid, tile & LED fixtures to improve overall lighting and provide more energy efficiency.	X			
2	87.1	\$		Provide cap on boiler chimney to reduce water infiltration.	X			
2	87.2	\$		Replace the leaking boiler relief valve.	X			"done inhouse on 5/1/23 " Was \$3,000; now \$0.
2	88	\$		Supplement the kitchen exhaust to reduce overheating.	X			
2	101	\$		Replace the original Federal Pacific electrical panels.	X			
2	102	\$		Provide additional exterior lighting in the rear of the building and the right side of the front of the building.	X			5/15/23 - Item may be assigned to B&G ?
2	107.1	\$		Add a smart board to the science room.	X			
2	107.2	\$		Provide additional wireless access points for proper coverage.	X			
2	107.4	\$		Provide (10) additional CCTV Security cameras.	X			

Table No.: 5

Hauppauge Union Free School District								
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT								BBS
Selected Priorities 1 & 2								
								Updated: 9/21/2023 per 9/19 BoE Meeting Updated: 10/6/2023 from 9/28/23 District Meeting
2	107.5	\$ 110,000		Replace the older type maxed out door access/door ajar control system.	X			
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments
3 2	107.1	\$		Replace the older type PA/Intercom system and tie to the phone switch for enhanced emergency communications, also tie to lockdown system.	X			
3 2	89.3	\$		Provide air conditioning for the Gymnasium.	X			
3 2	89.4	\$		Provide ductless split A/C units in the Gym Coaches offices.	X			5/15/23 - "Will be done in-house " - Item omitted to keep bond under \$60M. Was \$80,000; now \$0.
3 2	46		\$	During interview it was stated that localized flooding occurs at the front parking lot after heavy rain events. An allowance is provided for investigation & remediation of the flooding.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. - 9/11/23 - Elevated to a P2; Now a "B List" Item.
3 2	89.2		\$	Provide air conditioning in the Cafetorium.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. - 9/11/23 - Elevated to a P2; Now a "B List" Item.
3 2	104		\$	Replace the abandoned original Cummins diesel generator to restore to operable condition.		X		5/15/23 - District Facility Committee eliminates majority of P3 through P5 items. - 9/11/23 - Elevated to a P2; Now a "B List" Item.
1	96		\$	Provide a mixing valve or separate water heater for the kitchen to provide 140°F water to the kitchen and 110°F to the student sinks.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
1	105		\$	Add horn/strobe units to exterior of the building.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
1	107.1		\$	Provide an area of rescue assistance system on one of the second floor stairwells.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
1	116		\$	A portable vertical transfer lift is recommended for stage access.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
2	75		\$	Interior Walls - No issues raised during the interview & walkthrough. District to monitor & maintain. A 2nd floor library renovation was discussed; although there are spatial limitations, a budget of \$500/sf has been provided for the 1,456 sf space.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
2	91		\$	Repair the small gym rooftop ductwork insulation to prevent further water infiltration.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
2	93		\$	Insulate the main water service piping in the boiler room storage area to prevent condensation.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
2	97		\$	Install a new three compartment sink in the kitchen.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
2	107.3		\$	Replace the problematic video intercom station.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
2	107.6		\$	Provide a visitor management system.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	58		\$	Upper field requires extensive restoration work, including regrading, aeration, top dressing & irrigation.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	66		\$	Miscellaneous masonry repairs are needed – cafeteria lintels to be addressed, an allowance for 20% of gross wall area (53,250 sf) is provided for repointing.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	67		\$	Replace double chimney caps & repoint chimney.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	70		\$	Recommend reconstruction of exterior main stair to upper field, located at the southwest corner of the site, which connects the asphalt play area to the upper baseball fields. Upper portion of the steps has begun to shift, creating a potential trip hazard. Add an additional handrail should be installed down the middle of the stairway.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..
3	72		\$	Install low emissivity window film along the south elevation to reduce heat island effect/solar gain. A working allowance is recommended for the next 5 year period to address future maintenance & hardware concerns as they arise.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..

Table No.: 5

Hauppauge Union Free School District									
Initial Projects List for 2023 Proposed Bond - FINAL DRAFT									BBS
<u>Selected Priorities 1 & 2</u>									
								Updated: 9/21/2023 per 9/19 BoE Meeting Updated: 10/6/2023 from 9/28/23 District Meeting	
3	74		\$	No issues raised during interview or walkthrough. A working allowance is recommended for the next 5 year period to address localized settlement cracks. District to monitor & maintain.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments	
3	78		\$	All corridors contain terrazzo flooring still in serviceable condition. District to monitor & maintain. Remove existing dimensional tile cove base at 5 wing addition (Gym, S12 to S15.) (approx. 224 LF) @ \$45/sf.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	88.1		\$	Replace one original exhaust fan due to age.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	88.2		\$	Replace exhaust fan # 4 for 3 student bathrooms.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	88.3		\$	Provide supplemental heat in the Main Office area to eliminate electric heat.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	89.1		\$	Replace the water cooled walk in box condenser unit with a DX unit.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	90		\$	Reinsulate exposed piping in Boiler Room.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	92		\$	Connect remaining pneumatic temperature controls to DDC and replace failing plastic control valve actuators. Also, connect the extension into the BMS System. Provide stand alone DDC controller to eliminate reliance on the HS server for building control.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	97		\$	Replace two problematic exterior hose faucets.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	102.1		\$	Replace the original rheostat-type stage dimming system with a basic lighting control system.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	102.2		\$	Add work lighting to Stage.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	102.3		\$	Change the lighting controls in the Gym to toggle switches.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	104		\$	Replace the abandoned original Cummins diesel generator to restore to operable condition.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	107.2		\$	Upgrade the Stage sound system.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	107.3		\$	Provide a permanent sound system in the Gymnasium.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	107.4		\$	Replace the older type telephone system with a new VOIP system.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	107.5		\$	Replace (6) problematic Primex wireless clocks.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
3	107.6		\$	Replace older Cisco data equipment which is nearing end of life.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
4	101		\$	Replace the original main switchgear which is nearing end of life.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
Priority	BCSR Number	"A List" Total	"B List" Total	Description	A List	B List	EPC	District Comments	
5	42		\$	Tank is now out of the 30 year warranty. Eventual consideration should be given for replacement.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
5	96		\$	Replace the Bradford White water heater due to age.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	
5	101		\$	Provide a rooftop lightning protection system.		X		9/28/23 - District requests all remaining unselected P1s & P2s, plus all P3 to P5 items be added to B List..	