

## NYC CHARTER SCHOOLS DATA SERVICES AGREEMENT AUTHORIZATION

The NYC Charter Schools Data Services Agreement, annexed hereto, is approved as of the date of execution of this authorization by The Board of Cooperative Educational Services, First Supervisory District of Suffolk County, having its principal place of business at 201 Sunrise Highway, Patchogue, New York 11772, for the sole and exclusive purpose of agreeing to provide data processing services, in accordance with New York State Education Law §1950.4.h.(4), directly to any of the licensed charter schools in the jurisdiction of the City of New York which has been granted authority to operate under the New York State Charter Schools Act of 1998. A list of eligible charter schools is attached hereto as Exhibit 1 (NYC Charter School: 2023 - 2024 school year). The NYC Charter Schools Data Services Agreement shall be binding with any charter school which acknowledges acceptance to the terms and conditions of the NYC Charter Schools Data Services Agreement by their execution of a copy of an Agreement, a blank copy of which is attached hereto, countersigned and acknowledged by the Eastern Suffolk BOCES Director of the Regional Information Center or the Associate Superintendent for Educational Services. The Board authorizes the Director of the Regional Information Center or in their absence the Associate Superintendent of Educational Services to execute the NYC Charter Schools Data Services Agreement with any licensed charter school listed on Exhibit 1. Upon execution by both a properly licensed charter school located in the City of New York and the Eastern Suffolk BOCES Director of Regional Information Center, or in their absence the Associate Superintendent of Educational Services, the Agreement shall be binding upon both Eastern Suffolk BOCES and the individual charter school.

Upon execution below, this NYC Charter Schools Data Services Agreement Authorization shall be valid as of the date of execution and shall remain valid until June 30, 2024. This NYC Charter Schools Data Services Agreement Authorization may be renewed at any interval shorter than one (1) year to accommodate any amendment to the terms and conditions provided herein. Any renewal executed prior to the expiration of the term shall be effective as of July 1 of the renewal year.

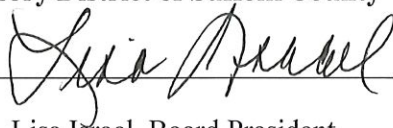
Execution of the Agreement by any participating eligible NYC charter school is an acknowledgment of this authorization and acceptance of a copy of this authorization in place of an original.

**Board of Cooperative Educational Services,  
First Supervisory District of Suffolk County**

By:

Name and

Title:



Lisa Israel, Board President

Date:

2/28/24

Address:

201 Sunrise Highway

Patchogue, New York 11772

### **Exhibit 1**

	<b>Institution Code</b>	<b>List of NYC Charter Schools, 2023 - 2024 School Year</b>
1.	80064236	ACADEMIC LEADERSHIP CHARTER SCHOOL
2.	80070183	ACADEMY OF THE CITY CHARTER SCHOOL
3.	80063975	ACHIEVEMENT FIRST APOLLO CHARTER SCHOOL
4.	80070171	ACHIEVEMENT FIRST ASPIRE CHARTER SCHOOL
5.	80061077	ACHIEVEMENT FIRST BROWNSVILLE CHARTER SCHOOL
6.	80058356	ACHIEVEMENT FIRST CROWN HEIGHTS CHARTER SCHOOL
7.	80058357	ACHIEVEMENT FIRST EAST NEW YORK CHARTER SCHOOL
8.	80059324	ACHIEVEMENT FIRST ENDEAVOR CHARTER SCHOOL
9.	80084523	ACHIEVEMENT FIRST LEGACY CHARTER SCHOOL
10.	80082611	ACHIEVEMENT FIRST LINDEN CHARTER SCHOOL
11.	80076142	ACHIEVEMENT FIRST NORTH BROOKLYN PREPARATORY CHARTER SCHOOL
12.	80084525	ACHIEVEMENT FIRST VOYAGER CHARTER SCHOOL
13.	80059570	ACHIEVEMENT FIRST-BUSHWICK CHARTER SCHOOL
14.	80090717	AECI II: NYC CHARTER HS FOR COMPUTER ENGINEERING AND INNOVATION
15.	80047051	AMBER CHARTER SCHOOL EAST HARLEM
16.	80091164	AMBER CHARTER SCHOOL INWOOD
17.	80084247	AMBER CHARTER SCHOOL KINGSBRIDGE
18.	80082483	AMERICAN DREAM CHARTER SCHOOL
19.	80083985	ATMOSPHERE ACADEMY PUBLIC CHARTER SCHOOL
20.	80061081	BEDFORD STUYVESANT COLLEGIATE CHARTER SCHOOL
21.	80067232	BEDFORD STUYVESANT NEW BEGINNINGS CHARTER SCHOOL
22.	80071156	BEGINNING WITH CHILDREN CHARTER SCHOOL II
23.	80090246	BOLD CHARTER SCHOOL
24.	80071084	BOYS PREPARATORY CHARTER SCHOOL OF NEW YORK
25.	80090253	BRIDGE PREPARATORY CHARTER SCHOOL
26.	80090773	BRILLA CARITAS CHARTER SCHOOL
27.	80074675	BRILLA COLLEGE PREPARATORY CHARTER SCHOOL
28.	80090774	BRILLA PAX CHARTER SCHOOL
29.	80087930	BRILLA VERITAS CHARTER SCHOOL
30.	80061090	BRONX ACADEMY OF PROMISE CHARTER SCHOOL
31.	80090719	BRONX ARTS AND SCIENCE CHARTER SCHOOL
32.	80056593	BRONX CHARTER SCHOOL FOR BETTER LEARNING
33.	80083986	BRONX CHARTER SCHOOL FOR BETTER LEARNING II
34.	80056172	BRONX CHARTER SCHOOL FOR CHILDREN
35.	80056707	BRONX CHARTER SCHOOL FOR EXCELLENCE
36.	80086903	BRONX CHARTER SCHOOL FOR EXCELLENCE 2
37.	80088149	BRONX CHARTER SCHOOL FOR EXCELLENCE 3
38.	80089003	BRONX CHARTER SCHOOL FOR EXCELLENCE 4
39.	80089004	BRONX CHARTER SCHOOL FOR EXCELLENCE 5
40.	80055808	BRONX CHARTER SCHOOL FOR THE ARTS
41.	80061078	BRONX COMMUNITY CHARTER SCHOOL
42.	80061079	BRONX GLOBAL LEARNING INSTITUTE FOR GIRLS CHARTER SCHOOL
43.	80055860	BRONX PREPARATORY CHARTER SCHOOL
44.	80061080	BROOKLYN ASCEND CHARTER SCHOOL
45.	80044900	BROOKLYN CHARTER SCHOOL (THE)
46.	80068331	BROOKLYN DREAMS CHARTER SCHOOL
47.	80088150	BROOKLYN EMERGING LEADERS ACADEMY CHARTER SCHOOL



	Institution Code	List of NYC Charter Schools, 2023 - 2024 School Year
48.	80056456	BROOKLYN EXCELSIOR CHARTER SCHOOL
49.	80082484	BROOKLYN LABORATORY CHARTER SCHOOL
50.	80083989	BROOKLYN PROSPECT CHARTER SCHOOL - CSD 13.2
51.	80090775	BROOKLYN PROSPECT CHARTER SCHOOL - CSD 15.2
52.	80083987	BROOKLYN PROSPECT CHARTER SCHOOL-CSD 13
53.	80063976	BROOKLYN PROSPECT CHARTER SCHOOL-CSD 15
54.	80090721	BROOKLYN RISE CHARTER SCHOOL
55.	80064237	BROOKLYN SCHOLARS CHARTER SCHOOL
56.	80071074	BROOKLYN URBAN GARDEN CHARTER SCHOOL
57.	80069913	BROOME STREET ACADEMY CHARTER HIGH SCHOOL
58.	80064233	BROWNSVILLE ASCEND CHARTER SCHOOL
59.	80063979	BROWNSVILLE COLLEGIATE CHARTER SCHOOL
60.	80067493	BUSHWICK ASCEND CHARTER SCHOOL
61.	80072840	CANARSIE ASCEND CHARTER SCHOOL
62.	80084243	CAPITAL PREPARATORY (CP) HARLEM CHARTER SCHOOL
63.	80090780	CAPITAL PREPARATORY BRONX CHARTER SCHOOL
64.	80089573	CARDINAL MCCLOSKEY COMMUNITY CHARTER SCHOOL
65.	80076143	CENTRAL BROOKLYN ASCEND CHARTER SCHOOL
66.	80071161	CENTRAL QUEENS ACADEMY CHARTER SCHOOL
67.	80067496	CHALLENGE PREPARATORY CHARTER SCHOOL
68.	80082485	CHARTER HIGH SCHOOL FOR LAW AND SOCIAL JUSTICE
69.	80071164	CHILDREN'S AID COLLEGE PREPARATORY CHARTER SCHOOL
70.	80070182	CHOICE CHARTER SCHOOL
71.	80082486	COLLEGIATE ACADEMY FOR MATHEMATICS & PERSONAL AWARENESS
72.	80045417	COMMUNITY PARTNERSHIP CHARTER SCHOOL
73.	80059312	COMMUNITY ROOTS CHARTER SCHOOL
74.	80082487	COMPASS CHARTER SCHOOL
75.	80063971	CONEY ISLAND PREPARATORY PUBLIC CHARTER SCHOOL
76.	80090254	CREO COLLEGE PREPARATORY CHARTER SCHOOL
77.	80067494	CULTURAL ARTS ACADEMY CHARTER SCHOOL AT SPRING CREEK
78.	80089574	CYPRESS HILLS ASCEND CHARTER SCHOOL
79.	80070174	DEMOCRACY PREP ENDURANCE CHARTER SCHOOL
80.	80067495	DEMOCRACY PREP HARLEM CHARTER SCHOOL
81.	80059313	DEMOCRACY PREPARATORY CHARTER SCHOOL
82.	80067013	DR RICHARD IZQUIERDO HEALTH AND SCIENCE CHARTER SCHOOL
83.	80061082	DREAM CHARTER SCHOOL EAST HARLEM
84.	80090789	DREAM CHARTER SCHOOL HIGHBRIDGE
85.	80090791	DREAM CHARTER SCHOOL MOTT HAVEN
86.	80090795	EARL MONROE NEW RENAISSANCE BASKETBALL ACADEMY CHARTER SCHOOL
87.	80089927	EARLY COLLEGE CHARTER SCHOOL
88.	80089575	EAST BROOKLYN ASCEND CHARTER SCHOOL (EBACS)
89.	80090784	EAST FLATBUSH ASCEND CHARTER SCHOOL (EFACS)
90.	80070176	EAST HARLEM SCHOLARS ACADEMY CHARTER SCHOOL
91.	80076141	EAST HARLEM SCHOLARS ACADEMY CHARTER SCHOOL II
92.	80087934	EDMUND W GORDON BROOKLYN LABORATORY CHARTER SCHOOL
93.	80089576	ELM COMMUNITY CHARTER SCHOOL
94.	80067236	EMBER CHARTER SCHOOL FOR MINDFUL EDUCATION, INNOVATION & TRANSFORMATION
95.	80089569	EMBLAZE ACADEMY CHARTER SCHOOL
96.	80064235	EQUALITY CHARTER SCHOOL

	Institution Code	List of NYC Charter Schools, 2023 - 2024 School Year
97.	80061094	EQUITY PROJECT CHARTER SCHOOL (THE)
98.	80056787	EXCELLENCE BOYS CHARTER SCHOOL OF BEDFORD STUYVESANT
99.	80064231	EXCELLENCE GIRLS CHARTER SCHOOL
100.	80048424	EXPLORE CHARTER SCHOOL
101.	80063972	EXPLORE EMPOWER CHARTER SCHOOL
102.	80071162	EXPLORE EXCEED CHARTER SCHOOL
103.	80070559	EXPLORE EXCEL CHARTER SCHOOL
104.	80046302	FAMILY LIFE ACADEMY CHARTER SCHOOL
105.	80071155	FAMILY LIFE ACADEMY CHARTER SCHOOL II
106.	80082610	FAMILY LIFE ACADEMY CHARTER SCHOOL III
107.	80091166	FAMILY LIFE ACADEMY CHARTER SCHOOLS HIGH SCHOOL
108.	80090781	FLATBUSH ASCEND CHARTER SCHOOL
109.	80088152	FORTE PREPARATORY ACADEMY CHARTER SCHOOL
110.	80058358	FUTURE LEADERS INSTITUTE CHARTER SCHOOL
111.	80057553	GIRLS PREPARATORY CHARTER SCHOOL OF NEW YORK
112.	80064291	GIRLS PREPARATORY CHARTER SCHOOL OF THE BRONX
113.	80091167	GIRLS PREPARATORY CHARTER SCHOOL OF THE BRONX II
114.	80071075	GLOBAL COMMUNITY CHARTER SCHOOL
115.	80057943	GRAND CONCOURSE ACADEMY CHARTER SCHOOL
116.	80075841	GREAT OAKS CHARTER SCHOOL
117.	80063974	GROWING UP GREEN CHARTER SCHOOL
118.	80086908	GROWING UP GREEN CHARTER SCHOOL II
119.	80047167	HARBOR SCIENCE AND ARTS CHARTER SCHOOL
120.	80057519	HARLEM CHILDREN'S ZONE PROMISE ACADEMY CHARTER SCHOOL
121.	80058981	HARLEM CHILDREN'S ZONE PROMISE ACADEMY II CHARTER SCHOOL
122.	80058135	HARLEM LINK CHARTER SCHOOL
123.	80034143	HARLEM PREP CHARTER SCHOOL
124.	80056181	HARLEM VILLAGE ACADEMY EAST CHARTER SCHOOL
125.	80090259	HARLEM VILLAGE ACADEMY WEST 2 CHARTER SCHOOL
126.	80056180	HARLEM VILLAGE ACADEMY WEST CHARTER SCHOOL
127.	80046300	HARRIET TUBMAN CHARTER SCHOOL
128.	80064234	HEBREW LANGUAGE ACADEMY CHARTER SCHOOL
129.	80089045	HEBREW LANGUAGE ACADEMY CHARTER SCHOOL 2
130.	80058308	HELLENIC CLASSICAL CHARTER SCHOOL
131.	80090834	HELLENIC CLASSICAL CHARTER SCHOOL - STATEN ISLAND
132.	80067233	HYDE LEADERSHIP CHARTER SCHOOL - BROOKLYN
133.	80046301	ICAHN CHARTER SCHOOL 1
134.	80060418	ICAHN CHARTER SCHOOL 2
135.	80061091	ICAHN CHARTER SCHOOL 3
136.	80063983	ICAHN CHARTER SCHOOL 4
137.	80067237	ICAHN CHARTER SCHOOL 5
138.	80071154	ICAHN CHARTER SCHOOL 6
139.	80071153	ICAHN CHARTER SCHOOL 7
140.	80067234	IMAGINE ME LEADERSHIP CHARTER SCHOOL
141.	80067032	INNOVATION CHARTER HIGH SCHOOL
142.	80059326	INTERNATIONAL LEADERSHIP CHARTER HIGH SCHOOL
143.	80067014	INWOOD ACADEMY FOR LEADERSHIP CHARTER SCHOOL
144.	80090255	IVY HILL PREPARATORY CHARTER SCHOOL
145.	80047608	JOHN V LINDSAY WILDCAT ACADEMY CHARTER SCHOOL



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146.	80064491	JOHN W LAVELLE PREPARATORY CHARTER SCHOOL
147.	80059786	KINGS COLLEGIATE CHARTER SCHOOL
148.	80034168	KIPP ACADEMY CHARTER SCHOOL
149.	80058839	KIPP ALWAYS MENTALLY PREPARED CHARTER SCHOOL
150.	80091168	KIPP BEYOND CHARTER SCHOOL
151.	80090260	KIPP BRONX CHARTER SCHOOL II
152.	80090261	KIPP BRONX CHARTER SCHOOL III
153.	80089926	KIPP FREEDOM CHARTER SCHOOL
154.	80058367	KIPP INFINITY CHARTER SCHOOL
155.	80071076	KIPP NYC WASHINGTON HEIGHTS ACADEMY CHARTER SCHOOL
156.	80056596	KIPP STAR COLLEGE PREP CHARTER SCHOOL
157.	80061085	LA CIMA CHARTER SCHOOL
158.	80090792	LAMAD ACADEMY CHARTER SCHOOL
159.	80070180	LAUNCH EXPEDITIONARY LEARNING CHARTER SCHOOL
160.	80059325	LEADERS IN OUR NEIGHBORHOOD CHARTER SCHOOL
161.	80059311	LEADERSHIP PREPARATORY BEDFORD STUYVESANT CHARTER SCHOOL
162.	80063981	LEADERSHIP PREPARATORY BROWNSVILLE CHARTER SCHOOL
163.	80063982	LEADERSHIP PREPARATORY CANARSIE CHARTER SCHOOL
164.	80063980	LEADERSHIP PREPARATORY OCEAN HILL CHARTER SCHOOL
165.	80090723	LEEP DUAL LANGUAGE ACADEMY CHARTER SCHOOL
166.	80088148	LEGACY COLLEGE PREPARATORY CHARTER SCHOOL
167.	80057944	MANHATTAN CHARTER SCHOOL
168.	80071163	MANHATTAN CHARTER SCHOOL II
169.	80076137	MATH, ENGINEERING AND SCIENCE ACADEMY CHARTER HIGH SCHOOL
170.	80042390	MERRICK ACADEMY-QUEENS PUBLIC CHARTER SCHOOL
171.	80076138	MIDDLE VILLAGE PREPARATORY CHARTER SCHOOL
172.	80071085	MOTT HALL CHARTER SCHOOL
173.	80061086	MOTT HAVEN ACADEMY CHARTER SCHOOL
174.	80071078	NEIGHBORHOOD CHARTER SCHOOL OF HARLEM
175.	80089928	NEIGHBORHOOD CHARTER SCHOOL-BRONX
176.	80075846	NEW AMERICAN ACADEMY CHARTER SCHOOL (THE)
177.	80071079	NEW DAWN CHARTER HIGH SCHOOL
178.	80090257	NEW DAWN CHARTER HIGH SCHOOL II
179.	80059088	NEW HEIGHTS ACADEMY CHARTER SCHOOL
180.	80084244	NEW VENTURES CHARTER SCHOOL
181.	80070533	NEW VISIONS AIM CHARTER HIGH SCHOOL I
182.	80070534	NEW VISIONS AIM CHARTER HIGH SCHOOL II
183.	80070185	NEW VISIONS CHARTER HIGH SCHOOL FOR ADVANCED MATH AND SCIENCE
184.	80071080	NEW VISIONS CHARTER HIGH SCHOOL FOR ADVANCED MATH AND SCIENCE II
185.	80075843	NEW VISIONS CHARTER HIGH SCHOOL FOR ADVANCED MATH AND SCIENCE III
186.	80075842	NEW VISIONS CHARTER HIGH SCHOOL FOR ADVANCED MATH AND SCIENCE IV
187.	80070186	NEW VISIONS CHARTER HIGH SCHOOL FOR THE HUMANITIES
188.	80071081	NEW VISIONS CHARTER HIGH SCHOOL FOR THE HUMANITIES II
189.	80075844	NEW VISIONS CHARTER HIGH SCHOOL FOR THE HUMANITIES IV
190.	80067673	NEW WORLD PREPARATORY CHARTER SCHOOL
191.	80061087	NYC CHARTER HS FOR ARCHITECTURE, ENGINEERING & CONSTRUCTION INDUSTRIES
192.	80086904	NEW YORK CITY CHARTER SCHOOL OF THE ARTS
193.	80067011	NEW YORK FRENCH-AMERICAN CHARTER SCHOOL
194.	80063771	NORTHSIDE CHARTER HIGH SCHOOL



	Institution Code	List of NYC Charter Schools, 2023 - 2024 School Year
195.	80067031	NUASIN NEXT GENERATION CHARTER SCHOOL
196.	80087932	NYC AUTISM CHARTER SCHOOL BRONX
197.	80058980	NYC AUTISM CHARTER SCHOOL EAST HARLEM
198.	80063977	OCEAN HILL COLLEGIATE CHARTER SCHOOL
199.	80057639	OPPORTUNITY CHARTER SCHOOL
200.	80042203	OUR WORLD NEIGHBORHOOD CHARTER SCHOOL
201.	80088151	OUR WORLD NEIGHBORHOOD CHARTER SCHOOL 2
202.	80090800	OUR WORLD NEIGHBORHOOD CHARTER SCHOOL 3
203.	80061098	PAVE ACADEMY CHARTER SCHOOL
204.	80057613	PENINSULA PREPARATORY ACADEMY CHARTER SCHOOL
205.	80057638	PHAROS ACADEMY CHARTER SCHOOL
206.	80042221	RENAISSANCE CHARTER SCHOOL
207.	80089571	RENAISSANCE CHARTER SCHOOL 2 (THE)
208.	80090258	RICHMOND PREPARATORY CHARTER SCHOOL
209.	80067235	RIVERTON STREET CHARTER SCHOOL
210.	80067015	ROCHDALE EARLY ADVANTAGE CHARTER SCHOOL
211.	80083429	ROSALYN YALOW CHARTER SCHOOL
212.	80086906	SCHOOL IN THE SQUARE PUBLIC CHARTER SCHOOL
213.	80047050	SISULU-WALKER CHARTER SCHOOL OF HARLEM
214.	80058885	SOUTH BRONX CHARTER SCHOOL FOR INTERNATIONAL CULTURES AND THE ARTS
215.	80059317	SOUTH BRONX CLASSICAL CHARTER SCHOOL
216.	80074677	SOUTH BRONX CLASSICAL CHARTER SCHOOL II
217.	80084246	SOUTH BRONX CLASSICAL CHARTER SCHOOL III
218.	80089044	SOUTH BRONX CLASSICAL CHARTER SCHOOL IV
219.	80086907	SOUTH BRONX COMMUNITY CHARTER HIGH SCHOOL
220.	80082489	SOUTH BRONX EARLY COLLEGE ACADEMY CHARTER SCHOOL
221.	80061088	ST. HOPE LEADERSHIP ACADEMY CHARTER SCHOOL
222.	80090726	STATEN ISLAND HEBREW PUBLIC CHARTER SCHOOL
223.	80084245	STOREFRONT ACADEMY CHARTER SCHOOL
224.	80090802	STOREFRONT ACADEMY HARLEM CHARTER SCHOOL
225.	80070173	SUCCESS ACADEMY CHARTER SCHOOL - BED STUY 1
226.	80082605	SUCCESS ACADEMY CHARTER SCHOOL - BENSONHURST
227.	80082604	SUCCESS ACADEMY CHARTER SCHOOL - BRONX 4
228.	80082607	SUCCESS ACADEMY CHARTER SCHOOL - ROSEDALE
229.	80082608	SUCCESS ACADEMY CHARTER SCHOOL - SPRINGFIELD GARDENS
230.	80082603	SUCCESS ACADEMY CHARTER SCHOOL - WASHINGTON HEIGHTS
231.	80071157	SUCCESS ACADEMY CHARTER SCHOOL-BED STUY 2
232.	80084534	SUCCESS ACADEMY CHARTER SCHOOL-BED STUY 3
233.	80068332	SUCCESS ACADEMY CHARTER SCHOOL-BRONX 1
234.	80068333	SUCCESS ACADEMY CHARTER SCHOOL-BRONX 2
235.	80075838	SUCCESS ACADEMY CHARTER SCHOOL-BRONX 3
236.	80084528	SUCCESS ACADEMY CHARTER SCHOOL-BRONX 5 LOWER
237.	80084536	SUCCESS ACADEMY CHARTER SCHOOL-BRONX 5 UPPER
238.	80084535	SUCCESS ACADEMY CHARTER SCHOOL-BUSHWICK
239.	80071158	SUCCESS ACADEMY CHARTER SCHOOL-COBBLE HILL
240.	80075835	SUCCESS ACADEMY CHARTER SCHOOL-CROWN HEIGHTS
241.	80084529	SUCCESS ACADEMY CHARTER SCHOOL-FAR ROCKAWAY
242.	80084533	SUCCESS ACADEMY CHARTER SCHOOL-FLATBUSH
243.	80075833	SUCCESS ACADEMY CHARTER SCHOOL-FORT GREENE



	<b>Institution Code</b>	<b>List of NYC Charter Schools, 2023 - 2024 School Year</b>
244.	80059316	SUCCESS ACADEMY CHARTER SCHOOL-HARLEM 1
245.	80061092	SUCCESS ACADEMY CHARTER SCHOOL-HARLEM 2
246.	80061084	SUCCESS ACADEMY CHARTER SCHOOL-HARLEM 3
247.	80061093	SUCCESS ACADEMY CHARTER SCHOOL-HARLEM 4
248.	80067671	SUCCESS ACADEMY CHARTER SCHOOL-HARLEM 5
249.	80084527	SUCCESS ACADEMY CHARTER SCHOOL-HARLEM 6
250.	80075837	SUCCESS ACADEMY CHARTER SCHOOL-HELL'S KITCHEN
251.	80084526	SUCCESS ACADEMY CHARTER SCHOOL-HUDSON YARDS
252.	80075834	SUCCESS ACADEMY CHARTER SCHOOL-PROSPECT HEIGHTS
253.	80084538	SUCCESS ACADEMY CHARTER SCHOOL-SOUTH JAMAICA
254.	80075836	SUCCESS ACADEMY CHARTER SCHOOL-UNION SQUARE
255.	80070184	SUCCESS ACADEMY CHARTER SCHOOL-UPPER WEST
256.	80071160	SUCCESS ACADEMY CHARTER SCHOOL-WILLIAMSBURG
257.	80082606	SUCCESS ACADEMY CS - BERGEN BEACH
258.	80064232	SUMMIT ACADEMY CHARTER SCHOOL
259.	80075840	UNITY PREPARATORY CHARTER SCHOOL OF BROOKLYN
260.	80061083	UNIVERSITY PREP CHARTER HIGH SCHOOL
261.	80090804	UNIVERSITY PREP CHARTER MIDDLE SCHOOL
262.	80087933	URBAN ASSEMBLY CHARTER SCHOOL FOR COMPUTER SCIENCE
263.	80070188	URBAN DOVE TEAM CHARTER SCHOOL
264.	80089930	URBAN DOVE TEAM CHARTER SCHOOL II
265.	80090262	VALENCE COLLEGE PREPARATORY CHARTER SCHOOL
266.	80061089	VOICE CHARTER SCHOOL OF NEW YORK
267.	80087936	WHIN MUSIC COMMUNITY CHARTER SCHOOL
268.	80090805	WILDFLOWER NEW YORK CHARTER SCHOOL
269.	80057520	WILLIAMSBURG CHARTER HIGH SCHOOL
270.	80058838	WILLIAMSBURG COLLEGIATE CHARTER SCHOOL
271.	80089931	ZETA CHARTER SCHOOL - INWOOD
272.	80091169	ZETA CHARTER SCHOOL - MOUNT EDEN
273.	80091170	ZETA CHARTER SCHOOL - TREMONT PARK
274.	80089932	ZETA CHARTER SCHOOL -SOUTH BRONX

## **NYC CHARTER SCHOOLS DATA SERVICES AGREEMENT**

WHEREAS, the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (“ESBOCES”) is a municipal corporation with authority under Section 1950 of the New York Education Law to enter into, and enforce, contracts, and to provide cooperative educational services to school districts in New York State and/or other educational institutions (such institutions that elect to receive the Services) pursuant to cooperative educational service agreements (“CoSers”) approved by the New York State Education Department; and

WHEREAS, licensed charter schools in the jurisdiction of the City of New York have requested and ESBOCES wishes to make available to such schools, upon the terms and conditions set forth herein, data processing services as described in the description of services and price schedule (“Schedule B, Description of Services and Fee Schedule” or “Schedule B”); and

WHEREAS, ESBOCES has authorized the Director of the Regional Information Center (“RIC”) for ESBOCES, or the Associate Superintendent for Educational Services, to execute this NYC Charter Schools Data Services Agreement (the “Agreement”) with any of the licensed charter schools in the jurisdiction of the City of New York which acknowledges participation by executing this Agreement; and

WHEREAS, the charter school which is agreeing to the terms and conditions by executing this Agreement shall be a licensed charter school located in the City of New York and shall hereinafter be referred to as the Participating Charter School (“Participating Charter School”); and

WHEREAS, Participating Charter School is an educational institution with reporting requirements to the New York State Education Department in accordance with 8 NYCRR §119.3 and Article 56 of the Education Law of New York;

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

A. **AGREEMENT:**

This Agreement shall consist of the:

- NYC Charter Schools Data Services Agreement Authorization.
- NYC Charter Schools Data Services Agreement.
- Schedule A, Contact Information.
- Schedule B, Description of Services and Fee Schedule.

B. **TERM:**

The term of this Agreement shall be from the date of execution of this Agreement through June 30, 2024, unless terminated earlier as provided for in this Agreement. This Agreement may be extended for renewal terms of one (1) year or less, (each a “Renewal Term”), by mutual written agreement by both parties. Any renewal executed prior to the expiration of the term shall be effective as of



July 1 of the renewal year. It is understood that ESBOCES is under no obligation to renew this Agreement upon its expiration.

C. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the data processing support services available to each Participating Charter School to be provided by ESBOCES shall include the services (the "Services") as described in Schedule B, a copy of which is attached hereto. Each Participating Charter School shall indicate which Services(s) it intends to purchase by utilizing an invoice in accordance with Section F herein.
2. ESBOCES shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
3. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, military status, sex, sexual orientation, gender, gender identity or expression, national origin, religion, age, disability, predisposing genetic characteristics or marital status or any other basis prohibited by law.
4. ESBOCES shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
5. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third-parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third-parties, except as required by applicable law. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), and New York Education Law §2-d. Since both parties are either a school or educational agency as defined in 8 NYCRR §121.1, no Education Law Section 2-d – Rider is needed for this Agreement.

In the event of a breach of the within confidentiality provision, either party shall notify the other in the most expedient way possible and without unreasonable delay but no more than seven (7) calendar days after the discovery of such breach, and advise as to the nature of the breach and the steps to be taken to minimize said breach. Both parties shall, to the extent required by any applicable New York State law, indemnify and hold each other harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

D. INSURANCE:

1. Each party, at its sole expense, shall procure and maintain such policies of commercial general liability, as shall be necessary to insure against any claim for a breach in data or any claim that may arise from the performance of data processing services pursuant to the Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Two Million Dollars (\$2,000,000.00).
2. Each party acknowledges that failure to obtain such insurance may be deemed a material breach of this Agreement.

E. WARRANTY and LIMITATIONS:

EXCEPT AS SET FORTH IN THIS SECTION, ESBOCES EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.

OTHER THAN THAT WHICH IS SPECIFIED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ESBOCES BE LIABLE TO PARTICIPATING CHARTER SCHOOL FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, OR LOSS OF BUSINESS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF ESBOCES HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

OTHER THAN THAT WHICH IS SPECIFIED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PARTICIPATING CHARTER SCHOOL BE LIABLE TO ESBOCES FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF PARTICIPATING CHARTER SCHOOL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

F. COMPENSATION:

1. Participating Charter School shall pay ESBOCES in accordance with the fee schedule ("Fee Schedule") as described in Schedule B, a copy of which is attached hereto.
2. Invoice(s) will be sent directly to the Participating Charter School to the address and contact as provided in Schedule A unless Participating Charter School indicates another method of delivery in writing to ESBOCES. Participating Charter School shall pay ESBOCES within thirty (30) days of the ESBOCES' receipt of such invoice.
3. Participating Charter School shall give ESBOCES notice of any invoice disputes within thirty (30) days of its receipt of the invoice.



4. Neither ESBOCES nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

G. MISCELLANEOUS:

1. Termination:

- a. Either party may terminate this Agreement, with or without cause, for any reason, at any time, by providing ten (10) days written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for either party to immediately terminate this Agreement without any further liability.
- c. In the event either party terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Defense / Indemnification:

To the fullest extent permitted by law, each party agrees to defend, indemnify and hold harmless the other party, its Board of Education, officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of either party, its officers, directors, agents or employees in connection with the performance of the Services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

3. Notices

All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To ESBOCES: Claudy Damus Makelele  
Associate Superintendent for Educational Services  
Eastern Suffolk BOCES  
201 Sunrise Highway  
Patchogue, New York 11772

To Participating  
Charter School: As prescribed in Schedule A, attached hereto.

4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. ESBOCES shall not be liable to Participating Charter School for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, the actions of ESBOCES, national emergencies, fire, flood, inclement weather, epidemics, or catastrophe, acts of God, governmental authorities, or parties not under the control of ESBOCES, insurrection, war, riots, or failure of transportation, communication, power supply or pandemic. ESBOCES shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either the party upon notice to the other.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
9. Both parties represent and warrant: (a) that the party has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; (b) that the performance of the Services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and (c) that the party has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.
10. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party.
13. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.
14. The undersigned representative of Participating Charter School hereby represents and warrants that the undersigned is an officer, director, or agent of Participating Charter School with full legal rights, power and authority to enter into this Agreement on behalf of Participating Charter School and bind Participating Charter School with respect to the obligations enforceable against Participating Charter School in accordance with its terms.



15. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
16. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
17. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

The participant identified below as the Participating Charter School desires to participate in the Agreement and by signing below hereby demonstrates Participating Charter School's intent to be bound by the Terms and Conditions of the Agreement which consists of the attached NYC Charter Schools Data Services Agreement, Schedule A, Contact Information, and Schedule B, Description of Services and Fee Schedule.

Participating Charter School represents and warrants (a) that it has the requisite authority to execute this Agreement to Terms and Conditions; and (b) that the individual signing this Agreement to Terms and Conditions on behalf of Participating Charter School is authorized to do so. Participating Charter School may and hereby does bind itself to the terms and conditions of the Agreement, including without limitation, the attached NYC Charter Schools Data Services Agreement Authorization, NYC Charter Schools Data Services Agreement, Schedule A, Contact Information, and Schedule B, Description of Services and Fee Schedule.

Participating Charter School understands and acknowledges that the Agreement is not binding unless it is accompanied by an executed NYC Charter Schools Data Services Agreement Authorization and an ESBOCES representative signs below.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year of the last signature herein.

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(Participating Charter School)

Board of Cooperative Educational Services,  
First Supervisory District of Suffolk County  
(ESBOCES)

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By:

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By: Darlene Roces,  
Director of the Regional Information Center

**SCHEDULE A**

**CONTACT INFORMATION**

All notices which are required or permitted under this Agreement to the Participating Charter School shall be delivered personally or sent by registered or certified mail, addressed as follows:

\_\_\_\_\_  
(School Representative)

\_\_\_\_\_  
(Name of Participating Charter School)

800

\_\_\_\_\_  
(Institution Code)

\_\_\_\_\_  
(Charter School Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Email address of School Representative)



## **SCHEDULE B**

### **DESCRIPTION OF DATA PROCESSING SERVICES and FEE SCHEDULE**

#### **DESCRIPTION OF DATA PROCESSING SERVICES:**

Attendance APP – This optional application allows a Participating Charter School to report student daily attendance data as required by the New York State Department of Education (NYSED). This Application, developed and owned by Eastern Suffolk BOCES, assists with compliance for complete Attendance reporting through the evaluation of large quantities of incomplete or missing data that is required for reporting purposes in New York State. The Attendance App utilizes data from multiple available data sets and then, using that data, will allow the user to auto-populate and assign all targeted fields with the predominate attendance code to all enrolled students on a given date/date range. The user will then only need to edit individual records for students with any alternate attendance code.

The average attendance rate in NYS is 94%; the App will allow for “generic” assignments of default data and minimize the work, effort and time and record exact data for records student absences. The Attendance App is designed as a cost-effective solution to provide the participating Charter school with the ability to create electronic records in the NYSED required format in the absence of a costly student management system. Participating Charter Schools are responsible for reviewing all attendance data in Level 0 for accuracy and must ensure that the data prep process in Level 0 has been completed in order for their data to be successfully transferred onward in the data warehouse for submission to NYSED. ESBOCES’ Attendance App offers NYC charter schools a method to meet the Annual NYSED Accountability reporting requirements in the Student Information and Repository System.

Attendance APP Data Processing Services- – The ESBOCES RIC will grant access to the Attendance App for a Participating Charter School for the duration of the agreed upon term. During this term the Participating Charter School will be able to modify attendance data for a maximum window of any two consecutive months, at any given time. The APP’s ability to automate the creation of missing data will save them time and money. Each Participating Charter School will be REQUIRED to adjust ALL attendance records for each student to accurately reflect their students’ attendance data. As the Participating Charter School determines that each month’s data is complete, they will Export a specified month’s data, at which time the application will transfer the data to Level 0 for auto-import. Final data verification must be completed utilizing the NYSED Level 2 Reporting environment, L2RPT. ALL corrections must be made in Level 0 prior to the close of the data warehouse in July of each year.

#### **FEE SCHEDULE:**

All subscriptions allow for the reporting of SDA data for the entire school year regardless of subscription date. Pricing will not be pro-rated.

Per student fees are calculated based on BEDS Day enrollment and are not subject to fluctuations in actual student enrollment throughout the school the year.

The Attendance App will process daily attendance data based on every student's unique enrollment regardless of the student's enrollment on BEDS Day. BEDS Day enrollment will be calculated by ESBOCES based on ATS information provided by the NYCDOE and stored in our data warehouse on October 31 of each year. This number may vary from the final BEDS Day count calculated by NYSED.

All subscriptions purchased between July 1 and October 31 shall result in two (2) separate bills being submitted to the participating charter school: the Software Subscription/License fee will be billed immediately following the request for the services, and the Per Pupil Record Management fee will be billed within thirty (30) days of October 31. Payment is due within ten (10) days of receipt.

All subscriptions purchased after October 31 shall result in one (1) bill for the total amount due and payment is due within ten (10) days of receipt.

#### **ATTENDANCE APP FEE SCHEDULE:**

<b>Software Subscription/License Fee-</b> Billed upon purchase	\$ 1,000.00
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- Account Management
- Unique encrypted data base for the school
- On-demand Training Videos
- Help Desk support

<b>Per Pupil Record Management Fee -</b> BEDS Day Enrollment Count from the L2RPT SIRS 313.1 Report in January, or upon purchase.	\$ 1.50
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- BEDS Day enrollments (no additional charge for students that are not active on BEDS Day)
- Data quality review for each student on each instructional day for every day of enrollment
- Ability to auto-create missing records for complete reporting, as per NYSED requirements.

<b>Automated Data Transfers to Level 0</b> Included at no additional charge.	\$ 0- Included at no additional charge.
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- Secure Data Storage
- Secure Data Transfers to Level 0



## **DATA PROCESSING -- MANAGEMENT SYSTEM SUPPORT SERVICE:**

Student Management Systems (SMS) Support – This optional service allows a Participating Charter School to access training, customer service supports and the service of data extracts and imports automation to Level 0. These services are specific to the functionality and capabilities of the school's SMS. These services will focus on the set-up and maintenance of the SMS for data management.

Eastern Suffolk BOCES provides school districts and charter schools across the state with training materials and in-person/virtual training events with regards to best practices and the usage of any one of the four major student management systems. This SMS support service entitles the school to annual training events, user group meetings, and unlimited ad hoc access to a specialist via help desk tickets/emails and calls. Services will include the standard functionality of the SMS software's capabilities for master scheduling, attendance, state reports, parent portal, disciplinary tracking, teacher gradebooks, report cards, and other standard functionalities.

This service also provides a Secure File Transfer Protocol (SFTP) account on the ESBOCES network for the school/network's SMS. Support and maintenance for the setup of the SMS/s capability to automate the process of data exports being posted to the SFTP. Support is also included for the monitoring of loaded data accomplished via automatic transfer for the files to the NYC Level 0 software. We will outline aggregate summary information regarding the processing of each auto-transfer and generate a receipt of transfers that will be emailed to the school's authorized Level 0 users.

Schools needing individualized supports, such as for the transition to a new SMS or implementing best practices for the utilization of the software's capabilities may wish to purchase additional services. Based on availability and aligned to the school's needs, virtual and/or on-site (at your charter school) custom services are available for the creation of custom reports, consultation or training for individuals or all staff: hourly or daily, with discounted pricing for supports running over five or more days.

The SMS systems available for this support service are:

eSchool Data	Infinite Campus	PowerSchool	SchoolTool
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### **Fee Schedule:**

A subscription to the SMS support services includes technical support for all of the standard SMS features and an SFTP for automated transfers. Services starting after July 1 of any school year will be prorated based on the designated support start date and the number of days remaining in the school year. Per student fees are calculated based on BEDS Day enrollment data. Annual BEDS Day data is published by NYSED in January of each year.

Billing Quarters 1 & 2: Purchases made prior to the publication of the BEDS Day data for the current school year will be estimated and billed during the first two quarters using the SIRS 313: BEDS Day enrollments report from the prior school year. New schools will not have a BEDS 313

report: ESBOCES will calculate the cost based on the expected enrollment as provided by the school.

Billing Quarters 3 & 4: Current year enrollment data will then be reviewed in January. Any price adjustments will be applied for the 3<sup>rd</sup> and 4<sup>th</sup> quarters based on actual enrollment. Credits or increased cost will be reflected evenly across the final invoices.

### **FEE SCHEDULE -SMS SUPPORT SERVICE:**

<b>Support Subscription</b> BEDS Day Enrollment Count from the L2RPT SIRS 313.1 Report in January, or upon purchase.	\$ 12.50
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- Access to SMS training and ad hoc supports
  - Two employees at each individual charter school
  - One person per school for each consortium/network of charter schools
- On-demand Virtual Help
- Unlimited Access to eBoards Training Resources
- Help Desk support
- Bi-Annual User Group Meetings
- Unique SFTP access for the SMS of each school/network
- Access to various training events (in-person or virtual)

<b>Automated Data Transfers to Level 0</b> Included at no additional charge.	\$ 0-
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- Secure Data Storage
- Secure Data Transfers to Level 0
- Level 0 Transfer Confirmation (Including Record Counts by File)

Additional custom services are available for purchase to provide unique training opportunities or products.

<b>Custom Service</b>	<b>Rate</b>
Custom Report Created by an ESBOCES Programmer	\$ 225 per hour
Virtual Training Course	\$ 225 per hour
Full-Day Virtual Training/Consultation	\$ 700 daily rate
Full-Day Training at the Charter School	* Plus travel
• One Day	\$ 1,100*
• Five Consecutive Days	\$ 3,715*
• One-Day per Week for 12 Weeks	\$ 9,567*

Full Day Training events will be for the provision of instructor lead engagement for a minimum of 4 hours and up to 6.5 hours, on a single day, as one of more classes/sessions.



Travel Expenses will be billed to the charter school for the actual costs for tolls, parking, public transportation, up to the maximum meal allowance (breakfast \$15, lunch \$20, and dinner \$30) and mileage will be calculated based on the current IRS mileage rate and in accordance with ESBOCES Board Regulation 5120.R at

<https://resources.finalsite.net/images/v1701711603/esbocesorg/ryyszgyuhhtknrigfqch/EmployeeHandbook23242.pdf>.