

# MINUTES

## BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

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SPECIAL MEETING

WILLIAM L. BUCK SCHOOL

May 23, 2023

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

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**Members Present:** President Maier, Trustees Herrera, Nunez, and Wilson

**Others Present:** Dr. Conte, John Reece (Teachers' Union), and Lisa Weiner (Parent Representative)

**Absent With Prior Notice:** Vice-President LaRocco, Trustees Hernandez and Wheeler

I. Call to Order

Having a quorum, President Maier called the Special Meeting to order at 9:00 AM.

Motion to enter Executive Session at 9:02 AM by Trustee Wilson and seconded by Trustee Nunez. Motion unanimously carried.

Motion to exit Executive Session at 1:54 PM by Trustee Wilson and seconded by Trustee Herrera. Motion unanimously carried.

Motion to adjourn the Special Meeting at 1:54 PM by Trustee Wilson and seconded by Trustee Herrera. Motion unanimously carried.

Respectfully Submitted,

*Lourdes Onesto*

Lourdes Onesto

District Clerk

# MINUTES

## BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

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BUSINESS MEETING  
May 24, 2023

WILLIAM L. BUCK SCHOOL

6:45 PM It is anticipated that the Board of Education will immediately consider a motion to enter executive session for purposes of discussing a personnel matter and contract matters and reconvene the public portion of the Business Meeting at 7:30 PM.

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**Members Present:** President Maier, Vice-President LaRocco, Trustees Hernandez, Herrera, Nunez and Wilson.

**Others Present:** Superintendent Dr. Sturz, Dr. Jack Mitchell, School District Attorney

**Absent With Prior Notice:** Trustee Wheeler

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### I. CALL TO ORDER

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

Executive Session concluded at 7:29 pm by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

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

## **II. SALUTE TO THE FLAG**

**III. MINUTES:** April 18, 2023, May 3, 2023, and May 16, 2023. Motion to move the minutes was made by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

**IV. WELCOME TO VISITORS:** President Maier welcomed all in attendance to the Business Meeting and further specified conditions of public comments/ questions.

**V. CORRESPONDENCE REPORT** – Lourdes Onesto, District Clerk – We received emails from Rachel Figuerasmith on 4/22/2023, 4/26/2023, 5/16/2023, 5/17/2023, 5/23/2023, and a FOIL request on 5/8/2023. We received emails from Cristina Arroyo on 4/24/2023, 4/27/2023, 5/12/2023, 5/16/2023, 5/18/2023, and a FOIL request on 5/18/2023. We received an email from Michael Ebert on 4/24/2023. We received emails from Juan Lasso on 4/28/2023 and 5/17/2023. We received an email from Alicia John on 5/4/2023. We received an email from Cat Chenkus on 5/11/2023.

## **VI. SUPERINTENDENT REPORT – Dr. Sturz**

Dr. Sturz announced the success of the 2<sup>nd</sup> annual district outdoor concert events. He expressed his thanks on behalf of the BOE to the district music teachers, Mr. Shmorhun, Mr. Garzetta, Mrs. Wilkey, and Ms. Milanese, and to the Administrative Liaison Mr. Iacono. He announced that there will be upcoming events in June. He gave his thanks on behalf of the BOE to the PTA and 6<sup>th</sup> Grade Parent Organizations for the fun events coming up in June, culminating in the graduation ceremony and annual barbecue and everything that is being done for the children.

## **VII. OTHER REPORTS:**

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

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

#### **Residency Hotlines:**

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



**B. LEGISLATION REPORT: Trustee Hernandez** – Nothing to report.

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

**A. PERSONNEL – Trustee Wilson** - Motion made by Trustee Wilson to move items A1 through A3 and seconded by Vice President LaRocco. Motion unanimously carried.

**1. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Debra Schaefer, School Monitor Part-Time, effective April 26, 2023.

**2. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the following additions to the per diem substitute list for the 2022-2023 School Year:

SUBSTITUTE TEACHER:

Eddie Guzman

**3. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby terminates the employment of the employee identified on confidential schedule “A” effective May 24, 2023.

**B. EDUCATION – Trustee Herrera** - Motion made by Trustee Herrera to move items B1 through B2 and seconded by Trustee Wilson. Motion unanimously carried.

**1. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Committee on Special Education previously approved by the Committee on Special Education on 4/26/23, 2/10/23, 2/10/23, 3/30/23, 4/27/23, 4/24/23, 3/27/23, 3/15/23, 4/21/23, 2/10/23, 4/4/23, 3/15/23, 4/21/23, 3/15/23, 4/24/23, 4/19/23, 2/10/23, 2/10/23, 3/16/23, 3/20/23, 2/8/23, 2/8/23, 2/7/23, 2/7/23, 2/15/23, 2/15/23, 2/10/23, 5/03/2023, 4/27/2023, 3/27/2023, 4/25/2023, 4/21/2023, 3/10/2023, 2/15/2023, 5/10/2023, 3/30/2023, 4/04/2023, 4/05/2023, 4/27/2023, 4/17/2023, 5/10/2023, 5/03/2023, 3/22/2023, 3/23/2023, 3/22/2023, 3/22/2023 pertaining to students being considered for pre-school special education services as set forth in a schedule provided to the Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Committee on Pre-School Special Education.

**2. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Committee on Pre-School Special Education previously approved by the Committee on Pre-School Special Education on 3/17/23, 5/10/23, 4/28/23, 4/21/23, 4/24/23, 3/22/23, 3/24/23, 4/20/23, 4/20/23, 4/26/23, 4/26/23, 3/28/23, 3/2/23, 3/2/23, 3/14/23, 4/18/23, 5/8/23, 5/8/23, 4/28/23, 4/24/23, 5/10/23, 4/5/23, 3/30/23, 3/28/23, 3/28/23, 3/28/23, 3/6/23, 3/6/23, 3/6/23, 4/21/23, 4/20/23, pertaining to students being considered for pre-school special education services as set forth in a schedule provided to the Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Committee on Pre-School Special Education.

**C. FINANCE – Vice President LaRocco -** Motion made by Vice President LaRocco to move item C1 and seconded by Trustee Wilson. Motion unanimously carried.

**1. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board hereby accepts the Treasurer’s Report, Collateral Report, Claims Auditor’s Report, Appropriation Status Report, Revenue Status Report, Trial Balance for March 31, 2023.

**D. POLICY: Trustee Wheeler –** Nothing to report.

**IX. UNFINISHED BUSINESS, IF ANY:** Nothing to report.

**X. NEW BUSINESS: -** Motion made by Vice President LaRocco to move items X1 through X19 and seconded by Trustee Wilson. Motion unanimously carried.

**1. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the recommendation from the Cooperative Pest Control Bid 2023-2024, awarding said bid to Yankee Exterminating.

**2. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, The Board of Education accepts the recommendation from the Cooperative Blinds, Shades, Motorized Drapes Restoration of Stage Curtains Bid 2023-2024, awarding said bid to Master Carrier Window/Acme Window Treatments.

3. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Our Kids Place Country Day, Inc. for the provision of Universal Pre-Kindergarten Services for the 2023-2024 school, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said contract between the District and Our Kids Place Country Day, Inc. on behalf of the Board of Education.

4. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Access 7 for related services for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

5. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Kidz Educational Services for related services for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

6. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Nicole Guttman, M.A., SLP for related services for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

7. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with New York Therapy Placement Services for related services for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

8. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Variety Child Learning Center for related services for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

9. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Martin De Porres School for Exceptional Children (Tuition) for the 2022-2023 and 2023-2024 school years, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

10. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Variety Child Learning Center (Tuition) for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

11. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and the West Hempstead Union Free School District for student health and welfare services for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

12. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and the Garden City Union Free School District for student health and welfare services for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

13. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and the Hempstead Union Free School District for student health and welfare services for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

14. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education awards the transportation consultant contract in cooperation with the Nassau County Southwest Transportation Consortium, to JN Business Services for the period July 1, 2023 through June 30, 2024 in the amount not to exceed \$2,250.00, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same.

15. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby awards the Transportation Contract beginning on May 22, 2023 through June 23, 2023, set forth in the Schedule attached hereto;

| BUS COMPANY        | SCHOOL                  | # OF STUDENTS | MONTHLY COST PPPM | MONTHLY COST PER VAN | MONTHLY MATRON COST |
|--------------------|-------------------------|---------------|-------------------|----------------------|---------------------|
| WE Transport, Inc. | Martin de Porres School | 1             | \$1,594.50        |                      | \$3,295.30          |

16. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts a donation of a memorial park bench to the Robert W. Carbonaro School from Peggy Friel, in memory of James Friel, a former teacher at Robert W. Carbonaro School.

17. **WHEREAS**, equipment has been determined to be broken, surplus and/or obsolete, and

**WHEREAS**, it is in the best interest of the School District to dispose of such broken, surplus and/or obsolete equipment, therefore

**BE IT RESOLVED**, that such broken, surplus and/or obsolete equipment will be disposed of in a manner that services the best interest of the Valley Stream Union Free School District Twenty-Four, and

**BE IT FURTHER RESOLVED** that the Superintendent of Schools, or his designee is hereby authorized to proceed with the disposal of the following items:

| Building | ID#  | Item          |
|----------|------|---------------|
| BAS      | 2302 | Charging cart |
| BAS      | 2467 | Charging cart |
| RWC      | 2356 | Charging cart |
| RWC      | 2027 | Charging cart |

18. **RESOLVED**, the Board of Education hereby appoints the National Arbitration and Mediation to serve as the mediation company in John Diorio v. Valley Stream Union Free School District, et al. Index No.: 900004/2021 and authorizes the

payment of the mediation fees associated with same.

19. **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, that the Board of Education hereby authorizes the following Budget Transfer for the 2022-2023 School year:

| <b>BUDGET TRANSFER FOR BOARD APPROVAL</b> |   |                      |                      |
|---|---|----------------------|----------------------|
| <b>DATE: May 24, 2023</b>                 |   |                      |                      |
| <b>CODE</b>                               | <b>DESCRIPTION</b>  | <b>FROM</b>          | <b>TO</b>            |
| A2110.120-1                               | Teachers 1-6 Salaries-BAS   | \$ 38,424.55         |                      |
| A2110.473                                 | Charter School Tuition  |                      | \$ 38,424.55         |
|   | <b>Charter School Tuition for 2 Extra Students</b>                                  |                      |                      |
| H1622.400-24-442                          | Exterior Doors Replacement-Districtwide-DASNY                                       | \$ 123.48            |                      |
| H4010.202-22-3                            | Capital Bond Project  |                      | \$ 123.48            |
|   | <b>Capital Bond Project - Architect Fees</b>  |                      |                      |
| A2815.473                                 | Speech Services   | \$ 1,500.00          |                      |
| A2815.452-53                              | Diagnostic Screen Supplies-WLB  | \$ 1,625.00          |                      |
| A2815.4                                   | Health Services Expenses  |                      | \$ 3,125.00          |
|   | <b>Substitute Nursing Services</b>  |                      |                      |
| A2820.155                                 | Early ID Teachers Salaries  | \$ 1,069.00          |                      |
| A2820.400-3                               | Psych Expenses - WLB  |                      | \$ 1,069.00          |
|   | <b>Psych Eval</b>   |                      |                      |
| A2110.485                                 | Science Textbooks   | \$ 4,307.16          |                      |
| A2110.48                                  | Textbooks   |                      | \$ 4,307.16          |
|   | <b>Tel/Logic - Textbooks for Non-Public School Students</b>                         |                      |                      |
| A9050.8                                   | Unemployment Insurance  | \$ 15,000.00         |                      |
| A5540.405                                 | Transport/School Trip   |                      | \$ 15,000.00         |
|   | <b>Ashokan Trip</b>   |                      |                      |
| A2630.2                                   | Computer Equipment  | \$ 5,000.00          |                      |
| A2630.49                                  | BOCES E-Rate Services   |                      | \$ 5,000.00          |
|   | <b>Macbooks and Google Workspace Software</b>                                       |                      |                      |
| A1621.407-3                               | Sitework  | \$ 13,487.74         |                      |
| A1621.450-2                               | Materials & Supplies-RWC  |                      | \$ 13,487.74         |
|   | <b>Sherman Williams - Ceiling Tiles &amp; Supplies</b>                              |                      |                      |
| A2020.15                                  | Building Principals Salaries  | \$ 1,794.00          |                      |
| A2020.451-10                              | Office Paper-BAS  |                      | \$ 1,794.00          |
|   | <b>Worldwide Paper</b>  |                      |                      |
| A2250.16                                  | CSE Office Salaries   | \$ 3,000.00          |                      |
| A1310.2                                   | Business Office Equipment   | \$ 700.00            |                      |
| A1310.4                                   | Business Office Expenses  |                      | \$ 3,700.00          |
|   | <b>Kelly Services, Record Retention/Shredding,<br/>&amp; Expense Reimbursements</b> |                      |                      |
| A2110.121                                 | Kindergarten Salaries   | \$ 13,000.00         |                      |
| A1620.406-11                              | Gas/Electric-BAS  |                      | \$ 9,900.00          |
| A1620.406-12                              | Gas/Electric-RWC  |                      | \$ 3,100.00          |
|   | <b>PSEGLI &amp; National Grid</b>   |                      |                      |
| A2020.4                                   | Supervision Expenses  | \$ 200.00            |                      |
| A2020.402-97                              | Supervision-P/C-WLB   |                      | \$ 200.00            |
|   | <b>WLB Petty Cash</b>   |                      |                      |
| A1420.400-2                               | Negotiations Attorney   | \$ 8,000.00          |                      |
| A1480.4                                   | Public Info Expenses  |                      | \$ 8,000.00          |
|   | <b>PolicyFind</b>   |                      |                      |
| A2250.151-2                               | Inclusion Teacher Salaries-RWC  | \$ 14,500.00         |                      |
| A2815.49                                  | BOCES-Health Serv   |                      | \$ 14,500.00         |
|   | <b>BOCES Provided Health Services</b>   |                      |                      |
|   | <b>TOTALS</b>   | <b>\$ 121,730.93</b> | <b>\$ 121,730.93</b> |

## **XI. DISCUSSION**

Trustee Nunez inquired when the students at Robert W. Carbonaro would be able to utilize the grass fields. President Maier directed the question to Superintendent Dr. Sturz. Dr. Sturz announced that he has spoken with Mr. Broucher concerning the fields that were redone at Carbonaro. Dr. Sturz expressed his appreciation for the grants awarded by Assemblywoman Solages, which facilitated the beginning of the renovation. Dr. Sturz expressed that although it has been a long process, the second seeding was recently completed, and the final weeding treatments should be completed soon, with the expectation that the fields will be reopened by mid-June.

## **XII. PRESENTATION**

### **RECOGNITION OF FRIENDS OF BRIDGE CONTEST WINNERS**

Friends of Bridge Contest Recognizes the following students as the winners of the essay contest: Julissa Vitalgum from Brooklyn Avenue, Eva Weiner from William L. Buck, and Jaiden Ortiz from Robert W. Carbonaro.

## **XIII. ADJOURNMENT**

Motion to enter Executive Session at 7:44 p.m. made by Trustee Hernandez and seconded by Trustee Wilson to discuss certain Personnel and Contractual Obligations. Motion unanimously carried.

Motion to adjourn the Executive Session at 9:41 made by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

Motion to adjourn the Business meeting at 9:43 p.m. by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

Respectfully Submitted,

*Lourdes Onesto*

Lourdes Onesto  
District Clerk



## AGREEMENT

**THIS AGREEMENT** made this 1st day of June, 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 (the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Avenue, valley Stream, New York 11581, and SEPIDEH HOMAYOONFAR, PSY.D. (the "CONSULTANT"), as the party of the second part, having its/his/her principal place of business for purposes of this Agreement at 45 North Station Plaza, Suite 206, Great Neck, NY 11021.

**WHEREAS**, CONSULTANT is in the business of providing Neuropsychological & Diagnostic Evaluations in connection with student IEPs, and possesses the necessary training, ability, experience and/or expertise to provide such services; and

**WHEREAS**, SCHOOL DISTRICT desires that CONSULTANT provide such services to the SCHOOL DISTRICT as set forth in this Agreement.

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

1. **TERM OF AGREEMENT**: Agreement shall be in effect for the period July 1, 2023 through June 30, 2043, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES**: The CONSULTANT will provide SCHOOL DISTRICT with neuropsychological & diagnostic evaluation services and other services as directed by the SCHOOL DISTRICT's Director of Pupil Services, pursuant to and in connection with the Individualized Education Program of specified students, as more fully set forth in Schedule A, attached hereto.
3. **PAYMENT SCHEDULE**: In full consideration for the services to be rendered by CONSULTANT to SCHOOL DISTRICT for the term of Agreement, SCHOOL DISTRICT will pay CONSULTANT the applicable rates set forth in the attached Schedule A.
4. **INVOICE DUE ON MONTHLY BASIS**: CONSULTANT will submit an invoice for services rendered on a monthly basis, and payment to CONSULTANT shall be made within thirty (30) days from receipt of invoice from CONSULTANT. The invoice shall include dates of service, type of services rendered and fees payable. SCHOOL DISTRICT shall give CONSULTANT notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
5. **INDEPENDENT CONTRACTOR**: CONSULTANT acknowledges that it will not hold itself, its employees and/or agents out as employees of SCHOOL DISTRICT. CONSULTANT is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its/his/her relationship to SCHOOL DISTRICT shall, during the periods services hereunder, be that of an independent contractor. CONSULTANT shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance,

liability insurance, disability insurance, or other similar employee benefit programs. Similarly, CONSULTANT, its/his/her employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. CONSULTANT agrees that this Agreement does not confer benefits of any nature whatsoever upon it/him/her other than payment for services provided herein. CONSULTANT shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. CONSULTANT shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

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

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

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

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

9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records of the CONSULTANT as they pertain to the services provided pursuant to this Agreement.

10. **LICENSE AND AUTHORIZATION / NON-EXCLUSION FROM PROGRAM PARTICIPATION:** CONSULTANT warrants that it is duly licensed and authorized to perform the Services as described herein. CONSULTANT represents that it possesses documentation

evidencing such certifications and/or license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Individuals furnishing Services hereunder shall be subject to the District's approval. Where applicable, CONSULTANT agrees to submit to District proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. CONSULTANT further agrees to complete and submit, upon the request of District, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. CONSULTANT represents and warrants, as a material term of this contract, that neither it nor any of its employees will perform services under this contract if it or any of its employees is/are currently excluded from or otherwise ineligible to participate in any federal or state health care programs, including those defined in 42 U.S.C. § 1320 a-7b(f); the subject of any pending exclusion proceeding; or the subject of an adjudication or determination that it/they have committed any action that could subject CONSULTANT to exclusion from governmental programs (collectively, "exclusion activity").

11. **SAVE LEGISLATION:** CONSULTANT understands and agrees that it/he/she is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. CONSULTANT shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. CONSULTANT further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individual(s) providing services to SCHOOL DISTRICT. In the event that CONSULTANT utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

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

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

14. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, CONSULTANT, its/his/her employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL

DISTRICT'S administrators and employees.

15. **PHOTO I.D.:** CONSULTANT shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

16. **TERMINATION NOTICE:**

- a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days' written notice to CONSULTANT. In the event of such termination, the parties will adjust the accounts due and payable to CONSULTANT for services rendered. CONSULTANT will not incur any additional expenses upon receipt of SCHOOL DISTRICT'S notification that CONSULTANT'S services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by CONSULTANT within thirty (30) days of the termination date.
- b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by CONSULTANT, upon three (3) days' written notice from SCHOOL DISTRICT to CONSULTANT.
- c. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, the SCHOOL DISTRICT expressly reserves the right to immediately suspend, cancel or terminate the CONSULTANT'S services under this Agreement in the event that its schools are closed due to any force majeure event, and neither the CONSULTANT, its officers, employees and/or agents shall be entitled to further compensation, payments or any other benefits pursuant to this Agreement for the duration of such closure, except as otherwise agreed to in writing between the CONSULTANT and the SCHOOL DISTRICT. Force majeure events shall include any condition beyond the District's reasonable control including, without limitation, acts of God, accident, riots, civil commotion, wars, terrorist act, epidemic, pandemic including but not limited to Covid-19, quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, and explosion. In the event of such suspension, cancellation or termination of Consultant's services, Consultant shall be entitled to payment only for services actually rendered in accordance with this provision, and shall not otherwise be entitled to payment for any previously scheduled services that were not actually rendered prior to the date of such school closing.

17. **CONFIDENTIALITY:** CONSULTANT agrees that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. CONSULTANT, its/his/her employees, and/or agents, shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. CONSULTANT further agrees that any information received by CONSULTANT, its/his/her employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by CONSULTANT in full confidence and will not be revealed to any other persons, firms, or organizations. In the event of a breach of the within confidentiality provision, CONSULTANT shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and the steps

CONSULTANT has taken to minimize said breach. CONSULTANT shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality provision. The Consultant agrees to abide by all provisions of Education Law Section 2-d with respect to protection of student data, and further agrees to abide by District's Parents' Bill of Rights for Data Privacy and Security, annexed hereto and incorporated by reference herein. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

18. **FERPA ACKNOWLEDGMENT:** Both parties to this Agreement understand that they may receive and/or come into contact with information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to FERPA.

19. **DEFENSE, INDEMNIFICATION and HOLD HARMLESS:** To the fullest extent permitted by law, the CONSULTANT agrees to defend, indemnify and hold the SCHOOL DISTRICT, the Board of Education, their officers, directors, agents and employees, harmless from and against any and all penalties, interest or any other payment assessed against the District by any taxing authority should the CONSULTANT's status as an independent contractor be disallowed by the taxing authority. CONSULTANT further agrees that, to the fullest extent permitted by law, it shall defend, indemnify and hold harmless SCHOOL DISTRICT, the Board of Education, their officers, directors, agents and employees from and against all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement (collectively, "Damages") in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by CONSULTANT or any of its officers, directors, agents or employees taken or made with respect to this Agreement, except to the extent such Damages arise out of the negligence, misconduct or breach of this Agreement by SCHOOL DISTRICT.

20. **INSURANCE:** CONSULTANT agrees to maintain the following insurance and name the SCHOOL DISTRICT as an additional insured on CONSULTANT'S commercial general liability and excess liability insurance policies:

- a. **Professional Errors and Omissions Insurance:** \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of CONSULTANT performed under this Agreement. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of services.
- b. **Commercial General Liability Insurance:** \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, including sexual misconduct, property damage and personal injury. The policy shall provide coverage for claims of negligent hiring, training and supervision, including claims arising in the context of sexual molestation, abuse, harassment, or other sexual misconduct.
- c. **Workers' Compensation, Employers' Liability and N.Y.S. Disability:** Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. A self-employed person and certain partners and corporate officers may be excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). A person seeking an exemption must

submit proof of filing of a CE-200 form with the New York State Workers Compensation Board.

Said policies shall be from an A.M. Best rated "Secure" insurer, licensed in New York State and shall state that CONSULTANT'S coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. At the SCHOOL DISTRICT's request, CONSULTANT shall provide a copy of the declaration page of the liability policy with a list of endorsements and forms. If so requested, CONSULTANT will provide a copy of the policy endorsements and forms. In the event that any of the insurance coverage to be provided by CONSULTANT contains a deductible, CONSULTANT shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of CONSULTANT.

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

CONSULTANT shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of this Agreement. CONSULTANT further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects CONSULTANT to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, CONSULTANT shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

21. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to the party's address as set forth on the first page of this Agreement.

22. **ASSIGNMENT OF AGREEMENT:** CONSULTANT shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

23. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of

law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any State court located within the County of Nassau, State of New York, or federal court located in the County of Nassau, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

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

25. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and CONSULTANT, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through an amendment to this Agreement as set forth herein.

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

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

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

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

SCHOOL DISTRICT

Date: \_\_\_\_\_

By: \_\_\_\_\_  
President, Board of Education

CONSULTANT

Date: 6/1/2023

By: *Shirish Hemrajani, Psy.D.*  
Title: \_\_\_\_\_

Sepideh Homayoonfar, Psy.D.  
45 North Station Plaza, Suite 206  
Great Neck, NY 11021

Dr.Homayoonfar@gmail.com  
www.drhomayoonfar.com  
(516) 484-1200

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## Fee Schedule 2023-2024

### Individual Therapy:

- Initial Intake/Consultation: \$250/hour
- Individual Therapy Session: \$200/45 minute session

### Evaluations:

- Comprehensive Neuropsychological Evaluation: \$5,000
- Psychoeducational Evaluation: \$2,500
- Classroom Observation: \$250/hour\*
- CSE Meetings \$250/hour\*

\*Travel time will be billed at same rate



|                |  |  |  |  |  |  |
|----------------|--|--|--|--|--|--|
| Client Name:   | <b>Valley Stream Union Free School District 24</b>       | <b>BIDDER</b>  | <b>BIDDER</b>  | <b>BIDDER</b>                                      | <b>BIDDER</b>  | <b>BIDDER</b>  |
| Project Name : | District-Wide Flooring Replacement<br>at Various Schools | <b>ACL Construction Corp.</b>                                    | <b>IJZ Associates Inc.</b>   | <b>Milburn Flooring</b>                            | <b>AFL General Construction</b>  | <b>Total Construction Corp.</b>                                  |
| Project No. :  | <b>VSSD2203</b>  | 30-A Gleam Street, West Babylon, NY<br>11704                     | 428 Johnson Avenue Brooklyn, NY 11237                                | 20 35th Street Copiague, NY 11726                  | 36 Commerce Road, Farmingdale NY<br>11735                                  | 290 McGuinness Blvd., Brooklyn, NY 11222                         |
| Bid Date :     | May 11, 2023   | (P) 631.491.6464 (F) 631.491.6477                                | (P) 718.381.2522 (F) 718.381.2544                                    | (P) 631.842.1600 (F) 631.768.9056                  | (P) 631.446.1100 (F) 631.446.1191  | (P) 718.383.6836 (F) 718.383.0796                                |
| Contract :     | <b>Contract G1 Buck, G2 Carbonaro, G3 Brooklyn</b>       | <a href="mailto:acconst@optonline.net">acconst@optonline.net</a> | <a href="mailto:henry@ijzassociates.com">henry@ijzassociates.com</a> | <a href="mailto:scott@rmny.com">scott@rmny.com</a> | <a href="mailto:bill.luvera@aflgeneral.com">bill.luvera@aflgeneral.com</a> | <a href="mailto:total.const@yahoo.com">total.const@yahoo.com</a> |

**Contract G1 - Buck**

| ITEM NO.  | DESCRIPTION                            | Bid Price          | Bid Price          | Bid Price          | Bid Price          | Bid Price          |
|---|--|--------------------|--------------------|--------------------|--------------------|--------------------|
| 1   | Bonds & Insurance                      | \$1,050.00         | \$3,880.00         | \$1,300.00         | \$3,000.00         | \$5,000.00         |
| 2   | Division 1 - General Requirements      | \$1,000.00         | \$10,690.00        | INCLUDED           | \$1,800.00         | \$5,000.00         |
| 3   | Division 1 - General Allowances        | \$10,000.00        | \$10,000.00        | \$10,000.00        | \$10,000.00        | \$10,000.00        |
| 4   | Division 2 - Selective Demolition Work | -                  | \$2,500.00         | -                  | \$6,700.00         | \$1,000.00         |
| 5   | Division 2 - Asbestos Removal          | \$25,000.00        | \$27,840.00        | \$23,015.00        | \$21,500.00        | \$22,000.00        |
| 6   | Division 3 - Concrete                  | -                  | \$6,885.00         | -                  | \$12,000.00        | \$7,200.00         |
| 12  | Division 9 - Finishes                  | \$12,950.00        | \$16,700.00        | \$15,395.00        | \$18,000.00        | \$22,000.00        |
| 14  | As Built Drawings                      | -                  | \$1,500.00         | INCLUDED           | \$2,000.00         | \$1,000.00         |
| 15  | Project Close Out                      | \$2,000.00         | \$1,500.00         | INCLUDED           | \$5,000.00         | \$2,000.00         |
| <b>CONTRACT G1 - BUCK TOTAL BASE BID (1-15)</b> |  | <b>\$52,000.00</b> | <b>\$81,495.00</b> | <b>\$49,710.00</b> | <b>\$80,000.00</b> | <b>\$75,200.00</b> |

**Contract G2 - Carbonaro**

| ITEM NO.  | DESCRIPTION                            | Bid Price          | Bid Price          | Bid Price          | Bid Price          | Bid Price          |
|---|--|--------------------|--------------------|--------------------|--------------------|--------------------|
| 16  | Bonds & Insurance                      | \$1,050.00         | \$2,550.00         | \$650.00           | \$1,800.00         | \$5,000.00         |
| 17  | Division 1 - General Requirements      | \$1,000.00         | \$9,700.00         | INCLUDED           | \$1,000.00         | \$5,000.00         |
| 18  | Division 1 - General Allowances        | \$10,000.00        | \$10,000.00        | \$10,000.00        | \$10,000.00        | \$10,000.00        |
| 19  | Division 2 - Selective Demolition Work | -                  | \$2,000.00         | -                  | \$3,000.00         | \$1,000.00         |
| 20  | Division 2 - Asbestos Removal          | \$18,000.00        | \$20,040.00        | \$12,470.00        | \$13,500.00        | \$14,000.00        |
| 21  | Division 3 - Concrete                  | -                  | \$3,140.00         | -                  | \$8,800.00         | \$4,000.00         |
| 27  | Division 9 - Finishes                  | \$9,950.00         | \$11,875.00        | \$9,025.00         | \$8,500.00         | \$12,000.00        |
| 29  | As Built Drawings                      | -                  | \$1,500.00         | INCLUDED           | \$1,000.00         | \$1,000.00         |
| 30  | Project Close Out                      | \$1,000.00         | \$1,500.00         | INCLUDED           | \$1,000.00         | \$2,000.00         |
| <b>CONTRACT G2 - CARBONARO TOTAL BASE BID (16-30)</b> |  | <b>\$41,000.00</b> | <b>\$62,305.00</b> | <b>\$32,145.00</b> | <b>\$48,600.00</b> | <b>\$54,000.00</b> |

**Contract G3 - Brooklyn**

| ITEM NO.   | DESCRIPTION                                    | Bid Price           | Bid Price           | Bid Price           | Bid Price           | Bid Price           |
|--|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| 31   | Bonds & Insurance                              | \$1,050.00          | \$2,380.00          | \$650.00            | \$1,600.00          | \$5,000.00          |
| 32   | Division 1 - General Requirements              | \$1,000.00          | \$9,700.00          | INCLUDED            | \$1,000.00          | \$5,000.00          |
| 33   | Division 1 - General Allowances                | \$10,000.00         | \$10,000.00         | \$10,000.00         | \$10,000.00         | \$10,000.00         |
| 34   | Division 2 - Selective Demolition Work         | -                   | \$1,500.00          | -                   | \$2,000.00          | \$1,000.00          |
| 35   | Division 2 - Asbestos Removal                  | \$18,000.00         | \$16,740.00         | \$12,470.00         | \$12,600.00         | \$14,000.00         |
| 36   | Division 3 - Concrete                          | -                   | \$2,830.00          | -                   | \$7,300.00          | \$4,000.00          |
| 42   | Division 9 - Finishes                          | \$9,950.00          | \$10,100.00         | \$9,025.00          | \$9,500.00          | \$12,000.00         |
| 44   | As Built Drawings                              | -                   | \$1,500.00          | INCLUDED            | \$1,000.00          | \$1,000.00          |
| 45   | Project Close Out                              | \$1,000.00          | \$1,500.00          | INCLUDED            | \$1,000.00          | \$2,000.00          |
| <b>CONTRACT G3 - BROOKLYN TOTAL BASE BID (31-45)</b> |  | <b>\$41,000.00</b>  | <b>\$56,250.00</b>  | <b>\$32,145.00</b>  | <b>\$46,000.00</b>  | <b>\$54,000.00</b>  |
| 46   | Discount to Owner if All Buildings are Awarded | \$5,000.00          | \$20,300.00         | \$4,000.00          | \$1.00              | \$0.00              |
| <b>TOTAL BASE BID (1-45) - DISCOUNT (46)</b>         |  | <b>\$129,000.00</b> | <b>\$179,750.00</b> | <b>\$110,000.00</b> | <b>\$174,599.00</b> | <b>\$183,200.00</b> |

| ALTERNATES                                  |                 |                                  |                     |                     |                     |                     |                     |
|---|-----------------|----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| G1  | Alternate WB-1  | Additional classroom #101, 102   | \$ 30,000.00        | \$ 44,510.00        | \$ 23,250.00        | \$ 76,000.00        | \$ 40,000.00        |
|   | Alternate WB-2  | Vinyl tile furnished by district | \$ 15,000.00        | \$ 22,970.00        | \$ 16,935.00        | \$ 28,000.00        | \$ 28,000.00        |
| G2  | Alternate RCW-1 | Additional classroom #103        | \$ 20,000.00        | \$ 28,121.00        | \$ 23,250.00        | \$ 40,000.00        | \$ 41,000.00        |
|   | Alternate RCW-1 | Vinyl tile furnished by district | \$ 14,000.00        | \$ 22,826.00        | \$ 16,935.00        | \$ 28,000.00        | \$ 28,000.00        |
| G3  | Alternate BA-1  | Additional classroom #201        | \$ 20,000.00        | \$ 24,882.00        | \$ 23,250.00        | \$ 40,000.00        | \$ 29,000.00        |
|   | Alternate BA-2  | Vinyl tile furnished by district | \$ 14,000.00        | \$ 24,262.00        | \$ 16,935.00        | \$ 28,000.00        | \$ 28,000.00        |
| <b>Grand Total including All Alternates</b> |                 |                                  | <b>\$208,000.00</b> | <b>\$299,613.00</b> | <b>\$190,370.00</b> | <b>\$346,599.00</b> | <b>\$320,200.00</b> |

| UNIT PRICES  |   |             |             |             |             |             |
|--|---|-------------|-------------|-------------|-------------|-------------|
| 47   | Unit Price WB1 - Removal of existing asbestos containing floor tile, base, & mastic. Installation of self-leveling underlayment & VCT tile. | \$27.00 ea. | \$30.00 ea. | \$22.57 ea. | \$43.00 ea. | \$35.00 ea. |
| 48   | Unit Price RC1 - Removal of existing asbestos containing floor tile, base, & mastic. Installation of self-leveling underlayment & VCT tile. | \$27.00 ea. | \$30.00 ea. | \$22.57 ea. | \$43.00 ea. | \$35.00 ea. |
| 49   | Unit Price BA1 - Removal of existing asbestos containing floor tile, base, & mastic. Installation of self-leveling underlayment & VCT tile. | \$27.00 ea. | \$30.00 ea. | \$22.57 ea. | \$43.00 ea. | \$35.00 ea. |
| <b>PA - Bidders Declaration</b>  |   |             |             |             |             |             |
|  |   | x           | x           | x           | x           | x           |
| <b>PB - Proposal</b>   |   |             |             |             |             |             |
|  |   | x           | x           | x           | x           | x           |
| <b>Addendum #1</b>   |   |             |             |             |             |             |
|  |   | x           | x           | x           | x           | x           |
| <b>PC - Information of Principals (names &amp; addresses)</b>                  |   |             |             |             |             |             |
|  |   | x           | x           | x           | x           | x           |
| <b>PD - Hold Harmless Agreement</b>  |   |             |             |             |             |             |
|  |   | x           | x           | x           | x           | x           |
| <b>Sexual Harassment Prevention Certification Form</b>                         |   |             |             |             |             |             |
|  |   | x           | x           | x           |             |             |
| <b>Iran Divestment Act</b>   |   |             |             |             |             |             |
|  |   | x           | x           | x           | x           | x           |
| <b>Qualifications of Bidders (fully executed)</b>                              |   |             |             |             |             |             |
|  |   | x           | x           | x           | x           | x           |
| <b>BID BOND or CERTIFIED CHECK (in the amount of 5%)</b>                       |   |             |             |             |             |             |
|  |   | x           | x           | x           | x           | x           |
| <b>Certified letter - Bonding Company (bidder meets criteria - Article 11)</b> |   |             |             |             |             |             |
|  |   | x           | x           | x           | x           | x           |
| <b>Certified letter - Company (bidder in business for min. 5 years)</b>        |   |             |             |             |             |             |
|  |   | x           | x           | x           | x           | x           |
| <b>Documentation of bidder's financial status</b>                              |   |             |             |             |             |             |
|  |   | x           | x           | x           | x           | x           |
| <b>Subcontractor List</b>  |   |             |             |             |             |             |
|  |   | x           | x           | x           | x           | x           |

Key

Low Base Bid

Alternates included

## SERVICE AGREEMENT

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2023 by and between **VALLEY STREAM UNION FREE SCHOOL DISTRICT 24** (“SCHOOL DISTRICT”), at 75 Horton Ave, Valley Stream, NY 11581, and **The 13th Child Autism & Behavioral Coaching, inc.** (“SERVICE PROVIDER”), at 31 Woodruff Avenue, Suite 7T, Brooklyn, NY 11226.

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

**WHEREAS**, SERVICE PROVIDER is in the business of providing services of licensed and qualified occupational therapists, physical therapists, physical therapy assistants, speech-language therapists, and other duly licensed and/or certified professionals qualified to deliver special education services, including ABA services; and

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

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

1. **TERM OF AGREEMENT**: This Agreement shall be in effect for the period July 1, 2023 to June 30, 2024, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES**: SERVICE PROVIDER shall provide the following services as requested by the SCHOOL DISTRICT:
  - a. Services as set forth in Exhibit A, attached hereto and made part hereof. In the event that any of the terms of Exhibit A conflict with the terms of this Agreement, the terms of this Agreement shall govern, supersede and take precedence over any such conflicting term(s).
  - b. SERVICE PROVIDER shall provide the services above during the school year for those children covered by the terms of this Agreement. The services provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the children, and in accordance with the Commissioner’s Regulations, currently approved methods and practices of the profession. In addition, SERVICE PROVIDER shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:
    - i. The completion of progress reports regarding student achievement of objectives as per report card schedules;

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

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

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.
7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.
8. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**
  - a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
  - b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.
9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services performed pursuant to this Agreement.
10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals.

SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

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

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

14. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's educational progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the SCHOOL DISTRICT. At a minimum, all reports shall be furnished in accordance with the student's IEP. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be required by SCHOOL DISTRICT.
15. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.
16. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.
17. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.
18. **CHANGE IN ROSTER OF STUDENTS:** SCHOOL DISTRICT shall have the right to add or remove a child from the program/services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.
19. **TERMINATION:**
  - a. This Agreement may be terminated by the SCHOOL DISTRICT upon seven (7) days' written notice to the SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
  - b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.

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

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



21. **CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:**

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

data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").

- d. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law Section 2-d and its implementing regulations, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:
- i. the exclusive purposes for which the student data will be used;
  - ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;
  - iii. that student data will be returned or destroyed upon expiration of the Agreement;
  - iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
  - v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- e. Upon termination of this Agreement, SERVICE PROVIDER shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

22. **HIPAA and FERPA ACKNOWLEDGMENT:** Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and information protected by the Family Educational Rights and Privacy Act

("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

23. **DEFENSE, INDEMNIFICATION and HOLD HARMLESS PROVISION:** To the fullest extent permitted by law, the SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, the Board of Education, their officers, directors, agents and employees from and against all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement (collectively, "Damages") in connection with any action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement, except to the extent such Damages arise out of the gross negligence, misconduct or breach of this Agreement by SCHOOL DISTRICT.
24. **INSURANCE REQUIREMENTS:**
- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
  - b. The policy naming SCHOOL DISTRICT as an additional insured shall:
    - i. Be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
    - ii. State that SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
  - c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
  - d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.
  - e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.

f. The SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.

g. Required Insurance:

i. **Commercial General Liability Insurance:**

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

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

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

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

iii. **Professional Errors and Omissions Insurance:**

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

iv. **Excess Insurance**

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

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

i. SCHOOL DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). SERVICE PROVIDER further acknowledges that the procurement of such

insurance as required herein is intended to benefit not only SCHOOL DISTRICT but also NYSIR, as SCHOOL DISTRICT's insurer.

25. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual, receipt; mailed notices will be deemed communicated as of two days after mailing. Notice shall be delivered or mailed to the party's address listed above.
26. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
27. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court located in the Eastern District of New York, and agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
28. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
29. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
30. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
31. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered

into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

32. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
33. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representatives of the SERVICE PROVIDER and the SCHOOL DISTRICT hereby represent and warrant that they have full legal authority to enter this Agreement and bind the respective parties thereto.
34. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile and electronic signatures shall have the same force and effect as originals thereof.

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

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24:

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_, 2023

The 13th Child Autism & Behavioral Coaching, inc.:

*Rebecca McKee*

By: \_\_\_\_\_  
Name: Rebecca McKee, MSED, BCBA  
Title: CEO

Date: June 5, 2023



EXHIBIT A

**Rate Sheet**

July 1, 2023 - June 30, 2024

The 13th Child Autism & Behavioral Coaching, inc.  
Rebecca McKee, MSED, BCBA  
31 Woodruff Avenue  
Suite 7T  
Brooklyn, NY 11226 718-316-8057 [rebeccabusiness13@gmail.com](mailto:rebeccabusiness13@gmail.com)

NYS EIN #45-3790769  
BCBA #1-16-22791  
Group NPI #1902153141  
Solo NPI #1770966855  
LBA #002464-01

|                              |                       |
|------------------------------|-----------------------|
| ABA Services under BCBA      | \$125.00 per hour     |
| family & parent training     |                       |
| behavioral consult           |                       |
| ABA therapy                  |                       |
| staff training & development |                       |
| Special Education            | \$90.00 per hour      |
| Speech-Language Therapy      | \$60.00 per half hour |
| Occupational Therapy         | \$60.00 per half hour |
| Physical Therapy             | \$60.00 per half hour |
| Wilson Reading               | \$125.00 per hour     |
| Workshops & Presentations    | \$750.00 per half-day |

*Rebecca McKee*

Rebecca McKee, MSED, BCBA  
CEO, The 13th Child Autism & Behavioral Coaching, inc.

**AGREEMENT  
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of \_\_\_\_\_, 2023, by and between the Valley Stream Union Free School District #24 (“District”) and The 13th Child Autism & Behavioral Coaching, inc. (“Contractor”).

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

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

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

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

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

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

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



- court order and written notice is given to the District (notice is not required if it is expressly prohibited by a statute or court order);
- (vi) maintain reasonable safeguards to maintain confidentiality of personally identifiable information in PII Data;
  - (vii) use legally mandated encryption technology<sup>1</sup> to protect data from unauthorized disclosure while the data is in motion or in the contractor's custody; and
  - (viii) not sell, use or disclose student, teacher or principal personally identifiable information for any marketing or commercial purpose.

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

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

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

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

Contractor or the Contractor's officers, employees, assignees or subcontractors. This notification must be made in the most expedient way possible and without delay. In addition, the Contractor must notify the District of the breach of security in writing. This written notification must be sent by the Contractor in the most expedient way possible and without unreasonable delay, and not later than seven (7) calendar days after discovery of the breach of security resulting in an unauthorized release of personally identifiable information from PII Data, to the designated District representative and either personally delivered or sent by nationally recognized overnight carrier to the District. In the case of an unauthorized release of personally identifiable information from PII Data by the Contractor or the Contractor's officers, employees, assignees or subcontractors, the Contractor must reimburse the District for all the District's costs associated with the District's obligation to notify the State's chief privacy officer, parents, students, teachers and/or principals of the unauthorized release.

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

DISTRICT

CONTRACTOR

BY: \_\_\_\_\_  
\_\_\_\_\_

BY: Rebecca McKee 

DATE: \_\_\_\_\_

DATE: June 5, 2023

## **PARENTS' BILL OF RIGHTS FOR STUDENT DATA PRIVACY AND SECURITY**

The 13th Child Autism & Behavioral Coaching, inc., when contracted with your specific school district and/or health insurance company, is committed to protecting the privacy and security of clients, staff, and principal data.

1. A student's PII (personal identifiable information) cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's educational and/or behavioral health record.
3. Each specific states' laws and federal laws protect the confidentiality of personally identifiable information, and 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.
4. A complete list of all student data elements collected by the Specific State in question is available for public review.
5. Parents have the right to be notified in accordance to applicable laws and regulations if a breach or unauthorized release of their student's PII (personal identifiable information) occurs.
6. Parents can expect that educational and/or behavioral health agency workers who handle the students PII will receive annual training on applicable federal and state laws, regulations, educational agency's policies and safeguards which will be in alignment with industry standards and best practices to protect PII.
7. Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed.

\*\* Complaints should be directed to Rebecca McKee of The 13th Child Autism & Behavioral Coaching, inc.

8. The 13th Child Autism & Behavioral Coaching, inc. and the school district and/or health insurance company in question will be obligated to adhere to each specific states' laws and federal laws to safeguard students PII (personal identifiable information).

Date Adopted: July 14, 2022

The 13th Child Autism & Behavioral Coaching, inc.

CEO: Rebecca McKee, MSSED, BCBA



## **Privacy Policy**

Along with providing our clients with quality care, protecting the privacy of your personal information is an important part of The 13th Child Autism & Behavioral Coaching, inc. We understand the importance of protecting your personal information. We are committed to collecting, using and disclosing your personal information responsibly. We also try to be as open and transparent as possible about the way we handle your personal information.

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Our company's CEO, Rebecca McKee, acts as our privacy information officer. You can be assured that in providing the services hereunder, she will collect, use, maintain, disclose and destroy all of your personal information in accordance with all applicable privacy laws and regulations. Notwithstanding the foregoing, The 13th Child Autism & Behavioral Coaching, inc. will retain its files for 7 years after services are terminated.

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## **Collection, Usage and Disclosing of Clients' Personal Information**

The 13th Child Autism & Behavioral Coaching, inc. ensures that...

- Only necessary information is collected about you and/or your child.
- We only share your information with your consent, on your own behalf and that of your child (with the exception of mandatory disclosure of information as required by law.)
- Storage, retention and destruction of your personal information complies with existing legislation and privacy protection protocols.
- Our privacy protocols comply with the Privacy Acts and related applicable law.

### **Our office will collect, use and disclose information about clients...**

- To deliver safe and efficient care
- To identify and to ensure continuous high quality service
- To provide treatment, care and services in relationship to the practice of ABA in accordance with the BACB
- To communicate with other treating service providers, with your consent, including specialists and educators
- To allow us to maintain communication in order to distribute treatment information and for scheduling
- To allow us to efficiently follow-up for treatment, care and billing
- To comply with legal and regulatory laws including the Privacy Acts
- To invoice for goods and services
- To process payments
- To collect unpaid accounts

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### **Policies Applicable to Employees**

We require the cooperation of all employees of The 13th Child Autism and Behavioral Coaching, inc. in ensuring that our Client's information remains confidential. All staff members who come in contact with personal information are aware of the sensitive nature of the information that disclosed to us. Our team is all trained in the appropriate uses and protection of your information.

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### **Storing and Destroying our Client's Protected Health Information**

- Paper documents are kept in fire-proof filing cabinets under lock and key.
- Our company uses strong passwords and regularly updates them.
- We only share passwords with necessary team members.
- Our facility maintains a shredding policy.
- If documents are converted to electronic copies, both the original file and digital versions will be destroyed.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

|   |  |
|---|--|
| <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br>The 13th Child Autism & Behavioral Coaching, inc.   |  |
| <b>2</b> Business name/disregarded entity name, if different from above   |  |
| <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small> |
| <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  |  |
| <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. |  |
| <input type="checkbox"/> Other (see instructions) ▶ _____   |  |
| <b>5</b> Address (number, street, and apt. or suite no.) See instructions.<br>31 Woodruff Ave Suite 7T  | Requester's name and address (optional)  |
| <b>6</b> City, state, and ZIP code<br>Brooklyn NY 11226   |  |
| <b>7</b> List account number(s) here (optional)   |  |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |   |  |   |   |   |   |   |   |   |
|---------------------------------------|---|--|---|---|---|---|---|---|---|
| <b>Social security number</b>         |   |  |   |   |   |   |   |   |   |
|                                       |   |  |   |   |   |   |   |   |   |
| <b>or</b>                             |   |  |   |   |   |   |   |   |   |
| <b>Employer identification number</b> |   |  |   |   |   |   |   |   |   |
| 4                                     | 5 |  | 3 | 7 | 9 | 0 | 7 | 6 | 9 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |   |                    |
|------------------|---|--------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ <i>Rebecca McKee</i> | Date ▶ Jun 5, 2023 |
|------------------|---|--------------------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

May 22, 2023

Dr. Jack R. Mitchell  
Assistant Superintendent for Business  
Valley Stream Union Free School District #24  
Administration Offices  
William L. Buck Elementary School  
75 Horton Avenue  
Valley Stream, New York 11581

**Re: Award Recommendation**  
**Valley Stream Union Free School District #24**  
**District-Wide Flooring Replacements at**  
**Contract G1 - William L. Buck Elementary School - SED No. 28-02-24-02-0-001-026**  
**Contract G2 - Robert W. Carbonaro Elementary School – SED No. 28-02-24-02-0-004-028**  
**Contract G3 - Brooklyn Avenue Elementary School – SED No. 28-02-24-02-0-002-028**  
**H2M Project No.: VSSD2203**

Dear Dr. Mitchell:

On May 11, 2023, sealed bids for the above referenced project were received, opened and read aloud at the Districts Administration Office for the District-Wide Interior Flooring Replacements project at the District's three elementary schools.

A total of 5 bids were submitted for the District-Wide Interior Flooring Replacements project at W.L. Buck Elementary School (Contract G1), R.W. Carbonaro Elementary School (Contract G2) and Brooklyn Avenue Elementary School (Contract G3). The apparent low bidder with all required materials submitted is Milburn Flooring of Copiague, New York with a base bid amount of \$110,000.00 for all three contracts. In addition to the base bid the Contract Documents included requesting pricing for six (6) alternates at the three school locations as follows:

Alternate WB-1: Removal of existing asbestos-containing floor tile, base, and mastic. Furnish & install self-leveling underlayment, vinyl floor tile, base, and adhesive for an additional classroom # 101, 102, minimum 970 square feet but not exceeding 1,030 square feet in area.- \$23,250.00

Alternate WB-2: Removal of existing asbestos-containing floor tile, base, and Mastic. Furnish and install self-leveling underlayment, vinyl floor tile (provided by district), base, and adhesive for an additional classroom selected by the district, up to 810 square feet in area.- \$16,935.00

Alternate RC-1: Removal of existing asbestos-containing floor tile, base, and mastic. Furnish & install self-leveling underlayment, vinyl floor tile, base, and adhesive for an additional classroom #103, minimum 925 square feet but not exceeding 1,030 square feet in area.- \$23,250.00

Alternate RC-2: Removal of existing asbestos-containing floor tile, base, and Mastic. Furnish and install self-leveling underlayment, vinyl floor tile (provided by district), base, and adhesive for an additional classroom selected by the district, up to 810 square feet in area.- \$16,935.00

Alternate BA-1: Removal of existing asbestos-containing floor tile, base, and mastic. Furnish and install 1/4" luan plywood underlayment, vinyl floor tile, base, and adhesive for an additional classroom #10 selected by the district, minimum 640 square feet but not exceeding 725 square feet in area.- \$23,250.00



Alternate BA-2: Removal of existing asbestos-containing floor tile, base, and Mastic. Furnish and install self-leveling underlayment, vinyl floor tile (provided by district), base, and adhesive for an additional classroom selected by the district, up to 810 square feet in area.- \$16,935.00

H2M has conducted a detailed bid analysis to assist the District in awarding this contract, as part of this process we have thoroughly reviewed their bid documents, including qualifications, insurance requirements, and have checked their references provided. In addition, H2M conducted in-depth phone calls to ensure the contractors complete understanding of the proposed scope of work, their ability to perform the work, their financial stability to begin work, ability to meet the bonding and insurances as required, ability to meet the established completion dates, availability of materials and labor, and review the overall scope for compliance with the project specifications.

**Based upon our analysis and review of the contractor's qualifications, we feel this contractor has met all the requirements outlined for bidding and is therefore qualified to perform the work. Each school's bid price contains a \$10,000 allowance (\$30,000 total) which can be used toward awarding alternate bid items. As a result, we recommend award of Contracts G1, G2 & G3, and Alternates WB-2, & RC-1 to Milburn Flooring of Copiague, New York, for the total amount of \$150,185.00.**

A copy of the bid tabulation sheet is enclosed for your records. If you have any questions, please feel free to contact me at (631) 756-8000 x1354.

Very truly yours,

**H2M architects + engineers**



Kenneth R. Gehringer, AIA, NCARB, CDT, CCCA  
Asst. Vice President / Studio Director

/kr

Encl:

cc: VSSD\_Dr. Sturz, C. Brocher  
H2M\_GYP, SJB

X:\VSSD (Valley Stream UFSD 24) - 10970\VSSD2203 - District-Wide Flooring Replacements\03-Bid\Recommendation\award recommendation.docx



**VALLEY STREAM UFSD #24**

**Treasurer's Report  
and  
Bank Collateral Statements  
April 30, 2023**

Respectfully submitted:

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

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Brian K. Cleary, C.P.A.

6/2/2023

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Date

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

04/30/23

GENERAL FUND

|                          | JPMorgan Chase Checking | JPMorgan Chase Checking | NY Class             | Metropolitan Commercial | Totals               |
|--------------------------|-------------------------|-------------------------|----------------------|-------------------------|----------------------|
| Cash Balance - Beginning | \$ 4,822,993.25         | \$ 49,397.18            | \$ 105,051.90        | \$ 4,135,868.39         | \$ 9,113,310.72      |
| Add - Receipts           | 2,828,296.82            | 1,256,076.79            | 405.75               | 15,518.58               | 4,100,297.94         |
| Total                    | 7,651,290.07            | 1,305,473.97            | 105,457.65           | 4,151,386.97            | 13,213,608.66        |
| Less - Disbursements     | (2,763,685.32)          | (928,409.61)            | -                    | -                       | (3,692,094.93)       |
| <b>April 30, 2023</b>    | <b>4,887,604.75</b>     | <b>377,064.36</b>       | <b>105,457.65</b>    | <b>4,151,386.97</b>     | <b>9,521,513.73</b>  |
| Deposits In Transit      | -                       | -                       | -                    | -                       | -                    |
| Outstanding Checks       | 300,849.08              | 338,320.01              | -                    | -                       | 639,169.09           |
| Total                    | 5,188,453.83            | 715,384.37              | 105,457.65           | 4,151,386.97            | 10,160,682.82        |
| Net Wires in Transit     | -                       | -                       | -                    | -                       | -                    |
| Reconciling items        | -                       | -                       | -                    | -                       | -                    |
| Balance Per Statement    | <b>\$ 5,188,453.83</b>  | <b>\$ 715,384.37</b>    | <b>\$ 105,457.65</b> | <b>\$ 4,151,386.97</b>  | <b>10,160,682.82</b> |

TRUST & AGENCY FUND

|                           | JPMorgan Chase Payroll | JPMorgan Chase Scholarship | JPMorgan Chase Student Dept | Totals              |
|---------------------------|------------------------|----------------------------|-----------------------------|---------------------|
| Cash Balance - Beginning  | \$ 2,076.62            | \$ 520.93                  | \$ 972.31                   | \$ 3,569.86         |
| Add - Receipts            | 1,032,678.35           | 0.89                       | 3,243.90                    | 1,035,923.14        |
| Total                     | 1,034,754.97           | 521.82                     | 4,216.21                    | 1,039,493.00        |
| Less - Disbursements      | (1,032,567.68)         | -                          | (620.62)                    | (1,033,188.30)      |
| <b>Cash Balance - End</b> | <b>2,187.29</b>        | <b>521.82</b>              | <b>3,595.59</b>             | <b>6,304.70</b>     |
| Deposits In Transit       | -                      | -                          | -                           | -                   |
| Outstanding Checks        | 22,272.95              | -                          | 192.00                      | 22,464.95           |
| Total                     | 24,460.24              | 521.82                     | 3,787.59                    | 28,769.65           |
| Net Wires in Transit      | -                      | -                          | -                           | -                   |
| Reconciling items         | -                      | -                          | -                           | -                   |
| Balance Per Statement     | <b>\$ 24,460.24</b>    | <b>\$ 521.82</b>           | <b>\$ 3,787.59</b>          | <b>\$ 28,769.65</b> |

(0.00)

SCHOOL LUNCH FUND

SPECIAL AID FUND

CAPITAL FUND

|                           | JPMorgan Chase Checking | JPMorgan Chase Federal Fund | JPMorgan Chase Capital Fund | Totals           |
|---------------------------|-------------------------|-----------------------------|-----------------------------|------------------|
| Cash Balance - Beginning  | \$ 11,852.01            | \$ 57,277.25                | \$ 1,764.53                 | \$ 69,129.26     |
| Add - Receipts            | 63,825.13               | 65,060.56                   | 210,066.21                  | 128,885.69       |
| Total                     | 75,677.14               | 122,337.81                  | 211,830.74                  | 198,014.95       |
| Less - Disbursements      | (65,941.69)             | (119,374.17)                | (207,904.89)                | (185,315.86)     |
| <b>Cash Balance - End</b> | <b>9,735.45</b>         | <b>2,963.64</b>             | <b>3,925.85</b>             | <b>12,699.09</b> |
| Deposits In Transit       | (358.25)                | -                           | -                           | (358.25)         |
| Outstanding Checks        | 29,041.85               | 14,139.70                   | 139,943.64                  | 43,181.55        |
| Total                     | 38,419.05               | 17,103.34                   | 143,869.49                  | 55,522.39        |
| Net Wires in Transit      | -                       | -                           | -                           | -                |
| Reconciling items         | -                       | -                           | -                           | -                |
| Balance Per Statement     | <b>\$ 38,419.05</b>     | <b>\$ 17,103.34</b>         | <b>\$ 143,869.49</b>        | <b>55,522.39</b> |

Total Funds

10,244,974.86

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

**04/30/23**

**COLLATERAL ANALYSIS**

**Bank Statement Balances - end of month**

|  | <b>JPMorgan Chase</b>  | <b>Metropolitan Commercial</b> | <b>NY Class</b>      |
|--|------------------------|--------------------------------|----------------------|
|  |                        | **                             | ***                  |
| General Fund - Checking  | \$ 5,188,453.83        |                                |                      |
| General Fund - NY Class  |                        | 4,151,386.97                   | 105,457.65           |
| GF Trust & Agency - Checking                                     | 715,384.37             |                                |                      |
| Trust & Agency - Payroll   | 24,460.24              |                                |                      |
| Trust & Agency - Scholarship                                     | 521.82                 |                                |                      |
| School Lunch Fund  | 38,419.05              |                                |                      |
| Federal Fund   | 17,103.34              |                                |                      |
| Capital Fund   | 143,869.49             |                                |                      |
| Trust & Agency - Student Dept                                    | 3,787.59               |                                |                      |
|  | <u>\$ 6,131,999.73</u> | <u>\$ 4,151,386.97</u>         | <u>\$ 105,457.65</u> |
| Less:  |                        |                                |                      |
| FDIC - General Fund  | \$ (250,000.00)        | \$ (4,151,386.97)              | \$ (250,000.00)      |
| FDIC - Payroll   | (24,460.24)            | -                              | -                    |
| Bank Balances not covered by FDIC                                | 5,857,539.49           | -                              | -                    |
| Required Collateral  | 5,974,690.28           | -                              | -                    |
| Collateral Held by 3rd Party - BNY Mellon                        | -                      | -                              | -                    |
| Collateral JPMorgan Chase  | (6,160,252.70)         | -                              | -                    |
| Collateral Held by NY Class                                      | -                      | -                              | -                    |
| <b>If this Line balance is negative COLLATERAL IS ADEQUATE !</b> | <u>\$ (185,562.42)</u> | <u>\$ -</u>                    | <u>\$ -</u>          |

\*\* All accounts invested in various banks and FDIC insured

\*\*\* No individual collateral statement as the money is pooled. The collateral provided by NY Class states all money 100-102% collateralized.

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Total Requirements as of 04/27/2023:      \$6,968,768.91      Margin %: 102.00

| <b>CUSIP</b>               | <b>DESCRIPTION</b>                           | <b>QUANTITY</b> | <b>MARKET VALUE</b> |
|----------------------------|--|-----------------|---------------------|
| 34153QNX0                  | FLORIDA ST BRD ED PUB ED 20460601<br>4.00000 | 6,535,000.00    | 6,542,580.60        |
| 735389D70                  | PORT SEATTLE WASH REV 20360501<br>5.00000    | 460,000.00      | 476,711.80          |
| <b>Total Market Value:</b> |  |                 | 7,019,292.40        |

Total Requirements as of 04/28/2023:      \$5,999,639.72      Margin %: 102.00

| <b>CUSIP</b>               | <b>DESCRIPTION</b>                              | <b>QUANTITY</b> | <b>MARKET VALUE</b> |
|----------------------------|---|-----------------|---------------------|
| 419792VL7                  | HAWAII ST 20320801 5.00000                      | 4,560,000.00    | 4,578,650.40        |
| 891381W68                  | TORRANCE CALIF UNI SCH DIST<br>20400801 4.50000 | 1,570,000.00    | 1,581,602.30        |
| <b>Total Market Value:</b> |   |                 | 6,160,252.70        |

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May 31, 2023

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

Board of Education:

During our claims audit procedures conducted in May 2023, we reviewed approximately 212 claims, which total \$4,066,265.07, 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

Valley Stream 24 UFSD  
Warrant Summary  
May 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        |
|----------------|------|------------------|------------------|-----------------------------|---------------------------|------------------------|
| 58             | A    | 5784             | 5826             | 64                          | 64                        | \$ 502,024.66          |
|                |      |                  | Wires            |                             |                           |                        |
| 62             | A    | 5827             | 5860             | 55                          | 55                        | \$ 598,009.96          |
|                |      |                  | Wires            |                             |                           |                        |
| 63             | A    | 5861             | 5872             | 12                          | 12                        | \$ 2,020.00            |
| 59             | A    | 1037             | 1043             | 7                           | 7                         | \$ 761.69              |
| 64             | A    | 1044             | 1044             | 1                           | 1                         | \$ 886.86              |
| 60             | A    |                  | Wire             | 1                           | 1                         | \$ 845,481.09          |
| 61             | A    |                  | Wire             | 2                           | 2                         | \$ - *                 |
| 65             | A    |                  | Wire             | 1                           | 1                         | \$ 1,090,468.13        |
| 14             | C    | 1150             | 1151             | 2                           | 2                         | \$ 36,084.78           |
| 15             | C    | 1152             | 1152             | 1                           | 1                         | \$ 18,389.68           |
| 27             | F    | 1268             | 1270             | 7                           | 7                         | \$ 27,852.61           |
|                |      |                  | Wires            |                             |                           |                        |
| 28             | F    | 1271             | 1278             | 9                           | 9                         | \$ 20,593.09           |
|                |      |                  | Wire             |                             |                           |                        |
| 14             | H    | 1087             | 1087             | 1                           | 1                         | \$ 11.99               |
| 43             | T    | 1738             | 1742             | 5                           | 5                         | \$ 5,318.35            |
| 44             | T    | 1743             | 1753             | 11                          | 11                        | \$ 340,149.91          |
| 42             | T    |                  | Wires            | 17                          | 17                        | \$ 281,626.86          |
| 45             | T    |                  | Wires            | 16                          | 16                        | \$ 296,585.41          |
| <b>Totals</b>  |      |                  |                  | <b>212</b>                  | <b>212</b>                | <b>\$ 4,066,265.07</b> |

\* Includes check 5727, which was voided by the District.

There is a skip in warrant sequence (F26), which will be reviewed on a future visit.

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

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

*Cerini & Associates LLP*

Claims Auditor  
Cerini & Associates, LLP

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                      | Description                       |    | Budget            | Adjustments      | Adj. Budget       | Expensed          | Encumbered        | Available        |
|------------------------------|-----------------------------------|----|-------------------|------------------|-------------------|-------------------|-------------------|------------------|
| <a href="#">A 1010.4</a>     | BOARD OF ED EXPENSES              |    | 15,000.00         | 25,000.00        | 40,000.00         | 18,126.56         | 17,087.32         | 4,786.12         |
| <a href="#">A 1010.45</a>    | BOARD OF ED SUPPLIES              |    | 1,200.00          | 0.00             | 1,200.00          | 1,137.82          | 12.50             | 49.68            |
| <b>1010</b>                  | <b>BOARD OF EDUCATION</b>         | *  | <b>16,200.00</b>  | <b>25,000.00</b> | <b>41,200.00</b>  | <b>19,264.38</b>  | <b>17,099.82</b>  | <b>4,835.80</b>  |
| <a href="#">A 1040.16</a>    | DISTRICT CLERK SALARY             |    | 15,810.00         | 0.00             | 15,810.00         | 10,397.94         | 4,520.81          | 891.25           |
| <a href="#">A 1040.4</a>     | DISTRICT CLERK EXPENSE            |    | 250.00            | 0.00             | 250.00            | 130.00            | 0.00              | 120.00           |
| <a href="#">A 1040.45</a>    | DISTRICT CLERK SUPPLIES           |    | 250.00            | 0.00             | 250.00            | 234.04            | 0.00              | 15.96            |
| <b>1040</b>                  | <b>DISTRICT CLERK</b>             | *  | <b>16,310.00</b>  | <b>0.00</b>      | <b>16,310.00</b>  | <b>10,761.98</b>  | <b>4,520.81</b>   | <b>1,027.21</b>  |
| <a href="#">A 1060.4</a>     | CONTRACTUAL EXPENSE               |    | 13,500.00         | 28,634.00        | 42,134.00         | 4,960.00          | 29,499.00         | 7,675.00         |
| <a href="#">A 1060.45</a>    | MATERIAL & SUPPLIES               |    | 100.00            | 0.00             | 100.00            | 0.00              | 0.00              | 100.00           |
| <b>1060</b>                  | <b>DISTRICT MEETING</b>           | *  | <b>13,600.00</b>  | <b>28,634.00</b> | <b>42,234.00</b>  | <b>4,960.00</b>   | <b>29,499.00</b>  | <b>7,775.00</b>  |
| <b>10</b>                    | <b>Consolidated Payroll</b>       | ** | <b>46,110.00</b>  | <b>53,634.00</b> | <b>99,744.00</b>  | <b>34,986.36</b>  | <b>51,119.63</b>  | <b>13,638.01</b> |
| <a href="#">A 1240.15</a>    | CENTRAL ADMIN SALARY              |    | 244,772.00        | 2,428.00         | 247,200.00        | 206,000.00        | 41,200.00         | 0.00             |
| <a href="#">A 1240.16</a>    | CENTRAL OFFICE SALARIES           |    | 115,744.00        | 0.00             | 115,744.00        | 98,013.63         | 23,288.04         | -5,557.67        |
| <a href="#">A 1240.2</a>     | SUPT. EQUIPMENT                   |    | 1,500.00          | -1,500.00        | 0.00              | 0.00              | 0.00              | 0.00             |
| <a href="#">A 1240.4</a>     | SUPT OFFICE EXPENSE               |    | 5,000.00          | 1,000.00         | 6,000.00          | 2,010.53          | 3,859.55          | 129.92           |
| <a href="#">A 1240.45</a>    | SUPT OFFICE SUPPLIES              |    | 2,000.00          | -428.00          | 1,572.00          | 1,156.14          | 60.95             | 354.91           |
| <b>1240</b>                  | <b>CHIEF SCHOOL ADMINISTRATOR</b> | *  | <b>369,016.00</b> | <b>1,500.00</b>  | <b>370,516.00</b> | <b>307,180.30</b> | <b>68,408.54</b>  | <b>-5,072.84</b> |
| <b>12</b>                    |                                   | ** | <b>369,016.00</b> | <b>1,500.00</b>  | <b>370,516.00</b> | <b>307,180.30</b> | <b>68,408.54</b>  | <b>-5,072.84</b> |
| <a href="#">A 1310.15</a>    | BUSINESS MANAGER SALARY           |    | 185,013.00        | 0.00             | 185,013.00        | 154,177.60        | 30,835.40         | 0.00             |
| <a href="#">A 1310.16</a>    | BUSINESS OFFICE SALARIES          |    | 249,826.00        | 11,014.82        | 260,840.82        | 217,890.06        | 42,950.76         | 0.00             |
| <a href="#">A 1310.2</a>     | BUSINESS OFFICE EQUIPMENT         |    | 1,000.00          | 0.00             | 1,000.00          | 0.00              | 0.00              | 1,000.00         |
| <a href="#">A 1310.4</a>     | BUSINESS OFFICE EXPENSES          |    | 6,000.00          | 4,800.00         | 10,800.00         | 8,574.03          | 1,052.48          | 1,173.49         |
| <a href="#">A 1310.407-1</a> | OFFICE MACHINE REPAIRS            |    | 3,500.00          | 0.00             | 3,500.00          | 2,109.57          | 1,383.99          | 6.44             |
| <a href="#">A 1310.409-7</a> | BUSINESS OFFICE SOFTWARE          |    | 15,273.00         | 305.00           | 15,578.00         | 15,578.00         | 0.00              | 0.00             |
| <a href="#">A 1310.45</a>    | BUSINESS OFFICE SUPPLIES          |    | 3,000.00          | 0.00             | 3,000.00          | 1,779.57          | 581.24            | 639.19           |
| <a href="#">A 1310.451</a>   | OFFICE PAPER-BUSINESS             |    | 1,100.00          | 0.00             | 1,100.00          | 0.00              | 0.00              | 1,100.00         |
| <a href="#">A 1310.49</a>    | BOCES SERVICES                    |    | 50,000.00         | 51,359.44        | 101,359.44        | 54,451.46         | 46,907.98         | 0.00             |
| <b>1310</b>                  | <b>BUSINESS ADMINISTRATOR</b>     | *  | <b>514,712.00</b> | <b>67,479.26</b> | <b>582,191.26</b> | <b>454,560.29</b> | <b>123,711.85</b> | <b>3,919.12</b>  |
| <a href="#">A 1320.4</a>     | AUDITING EXPENSE                  |    | 70,000.00         | 45,325.00        | 115,325.00        | 64,250.00         | 48,075.00         | 3,000.00         |
| <b>1320</b>                  | <b>AUDITING</b>                   | *  | <b>70,000.00</b>  | <b>45,325.00</b> | <b>115,325.00</b> | <b>64,250.00</b>  | <b>48,075.00</b>  | <b>3,000.00</b>  |
| <a href="#">A 1325.16</a>    | TREASURER-SALARY                  |    | 13,655.00         | -305.00          | 13,350.00         | 11,104.20         | 2,220.80          | 25.00            |
| <a href="#">A 1325.45</a>    | TREASURER SUPPLIES                |    | 200.00            | 0.00             | 200.00            | 0.00              | 0.00              | 200.00           |
| <b>1325</b>                  | <b>TREASURER</b>                  | *  | <b>13,855.00</b>  | <b>-305.00</b>   | <b>13,550.00</b>  | <b>11,104.20</b>  | <b>2,220.80</b>   | <b>225.00</b>    |

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                      | Description                     | Budget            | Adjustments       | Adj. Budget       | Expensed          | Encumbered        | Available        |
|------------------------------|---------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|------------------|
| <a href="#">A 1380.4</a>     | CONTRACTUAL EXP-FISCAL AGENT    | 5,000.00          | -3,134.00         | 1,866.00          | 0.00              | 0.00              | 1,866.00         |
| <b>1380</b>                  | <b>FISCAL AGENT FEES</b>        | <b>5,000.00</b>   | <b>-3,134.00</b>  | <b>1,866.00</b>   | <b>0.00</b>       | <b>0.00</b>       | <b>1,866.00</b>  |
| <b>13</b>                    |                                 | <b>603,567.00</b> | <b>109,365.26</b> | <b>712,932.26</b> | <b>529,914.49</b> | <b>174,007.65</b> | <b>9,010.12</b>  |
| <a href="#">A 1420.4</a>     | ATTORNEY FEES                   | 60,000.00         | 50,304.00         | 110,304.00        | 66,299.61         | 43,995.84         | 8.55             |
| <a href="#">A 1420.400-1</a> | BOND COUNSEL                    | 3,000.00          | 0.00              | 3,000.00          | 0.00              | 0.00              | 3,000.00         |
| <a href="#">A 1420.400-2</a> | NEGOTIATIONS ATTORNEY           | 35,000.00         | 824.00            | 35,824.00         | 12,989.69         | 2,805.56          | 20,028.75        |
| <b>1420</b>                  | <b>LEGAL FEES</b>               | <b>98,000.00</b>  | <b>51,128.00</b>  | <b>149,128.00</b> | <b>79,289.30</b>  | <b>46,801.40</b>  | <b>23,037.30</b> |
| <a href="#">A 1430.4</a>     | PERSONNEL EXPENSES              | 5,500.00          | 0.00              | 5,500.00          | 4,320.00          | 581.25            | 598.75           |
| <a href="#">A 1430.49</a>    | BOCES REG.TEACHER CERTIFICATION | 5,000.00          | 3,145.00          | 8,145.00          | 8,145.00          | 0.00              | 0.00             |
| <b>1430</b>                  | <b>PERSONNEL</b>                | <b>10,500.00</b>  | <b>3,145.00</b>   | <b>13,645.00</b>  | <b>12,465.00</b>  | <b>581.25</b>     | <b>598.75</b>    |
| <a href="#">A 1480.4</a>     | PUBLIC INFO EXPENSES            | 17,000.00         | 1,000.00          | 18,000.00         | 12,765.56         | 3,840.07          | 1,394.37         |
| <b>1480</b>                  | <b>PUBLIC INFO AND SERVICE</b>  | <b>17,000.00</b>  | <b>1,000.00</b>   | <b>18,000.00</b>  | <b>12,765.56</b>  | <b>3,840.07</b>   | <b>1,394.37</b>  |
| <b>14</b>                    |                                 | <b>125,500.00</b> | <b>55,273.00</b>  | <b>180,773.00</b> | <b>104,519.86</b> | <b>51,222.72</b>  | <b>25,030.42</b> |
| <a href="#">A 1620.16</a>    | CUSTODIAL SALARIES              | 4,962.00          | 8,200.41          | 13,162.41         | 10,897.00         | 0.00              | 2,265.41         |
| <a href="#">A 1620.160-1</a> | CUSTODIAL SALARIES-BAS          | 221,490.00        | -3,110.80         | 218,379.20        | 189,380.55        | 31,835.75         | -2,837.10        |
| <a href="#">A 1620.160-2</a> | CUSTODIAL SALARIES-RWC          | 217,212.00        | -6,280.96         | 210,931.04        | 178,504.85        | 32,361.40         | 64.79            |
| <a href="#">A 1620.160-3</a> | CUSTODIAL SALARIES-WLB          | 201,350.00        | 1,191.35          | 202,541.35        | 171,911.05        | 31,711.80         | -1,081.50        |
| <a href="#">A 1620.161-1</a> | CUSTODIAL OVERTIME-BAS          | 18,000.00         | 0.00              | 18,000.00         | 14,556.25         | 0.00              | 3,443.75         |
| <a href="#">A 1620.161-2</a> | CUSTODIAL OVERTIME-RWC          | 12,000.00         | 0.00              | 12,000.00         | 7,879.33          | 0.00              | 4,120.67         |
| <a href="#">A 1620.161-3</a> | CUSTODIAL OVERTIME-WLB          | 20,000.00         | 0.00              | 20,000.00         | 16,198.53         | 0.00              | 3,801.47         |
| <a href="#">A 1620.162-1</a> | SECURITY AIDE SALARY-BAS        | 29,918.00         | 0.00              | 29,918.00         | 27,083.73         | 5,824.95          | -2,990.68        |
| <a href="#">A 1620.162-2</a> | SECURITY AIDE SALARY-RWC        | 32,060.00         | 0.00              | 32,060.00         | 23,731.74         | 6,093.81          | 2,234.45         |
| <a href="#">A 1620.162-3</a> | SECURITY AIDE SALARY-WLB        | 30,988.00         | 0.00              | 30,988.00         | 23,723.79         | 6,246.18          | 1,018.03         |
| <a href="#">A 1620.200-1</a> | EQUIPMENT-BAS                   | 1,250.00          | 0.00              | 1,250.00          | 0.00              | 0.00              | 1,250.00         |
| <a href="#">A 1620.200-2</a> | EQUIPMENT-RWC                   | 1,500.00          | 0.00              | 1,500.00          | 1,500.00          | 0.00              | 0.00             |
| <a href="#">A 1620.200-3</a> | EQUIPMENT-WLB                   | 1,250.00          | 0.00              | 1,250.00          | 1,250.00          | 0.00              | 0.00             |
| <a href="#">A 1620.268-1</a> | HEATING/COOLING-BAS             | 1,250.00          | -427.50           | 822.50            | 0.00              | 0.00              | 822.50           |
| <a href="#">A 1620.268-2</a> | HEATING/COOLING-RWC             | 1,500.00          | -737.49           | 762.51            | 0.00              | 0.00              | 762.51           |
| <a href="#">A 1620.268-3</a> | HEATING/COOLING-WLB             | 1,250.00          | -427.46           | 822.54            | 0.00              | 0.00              | 822.54           |
| <a href="#">A 1620.272-1</a> | CLEANING EQUIPMENT-BAS          | 4,750.00          | -4,750.00         | 0.00              | 0.00              | 0.00              | 0.00             |
| <a href="#">A 1620.272-2</a> | CLEANING EQUIPMENT-RWC          | 5,000.00          | 1,750.00          | 6,750.00          | 6,750.00          | 0.00              | 0.00             |
| <a href="#">A 1620.272-3</a> | CLEANING EQUIPMENT-WLB          | 4,750.00          | 3,000.00          | 7,750.00          | 7,750.00          | 0.00              | 0.00             |
| <a href="#">A 1620.404-1</a> | CONTRACTUAL STAFF TRAINING-BAS  | 1,600.00          | 0.00              | 1,600.00          | 585.64            | 447.36            | 567.00           |



# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                       | Description                    | Budget              | Adjustments       | Adj. Budget         | Expensed            | Encumbered        | Available        |
|-------------------------------|--------------------------------|---------------------|-------------------|---------------------|---------------------|-------------------|------------------|
| <a href="#">A 1620.404-2</a>  | CONTRACTUAL STAFF TRAINING-RWC | 1,800.00            | 0.00              | 1,800.00            | 585.65              | 598.35            | 616.00           |
| <a href="#">A 1620.404-3</a>  | CONTRACTUAL STAFF TRAINING-WLB | 1,600.00            | 0.00              | 1,600.00            | 585.64              | 447.36            | 567.00           |
| <a href="#">A 1620.406</a>    | FUEL/OIL                       | 5,000.00            | -1,154.00         | 3,846.00            | 0.00                | 0.00              | 3,846.00         |
| <a href="#">A 1620.406-11</a> | GAS/ELECTRIC-BAS               | 33,500.00           | 11,000.00         | 44,500.00           | 43,423.72           | 9,876.28          | -8,800.00        |
| <a href="#">A 1620.406-12</a> | GAS/ELECTRIC-RWC               | 26,500.00           | 11,000.00         | 37,500.00           | 35,261.77           | 5,238.23          | -3,000.00        |
| <a href="#">A 1620.406-13</a> | GAS/ELECTRIC-WLB               | 55,000.00           | -12,000.00        | 43,000.00           | 34,525.76           | 6,474.24          | 2,000.00         |
| <a href="#">A 1620.406-21</a> | WATER EXPENSES-BAS             | 6,000.00            | 0.00              | 6,000.00            | 5,290.30            | 709.70            | 0.00             |
| <a href="#">A 1620.406-22</a> | WATER EXPENSES-RWC             | 8,000.00            | 0.00              | 8,000.00            | 2,141.05            | 2,233.95          | 3,625.00         |
| <a href="#">A 1620.406-23</a> | WATER EXPENSES-WLB             | 16,000.00           | 0.00              | 16,000.00           | 1,285.53            | 1,439.47          | 13,275.00        |
| <a href="#">A 1620.406-31</a> | TELEPHONE EXPENSES-BAS         | 15,000.00           | 0.00              | 15,000.00           | 4,720.82            | 8,279.18          | 2,000.00         |
| <a href="#">A 1620.406-32</a> | TELEPHONE EXPENSES-RWC         | 16,000.00           | 0.00              | 16,000.00           | 7,738.24            | 6,261.76          | 2,000.00         |
| <a href="#">A 1620.406-33</a> | TELEPHONE EXPENSES-WLB         | 19,000.00           | 0.00              | 19,000.00           | 8,190.32            | 9,369.68          | 1,440.00         |
| <a href="#">A 1620.406-61</a> | CONTRACTUAL ELECTRICAL-BAS     | 4,000.00            | -620.00           | 3,380.00            | 2,715.67            | 100.00            | 564.33           |
| <a href="#">A 1620.406-62</a> | CONTRACTUAL ELECTRICAL-RWC     | 4,000.00            | 1,240.00          | 5,240.00            | 4,113.66            | 1,100.00          | 26.34            |
| <a href="#">A 1620.406-63</a> | CONTRACTUAL ELECTRICAL-WLB     | 4,000.00            | -620.00           | 3,380.00            | 2,715.67            | 100.00            | 564.33           |
| <a href="#">A 1620.406-71</a> | PROF & TECH EXPENSE-BAS        | 19,000.00           | 0.00              | 19,000.00           | 6,712.33            | 2,633.17          | 9,654.50         |
| <a href="#">A 1620.406-72</a> | PROF & TECH EXPENSE-RWC        | 14,000.00           | 0.00              | 14,000.00           | 4,521.50            | 3,529.74          | 5,948.76         |
| <a href="#">A 1620.406-73</a> | PROF & TECH EXPENSE-WLB        | 10,000.00           | 0.00              | 10,000.00           | 6,722.42            | 2,623.07          | 654.51           |
| <a href="#">A 1620.407-21</a> | CLEANING EXPENSES-BAS          | 7,000.00            | 0.00              | 7,000.00            | 1,214.13            | 370.87            | 5,415.00         |
| <a href="#">A 1620.407-22</a> | CLEANING EXPENSES-RWC          | 6,000.00            | 0.00              | 6,000.00            | 1,200.56            | 374.44            | 4,425.00         |
| <a href="#">A 1620.407-23</a> | CLEANING EXPENSES-WLB          | 7,000.00            | 0.00              | 7,000.00            | 1,338.90            | 411.10            | 5,250.00         |
| <a href="#">A 1620.407-51</a> | SECURITY-BAS                   | 55,000.00           | 42,356.00         | 97,356.00           | 73,138.85           | 23,581.80         | 635.35           |
| <a href="#">A 1620.407-52</a> | SECURITY-RWC                   | 55,000.00           | 37,878.00         | 92,878.00           | 68,605.90           | 23,628.72         | 643.38           |
| <a href="#">A 1620.407-53</a> | SECURITY-WLB                   | 65,000.00           | 27,407.00         | 92,407.00           | 67,972.61           | 23,795.01         | 639.38           |
| <a href="#">A 1620.457-21</a> | CLEANING SUPPLIES-BAS          | 16,000.00           | 0.00              | 16,000.00           | 8,804.51            | 3,920.49          | 3,275.00         |
| <a href="#">A 1620.457-22</a> | CLEANING SUPPLIES-RWC          | 14,500.00           | 0.00              | 14,500.00           | 9,042.32            | 4,032.68          | 1,425.00         |
| <a href="#">A 1620.457-23</a> | CLEANING SUPPLIES-WLB          | 14,500.00           | 0.00              | 14,500.00           | 9,318.55            | 4,036.45          | 1,145.00         |
| <a href="#">A 1620.458-21</a> | UNIFORM SUPPLIES-BAS           | 1,600.00            | 0.00              | 1,600.00            | 1,098.05            | 164.45            | 337.50           |
| <a href="#">A 1620.458-22</a> | UNIFORM SUPPLIES-RWC           | 1,800.00            | 0.00              | 1,800.00            | 1,676.32            | 123.68            | 0.00             |
| <a href="#">A 1620.458-23</a> | UNIFORM SUPPLIES-WLB           | 1,600.00            | 0.00              | 1,600.00            | 1,094.64            | 167.86            | 337.50           |
| <b>1620</b>                   | <b>OPERATION MAINT/PLANT</b>   | <b>1,315,480.00</b> | <b>114,894.55</b> | <b>1,430,374.55</b> | <b>1,097,457.85</b> | <b>260,142.98</b> | <b>72,773.72</b> |
| <a href="#">A 1621.16</a>     | MAINTENANCE SALARIES           | 210,613.00          | 1,150.00          | 211,763.00          | 176,616.80          | 35,123.20         | 23.00            |
| <a href="#">A 1621.161</a>    | MAINTENANCE OVERTIME SALARIES  | 0.00                | 0.00              | 0.00                | 0.00                | 0.00              | 0.00             |

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                         | Description                       | Budget    | Adjustments | Adj. Budget | Expensed  | Encumbered | Available |
|---------------------------------|-----------------------------------|-----------|-------------|-------------|-----------|------------|-----------|
| <a href="#">A 1621.161-2</a>    | MAINTENANCE OVERTIME SALARIES-RWC | 10,000.00 | -1,150.00   | 8,850.00    | 271.22    | 0.00       | 8,578.78  |
| <a href="#">A 1621.200-1</a>    | EQUIPMENT-BAS                     | 1,250.00  | 0.00        | 1,250.00    | 0.00      | 0.00       | 1,250.00  |
| <a href="#">A 1621.200-2</a>    | EQUIPMENT-RWC                     | 1,500.00  | 0.00        | 1,500.00    | 1,475.55  | 0.00       | 24.45     |
| <a href="#">A 1621.200-3</a>    | EQUIPMENT-WLB                     | 1,250.00  | 0.00        | 1,250.00    | 725.55    | 0.00       | 524.45    |
| <a href="#">A 1621.268-1</a>    | HEATING/COOLING-BAS               | 325.00    | 0.00        | 325.00      | 0.00      | 0.00       | 325.00    |
| <a href="#">A 1621.268-2</a>    | HEATING/COOLING-RWC               | 350.00    | 0.00        | 350.00      | 0.00      | 0.00       | 350.00    |
| <a href="#">A 1621.268-3</a>    | HEATING/COOLING-WLB               | 325.00    | 0.00        | 325.00      | 0.00      | 0.00       | 325.00    |
| <a href="#">A 1621.280-1</a>    | GROUNDS-BAS                       | 2,100.00  | 0.00        | 2,100.00    | 0.00      | 0.00       | 2,100.00  |
| <a href="#">A 1621.280-2</a>    | GROUNDS-RWC                       | 2,800.00  | 0.00        | 2,800.00    | 2,800.00  | 0.00       | 0.00      |
| <a href="#">A 1621.280-3</a>    | GROUNDS-WLB                       | 2,100.00  | 0.00        | 2,100.00    | 0.00      | 0.00       | 2,100.00  |
| <a href="#">A 1621.283-1</a>    | AUTOMOTIVE EQUIPMENT-BAS          | 600.00    | 0.00        | 600.00      | 0.00      | 0.00       | 600.00    |
| <a href="#">A 1621.283-2</a>    | AUTOMOTIVE EQUIPMENT-RWC          | 700.00    | 0.00        | 700.00      | 143.25    | 0.00       | 556.75    |
| <a href="#">A 1621.283-3</a>    | AUTOMOTIVE EQUIPMENT-WLB          | 700.00    | 0.00        | 700.00      | 0.00      | 0.00       | 700.00    |
| <a href="#">A 1621.406-4</a>    | MILEAGE                           | 1,000.00  | 0.00        | 1,000.00    | 525.75    | 124.25     | 350.00    |
| <a href="#">A 1621.406-5</a>    | ELEC/MAINTENANCE EXPENSE          | 500.00    | 0.00        | 500.00      | 46.06     | 0.00       | 453.94    |
| <a href="#">A 1621.406-51</a>   | ELEC/MAINTENANCE EXPENSE-BAS      | 500.00    | 0.00        | 500.00      | 46.06     | 0.00       | 453.94    |
| <a href="#">A 1621.406-52</a>   | ELEC/MAINTENANCE EXPENSE-RWC      | 500.00    | 0.00        | 500.00      | 46.06     | 0.00       | 453.94    |
| <a href="#">A 1621.406-81</a>   | HEATING/COOLING EXPENSE-BAS       | 12,000.00 | 3,277.50    | 15,277.50   | 12,381.57 | 2,864.93   | 31.00     |
| <a href="#">A 1621.406-82</a>   | HEATING/COOLING EXPENSE-RWC       | 11,000.00 | 2,737.49    | 13,737.49   | 12,057.49 | 1,680.00   | 0.00      |
| <a href="#">A 1621.406-83</a>   | HEATING/COOLING EXPENSE-WLB       | 12,000.00 | 777.46      | 12,777.46   | 11,932.46 | 845.00     | 0.00      |
| <a href="#">A 1621.406-91</a>   | PLUMBING EXPENSE-BAS              | 2,000.00  | -200.00     | 1,800.00    | 1,005.63  | 274.37     | 520.00    |
| <a href="#">A 1621.406-92</a>   | PLUMBING EXPENSE-RWC              | 1,000.00  | 200.00      | 1,200.00    | 784.68    | 390.32     | 25.00     |
| <a href="#">A 1621.406-93</a>   | PLUMBING EXPENSE-WLB              | 1,000.00  | 0.00        | 1,000.00    | 314.22    | 390.78     | 295.00    |
| <a href="#">A 1621.407-01</a>   | REPAIRS-GENERAL-BAS               | 10,000.00 | -2,000.00   | 8,000.00    | 6,132.69  | 997.31     | 870.00    |
| <a href="#">A 1621.407-02</a>   | REPAIRS-GENERAL-RWC               | 7,500.00  | -2,000.00   | 5,500.00    | 4,181.50  | 1,661.50   | -343.00   |
| <a href="#">A 1621.407-03</a>   | REPAIRS-GENERAL-WLB               | 7,500.00  | 0.00        | 7,500.00    | 5,267.58  | 251.42     | 1,981.00  |
| <a href="#">A 1621.407-3</a>    | SITE WORK                         | 37,000.00 | 1,532.25    | 38,532.25   | 14,633.64 | 4,224.83   | 19,673.78 |
| <a href="#">A 1621.407-30-2</a> | PLAYGROUND MAINTENANCE-BAS        | 2,500.00  | -2,050.00   | 450.00      | 450.00    | 0.00       | 0.00      |
| <a href="#">A 1621.407-30-3</a> | PLAYGROUND MAINTENANCE-RWC        | 2,500.00  | -2,050.00   | 450.00      | 450.00    | 0.00       | 0.00      |
| <a href="#">A 1621.407-30-4</a> | PLAYGROUND MAINTENANCE-WLB        | 2,500.00  | 0.00        | 2,500.00    | 450.00    | 0.00       | 2,050.00  |
| <a href="#">A 1621.407-31-2</a> | ATHLETIC FIELDS-BAS               | 3,500.00  | 0.00        | 3,500.00    | 250.00    | 50.00      | 3,200.00  |
| <a href="#">A 1621.407-31-3</a> | ATHLETIC FIELDS-RWC               | 3,750.00  | 0.00        | 3,750.00    | 650.00    | 50.00      | 3,050.00  |
| <a href="#">A 1621.407-31-4</a> | ATHLETIC FIELDS-WLB               | 3,750.00  | 0.00        | 3,750.00    | 0.00      | 50.00      | 3,700.00  |

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                       | Description                        | Budget   | Adjustments | Adj. Budget | Expensed | Encumbered | Available |
|-------------------------------|------------------------------------|----------|-------------|-------------|----------|------------|-----------|
| <a href="#">A 1621.450-1</a>  | MATERIAL & SUPPLIES-BAS            | 6,650.00 | -718.58     | 5,931.42    | 691.36   | 2,010.34   | 3,229.72  |
| <a href="#">A 1621.450-2</a>  | MATERIAL & SUPPLIES-RWC            | 6,700.00 | -172.05     | 6,527.95    | 3,165.17 | 1,483.00   | 1,879.78  |
| <a href="#">A 1621.450-3</a>  | MATERIAL & SUPPLIES-WLB            | 6,650.00 | 0.00        | 6,650.00    | 1,207.03 | 2,052.07   | 3,390.90  |
| <a href="#">A 1621.455-1</a>  | PLAYGROUND MATERIAL & SUPPLIES-BAS | 0.00     | 2,768.58    | 2,768.58    | 2,768.59 | 0.00       | -0.01     |
| <a href="#">A 1621.455-2</a>  | PLAYGROUND MATERIAL & SUPPLIES-RWC | 0.00     | 4,037.54    | 4,037.54    | 4,037.55 | 0.00       | -0.01     |
| <a href="#">A 1621.456-51</a> | ELEC/MAINTENANCE-BAS               | 3,100.00 | 0.00        | 3,100.00    | 37.95    | 312.05     | 2,750.00  |
| <a href="#">A 1621.456-52</a> | ELEC/MAINTENANCE-RWC               | 2,950.00 | 2,113.20    | 5,063.20    | 2,361.12 | 102.08     | 2,600.00  |
| <a href="#">A 1621.456-53</a> | ELEC/MAINTENANCE-WLB               | 2,950.00 | 0.00        | 2,950.00    | 77.23    | 272.77     | 2,600.00  |
| <a href="#">A 1621.456-61</a> | INTERCOM/EMERG LIGHTS-BAS          | 700.00   | 0.00        | 700.00      | 0.00     | 0.00       | 700.00    |
| <a href="#">A 1621.456-62</a> | INTERCOM/EMERG LIGHTS-RWC          | 600.00   | 0.00        | 600.00      | 475.68   | 0.00       | 124.32    |
| <a href="#">A 1621.456-63</a> | INTERCOM/EMERG LIGHTS-WLB          | 700.00   | 0.00        | 700.00      | 0.00     | 0.00       | 700.00    |
| <a href="#">A 1621.456-81</a> | HEATING/COOLING SUPPLIES-BAS       | 1,700.00 | 600.00      | 2,300.00    | 2,115.28 | 84.72      | 100.00    |
| <a href="#">A 1621.456-82</a> | HEATING/COOLING SUPPLIES-RWC       | 1,700.00 | -400.00     | 1,300.00    | 0.00     | 200.00     | 1,100.00  |
| <a href="#">A 1621.456-83</a> | HEATING/COOLING SUPPLIES-WLB       | 1,600.00 | -200.00     | 1,400.00    | 42.29    | 200.00     | 1,157.71  |
| <a href="#">A 1621.457-01</a> | REPAIRS-GENERAL-BAS                | 5,000.00 | 0.00        | 5,000.00    | 3,110.40 | 325.64     | 1,563.96  |
| <a href="#">A 1621.457-02</a> | REPAIRS-GENERAL-RWC                | 5,000.00 | 2,767.86    | 7,767.86    | 5,098.67 | 311.66     | 2,357.53  |
| <a href="#">A 1621.457-03</a> | REPAIRS-GENERAL-WLB                | 5,000.00 | 0.00        | 5,000.00    | 4,592.38 | 407.62     | 0.00      |
| <a href="#">A 1621.457-61</a> | HARDWARE-BAS                       | 1,000.00 | 0.00        | 1,000.00    | 155.34   | 119.66     | 725.00    |
| <a href="#">A 1621.457-62</a> | HARDWARE-RWC                       | 1,000.00 | 0.00        | 1,000.00    | 157.71   | 117.29     | 725.00    |
| <a href="#">A 1621.457-63</a> | HARDWARE-WLB                       | 1,000.00 | 0.00        | 1,000.00    | 177.75   | 197.25     | 625.00    |
| <a href="#">A 1621.457-71</a> | CARPENTRY-BAS                      | 2,750.00 | 0.00        | 2,750.00    | 256.49   | 1,893.51   | 600.00    |
| <a href="#">A 1621.457-72</a> | CARPENTRY-RWC                      | 2,650.00 | 1,400.00    | 4,050.00    | 3,543.11 | 406.89     | 100.00    |
| <a href="#">A 1621.457-73</a> | CARPENTRY-WLB                      | 2,600.00 | 0.00        | 2,600.00    | 690.21   | 1,459.79   | 450.00    |
| <a href="#">A 1621.457-81</a> | GLAZING-BAS                        | 300.00   | 0.00        | 300.00      | 0.00     | 200.00     | 100.00    |
| <a href="#">A 1621.457-82</a> | GLAZING-RWC                        | 350.00   | 0.00        | 350.00      | 0.00     | 200.00     | 150.00    |
| <a href="#">A 1621.457-83</a> | GLAZING-WLB                        | 350.00   | 0.00        | 350.00      | 0.00     | 200.00     | 150.00    |
| <a href="#">A 1621.457-91</a> | PAINTING-BAS                       | 1,000.00 | 0.00        | 1,000.00    | 55.93    | 244.07     | 700.00    |
| <a href="#">A 1621.457-92</a> | PAINTING-RWC                       | 1,000.00 | 0.00        | 1,000.00    | 98.80    | 201.20     | 700.00    |
| <a href="#">A 1621.457-93</a> | PAINTING-WLB                       | 1,000.00 | 0.00        | 1,000.00    | 578.25   | 121.75     | 300.00    |
| <a href="#">A 1621.458-01</a> | GROUNDS-BAS                        | 1,650.00 | 0.00        | 1,650.00    | 210.40   | 134.95     | 1,304.65  |
| <a href="#">A 1621.458-02</a> | GROUNDS-RWC                        | 1,650.00 | 0.00        | 1,650.00    | 210.40   | 134.95     | 1,304.65  |
| <a href="#">A 1621.458-03</a> | GROUNDS-WLB                        | 1,700.00 | 0.00        | 1,700.00    | 210.38   | 100.00     | 1,389.62  |
| <a href="#">A 1621.458-31</a> | AUTOMOTIVE-BAS                     | 1,333.00 | -150.00     | 1,183.00    | 360.69   | 679.31     | 143.00    |

# VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                       | Description                         |     | Budget              | Adjustments       | Adj. Budget         | Expensed            | Encumbered        | Available         |
|-------------------------------|-------------------------------------|-----|---------------------|-------------------|---------------------|---------------------|-------------------|-------------------|
| <a href="#">A 1621.458-32</a> | AUTOMOTIVE-RWC                      |     | 1,333.00            | 300.00            | 1,633.00            | 935.67              | 654.33            | 43.00             |
| <a href="#">A 1621.458-33</a> | AUTOMOTIVE-WLB                      |     | 1,334.00            | -150.00           | 1,184.00            | 360.69              | 629.31            | 194.00            |
| <b>1621</b>                   | <b>MAINTENANCE OF PLANT</b>         | *   | <b>431,613.00</b>   | <b>12,421.25</b>  | <b>444,034.25</b>   | <b>291,420.28</b>   | <b>64,434.12</b>  | <b>88,179.85</b>  |
| <a href="#">A 1670.400-1</a>  | CENTRAL PRINTING EXPENSE-BAS        |     | 5,650.00            | 0.00              | 5,650.00            | 2,543.28            | 2,156.72          | 950.00            |
| <a href="#">A 1670.400-2</a>  | CENTRAL PRINTING EXPENSE-RWC        |     | 5,650.00            | 0.00              | 5,650.00            | 2,543.28            | 2,156.72          | 950.00            |
| <a href="#">A 1670.400-3</a>  | CENTRAL PRINTING EXPENSE-WLB        |     | 5,700.00            | 0.00              | 5,700.00            | 3,293.68            | 2,405.72          | 0.60              |
| <a href="#">A 1670.401</a>    | OUTSIDE PRINTING SERVICES           |     | 5,000.00            | 0.00              | 5,000.00            | 3,135.00            | 0.00              | 1,865.00          |
| <b>1670</b>                   | <b>CENTRAL PRINTING AND MAILING</b> | *   | <b>22,000.00</b>    | <b>0.00</b>       | <b>22,000.00</b>    | <b>11,515.24</b>    | <b>6,719.16</b>   | <b>3,765.60</b>   |
| <a href="#">A 1680.45</a>     | DATA PROC SUPPLIES                  |     | 500.00              | 0.00              | 500.00              | 0.00                | 0.00              | 500.00            |
| <a href="#">A 1680.49</a>     | BOCES TEST SCORE                    |     | 48,000.00           | 0.00              | 48,000.00           | 26,318.88           | 21,681.12         | 0.00              |
| <a href="#">A 1680.490-1</a>  | BOCES DATA WAREHOUSING              |     | 120,000.00          | 0.00              | 120,000.00          | 93,923.95           | 26,076.05         | 0.00              |
| <b>1680</b>                   | <b>DATA PROCESSING DISTRICT</b>     | *   | <b>168,500.00</b>   | <b>0.00</b>       | <b>168,500.00</b>   | <b>120,242.83</b>   | <b>47,757.17</b>  | <b>500.00</b>     |
| <b>16</b>                     |                                     | **  | <b>1,937,593.00</b> | <b>127,315.80</b> | <b>2,064,908.80</b> | <b>1,520,636.20</b> | <b>379,053.43</b> | <b>165,219.17</b> |
| <a href="#">A 1910.4</a>      | UNALLOCATED INS                     |     | 166,000.00          | 1,154.00          | 167,154.00          | 159,545.70          | 7,608.30          | 0.00              |
| <b>1910</b>                   | <b>UNALLOCATED INSURANCE</b>        | *   | <b>166,000.00</b>   | <b>1,154.00</b>   | <b>167,154.00</b>   | <b>159,545.70</b>   | <b>7,608.30</b>   | <b>0.00</b>       |
| <a href="#">A 1920.4</a>      | SCHOOL ASSOC DUES                   |     | 18,000.00           | 0.00              | 18,000.00           | 13,475.00           | 0.00              | 4,525.00          |
| <b>1920</b>                   | <b>SCHOOL ASSOCIATION DUES</b>      | *   | <b>18,000.00</b>    | <b>0.00</b>       | <b>18,000.00</b>    | <b>13,475.00</b>    | <b>0.00</b>       | <b>4,525.00</b>   |
| <a href="#">A 1930.4</a>      | CLAIMS/JUDGEMENT                    |     | 600.00              | 0.00              | 600.00              | 0.00                | 0.00              | 600.00            |
| <b>1930</b>                   | <b>JUDGMENTS &amp; CLAIMS</b>       | *   | <b>600.00</b>       | <b>0.00</b>       | <b>600.00</b>       | <b>0.00</b>         | <b>0.00</b>       | <b>600.00</b>     |
| <a href="#">A 1981.49</a>     | BOCES AMIN                          |     | 112,725.00          | 0.00              | 112,725.00          | 112,725.17          | 0.00              | -0.17             |
| <a href="#">A 1981.492</a>    | BOCES RENTAL                        |     | 10,861.00           | 0.00              | 10,861.00           | 7,240.40            | 3,620.60          | 0.00              |
| <a href="#">A 1981.493</a>    | BOCES CAPITAL                       |     | 19,104.00           | 0.00              | 19,104.00           | 19,104.43           | 0.00              | -0.43             |
| <b>1981</b>                   | <b>ADMIN CHARGE-BOCES</b>           | *   | <b>142,690.00</b>   | <b>0.00</b>       | <b>142,690.00</b>   | <b>139,070.00</b>   | <b>3,620.60</b>   | <b>-0.60</b>      |
| <b>19</b>                     | <b>Disability Insurance</b>         | **  | <b>327,290.00</b>   | <b>1,154.00</b>   | <b>328,444.00</b>   | <b>312,090.70</b>   | <b>11,228.90</b>  | <b>5,124.40</b>   |
| <b>1</b>                      |                                     | *** | <b>3,409,076.00</b> | <b>348,242.06</b> | <b>3,757,318.06</b> | <b>2,809,327.91</b> | <b>735,040.87</b> | <b>212,949.28</b> |
| <a href="#">A 2010.15</a>     | CURRICULUM-PROFESSIONAL SALARIES    |     | 0.00                | 0.00              | 0.00                | 0.00                | 0.00              | 0.00              |
| <a href="#">A 2010.150</a>    | ASSISTANT SUPERINTENDENT            |     | 189,426.00          | 0.00              | 189,426.00          | 157,786.80          | 31,557.20         | 82.00             |
| <a href="#">A 2010.16</a>     | CURRICULUM SALARIES                 |     | 12,000.00           | -10,100.00        | 1,900.00            | 0.00                | 0.00              | 1,900.00          |
| <a href="#">A 2010.4</a>      | CURRICULUM DEVEL EXPENSE            |     | 2,000.00            | 0.00              | 2,000.00            | 100.00              | 0.00              | 1,900.00          |
| <a href="#">A 2010.45</a>     | CURRICULUM DEVEL SUPPLIES           |     | 3,000.00            | 0.00              | 3,000.00            | 1,372.74            | 0.00              | 1,627.26          |
| <a href="#">A 2010.451</a>    | DUP PAPER/REPT CARD                 |     | 5,000.00            | 0.00              | 5,000.00            | 1,480.00            | 520.00            | 3,000.00          |
| <a href="#">A 2010.49</a>     | BOCES CURRICULUM DEVELOPMENT        |     | 47,000.00           | 15,403.10         | 62,403.10           | 56,718.41           | 5,684.69          | 0.00              |
| <b>2010</b>                   | <b>CURR. DEV./SUPERVISION</b>       | *   | <b>258,426.00</b>   | <b>5,303.10</b>   | <b>263,729.10</b>   | <b>217,457.95</b>   | <b>37,761.89</b>  | <b>8,509.26</b>   |

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                       | Description                      | Budget              | Adjustments      | Adj. Budget         | Expensed            | Encumbered        | Available        |
|-------------------------------|----------------------------------|---------------------|------------------|---------------------|---------------------|-------------------|------------------|
| <a href="#">A 2020.15</a>     | BUILDING PRINCIPALS SALARIES     | 317,693.00          | -17,300.00       | 300,393.00          | 242,938.60          | 48,587.52         | 8,866.88         |
| <a href="#">A 2020.150-1</a>  | BUILDING PRINCIPALS SALARIES-BAS | 181,981.00          | 0.00             | 181,981.00          | 151,600.00          | 30,320.00         | 61.00            |
| <a href="#">A 2020.150-2</a>  | BUILDING PRINCIPALS SALARIES-RWC | 161,734.00          | 0.00             | 161,734.00          | 134,777.48          | 26,955.52         | 1.00             |
| <a href="#">A 2020.150-3</a>  | BUILDING PRINCIPALS SALARIES-WLB | 148,920.00          | 0.00             | 148,920.00          | 123,250.00          | 24,650.00         | 1,020.00         |
| <a href="#">A 2020.160-1</a>  | BUILDG OFFICE SALARIES-BAS       | 42,768.00           | 4,543.50         | 47,311.50           | 39,222.12           | 8,089.38          | 0.00             |
| <a href="#">A 2020.160-2</a>  | BUILDG OFFICE SALARIES-RWC       | 57,300.00           | 6,142.66         | 63,442.66           | 52,527.04           | 10,915.62         | 0.00             |
| <a href="#">A 2020.160-3</a>  | BUILDG OFFICE SALARIES-WLB       | 44,970.00           | 5,801.75         | 50,771.75           | 42,275.94           | 8,495.81          | 0.00             |
| <a href="#">A 2020.4</a>      | SUPERVISION EXPENSES             | 1,000.00            | 0.00             | 1,000.00            | 137.69              | 312.31            | 550.00           |
| <a href="#">A 2020.401</a>    | SUPERVISION-BAS                  | 200.00              | 0.00             | 200.00              | 0.00                | 0.00              | 200.00           |
| <a href="#">A 2020.401-97</a> | SUPERVISION-P/C-BAS              | 500.00              | 0.00             | 500.00              | 198.24              | 301.76            | 0.00             |
| <a href="#">A 2020.402</a>    | SUPERVISION-WLB                  | 200.00              | 0.00             | 200.00              | 0.00                | 0.00              | 200.00           |
| <a href="#">A 2020.402-97</a> | SUPERVISION-P/C-WLB              | 300.00              | 0.00             | 300.00              | 183.02              | 116.98            | 0.00             |
| <a href="#">A 2020.403</a>    | SUPERVISION-RWC                  | 500.00              | 0.00             | 500.00              | 0.00                | 0.00              | 500.00           |
| <a href="#">A 2020.403-97</a> | SUPERVISION-P/C-RWC              | 500.00              | 0.00             | 500.00              | 50.00               | 450.00            | 0.00             |
| <a href="#">A 2020.451</a>    | SUPERVISION-BAS                  | 500.00              | 0.00             | 500.00              | 0.00                | 3.29              | 496.71           |
| <a href="#">A 2020.451-10</a> | OFFICE PAPER-BAS                 | 6,000.00            | 0.00             | 6,000.00            | 5,958.00            | 42.00             | 0.00             |
| <a href="#">A 2020.451-20</a> | OFFICE PAPER-WLB                 | 7,000.00            | 0.00             | 7,000.00            | 4,335.00            | 1,665.00          | 1,000.00         |
| <a href="#">A 2020.451-30</a> | OFFICE PAPER-RWC                 | 8,500.00            | 0.00             | 8,500.00            | 6,855.00            | 1,545.00          | 100.00           |
| <a href="#">A 2020.452</a>    | SUPERVISION-WLB                  | 500.00              | 0.00             | 500.00              | 0.00                | 0.00              | 500.00           |
| <a href="#">A 2020.453</a>    | SUPERVISION-RWC                  | 300.00              | 0.00             | 300.00              | 0.00                | 0.00              | 300.00           |
| <b>2020</b>                   | <b>SUPER. REG. SCHOOL</b>        | <b>981,366.00</b>   | <b>-812.09</b>   | <b>980,553.91</b>   | <b>804,308.13</b>   | <b>162,450.19</b> | <b>13,795.59</b> |
| <a href="#">A 2060.15</a>     | INSTRUCTIONAL SALARIE            | 30,000.00           | 0.00             | 30,000.00           | 22,639.00           | 4,527.88          | 2,833.12         |
| <b>2060</b>                   | <b>RESEARCH PLAN/EVAL</b>        | <b>30,000.00</b>    | <b>0.00</b>      | <b>30,000.00</b>    | <b>22,639.00</b>    | <b>4,527.88</b>   | <b>2,833.12</b>  |
| <a href="#">A 2070.40</a>     | INSERV TRAINING                  | 1,000.00            | 0.00             | 1,000.00            | 0.00                | 0.00              | 1,000.00         |
| <a href="#">A 2070.41</a>     | INSERVICE TRNG-BAS               | 500.00              | 0.00             | 500.00              | 275.00              | 0.00              | 225.00           |
| <a href="#">A 2070.42</a>     | INSERVICE TRNG-WLB               | 500.00              | 0.00             | 500.00              | 275.00              | 0.00              | 225.00           |
| <a href="#">A 2070.43</a>     | INSERVICE TRNG-RWC               | 500.00              | 0.00             | 500.00              | 165.00              | 0.00              | 335.00           |
| <a href="#">A 2070.44</a>     | INSERVICE TRNG-D.W.              | 1,000.00            | 0.00             | 1,000.00            | 0.00                | 0.00              | 1,000.00         |
| <a href="#">A 2070.444</a>    | STAFF DEVELOPMENT                | 10,000.00           | -3,595.00        | 6,405.00            | 1,006.33            | 0.00              | 5,398.67         |
| <a href="#">A 2070.490</a>    | BOCES STAFF DEVELOPMENT          | 25,000.00           | 450.00           | 25,450.00           | 16,392.27           | 9,057.73          | 0.00             |
| <b>2070</b>                   | <b>IN-SERV TRAIN-INSTR.</b>      | <b>38,500.00</b>    | <b>-3,145.00</b> | <b>35,355.00</b>    | <b>18,113.60</b>    | <b>9,057.73</b>   | <b>8,183.67</b>  |
| <b>20</b>                     | <b>Group Insurance</b>           | <b>1,308,292.00</b> | <b>1,346.01</b>  | <b>1,309,638.01</b> | <b>1,062,518.68</b> | <b>213,797.69</b> | <b>33,321.64</b> |
| <a href="#">A 2110.12</a>     | TEACHERS 1-6 SALARIES            | 879,100.00          | -599,624.24      | 279,475.76          | 188,142.54          | 86,928.96         | 4,404.26         |

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                       | Description                        | Budget       | Adjustments | Adj. Budget  | Expensed     | Encumbered | Available |
|-------------------------------|------------------------------------|--------------|-------------|--------------|--------------|------------|-----------|
| <a href="#">A 2110.120-1</a>  | TEACHERS 1-6 SALARIES-BAS          | 2,320,026.00 | 29,636.01   | 2,349,662.01 | 1,604,791.93 | 714,962.48 | 29,907.60 |
| <a href="#">A 2110.120-2</a>  | TEACHERS 1-6 SALARIES-RWC          | 2,771,555.00 | -7,368.00   | 2,764,187.00 | 1,940,769.38 | 823,607.87 | -190.25   |
| <a href="#">A 2110.120-3</a>  | TEACHERS 1-6 SALARIES-WLB          | 2,112,242.00 | -75,488.01  | 2,036,753.99 | 1,370,739.44 | 645,875.96 | 20,138.59 |
| <a href="#">A 2110.121</a>    | KINDERGARTEN TEACHERS SALARIES     | 159,737.00   | -126,725.73 | 33,011.27    | 0.00         | 0.00       | 33,011.27 |
| <a href="#">A 2110.121-1</a>  | KINDERGARTEN TEACHERS SALARIES-BAS | 188,532.00   | 0.00        | 188,532.00   | 125,278.88   | 62,987.12  | 266.00    |
| <a href="#">A 2110.121-2</a>  | KINDERGARTEN TEACHERS SALARIES-RWC | 204,384.00   | 2,241.00    | 206,625.00   | 147,695.74   | 58,929.26  | 0.00      |
| <a href="#">A 2110.121-3</a>  | KINDERGARTEN TEACHERS SALARIES-WLB | 155,788.00   | 3,307.00    | 159,095.00   | 105,867.44   | 53,227.56  | 0.00      |
| <a href="#">A 2110.123</a>    | AFTER SCHOOL PROGRAMS              | 0.00         | 10,757.00   | 10,757.00    | 8,605.60     | 2,151.40   | 0.00      |
| <a href="#">A 2110.123-1</a>  | AFTER SCHOOL PROGRAMS-BAS          | 6,650.00     | 2,318.50    | 8,968.50     | 6,112.48     | 1,528.02   | 1,328.00  |
| <a href="#">A 2110.123-2</a>  | AFTER SCHOOL PROGRAMS-RWC          | 6,700.00     | 1,995.57    | 8,695.57     | 11,533.83    | 445.48     | -3,283.74 |
| <a href="#">A 2110.123-3</a>  | AFTER SCHOOL PROGRAMS-WLB          | 6,650.00     | 2,631.50    | 9,281.50     | 7,482.53     | 1,699.11   | 99.86     |
| <a href="#">A 2110.124-1</a>  | SUPPORT SERVICES SALARIES-BAS      | 242,980.00   | 179,637.55  | 422,617.55   | 290,524.55   | 61,394.00  | 70,699.00 |
| <a href="#">A 2110.124-2</a>  | SUPPORT SERVICES SALARIES-RWC      | 284,586.00   | 87,517.00   | 372,103.00   | 247,610.42   | 124,492.58 | 0.00      |
| <a href="#">A 2110.124-3</a>  | SUPPORT SERVICES SALARIES-WLB      | 291,274.00   | 60,600.69   | 351,874.69   | 253,314.01   | 106,170.91 | -7,610.23 |
| <a href="#">A 2110.129-1</a>  | EXTRA DUTIES/SERVICES-BAS          | 15,000.00    | 0.00        | 15,000.00    | 14,710.45    | 0.00       | 289.55    |
| <a href="#">A 2110.129-2</a>  | EXTRA DUTIES/SERVICES-RWC          | 10,000.00    | 0.00        | 10,000.00    | 11,004.64    | 0.00       | -1,004.64 |
| <a href="#">A 2110.129-3</a>  | EXTRA DUTIES/SERVICES-WLB          | 25,000.00    | 0.00        | 25,000.00    | 11,658.92    | 0.00       | 13,341.08 |
| <a href="#">A 2110.140-1</a>  | SUB TEACHERS SALARIES-BAS          | 25,000.00    | 28,065.00   | 53,065.00    | 57,685.00    | 0.00       | -4,620.00 |
| <a href="#">A 2110.140-2</a>  | SUB TEACHERS SALARIES-RWC          | 25,000.00    | 11,005.00   | 36,005.00    | 37,880.00    | 0.00       | -1,875.00 |
| <a href="#">A 2110.140-3</a>  | SUB TEACHERS SALARIES-WLB          | 90,000.00    | -39,070.00  | 50,930.00    | 55,038.94    | 0.00       | -4,108.94 |
| <a href="#">A 2110.16</a>     | LCH/CRM/CPY AIDES                  | 0.00         | 0.00        | 0.00         | 0.00         | 0.00       | 0.00      |
| <a href="#">A 2110.160-1</a>  | LCH/CRM/CPY AIDES-BAS              | 182,324.00   | 0.00        | 182,324.00   | 126,219.52   | 0.00       | 56,104.48 |
| <a href="#">A 2110.160-2</a>  | LCH/CRM/CPY AIDES-RWC              | 127,324.00   | 0.00        | 127,324.00   | 131,226.91   | 0.00       | -3,902.91 |
| <a href="#">A 2110.160-3</a>  | LCH/CRM/CPY AIDES-WLB              | 152,417.00   | -20,000.00  | 132,417.00   | 112,706.83   | 0.00       | 19,710.17 |
| <a href="#">A 2110.239</a>    | INSTRU MUSIC                       | 5,000.00     | 0.00        | 5,000.00     | 2,848.00     | 1,768.41   | 383.59    |
| <a href="#">A 2110.400-71</a> | COPIER LEASES-BAS                  | 25,000.00    | 0.00        | 25,000.00    | 15,536.85    | 9,463.15   | 0.00      |
| <a href="#">A 2110.400-72</a> | COPIER LEASES-WLB                  | 38,000.00    | 0.00        | 38,000.00    | 14,979.81    | 8,986.69   | 14,033.50 |
| <a href="#">A 2110.400-73</a> | COPIER LEASES-RWC                  | 17,000.00    | 5,300.00    | 22,300.00    | 17,391.40    | 4,072.61   | 835.99    |
| <a href="#">A 2110.402-4</a>  | SOCIAL STUDIES                     | 2,900.00     | 0.00        | 2,900.00     | 0.00         | 0.00       | 2,900.00  |
| <a href="#">A 2110.402-71</a> | ART-BAS                            | 250.00       | 0.00        | 250.00       | 0.00         | 0.00       | 250.00    |
| <a href="#">A 2110.402-72</a> | ART-RWC                            | 250.00       | 0.00        | 250.00       | 0.00         | 0.00       | 250.00    |
| <a href="#">A 2110.402-73</a> | ART-WLB                            | 200.00       | 0.00        | 200.00       | 0.00         | 0.00       | 200.00    |

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                       | Description                | Budget    | Adjustments | Adj. Budget | Expensed  | Encumbered | Available |
|-------------------------------|----------------------------|-----------|-------------|-------------|-----------|------------|-----------|
| <a href="#">A 2110.402-81</a> | SCIENCE-BAS                | 175.00    | 0.00        | 175.00      | 0.00      | 0.00       | 175.00    |
| <a href="#">A 2110.402-82</a> | SCIENCE-RWC                | 150.00    | 0.00        | 150.00      | 0.00      | 0.00       | 150.00    |
| <a href="#">A 2110.402-83</a> | SCIENCE-WLB                | 175.00    | 0.00        | 175.00      | 0.00      | 0.00       | 175.00    |
| <a href="#">A 2110.402-91</a> | ESL-BAS                    | 50.00     | 0.00        | 50.00       | 0.00      | 0.00       | 50.00     |
| <a href="#">A 2110.402-92</a> | ESL-RWC                    | 50.00     | 0.00        | 50.00       | 0.00      | 0.00       | 50.00     |
| <a href="#">A 2110.402-93</a> | ESL-WLB                    | 50.00     | 0.00        | 50.00       | 0.00      | 0.00       | 50.00     |
| <a href="#">A 2110.403-51</a> | PHYSICAL ED-BAS            | 50.00     | 0.00        | 50.00       | 0.00      | 0.00       | 50.00     |
| <a href="#">A 2110.403-52</a> | PHYSICAL ED-RWC            | 50.00     | 0.00        | 50.00       | 0.00      | 0.00       | 50.00     |
| <a href="#">A 2110.403-53</a> | PHYSICAL ED-WLB            | 50.00     | 0.00        | 50.00       | 0.00      | 0.00       | 50.00     |
| <a href="#">A 2110.403-81</a> | VOCAL MUSIC-BAS            | 150.00    | -70.53      | 79.47       | 58.31     | 0.00       | 21.16     |
| <a href="#">A 2110.403-82</a> | VOCAL MUSIC-RWC            | 175.00    | -31.53      | 143.47      | 58.32     | 0.00       | 85.15     |
| <a href="#">A 2110.403-83</a> | VOCAL MUSIC-WLB            | 175.00    | -29.61      | 145.39      | 58.32     | 0.00       | 87.07     |
| <a href="#">A 2110.403-91</a> | INSTRU MUSIC-BAS           | 2,000.00  | 0.00        | 2,000.00    | 492.99    | 500.00     | 1,007.01  |
| <a href="#">A 2110.403-92</a> | INSTRU MUSIC-RWC           | 2,000.00  | 0.00        | 2,000.00    | 512.99    | 500.00     | 987.01    |
| <a href="#">A 2110.403-93</a> | INSTRU MUSIC-WLB           | 2,000.00  | 0.00        | 2,000.00    | 493.98    | 500.00     | 1,006.02  |
| <a href="#">A 2110.404-5</a>  | OUTDOOR EDUCATION          | 600.00    | 0.00        | 600.00      | 0.00      | 0.00       | 600.00    |
| <a href="#">A 2110.405-4</a>  | CHALLENGE                  | 850.00    | 0.00        | 850.00      | 525.00    | 0.00       | 325.00    |
| <a href="#">A 2110.406-41</a> | STAFF MILEAGE-BAS          | 500.00    | 0.00        | 500.00      | 50.63     | 99.37      | 350.00    |
| <a href="#">A 2110.406-42</a> | STAFF MILEAGE-RWC          | 500.00    | 0.00        | 500.00      | 52.89     | 247.11     | 200.00    |
| <a href="#">A 2110.406-43</a> | STAFF MILEAGE-WLB          | 500.00    | 0.00        | 500.00      | 15.08     | 334.92     | 150.00    |
| <a href="#">A 2110.450-1</a>  | BAS-GENERAL INSTR SUPPLIES | 10,000.00 | 0.00        | 10,000.00   | 9,264.62  | 735.34     | 0.04      |
| <a href="#">A 2110.450-2</a>  | WLB-GENERAL INSTR SUPPLIES | 10,000.00 | 0.00        | 10,000.00   | 7,108.22  | 544.79     | 2,346.99  |
| <a href="#">A 2110.450-3</a>  | RWC-GENERAL INSTR SUPPLIES | 16,000.00 | 3,547.45    | 19,547.45   | 16,414.35 | 0.00       | 3,133.10  |
| <a href="#">A 2110.450-4</a>  | MATH SUPPLIES              | 16,600.00 | -8,000.00   | 8,600.00    | 1,046.08  | 0.00       | 7,553.92  |
| <a href="#">A 2110.451-01</a> | BAS-KINDERGARTEN           | 2,000.00  | 0.00        | 2,000.00    | 1,967.78  | 32.22      | 0.00      |
| <a href="#">A 2110.451-02</a> | WLB-KINDERGARTEN           | 1,500.00  | 0.00        | 1,500.00    | 1,095.96  | 50.00      | 354.04    |
| <a href="#">A 2110.451-03</a> | RWC-KINDERGARTEN           | 2,500.00  | 0.00        | 2,500.00    | 2,016.29  | 0.00       | 483.71    |
| <a href="#">A 2110.452-41</a> | READING SUPPLIES-BAS       | 2,000.00  | 0.00        | 2,000.00    | 1,349.37  | 113.50     | 537.13    |
| <a href="#">A 2110.452-42</a> | READING SUPPLIES-WLB       | 2,000.00  | 0.00        | 2,000.00    | 1,975.86  | 0.00       | 24.14     |
| <a href="#">A 2110.452-43</a> | READING SUPPLIES-RWC       | 2,000.00  | 0.00        | 2,000.00    | 1,577.24  | 0.00       | 422.76    |
| <a href="#">A 2110.452-51</a> | EARLY INTERV SUPPLIES-BAS  | 1,000.00  | 0.00        | 1,000.00    | 0.00      | 0.00       | 1,000.00  |
| <a href="#">A 2110.452-52</a> | EARLY INTERV SUPPLIES-WLB  | 1,000.00  | 0.00        | 1,000.00    | 758.00    | 0.00       | 242.00    |
| <a href="#">A 2110.452-53</a> | EARLY INTERV SUPPLIES-RWC  | 1,000.00  | 0.00        | 1,000.00    | 947.39    | 0.00       | 52.61     |



# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                       | Description            | Budget    | Adjustments | Adj. Budget | Expensed  | Encumbered | Available |
|-------------------------------|------------------------|-----------|-------------|-------------|-----------|------------|-----------|
| <a href="#">A 2110.452-71</a> | HEALTH-BAS             | 700.00    | 0.00        | 700.00      | 0.00      | 0.00       | 700.00    |
| <a href="#">A 2110.452-72</a> | HEALTH-RWC             | 650.00    | 0.00        | 650.00      | 0.00      | 0.00       | 650.00    |
| <a href="#">A 2110.452-73</a> | HEALTH-WLB             | 650.00    | 0.00        | 650.00      | 0.00      | 0.00       | 650.00    |
| <a href="#">A 2110.452-81</a> | SCIENCE-BAS            | 1,200.00  | 0.00        | 1,200.00    | 549.17    | 0.00       | 650.83    |
| <a href="#">A 2110.452-82</a> | SCIENCE-RWC            | 1,200.00  | 0.00        | 1,200.00    | 969.06    | 0.00       | 230.94    |
| <a href="#">A 2110.452-83</a> | SCIENCE-WLB            | 1,200.00  | 0.00        | 1,200.00    | 880.03    | 0.00       | 319.97    |
| <a href="#">A 2110.452-91</a> | ESL-BAS                | 400.00    | 0.00        | 400.00      | 125.39    | 3.01       | 271.60    |
| <a href="#">A 2110.452-92</a> | ESL-RWC                | 300.00    | 0.00        | 300.00      | 246.36    | 0.00       | 53.64     |
| <a href="#">A 2110.452-93</a> | ESL-WLB                | 300.00    | 0.00        | 300.00      | 260.47    | 0.00       | 39.53     |
| <a href="#">A 2110.453-01</a> | BAS-ART                | 3,300.00  | 0.00        | 3,300.00    | 1,964.14  | 1,334.70   | 1.16      |
| <a href="#">A 2110.453-02</a> | WLB-ART                | 3,300.00  | 0.00        | 3,300.00    | 1,734.36  | 1,564.21   | 1.43      |
| <a href="#">A 2110.453-03</a> | RWC-ART                | 3,800.00  | 0.00        | 3,800.00    | 3,385.97  | 411.76     | 2.27      |
| <a href="#">A 2110.453-51</a> | BAS-PHYSICAL ED        | 1,300.00  | 0.00        | 1,300.00    | 1,035.16  | 0.00       | 264.84    |
| <a href="#">A 2110.453-52</a> | WLB-PHYSICAL ED        | 1,300.00  | 0.00        | 1,300.00    | 213.78    | 0.00       | 1,086.22  |
| <a href="#">A 2110.453-53</a> | RWC-PHYSICAL ED        | 1,600.00  | 0.00        | 1,600.00    | 1,095.30  | 0.00       | 504.70    |
| <a href="#">A 2110.453-81</a> | VOCAL MUSIC-BAS        | 790.00    | 121.38      | 911.38      | 911.38    | 0.00       | 0.00      |
| <a href="#">A 2110.453-82</a> | VOCAL MUSIC-RWC        | 930.00    | 82.38       | 1,012.38    | 1,012.38  | 0.00       | 0.00      |
| <a href="#">A 2110.453-83</a> | VOCAL MUSIC-WLB        | 780.00    | 80.46       | 860.46      | 860.46    | 0.00       | 0.00      |
| <a href="#">A 2110.453-91</a> | INSTRU MUSIC-BAS       | 2,000.00  | 0.00        | 2,000.00    | 1,651.36  | 295.00     | 53.64     |
| <a href="#">A 2110.453-92</a> | INSTRU MUSIC-RWC       | 2,000.00  | 0.00        | 2,000.00    | 1,561.89  | 396.82     | 41.29     |
| <a href="#">A 2110.453-93</a> | INSTRU MUSIC-WLB       | 2,000.00  | 0.00        | 2,000.00    | 1,636.69  | 362.86     | 0.45      |
| <a href="#">A 2110.455-01</a> | BAS-SUPPLEMENTAL       | 2,000.00  | 0.00        | 2,000.00    | 1,772.45  | 0.00       | 227.55    |
| <a href="#">A 2110.455-02</a> | WLB-SUPPLEMENTAL       | 3,000.00  | 0.00        | 3,000.00    | 1,193.76  | 0.00       | 1,806.24  |
| <a href="#">A 2110.455-03</a> | RWC-SUPPLEMENTAL       | 3,700.00  | -3,700.00   | 0.00        | 0.00      | 0.00       | 0.00      |
| <a href="#">A 2110.455-4</a>  | CHALLENGE              | 2,800.00  | 0.00        | 2,800.00    | 2,263.46  | 97.99      | 438.55    |
| <a href="#">A 2110.455-41</a> | BAS-CHALLENGE          | 1,255.00  | 0.00        | 1,255.00    | 1,004.00  | 0.00       | 251.00    |
| <a href="#">A 2110.455-42</a> | WLB-CHALLENGE          | 1,300.00  | 0.00        | 1,300.00    | 257.00    | 0.00       | 1,043.00  |
| <a href="#">A 2110.455-43</a> | RWC-CHALLENGE          | 1,495.00  | 0.00        | 1,495.00    | 794.11    | 0.00       | 700.89    |
| <a href="#">A 2110.456</a>    | District Workbooks     | 10,000.00 | 0.00        | 10,000.00   | 0.00      | 0.00       | 10,000.00 |
| <a href="#">A 2110.47</a>     | TUITION                | 25,000.00 | -25,000.00  | 0.00        | 0.00      | 0.00       | 0.00      |
| <a href="#">A 2110.473</a>    | CHARTER SCHOOL TUITION | 48,000.00 | 34,300.00   | 82,300.00   | 50,224.15 | 32,074.52  | 1.33      |
| <a href="#">A 2110.48</a>     | TEXTBOOKS              | 16,000.00 | 0.00        | 16,000.00   | 16,307.16 | 4,000.00   | -4,307.16 |
| <a href="#">A 2110.480-1</a>  | BAS TEXTBOOKS          | 8,500.00  | 0.00        | 8,500.00    | 6,891.66  | 400.00     | 1,208.34  |



# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                       | Description                       | Budget               | Adjustments        | Adj. Budget          | Expensed            | Encumbered          | Available         |
|-------------------------------|-----------------------------------|----------------------|--------------------|----------------------|---------------------|---------------------|-------------------|
| <a href="#">A 2110.480-2</a>  | WLB TEXTBOOKS                     | 8,800.00             | 0.00               | 8,800.00             | 8,396.46            | 400.00              | 3.54              |
| <a href="#">A 2110.480-3</a>  | RWC TEXTBOOKS                     | 11,000.00            | 0.00               | 11,000.00            | 10,270.09           | 400.00              | 329.91            |
| <a href="#">A 2110.482-41</a> | READING/SUPPORT TEXTBOOKS BAS     | 2,500.00             | 0.00               | 2,500.00             | 44.17               | 0.00                | 2,455.83          |
| <a href="#">A 2110.482-42</a> | READING/SUPPORT TEXTBOOKS WLB     | 2,500.00             | 0.00               | 2,500.00             | 2,434.65            | 0.00                | 65.35             |
| <a href="#">A 2110.482-43</a> | READING/SUPPORT TEXTBOOKS RWC     | 2,700.00             | 0.00               | 2,700.00             | 2,700.00            | 0.00                | 0.00              |
| <a href="#">A 2110.482-9</a>  | ESL TEXTBOOKS                     | 2,300.00             | 0.00               | 2,300.00             | 1,601.03            | 0.00                | 698.97            |
| <a href="#">A 2110.484</a>    | MATH TEXTBOOKS                    | 16,000.00            | 0.00               | 16,000.00            | 0.00                | 0.00                | 16,000.00         |
| <a href="#">A 2110.485</a>    | SCIENCE TEXTBOOKS                 | 8,200.00             | 0.00               | 8,200.00             | 0.00                | 0.00                | 8,200.00          |
| <a href="#">A 2110.492-9</a>  | ESL                               | 23,000.00            | 18,300.00          | 41,300.00            | 23,081.95           | 18,218.05           | 0.00              |
| <a href="#">A 2110.494-5</a>  | OUTDOOR EDUCATION                 | 33,000.00            | 0.00               | 33,000.00            | -9,800.00           | 33,000.00           | 9,800.00          |
| <a href="#">A 2110.495-5</a>  | BOCES-ARTS IN EDUC                | 25,000.00            | 0.00               | 25,000.00            | 16,381.13           | 8,618.87            | 0.00              |
| <b>2110</b>                   | <b>REGULAR SCHOOL</b>             | <b>10,736,469.00</b> | <b>-423,664.16</b> | <b>10,312,804.84</b> | <b>7,121,106.29</b> | <b>2,873,926.61</b> | <b>317,771.94</b> |
| <b>21</b>                     | <b>New York State Income Tax</b>  | <b>10,736,469.00</b> | <b>-423,664.16</b> | <b>10,312,804.84</b> | <b>7,121,106.29</b> | <b>2,873,926.61</b> | <b>317,771.94</b> |
| <a href="#">A 2250.15</a>     | RR/SPEECH/CID SALARIES            | 0.00                 | 0.00               | 0.00                 | 0.00                | 2,163.66            | -2,163.66         |
| <a href="#">A 2250.150-1</a>  | RR/SPEECH/CID SALARIES-BAS        | 231,111.00           | 40,223.63          | 271,334.63           | 174,820.36          | 80,765.34           | 15,748.93         |
| <a href="#">A 2250.150-2</a>  | RR/SPEECH/CID SALARIES-RWC        | 361,534.00           | 334,061.83         | 695,595.83           | 480,114.86          | 212,226.97          | 3,254.00          |
| <a href="#">A 2250.150-3</a>  | RR/SPEECH/CID SALARIES-WLB        | 502,488.00           | 80,216.91          | 582,704.91           | 387,849.84          | 194,855.07          | 0.00              |
| <a href="#">A 2250.151-1</a>  | INCLUSION TEACHERS SALARIES-BAS   | 664,758.00           | -180,355.60        | 484,402.40           | 325,757.21          | 167,660.44          | -9,015.25         |
| <a href="#">A 2250.151-2</a>  | INCLUSION TEACHERS SALARIES-RWC   | 808,558.00           | -549,082.28        | 259,475.72           | 161,779.66          | 77,784.34           | 19,911.72         |
| <a href="#">A 2250.152</a>    | SUMMER SPECIAL EDUCATION SALARIES | 2,500.00             | 0.00               | 2,500.00             | 0.00                | 0.00                | 2,500.00          |
| <a href="#">A 2250.16</a>     | CSE OFFICE SALARIES               | 130,237.00           | 5,107.00           | 135,344.00           | 111,272.08          | 14,980.92           | 9,091.00          |
| <a href="#">A 2250.160-3</a>  | CSE CLASSROOM AIDES-WLB           | 0.00                 | 0.00               | 0.00                 | 0.00                | 0.00                | 0.00              |
| <a href="#">A 2250.161</a>    | INCLUSION AIDES SALARIES          | 0.00                 | 62,284.72          | 62,284.72            | 51,202.75           | 11,081.97           | 0.00              |
| <a href="#">A 2250.161-1</a>  | INCLUSION AIDES SALARIES-BAS      | 19,287.00            | 26,455.23          | 45,742.23            | 33,743.92           | 7,820.04            | 4,178.27          |
| <a href="#">A 2250.161-2</a>  | INCLUSION AIDES SALARIES-RWC      | 60,037.00            | 85,280.63          | 145,317.63           | 109,334.51          | 35,335.97           | 647.15            |
| <a href="#">A 2250.161-3</a>  | INCLUSION AIDES SALARIES-WLB      | 76,214.00            | 100,914.93         | 177,128.93           | 131,559.74          | 45,235.34           | 333.85            |
| <a href="#">A 2250.2</a>      | SPECIAL ED EQUIP GENERAL          | 1,000.00             | 0.00               | 1,000.00             | 0.00                | 0.00                | 1,000.00          |
| <a href="#">A 2250.237</a>    | CID EQUIPMENT                     | 1,000.00             | 0.00               | 1,000.00             | 0.00                | 0.00                | 1,000.00          |
| <a href="#">A 2250.4</a>      | SPECIAL ED EXPENSES               | 335,000.00           | 35,294.26          | 370,294.26           | 201,695.65          | 145,804.08          | 22,794.53         |
| <a href="#">A 2250.400-1</a>  | Copy Machine Lease Service        | 6,000.00             | 0.00               | 6,000.00             | 0.00                | 0.00                | 6,000.00          |
| <a href="#">A 2250.403-97</a> | PETTY CASH                        | 100.00               | 0.00               | 100.00               | 0.00                | 100.00              | 0.00              |
| <a href="#">A 2250.45</a>     | SPECIAL ED SUPPLIES               | 5,000.00             | 2,107.60           | 7,107.60             | 6,949.30            | 72.87               | 85.43             |
| <a href="#">A 2250.451</a>    | OFFICE PAPER-CSE                  | 500.00               | 0.00               | 500.00               | 0.00                | 0.00                | 500.00            |

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                       | Description                |    | Budget              | Adjustments       | Adj. Budget         | Expensed            | Encumbered          | Available         |
|-------------------------------|----------------------------|----|---------------------|-------------------|---------------------|---------------------|---------------------|-------------------|
| <a href="#">A 2250.453-41</a> | SPEECH SUPPLIES-BAS        |    | 300.00              | 0.00              | 300.00              | 199.73              | 0.00                | 100.27            |
| <a href="#">A 2250.453-42</a> | SPEECH SUPPLIES-RWC        |    | 350.00              | 0.00              | 350.00              | 330.27              | 0.00                | 19.73             |
| <a href="#">A 2250.453-43</a> | SPEECH SUPPLIES-WLB        |    | 350.00              | 0.00              | 350.00              | 60.85               | 0.00                | 289.15            |
| <a href="#">A 2250.453-5</a>  | SPECIAL ED-SPEECH K        |    | 500.00              | 0.00              | 500.00              | 416.89              | 0.00                | 83.11             |
| <a href="#">A 2250.453-61</a> | RESOURCE ROOM-BAS          |    | 0.00                | 667.00            | 667.00              | 306.17              | 0.00                | 360.83            |
| <a href="#">A 2250.453-62</a> | RESOURCE ROOM-RWC          |    | 1,000.00            | -333.00           | 667.00              | 499.39              | 0.00                | 167.61            |
| <a href="#">A 2250.453-63</a> | RESOURCE ROOM-WLB          |    | 1,000.00            | -334.00           | 666.00              | 499.62              | 0.00                | 166.38            |
| <a href="#">A 2250.453-72</a> | CID SUPPLIES-RWC           |    | 660.00              | 0.00              | 660.00              | 614.00              | 0.00                | 46.00             |
| <a href="#">A 2250.453-73</a> | CID SUPPLIES-WLB           |    | 1,340.00            | 0.00              | 1,340.00            | 1,338.48            | 0.00                | 1.52              |
| <a href="#">A 2250.477</a>    | SPECIAL ED-TUITION         |    | 644,143.00          | 494,355.00        | 1,138,498.00        | 605,395.44          | 441,104.56          | 91,998.00         |
| <a href="#">A 2250.483-7</a>  | CID TEXTBOOKS              |    | 1,000.00            | 0.00              | 1,000.00            | 0.00                | 0.00                | 1,000.00          |
| <a href="#">A 2250.490</a>    | BOCES SERVICES             |    | 2,516,411.00        | -160,259.00       | 2,356,152.00        | 1,385,238.08        | 970,913.92          | 0.00              |
| <b>2250</b>                   | <b>HANDICAPPED PROGRAM</b> | *  | <b>6,372,378.00</b> | <b>376,604.86</b> | <b>6,748,982.86</b> | <b>4,170,978.80</b> | <b>2,407,905.49</b> | <b>170,098.57</b> |
| <b>22</b>                     | <b>Federal Income Tax</b>  | ** | <b>6,372,378.00</b> | <b>376,604.86</b> | <b>6,748,982.86</b> | <b>4,170,978.80</b> | <b>2,407,905.49</b> | <b>170,098.57</b> |
| <a href="#">A 2330.45</a>     | SUMMER SCHOOL SUPPLIES     |    | 1,000.00            | 0.00              | 1,000.00            | 0.00                | 175.00              | 825.00            |
| <a href="#">A 2330.49</a>     | BOCES SUMMER SCHOOL        |    | 75,000.00           | -75,000.00        | 0.00                | 0.00                | 0.00                | 0.00              |
| <b>2330</b>                   | <b>OTHER SPEC. SCHOOLS</b> | *  | <b>76,000.00</b>    | <b>-75,000.00</b> | <b>1,000.00</b>     | <b>0.00</b>         | <b>175.00</b>       | <b>825.00</b>     |
| <b>23</b>                     | <b>Income Executions</b>   | ** | <b>76,000.00</b>    | <b>-75,000.00</b> | <b>1,000.00</b>     | <b>0.00</b>         | <b>175.00</b>       | <b>825.00</b>     |
| <a href="#">A 2610.150-1</a>  | LIBRARY SALARIES-BAS       |    | 81,117.00           | 3,453.00          | 84,570.00           | 56,275.84           | 28,294.16           | 0.00              |
| <a href="#">A 2610.150-2</a>  | LIBRARY SALARIES-RWC       |    | 70,641.00           | 2,564.50          | 73,205.50           | 48,097.10           | 25,107.90           | 0.50              |
| <a href="#">A 2610.150-3</a>  | LIBRARY SALARIES-WLB       |    | 138,205.00          | -2,762.00         | 135,443.00          | 90,128.52           | 45,314.48           | 0.00              |
| <a href="#">A 2610.2</a>      | EQUIPMENT-LIBRARY          |    | 1,000.00            | 28,953.69         | 29,953.69           | 29,953.69           | 0.00                | 0.00              |
| <a href="#">A 2610.250-0</a>  | AUDIO VISUAL EQUIPMENT     |    | 1,000.00            | -1,000.00         | 0.00                | 0.00                | 0.00                | 0.00              |
| <a href="#">A 2610.405</a>    | AUDIO VISUAL EXPENSES      |    | 2,500.00            | -399.73           | 2,100.27            | 554.90              | 258.94              | 1,286.43          |
| <a href="#">A 2610.45</a>     | LIBRARY SUPPLIES           |    | 1,800.00            | 53,739.39         | 55,539.39           | 55,225.83           | 0.00                | 313.56            |
| <a href="#">A 2610.451</a>    | LIBRARY BOOKS-BAS          |    | 6,800.00            | 0.00              | 6,800.00            | 5,213.61            | 130.16              | 1,456.23          |
| <a href="#">A 2610.452</a>    | LIBRARY BOOKS-RWC          |    | 7,985.00            | 0.00              | 7,985.00            | 5,886.95            | 165.60              | 1,932.45          |
| <a href="#">A 2610.453</a>    | LIBRARY BOOKS-WLB          |    | 6,715.00            | -148.03           | 6,566.97            | 5,999.13            | 574.94              | -7.10             |
| <a href="#">A 2610.455</a>    | AUDIO VISUAL SUPPLIES      |    | 1,500.00            | 956.76            | 2,456.76            | 2,456.76            | 0.00                | 0.00              |
| <a href="#">A 2610.46</a>     | LIBRARY COMPUTER SOFTWARE  |    | 3,000.00            | -1,096.94         | 1,903.06            | 0.00                | 0.00                | 1,903.06          |
| <a href="#">A 2610.49</a>     | BOCES                      |    | 25,000.00           | 0.00              | 25,000.00           | 18,519.86           | 6,480.14            | 0.00              |
| <b>2610</b>                   | <b>LIBRARY</b>             | *  | <b>347,263.00</b>   | <b>84,260.64</b>  | <b>431,523.64</b>   | <b>318,312.19</b>   | <b>106,326.32</b>   | <b>6,885.13</b>   |
| <a href="#">A 2630.12</a>     | COMPUTER SALARY            |    | 103,995.00          | 38,572.20         | 142,567.20          | 97,905.92           | 44,945.28           | -284.00           |

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                       | Description                                 | Budget     | Adjustments       | Adj. Budget       | Expensed          | Encumbered        | Available         |                  |
|-------------------------------|---|------------|-------------------|-------------------|-------------------|-------------------|-------------------|------------------|
| <a href="#">A 2630.120-2</a>  | COMPUTER SALARY-RWC                         | 0.00       | 33,536.73         | 33,536.73         | 25,577.71         | 9,870.09          | -1,911.07         |                  |
| <a href="#">A 2630.2</a>      | COMPUTER EQUIPMENT                          | 45,000.00  | -32,500.00        | 12,500.00         | 3,358.38          | 0.00              | 9,141.62          |                  |
| <a href="#">A 2630.4</a>      | COMPUTER EXPENSES                           | 15,000.00  | -1,850.55         | 13,149.45         | 11,423.99         | 1,711.87          | 13.59             |                  |
| <a href="#">A 2630.45</a>     | COMPUTER SUPPLIES                           | 70,000.00  | -27,417.71        | 42,582.29         | 38,773.31         | 3,779.24          | 29.74             |                  |
| <a href="#">A 2630.46</a>     | COMPUTER SOFTWARE                           | 35,000.00  | -7,593.66         | 27,406.34         | 20,066.97         | 0.00              | 7,339.37          |                  |
| <a href="#">A 2630.49</a>     | BOCES E-RATE SERVICES                       | 205,000.00 | 91,244.82         | 296,244.82        | 234,591.04        | 66,653.78         | -5,000.00         |                  |
| <b>2630</b>                   | <b>COMPUTER ASSISTED INSTRUCT.</b>          | <b>*</b>   | <b>473,995.00</b> | <b>93,991.83</b>  | <b>567,986.83</b> | <b>431,697.32</b> | <b>126,960.26</b> | <b>9,329.25</b>  |
| <b>26</b>                     | <b>Social Security Tax</b>                  | <b>**</b>  | <b>821,258.00</b> | <b>178,252.47</b> | <b>999,510.47</b> | <b>750,009.51</b> | <b>233,286.58</b> | <b>16,214.38</b> |
| <a href="#">A 2805.4</a>      | ATTENDANCE EXPENSES                         | 18,000.00  | 0.00              | 18,000.00         | 0.00              | 18,000.00         | 0.00              |                  |
| <b>2805</b>                   | <b>ATTENDANCE</b>                           | <b>*</b>   | <b>18,000.00</b>  | <b>0.00</b>       | <b>18,000.00</b>  | <b>0.00</b>       | <b>18,000.00</b>  | <b>0.00</b>      |
| <a href="#">A 2815.16</a>     | SCHOOL NURSES SALARIES                      | 49,198.00  | 18,767.00         | 67,965.00         | 45,310.08         | 22,654.92         | 0.00              |                  |
| <a href="#">A 2815.160-1</a>  | SCHOOL NURSES SALARIES-BAS                  | 65,787.00  | -5,686.10         | 60,100.90         | 39,917.64         | 20,183.26         | 0.00              |                  |
| <a href="#">A 2815.160-2</a>  | SCHOOL NURSES SALARIES-RWC                  | 81,480.00  | -10,643.00        | 70,837.00         | 47,224.64         | 23,612.36         | 0.00              |                  |
| <a href="#">A 2815.160-3</a>  | SCHOOL NURSES SALARIES-WLB                  | 63,769.00  | -2,437.90         | 61,331.10         | 48,472.80         | 12,118.20         | 740.10            |                  |
| <a href="#">A 2815.4</a>      | HEALTH SERVICES EXPENSES                    | 50,000.00  | 30,910.00         | 80,910.00         | 65,500.68         | 16,461.53         | -1,052.21         |                  |
| <a href="#">A 2815.450-1</a>  | HEALTH SERVICE SUPPLIES-BAS                 | 2,900.00   | -510.00           | 2,390.00          | 2,152.69          | 166.42            | 70.89             |                  |
| <a href="#">A 2815.450-2</a>  | HEALTH SERVICE SUPPLIES-RWC                 | 2,900.00   | -1,000.00         | 1,900.00          | 1,787.99          | 83.49             | 28.52             |                  |
| <a href="#">A 2815.450-3</a>  | HEALTH SERVICE SUPPLIES-WLB                 | 2,900.00   | -1,400.00         | 1,500.00          | 1,487.32          | 0.00              | 12.68             |                  |
| <a href="#">A 2815.452-51</a> | DIAGNOSTIC SCREEN SUPPLIES-BAS              | 5,650.00   | 0.00              | 5,650.00          | 2,531.54          | 739.98            | 2,378.48          |                  |
| <a href="#">A 2815.452-52</a> | DIAGNOSTIC SCREEN SUPPLIES-RWC              | 5,700.00   | 0.00              | 5,700.00          | 3,563.19          | 748.34            | 1,388.47          |                  |
| <a href="#">A 2815.452-53</a> | DIAGNOSTIC SCREEN SUPPLIES-WLB              | 5,650.00   | 0.00              | 5,650.00          | 1,949.59          | 735.66            | 2,964.75          |                  |
| <a href="#">A 2815.473</a>    | SPEECH SERV-PAROC                           | 1,500.00   | 0.00              | 1,500.00          | 0.00              | 0.00              | 1,500.00          |                  |
| <a href="#">A 2815.49</a>     | BOCES-HEALTH SERV                           | 18,651.00  | 0.00              | 18,651.00         | 13,733.94         | 18,804.18         | -13,887.12        |                  |
| <b>2815</b>                   | <b>HEALTH SERVICES</b>                      | <b>*</b>   | <b>356,085.00</b> | <b>28,000.00</b>  | <b>384,085.00</b> | <b>273,632.10</b> | <b>116,308.34</b> | <b>-5,855.44</b> |
| <a href="#">A 2820.151-71</a> | INSTRUCTIONAL SALARIES-<br>PSYCHOLOGIST-BAS | 118,406.00 | 2,435.00          | 120,841.00        | 80,415.58         | 40,425.42         | 0.00              |                  |
| <a href="#">A 2820.151-72</a> | INSTRUCTIONAL SALARIES-<br>PSYCHOLOGIST-RWC | 117,402.00 | 2,439.00          | 119,841.00        | 79,746.48         | 40,094.52         | 0.00              |                  |
| <a href="#">A 2820.151-73</a> | INSTRUCTIONAL SALARIES-<br>PSYCHOLOGIST-WLB | 194,302.00 | 2,979.00          | 197,281.00        | 142,590.06        | 54,690.94         | 0.00              |                  |
| <a href="#">A 2820.155-0</a>  | EARLY ID TEACHERS SALARIES                  | 2,000.00   | 0.00              | 2,000.00          | 0.00              | 0.00              | 2,000.00          |                  |
| <a href="#">A 2820.400-1</a>  | PSYCH EXPENSES-BAS                          | 250.00     | 0.00              | 250.00            | 0.00              | 0.00              | 250.00            |                  |
| <a href="#">A 2820.400-2</a>  | PSYCH EXPENSES-RWC                          | 300.00     | 0.00              | 300.00            | 0.00              | 0.00              | 300.00            |                  |
| <a href="#">A 2820.400-3</a>  | PSYCH EXPENSES-WLB                          | 300.00     | 4,000.00          | 4,300.00          | 5,369.00          | 0.00              | -1,069.00         |                  |

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                       | Description                        |     | Budget               | Adjustments       | Adj. Budget          | Expensed             | Encumbered          | Available           |
|-------------------------------|------------------------------------|-----|----------------------|-------------------|----------------------|----------------------|---------------------|---------------------|
| <a href="#">A 2820.451-71</a> | PSYCH SUPPLIES-BAS                 |     | 300.00               | 0.00              | 300.00               | 195.31               | 0.00                | 104.69              |
| <a href="#">A 2820.451-72</a> | PSYCH SUPPLIES-RWC                 |     | 350.00               | 0.00              | 350.00               | 82.80                | 0.00                | 267.20              |
| <a href="#">A 2820.451-73</a> | PSYCH SUPPLIES-WLB                 |     | 350.00               | 0.00              | 350.00               | 287.47               | 0.00                | 62.53               |
| <a href="#">A 2820.455-0</a>  | EARLY ID-SUPPLIES                  |     | 1,000.00             | 0.00              | 1,000.00             | 0.00                 | 0.00                | 1,000.00            |
| <b>2820</b>                   | <b>PSYCHOLOGY SERVICES</b>         | *   | <b>434,960.00</b>    | <b>11,853.00</b>  | <b>446,813.00</b>    | <b>308,686.70</b>    | <b>135,210.88</b>   | <b>2,915.42</b>     |
| <a href="#">A 2825.150-1</a>  | SOCIAL WORKER SALARIES-BAS         |     | 71,046.00            | 64,397.00         | 135,443.00           | 90,128.52            | 45,314.48           | 0.00                |
| <a href="#">A 2825.150-2</a>  | SOCIAL WORKER SALARIES-RWC         |     | 135,663.00           | 0.00              | 135,663.00           | 89,375.64            | 44,972.26           | 1,315.10            |
| <a href="#">A 2825.150-3</a>  | SOCIAL WORKER SALARIES-WLB         |     | 73,900.00            | -72,397.00        | 1,503.00             | 0.00                 | 0.00                | 1,503.00            |
| <a href="#">A 2825.400-1</a>  | SOCIAL WORKER EXPENSES-BAS         |     | 200.00               | 0.00              | 200.00               | 197.54               | 0.00                | 2.46                |
| <a href="#">A 2825.45</a>     | SOCIAL WORKER SUPPLIES             |     | 300.00               | 0.00              | 300.00               | 0.00                 | 0.00                | 300.00              |
| <a href="#">A 2825.450-2</a>  | SOCIAL WORKER SUPPLIES-RWC         |     | 200.00               | 0.00              | 200.00               | 102.13               | 0.00                | 97.87               |
| <b>2825</b>                   | <b>SOCIAL WORK SRVC-REG SCHOOL</b> | *   | <b>281,309.00</b>    | <b>-8,000.00</b>  | <b>273,309.00</b>    | <b>179,803.83</b>    | <b>90,286.74</b>    | <b>3,218.43</b>     |
| <b>28</b>                     | <b>New York City Income Tax</b>    | **  | <b>1,090,354.00</b>  | <b>31,853.00</b>  | <b>1,122,207.00</b>  | <b>762,122.63</b>    | <b>359,805.96</b>   | <b>278.41</b>       |
| <b>2</b>                      |                                    | *** | <b>20,404,751.00</b> | <b>89,392.18</b>  | <b>20,494,143.18</b> | <b>13,866,735.91</b> | <b>6,088,897.33</b> | <b>538,509.94</b>   |
| <a href="#">A 5540.4</a>      | TRANSPORTATION EXPENSES            |     | 1,300,000.00         | 255,962.00        | 1,555,962.00         | 1,171,118.32         | 383,089.45          | 1,754.23            |
| <a href="#">A 5540.405</a>    | TRANSPORT/SCHOOL TRIP              |     | 12,000.00            | 0.00              | 12,000.00            | 2,354.30             | 21,800.70           | -12,155.00          |
| <b>5540</b>                   | <b>CONTRACTED TRANSPORTATION</b>   | *   | <b>1,312,000.00</b>  | <b>255,962.00</b> | <b>1,567,962.00</b>  | <b>1,173,472.62</b>  | <b>404,890.15</b>   | <b>-10,400.77</b>   |
| <a href="#">A 5581.49</a>     | BOCES/TRANSP. EXPENSE              |     | 260,000.00           | 0.00              | 260,000.00           | 164,164.90           | 95,835.10           | 0.00                |
| <a href="#">A 5581.491</a>    | SUMMER SPECIAL ED. TRANSPORTATION  |     | 12,000.00            | -12,000.00        | 0.00                 | 0.00                 | 0.00                | 0.00                |
| <b>5581</b>                   | <b>TRANS. BOCES</b>                | *   | <b>272,000.00</b>    | <b>-12,000.00</b> | <b>260,000.00</b>    | <b>164,164.90</b>    | <b>95,835.10</b>    | <b>0.00</b>         |
| <b>55</b>                     |                                    | **  | <b>1,584,000.00</b>  | <b>243,962.00</b> | <b>1,827,962.00</b>  | <b>1,337,637.52</b>  | <b>500,725.25</b>   | <b>-10,400.77</b>   |
| <b>5</b>                      |                                    | *** | <b>1,584,000.00</b>  | <b>243,962.00</b> | <b>1,827,962.00</b>  | <b>1,337,637.52</b>  | <b>500,725.25</b>   | <b>-10,400.77</b>   |
| <a href="#">A 8070.4</a>      | CENSUS EXPENSES                    |     | 1,000.00             | 0.00              | 1,000.00             | 0.00                 | 0.00                | 1,000.00            |
| <a href="#">A 8070.45</a>     | CENSUS SUPPLIES                    |     | 200.00               | 0.00              | 200.00               | 0.00                 | 0.00                | 200.00              |
| <b>8070</b>                   | <b>CENSUS</b>                      | *   | <b>1,200.00</b>      | <b>0.00</b>       | <b>1,200.00</b>      | <b>0.00</b>          | <b>0.00</b>         | <b>1,200.00</b>     |
| <b>80</b>                     |                                    | **  | <b>1,200.00</b>      | <b>0.00</b>       | <b>1,200.00</b>      | <b>0.00</b>          | <b>0.00</b>         | <b>1,200.00</b>     |
| <b>8</b>                      |                                    | *** | <b>1,200.00</b>      | <b>0.00</b>       | <b>1,200.00</b>      | <b>0.00</b>          | <b>0.00</b>         | <b>1,200.00</b>     |
| <a href="#">A 9010.8</a>      | EMPLOYEE RETIREMENT                |     | 435,882.00           | -17,696.00        | 418,186.00           | 175,578.00           | 0.00                | 242,608.00          |
| <b>9010</b>                   | <b>EMP. RETIREMENT SYSTEM</b>      | *   | <b>435,882.00</b>    | <b>-17,696.00</b> | <b>418,186.00</b>    | <b>175,578.00</b>    | <b>0.00</b>         | <b>242,608.00</b>   |
| <a href="#">A 9020.8</a>      | TEACHERS RETIREMENT                |     | 1,580,139.00         | -24,000.00        | 1,556,139.00         | 0.00                 | 0.00                | 1,556,139.00        |
| <b>9020</b>                   | <b>TEACHERS RETIRE. SYSTEM</b>     | *   | <b>1,580,139.00</b>  | <b>-24,000.00</b> | <b>1,556,139.00</b>  | <b>0.00</b>          | <b>0.00</b>         | <b>1,556,139.00</b> |
| <a href="#">A 9030.8</a>      | SOCIAL SECURITY                    |     | 1,329,102.00         | -40,000.00        | 1,289,102.00         | 922,681.92           | 363,183.98          | 3,236.10            |
| <b>9030</b>                   | <b>FICA</b>                        | *   | <b>1,329,102.00</b>  | <b>-40,000.00</b> | <b>1,289,102.00</b>  | <b>922,681.92</b>    | <b>363,183.98</b>   | <b>3,236.10</b>     |

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 4/30/2023



| Account                   | Description                                 |     | Budget               | Adjustments        | Adj. Budget          | Expensed             | Encumbered          | Available           |
|---------------------------|---|-----|----------------------|--------------------|----------------------|----------------------|---------------------|---------------------|
| <a href="#">A 9040.8</a>  | WORKERS COMP                                |     | 104,439.00           | 0.00               | 104,439.00           | 104,439.00           | 0.00                | 0.00                |
| <b>9040</b>               | <b>WORKMEN'S COMPENSATION</b>               | *   | <b>104,439.00</b>    | <b>0.00</b>        | <b>104,439.00</b>    | <b>104,439.00</b>    | <b>0.00</b>         | <b>0.00</b>         |
| <a href="#">A 9050.8</a>  | UNEMPLOYMENT INSURANCE                      |     | 30,000.00            | -10,000.00         | 20,000.00            | 1,220.40             | 3,779.60            | 15,000.00           |
| <b>9050</b>               | <b>UNEMPLOYMENT</b>                         | *   | <b>30,000.00</b>     | <b>-10,000.00</b>  | <b>20,000.00</b>     | <b>1,220.40</b>      | <b>3,779.60</b>     | <b>15,000.00</b>    |
| <a href="#">A 9060.8</a>  | HOSP & MED INSUR                            |     | 4,056,700.00         | -425,839.44        | 3,630,860.56         | 2,714,646.89         | 914,153.72          | 2,059.95            |
| <a href="#">A 9060.85</a> | DENTAL INSURANCE                            |     | 197,200.00           | -67,500.00         | 129,700.00           | 107,880.44           | 21,819.56           | 0.00                |
| <b>9060</b>               | <b>HEALTH INSURANCE</b>                     | *   | <b>4,253,900.00</b>  | <b>-493,339.44</b> | <b>3,760,560.56</b>  | <b>2,822,527.33</b>  | <b>935,973.28</b>   | <b>2,059.95</b>     |
| <a href="#">A 9089.15</a> | ACCUM LEAVE                                 |     | 0.00                 | 28,632.36          | 28,632.36            | 28,632.36            | 0.00                | 0.00                |
| <b>9089</b>               | <b>OTHER</b>                                | *   | <b>0.00</b>          | <b>28,632.36</b>   | <b>28,632.36</b>     | <b>28,632.36</b>     | <b>0.00</b>         | <b>0.00</b>         |
| <b>90</b>                 |   | **  | <b>7,733,462.00</b>  | <b>-556,403.08</b> | <b>7,177,058.92</b>  | <b>4,055,079.01</b>  | <b>1,302,936.86</b> | <b>1,819,043.05</b> |
| <a href="#">A 9710.6</a>  | PRINCIPAL ON INDEBTED                       |     | 310,641.00           | 0.00               | 310,641.00           | 310,640.43           | 0.00                | 0.57                |
| <a href="#">A 9710.7</a>  | INTEREST ON INDEBTEDN                       |     | 84,836.00            | 0.00               | 84,836.00            | 84,835.85            | 0.00                | 0.15                |
| <b>9710</b>               | <b>DEBT SERVICE-SERIAL BONDS</b>            | *   | <b>395,477.00</b>    | <b>0.00</b>        | <b>395,477.00</b>    | <b>395,476.28</b>    | <b>0.00</b>         | <b>0.72</b>         |
| <b>97</b>                 | <b>Endowment, Scholarship and Gift Fund</b> | **  | <b>395,477.00</b>    | <b>0.00</b>        | <b>395,477.00</b>    | <b>395,476.28</b>    | <b>0.00</b>         | <b>0.72</b>         |
| <a href="#">A 9901.93</a> | TRANSFER TO SCHOOL FOOD                     |     | 10,000.00            | -10,000.00         | 0.00                 | 0.00                 | 0.00                | 0.00                |
| <a href="#">A 9901.95</a> | TRANSFER TO SPECIAL AID                     |     | 40,000.00            | -22,000.00         | 18,000.00            | 0.00                 | 0.00                | 18,000.00           |
| <b>9901</b>               | <b>TRANSFER TO SPECIAL AID</b>              | *   | <b>50,000.00</b>     | <b>-32,000.00</b>  | <b>18,000.00</b>     | <b>0.00</b>          | <b>0.00</b>         | <b>18,000.00</b>    |
| <a href="#">A 9950.9</a>  | INTERFUND TRANSFER                          |     | 400,000.00           | 0.00               | 400,000.00           | 400,000.00           | 0.00                | 0.00                |
| <b>9950</b>               | <b>TRANSFER TO CAPITAL</b>                  | *   | <b>400,000.00</b>    | <b>0.00</b>        | <b>400,000.00</b>    | <b>400,000.00</b>    | <b>0.00</b>         | <b>0.00</b>         |
| <b>99</b>                 |   | **  | <b>450,000.00</b>    | <b>-32,000.00</b>  | <b>418,000.00</b>    | <b>400,000.00</b>    | <b>0.00</b>         | <b>18,000.00</b>    |
| <b>9</b>                  |   | *** | <b>8,578,939.00</b>  | <b>-588,403.08</b> | <b>7,990,535.92</b>  | <b>4,850,555.29</b>  | <b>1,302,936.86</b> | <b>1,837,043.77</b> |
| <b>Fund ATotals:</b>      |   |     | <b>33,977,966.00</b> | <b>93,193.16</b>   | <b>34,071,159.16</b> | <b>22,864,256.63</b> | <b>8,627,600.31</b> | <b>2,579,302.22</b> |
| <b>Grand Totals:</b>      |   |     | <b>33,977,966.00</b> | <b>93,193.16</b>   | <b>34,071,159.16</b> | <b>22,864,256.63</b> | <b>8,627,600.31</b> | <b>2,579,302.22</b> |

# VALLEY STREAM UFSD # 24

## Revenue Status Report By Function From 7/1/2022 To 4/30/2023



| Account                  | Description  | Budget               | Adjustments | Revised Budget       | Revenue Earned       | Unearned Revenue    |
|--------------------------|--|----------------------|-------------|----------------------|----------------------|---------------------|
| <a href="#">A 1001</a>   | REAL PROPERTY TAXES                                  | 22,325,782.00        | 0.00        | 22,325,782.00        | 22,339,947.61        | -14,165.61          |
| <a href="#">A 1052</a>   | IDA OVERPYMT REAL ESTATE TAXES                       | 0.00                 | 0.00        | 0.00                 | 449,797.99           | -449,797.99         |
| <a href="#">A 1090</a>   | INTEREST ON REAL ESTATE TAXES                        | 0.00                 | 0.00        | 0.00                 | 5,340.77             | -5,340.77           |
| <a href="#">A 2401</a>   | INTEREST AND EARNINGS                                | 15,000.00            | 0.00        | 15,000.00            | 186,689.69           | -171,689.69         |
| <a href="#">A 2412</a>   | RENTAL FRM MUNICIPALITIES                            | 0.00                 | 0.00        | 0.00                 | 1,960.00             | -1,960.00           |
| <a href="#">A 2670</a>   | SALE OF PROPERTY                                     | 0.00                 | 0.00        | 0.00                 | 4,660.00             | -4,660.00           |
| <a href="#">A 2680</a>   | INSURANCE RECOVERIES                                 | 0.00                 | 0.00        | 0.00                 | 28,329.21            | -28,329.21          |
| <a href="#">A 2701</a>   | REFUNDS OF PRIOR YR EXP- BOCES ONLY                  | 0.00                 | 0.00        | 0.00                 | 198,486.72           | -198,486.72         |
| <a href="#">A 2705</a>   | GIFTS AND DONATIONS                                  | 0.00                 | 0.00        | 0.00                 | 1,000.00             | -1,000.00           |
| <a href="#">A 2770</a>   | OTHER UNCLASSIFIED REV                               | 900,373.00           | 0.00        | 900,373.00           | -564.52              | 900,937.52          |
| <a href="#">A 3089</a>   | STATE AID OTHER                                      | 0.00                 | 0.00        | 0.00                 | 57,507.00            | -57,507.00          |
| <a href="#">A 3101</a>   | STATE AID-BASIC FORMULA                              | 10,536,811.00        | 0.00        | 10,536,811.00        | 4,555,034.91         | 5,981,776.09        |
| <a href="#">A 3101.E</a> | EXCESS COST AID                                      | 0.00                 | 0.00        | 0.00                 | 1,143,496.00         | -1,143,496.00       |
| <a href="#">A 3102</a>   | STATE AID-LOTTERY                                    | 0.00                 | 0.00        | 0.00                 | 1,736,584.57         | -1,736,584.57       |
| <a href="#">A 3103</a>   | STATE AID-BOCES                                      | 0.00                 | 0.00        | 0.00                 | 131,975.50           | -131,975.50         |
| <a href="#">A 3260</a>   | STATE AID-TEXTBOOKS                                  | 0.00                 | 0.00        | 0.00                 | 65,939.00            | -65,939.00          |
| <a href="#">A 3262</a>   | STATE AID-COMPUTER SOFTWARE                          | 0.00                 | 0.00        | 0.00                 | 18,351.00            | -18,351.00          |
| <a href="#">A 3263</a>   | LIBRARY AV LOAN PROGRAM                              | 0.00                 | 0.00        | 0.00                 | 17,999.00            | -17,999.00          |
| <a href="#">A 3289</a>   | OTHER STATE AID                                      | 0.00                 | 0.00        | 0.00                 | 4,000.00             | -4,000.00           |
| <a href="#">A 4286</a>   | CARES ACT EDUCATION STABILIZATION FUND - FEDERAL AID | 0.00                 | 0.00        | 0.00                 | 42,234.00            | -42,234.00          |
| <a href="#">A 4601</a>   | MEDICAID REIMBURSEMENT                               | 0.00                 | 0.00        | 0.00                 | 43,604.23            | -43,604.23          |
| <b>A Totals:</b>         |  | <b>33,777,966.00</b> | <b>0.00</b> | <b>33,777,966.00</b> | <b>31,032,372.68</b> | <b>2,745,593.32</b> |
| <a href="#">C 1440</a>   | SALE OF LUNCHES                                      | 0.00                 | 0.00        | 0.00                 | 49,075.80            | -49,075.80          |
| <a href="#">C 2401</a>   | INTEREST & EARNINGS                                  | 0.00                 | 0.00        | 0.00                 | 701.06               | -701.06             |
| <a href="#">C 2770</a>   | MISCELLANEOUS REVENUES                               | 0.00                 | 0.00        | 0.00                 | 2,643.00             | -2,643.00           |
| <a href="#">C 3190</a>   | STATE AID REIMBURSEMENT LUNCH                        | 0.00                 | 0.00        | 0.00                 | 1,837.00             | -1,837.00           |
| <a href="#">C 3191</a>   | STATE AID REIMB. BREAKFAST                           | 0.00                 | 0.00        | 0.00                 | 359.00               | -359.00             |
| <a href="#">C 4190</a>   | FEDERAL AID - LUNCH                                  | 0.00                 | 0.00        | 0.00                 | 132,042.00           | -132,042.00         |
| <a href="#">C 4191</a>   | FEDERAL AID - BREAKFAST                              | 0.00                 | 0.00        | 0.00                 | 16,491.00            | -16,491.00          |
| <b>C Totals:</b>         |  | <b>0.00</b>          | <b>0.00</b> | <b>0.00</b>          | <b>203,148.86</b>    | <b>-203,148.86</b>  |
| <a href="#">CM 2401</a>  | SCHOLARSHIP FUND - INT & EARNINGS                    | 0.00                 | 0.00        | 0.00                 | 5.71                 | -5.71               |

# VALLEY STREAM UFSD # 24

## Revenue Status Report By Function From 7/1/2022 To 4/30/2023



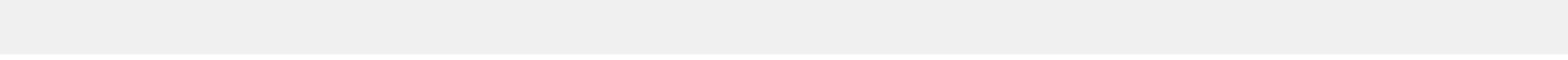
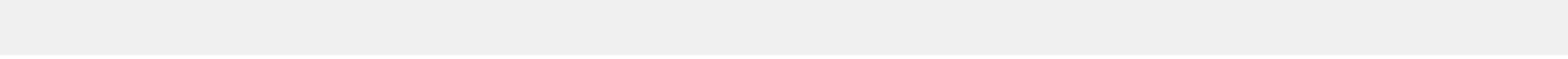
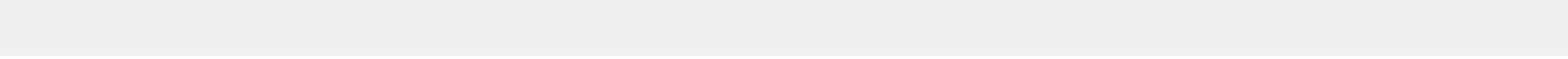
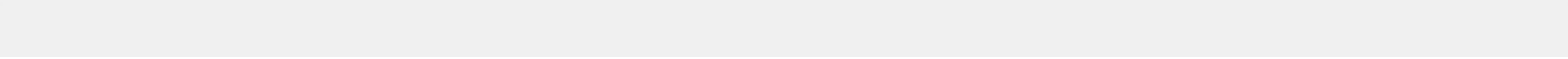
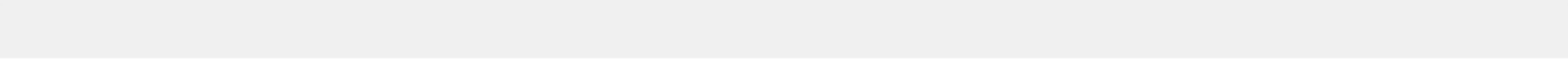
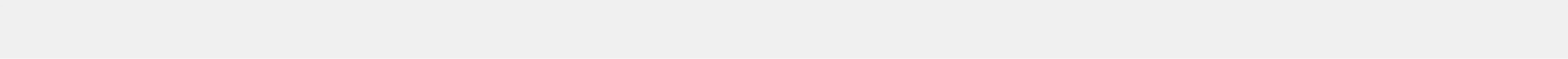
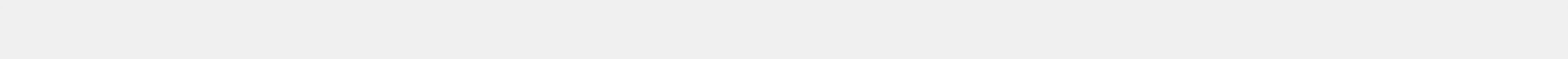
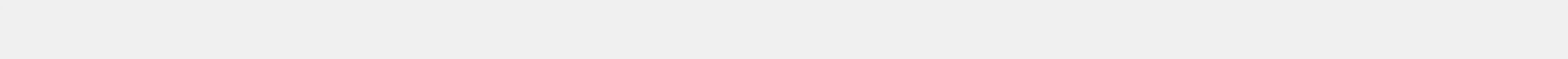
| Account                           | Description   | Budget              | Adjustments       | Revised Budget      | Revenue Earned      | Unearned Revenue   |
|-----------------------------------|---|---------------------|-------------------|---------------------|---------------------|--------------------|
| <b>CM Totals:</b>                 |   | <b>0.00</b>         | <b>0.00</b>       | <b>0.00</b>         | <b>5.71</b>         | <b>-5.71</b>       |
| <a href="#">F 2401</a>            | INTEREST & EARNINGS   | 0.00                | 0.00              | 0.00                | 671.11              | -671.11            |
| <a href="#">F 3289</a>            | OTHER STATE AID   | 0.00                | 35,524.50         | 35,524.50           | 163,734.52          | -128,210.02        |
| <a href="#">F 3289.01.22.5870</a> | UPK GRANT - 2021-22 - 5870-22-9294  | 0.00                | 0.00              | 0.00                | 69,256.00           | -69,256.00         |
| <a href="#">F 3289.01.23.5870</a> | UPK GRANT - 2022-23 - 5870-23-9294  | 300,720.00          | 0.00              | 300,720.00          | 207,360.00          | 93,360.00          |
| <a href="#">F 4289.00.21.5896</a> | CRRSA-GEER 2 - 03/13/20-09/30/23 - 5896-21-1565                                 | 0.00                | 0.00              | 0.00                | 25,891.00           | -25,891.00         |
| <a href="#">F 4289.02.23.0032</a> | SEC 611 - 0032-23-0433 - 2022-2023  | 332,562.00          | 0.00              | 332,562.00          | 254,348.00          | 78,214.00          |
| <a href="#">F 4289.03.23.0033</a> | SEC 619 - 0033-23-0433 - 2022-2023  | 15,913.00           | 0.00              | 15,913.00           | 7,201.00            | 8,712.00           |
| <a href="#">F 4289.07.23.0021</a> | TITLE IA - 2022-23 - 0021-23-1565   | 139,647.00          | 0.00              | 139,647.00          | 27,929.00           | 111,718.00         |
| <a href="#">F 4289.08.23.0147</a> | TITLE IIA - 2022-23 - 0147-23-1565  | 23,287.00           | 0.00              | 23,287.00           | 9,984.00            | 13,303.00          |
| <a href="#">F 4289.09.22.0293</a> | TITLE IIIA ELL - 2021-22 - 0293-22-1565   | 0.00                | 0.00              | 0.00                | 5,520.00            | -5,520.00          |
| <a href="#">F 4289.09.23.0293</a> | TITLE IIIA ELL - 2022-23 - 0293-23-1565   | 13,015.00           | 0.00              | 13,015.00           | 2,603.00            | 10,412.00          |
| <a href="#">F 4289.10.22.0149</a> | TITLE III-IMM 0149-22-1565 2021-2022 - EXCESS                                   | 0.00                | 0.00              | 0.00                | 31,498.00           | -31,498.00         |
| <a href="#">F 4289.13.22.0204</a> | TITLE IV A - 2021-22 - 0204-22-1565   | 0.00                | 0.00              | 0.00                | 3,513.00            | -3,513.00          |
| <a href="#">F 4289.13.23.0204</a> | TITLE IV A - 2022-23 - 0204-23-1565   | 12,136.00           | 0.00              | 12,136.00           | 2,427.00            | 9,709.00           |
| <a href="#">F 4289.14.22.0011</a> | TITLE I - 2021-22 - 0011-22-3144  | 0.00                | 0.00              | 0.00                | 31,873.00           | -31,873.00         |
| <a href="#">F 4289.14.23.0011</a> | TITLE I SCHOOL IMPROVEMENT (TSI) - 2022-23 - 0011-23-3144                       | 0.00                | 0.00              | 0.00                | 80,900.00           | -80,900.00         |
| <a href="#">F 4289.32.22.5532</a> | ARP SEC 611 - 5532-22-0433 - 2021-2023  | 77,912.00           | 0.00              | 77,912.00           | 15,582.00           | 62,330.00          |
| <a href="#">F 4289.33.22.5533</a> | ARP SEC 619 - 5533-22-0433 - 2021-2023  | 8,675.00            | 0.00              | 8,675.00            | 1,735.00            | 6,940.00           |
| <a href="#">F 4289.80.21.5880</a> | ARP-ESSER - 2020-24 - 5880-21-1565  | 0.00                | 0.00              | 0.00                | 320,203.01          | -320,203.01        |
| <a href="#">F 4289.82.21.5882</a> | ARP-ESSER STATE RESERVES- SUMMER LEARNING & ENRICHMENT - 2020-24 - 5882-21-1565 | 100,002.00          | 0.00              | 100,002.00          | 0.00                | 100,002.00         |
| <b>F Totals:</b>                  |   | <b>1,023,869.00</b> | <b>35,524.50</b>  | <b>1,059,393.50</b> | <b>1,262,228.64</b> | <b>-202,835.14</b> |
| <a href="#">H 2401</a>            | INTEREST & EARNINGS   | 0.00                | 0.00              | 0.00                | 193.40              | -193.40            |
| <a href="#">H 3297</a>            | STATE SOURCES OTHER-SSBA  | 57,513.76           | 0.00              | 57,513.76           | 0.00                | 57,513.76          |
| <a href="#">H 3297.DAS.NY</a>     | STATE AIDE OTHER: DASNY GRANTS  | 0.00                | 125,000.00        | 125,000.00          | 0.00                | 125,000.00         |
| <a href="#">H 5031</a>            | INTERFUND TRANSFER  | 400,000.00          | 0.00              | 400,000.00          | 400,000.00          | 0.00               |
| <b>H Totals:</b>                  |   | <b>457,513.76</b>   | <b>125,000.00</b> | <b>582,513.76</b>   | <b>400,193.40</b>   | <b>182,320.36</b>  |

**VALLEY STREAM UFSD # 24**



**Revenue Status Report By Function From 7/1/2022 To 4/30/2023**

| Account       | Description | Budget        | Adjustments | Revised Budget | Revenue Earned | Unearned Revenue |
|---------------|-------------|---------------|-------------|----------------|----------------|------------------|
| Grand Totals: |             | 35,259,348.76 | 160,524.50  | 35,419,873.26  | 32,897,949.29  | 2,521,923.97     |





# VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2022 - 4/30/2023



| Account               | Description  | Debits               | Credits              |
|-----------------------|--|----------------------|----------------------|
| A 200G                | NY CLASS   | 105,457.65           | 0.00                 |
| A 200H                | METROPOLITAN COMMERCIAL BANK                                 | 4,151,386.97         | 0.00                 |
| A 203                 | CASH CHECKING-CHASE  | 4,887,604.75         | 0.00                 |
| A 204                 | CASH CHECKING-CHASE - TA                                     | 56,640.00            | 0.00                 |
| A 204A                | CASH STUDENT DEPOSIT   | 3,595.59             | 0.00                 |
| A 204B                | CASH - NET PAYROLL   | 2,187.29             | 0.00                 |
| A 250                 | TAXES RECEIVABLE   | 18,896,804.00        | 0.00                 |
| A 380                 | ACCOUNTS RECEIVABLE  | 10,769.30            | 0.00                 |
| A 391C                | DUE FROM CAFETERIA FUND                                      | 70,000.00            | 0.00                 |
| A 391F                | DUE FROM FEDERAL FUND  | 543,674.50           | 0.00                 |
| A 391H                | DUE FROM CAPITAL FUND  | 320,000.00           | 0.00                 |
| A 440                 | DUE FROM OTHER GOVTS   | 2,738.89             | 0.00                 |
| A 510                 | ESTIMATED REVENUES   | 33,777,966.00        | 0.00                 |
| A 521                 | ENCUMBRANCES   | 8,627,600.31         | 0.00                 |
| A 522                 | APPROPRIATION EXPENSES                                       | 22,864,256.63        | 0.00                 |
| A 599                 | APPROPRIATED FUND BAL  | 293,193.16           | 0.00                 |
| A 600                 | ACCOUNTS PAYABLE   | 0.00                 | 5,660.00             |
| A 630                 | DUE TO OTHER FUNDS   | 0.00                 | 642.93               |
| A 630C                | DUE TO CAFETERIA FUND  | 0.00                 | 146,206.06           |
| A 630F                | DUE TO FEDERAL FUND  | 0.00                 | 35,524.50            |
| A 630H                | DUE TO CAPITAL FUND  | 0.00                 | 178,341.31           |
| A 631                 | DUE TO HIGH SCHOOL DIST                                      | 0.00                 | 10,951,232.24        |
| A 632                 | DUE TO TEACHERS RETIREMT                                     | 0.00                 | 108,811.00           |
| A 691                 | DEFERRED REVENUE   | 0.00                 | 14,175.36            |
| A 718                 | STATE RETIREMENT   | 0.00                 | 5,122.02             |
| A 718.1               | STATE RETIREMENT - ERS LOAN                                  | 0.00                 | 2,194.00             |
| A 718.3               | STATE RETIREMENT - ERS ARREARS                               | 0.00                 | 100.71               |
| A 720.1               | GROUP INSURANCE - HOSPITALIZATION                            | 0.00                 | 3,405.70             |
| A 726                 | SOCIAL SECURITY TAXES  | 543.14               | 0.00                 |
| A 738                 | STUDENT DEPOSITS   | 0.00                 | 3,562.82             |
| A 815                 | RESERVE FOR UNEMPLOYMENT                                     | 0.00                 | 23,307.13            |
| A 821                 | RESERVE FOR ENCUMBRANCES                                     | 0.00                 | 8,627,600.31         |
| A 827                 | RESERVE FOR STATE AND LOCAL RETIREMENT SYSTEM CONTRIBUTIONS. | 0.00                 | 3,718,647.54         |
| A 828                 | RESERVE FOR TEACHERS' RETIREMENT SYSTEM CONTRIBUTIONS.       | 0.00                 | 813,968.68           |
| A 867                 | RES FOR ACCR LIAB & EMP BENE                                 | 0.00                 | 1,218,820.94         |
| A 878                 | CAPITAL RESERVE  | 0.00                 | 2,029,883.32         |
| A 909                 | FUND BALANCE   | 0.00                 | 1,423,679.77         |
| A 910                 | APPROPRIATED FUND BALANCE                                    | 0.00                 | 200,000.00           |
| A 960                 | APPROPRIATIONS   | 0.00                 | 34,071,159.16        |
| A 980                 | REVENUES   | 0.00                 | 31,032,372.68        |
| <b>A Fund Totals:</b> |  | <b>94,614,418.18</b> | <b>94,614,418.18</b> |
| C 203                 | CASH CHECKING-CHASE  | 9,735.45             | 0.00                 |
| C 391                 | DUE FROM GENERAL FUND  | 146,206.06           | 0.00                 |
| C 521                 | ENCUMBRANCES   | 117,767.20           | 0.00                 |

**VALLEY STREAM UFSD # 24**

**Trial Balance Report From 7/1/2022 - 4/30/2023**



| Account                | Description                    | Debits                | Credits               |
|------------------------|--------------------------------|-----------------------|-----------------------|
| C 522                  | EXPENDITURES                   | 263,379.88            | 0.00                  |
| C 599                  | APPROPRIATED FUND BALANCE      | 395,145.00            | 0.00                  |
| C 630                  | DUE TO OTHER FUNDS             | 0.00                  | 70,000.00             |
| C 691                  | DEFERRED REVENUE               | 0.00                  | 12,256.81             |
| C 821                  | RESERVE FOR ENCUMBRANCES       | 0.00                  | 117,767.20            |
| C 909                  | FUND BALANCE, UNRESERVED       | 0.00                  | 133,915.72            |
| C 960                  | APPROPRIATIONS                 | 0.00                  | 395,145.00            |
| C 980                  | REVENUES                       | 0.00                  | 203,148.86            |
| <b>C Fund Totals:</b>  |                                | <b>932,233.59</b>     | <b>932,233.59</b>     |
| CM 200.1               | CASH - SCHOLARSHIP CHECKING    | 521.82                | 0.00                  |
| CM 391                 | Due From Other Funds           | 642.93                | 0.00                  |
| CM 899                 | OTHER RESTRICTED FUND BALANCE  | 0.00                  | 1,158.78              |
| CM 909                 | Fund Balance, Unreserved       | 0.00                  | 0.26                  |
| CM 980                 | Revenues                       | 0.00                  | 5.71                  |
| <b>CM Fund Totals:</b> |                                | <b>1,164.75</b>       | <b>1,164.75</b>       |
| F 203                  | CASH CHECKING-CHASE            | 2,963.64              | 0.00                  |
| F 391                  | DUE FROM GENERAL FUND          | 35,524.50             | 0.00                  |
| F 410                  | STATE & FEDERAL AID RECEIVABLE | 227,697.87            | 0.00                  |
| F 510                  | ESTIMATED REVENUE              | 1,059,393.50          | 0.00                  |
| F 521                  | ENCUMBRANCES                   | 464,955.46            | 0.00                  |
| F 522                  | EXPENDITURES                   | 1,600,736.63          | 0.00                  |
| F 599                  | APPROPRIATED FUND BALANCE      | 2,369,339.94          | 0.00                  |
| F 630                  | DUE TO GENERAL FUND            | 0.00                  | 543,675.50            |
| F 691                  | COLLECTIONS IN ADVANCE         | 0.00                  | 61,018.50             |
| F 821                  | RESERVE FOR ENCUMBRANCES       | 0.00                  | 464,955.46            |
| F 960                  | APPROPRIATIONS                 | 0.00                  | 3,428,733.44          |
| F 980                  | REVENUES                       | 0.00                  | 1,262,228.64          |
| <b>F Fund Totals:</b>  |                                | <b>5,760,611.54</b>   | <b>5,760,611.54</b>   |
| H 203                  | CASH CHECKING-CHASE            | 3,925.85              | 0.00                  |
| H 391                  | DUE FROM GENERAL FUND          | 178,341.31            | 0.00                  |
| H 410                  | STATE & FEDERAL AID RECEIVABLE | 62,412.18             | 0.00                  |
| H 510                  | ESTIMATED REVENUE              | 582,513.76            | 0.00                  |
| H 521                  | ENCUMBRANCES                   | 160,681.07            | 0.00                  |
| H 522                  | EXPENDITURES                   | 996,872.83            | 0.00                  |
| H 599                  | APPROPRIATED FUND BALANCE      | 1,071,947.31          | 0.00                  |
| H 630                  | DUE TO GENERAL FUND            | 0.00                  | 320,000.00            |
| H 691                  | BOND PREMIUM                   | 0.00                  | 62,412.18             |
| H 821                  | RESERVE FOR ENCUMBRANCES       | 0.00                  | 160,681.07            |
| H 909                  | FUND BALANCE, UNRESERVED       | 0.00                  | 458,946.59            |
| H 960                  | APPROPRIATIONS                 | 0.00                  | 1,654,461.07          |
| H 980                  | REVENUES                       | 0.00                  | 400,193.40            |
| <b>H Fund Totals:</b>  |                                | <b>3,056,694.31</b>   | <b>3,056,694.31</b>   |
| <b>Grand Totals:</b>   |                                | <b>104,365,122.37</b> | <b>104,365,122.37</b> |

**SERVICE AGREEMENT**

**THIS AGREEMENT** made this 2<sup>nd</sup> day of June, 2023 by and between **VALLEY STREAM UNION FREE SCHOOL DISTRICT 24** (“SCHOOL DISTRICT”), at 75 Horton Ave, Valley Stream, NY 11581, and Michele Tritschler, M.S., CCC-SLP (“SERVICE PROVIDER”), at 67 Avondale Street, Valley Stream, NY 11581.

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

**WHEREAS**, SERVICE PROVIDER is in the business of providing services of licensed and qualified speech-language therapists, and other duly licensed and/or certified professionals qualified to deliver special education services, including speech therapy; and

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

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2023 to June 30, 2024, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide the following services as requested by the SCHOOL DISTRICT:
  - a. Services as set forth in Exhibit A, attached hereto and made part hereof. In the event that any of the terms of Exhibit A conflict with the terms of this Agreement, the terms of this Agreement shall govern, supersede and take precedence over any such conflicting term(s).
  - b. SERVICE PROVIDER shall provide the services above during the school year for those children covered by the terms of this Agreement. The services provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the children, and in accordance with the Commissioner’s Regulations, currently approved methods and practices of the profession. In addition, SERVICE PROVIDER shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:
    - i. The completion of progress reports regarding student achievement of objectives as per report card schedules;

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

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

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.
7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.
8. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**
  - a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
  - b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.
9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services performed pursuant to this Agreement.
10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals.

SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

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



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

14. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's educational progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the SCHOOL DISTRICT. At a minimum, all reports shall be furnished in accordance with the student's IEP. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be required by SCHOOL DISTRICT.
15. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.
16. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.
17. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.
18. **CHANGE IN ROSTER OF STUDENTS:** SCHOOL DISTRICT shall have the right to add or remove a child from the program/services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.
19. **TERMINATION:**
  - a. This Agreement may be terminated by the SCHOOL DISTRICT upon seven (7) days' written notice to the SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
  - b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.

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

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



21. **CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:**

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

data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").

- d. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law Section 2-d and its implementing regulations, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:
  - i. the exclusive purposes for which the student data will be used;
  - ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;
  - iii. that student data will be returned or destroyed upon expiration of the Agreement;
  - iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
  - v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- e. Upon termination of this Agreement, SERVICE PROVIDER shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

22. **HIPAA and FERPA ACKNOWLEDGMENT:** Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and information protected by the Family Educational Rights and Privacy Act

("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

23. **DEFENSE, INDEMNIFICATION and HOLD HARMLESS PROVISION:** To the fullest extent permitted by law, the SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, the Board of Education, their officers, directors, agents and employees from and against all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement (collectively, "Damages") in connection with any action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement, except to the extent such Damages arise out of the gross negligence, misconduct or breach of this Agreement by SCHOOL DISTRICT.

24. **INSURANCE REQUIREMENTS:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as a certificate holder on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- b. The policy naming SCHOOL DISTRICT as a certificate holder shall:
  - i. Be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
- c. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.
- d. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.
- e. The SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.
- f. Required Insurance:
  - i. **Commercial General Liability Insurance:**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate.

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

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

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

iii. **Professional Errors and Omissions Insurance:**

\$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

iv. **Excess Insurance**

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

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

h. SCHOOL DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). SERVICE PROVIDER further acknowledges that the procurement of such insurance as required herein is intended to benefit not only SCHOOL DISTRICT but also NYSIR, as SCHOOL DISTRICT's insurer.

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

that they have full legal authority to enter this Agreement and bind the respective parties thereto.

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

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

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24:

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_, 2023

Michele Tritschler, M.S., CCC-SLP:

By: Michele Tritschler, M.S., CCC-SLP Date: June 2, 2023  
Name: Michele Tritschler, M.S., CCC-SLP  
Title: Owner

26. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
27. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court located in the Eastern District of New York, and agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
28. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
29. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
30. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
31. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.
32. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
33. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representatives of the SERVICE PROVIDER and the SCHOOL DISTRICT hereby represent and warrant

EXHIBIT A

**Rate Sheet**

July 1, 2023 - June 30, 2024

Michele Tritschler, M.S., CCC-SLP  
Speech Language Pathologist  
67 Avondale Street  
Valley Stream, NY 11581  
(516) 641-1487

NPI #1144475815  
NYS Teaching Certificate: #114502263  
NYS License #011670-01

**Speech-Language Services Fee Schedule:**

Speech Session Fee: \$47.50 for 15 minutes  
\$95.00 for 30 minutes  
\$142.50 for 45 minutes  
\$190.00 for 60 minutes

Speech Evaluation: \$360.00

CSE Meetings: \$100.00 per meeting

**Brookville Center for Children's Services**  
**CONTRACT FOR RECEIPT OF**  
**FEDERAL PART B FLOW-THROUGH ALLOCATIONS**

This Agreement is entered into this **8<sup>th</sup> day of February 2023** by and between the Board of Education of the Valley Stream Union Free School District Twenty-Four (hereinafter Local Educational Agency (LEA)), and Brookville Center for Children's Services (hereinafter Approved Special Education Program (ASEP)).

W I T N E S S E T H:

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Sections 611 and 619, and American Rescue Plan ("ARP") IDEA Supplemental Grants, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds; and

WHEREAS, the ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, the LEA has authorized the placement of students in the ASEP; and

WHEREAS, the ASEP provided special education services and/or related services to students of the LEA as of October 7, 2020; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The ASEP certifies that it has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020. The SEDCAR-1 Form is attached hereto as Exhibit "A" and incorporated by reference herein.
2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of October 7, 2020.



3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
4. The ASEP certifies that it has provided, and will continue to provide, a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.
5. Sub-Allocation Amounts:
  - a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
  - b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$224.00.
    - The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$75.00. (*1/3 of the calculated per-student vendor funding amount*)
    - The total sub-allocation amount of American Rescue Plan ("ARP") IDEA Section 619 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$448.00** (program) and **\$0.00** (related services).
  - c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$542.00.

- The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$181.00. (*1/3 of the calculated per-student vendor funding amount*)
  - The total sub-allocation amount of American Rescue Plan (“ARP”) IDEA Section 611 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$1,084.00** (program) and **\$0.00** (related services).
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP’s SEDCAR-1 Form, subject to the verification of such number by the LEA.
6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA’s submission of its FS-10-F form.
  7. The ASEP agrees to provide the LEA with end-of-year reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA’s obligations under this Agreement.
  8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) calendar days from the last date authorized for the disbursement of funds; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA.
  9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-through funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP’s sole expense, to audit the ASEP’s program to determine compliance with IDEA and the ASEP’s obligations under this Agreement.
  10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities or ceases to expend funds for IDEA allowable activities.
  11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
  12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.

13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

**Valley Stream Union Free School  
District Twenty-Four (LEA)**

**Brookville Center for Children's Services  
(ASEP)**

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Title:

**Hebrew Academy for Special Children (HASC)**  
**CONTRACT FOR RECEIPT OF**  
**FEDERAL PART B FLOW-THROUGH ALLOCATIONS**

This Agreement is entered into this **8<sup>th</sup> day of February 2023** by and between the Board of Education of the Valley Stream Union Free School District Twenty-Four (hereinafter Local Educational Agency (LEA)), and Hebrew Academy for Special Children (HASC) (hereinafter Approved Special Education Program (ASEP)).

W I T N E S S E T H:

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Sections 611 and 619, and American Rescue Plan (“ARP”) IDEA Supplemental Grants, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds; and

WHEREAS, the ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, the LEA has authorized the placement of students in the ASEP; and

WHEREAS, the ASEP provided special education services and/or related services to students of the LEA as of October 7, 2020; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The ASEP certifies that it has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020. The SEDCAR-1 Form is attached hereto as Exhibit “A” and incorporated by reference herein.
2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA’s Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of October 7, 2020.

3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
4. The ASEP certifies that it has provided, and will continue to provide, a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.
5. Sub-Allocation Amounts:
  - a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
  - b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$224.00.
    - The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$75.00. (*1/3 of the calculated per-student vendor funding amount*)
    - The total sub-allocation amount of American Rescue Plan ("ARP") IDEA Section 619 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$896.00** (program) and **\$0.00** (related services).
  - c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$542.00.

- The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$181.00. (*1/3 of the calculated per-student vendor funding amount*)
  - The total sub-allocation amount of American Rescue Plan (“ARP”) IDEA Section 611 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$2,168.00** (program) and **\$0.00** (related services).
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP’s SEDCAR-1 Form, subject to the verification of such number by the LEA.
6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA’s submission of its FS-10-F form.
  7. The ASEP agrees to provide the LEA with end-of-year reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA’s obligations under this Agreement.
  8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) calendar days from the last date authorized for the disbursement of funds; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA.
  9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-through funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP’s sole expense, to audit the ASEP’s program to determine compliance with IDEA and the ASEP’s obligations under this Agreement.
  10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities or ceases to expend funds for IDEA allowable activities.
  11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
  12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.

13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

**Valley Stream Union Free School  
District Twenty-Four (LEA)**

**Hebrew Academy for Special Children (HASC)  
(ASEP)**

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Title:

**Henry Viscardi School**  
**CONTRACT FOR RECEIPT OF**  
**FEDERAL PART B FLOW-THROUGH ALLOCATIONS**

This Agreement is entered into this **8<sup>th</sup> day of February 2023** by and between the Board of Education of the Valley Stream Union Free School District Twenty-Four (hereinafter Local Educational Agency (LEA)), and Henry Viscardi School (hereinafter Approved Special Education Program (ASEP)).

W I T N E S S E T H:

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Sections 611 and 619, and American Rescue Plan (“ARP”) IDEA Supplemental Grants, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds; and

WHEREAS, the ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, the LEA has authorized the placement of students in the ASEP; and

WHEREAS, the ASEP provided special education services and/or related services to students of the LEA as of October 7, 2020; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The ASEP certifies that it has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020. The SEDCAR-1 Form is attached hereto as Exhibit “A” and incorporated by reference herein.
2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA’s Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of October 7, 2020.



3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
4. The ASEP certifies that it has provided, and will continue to provide, a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.
5. Sub-Allocation Amounts:
  - a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
  - b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$224.00.
    - The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$75.00. (*1/3 of the calculated per-student vendor funding amount*)
    - The total sub-allocation amount of American Rescue Plan ("ARP") IDEA Section 619 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$0.00** (program) and **\$0.00** (related services).
  - c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$542.00.

- The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$181.00. (*1/3 of the calculated per-student vendor funding amount*)
  - The total sub-allocation amount of American Rescue Plan (“ARP”) IDEA Section 611 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$542.00** (program) and **\$0.00** (related services).
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP’s SEDCAR-1 Form, subject to the verification of such number by the LEA.
6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA’s submission of its FS-10-F form.
  7. The ASEP agrees to provide the LEA with end-of-year reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA’s obligations under this Agreement.
  8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) calendar days from the last date authorized for the disbursement of funds; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA.
  9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-through funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP’s sole expense, to audit the ASEP’s program to determine compliance with IDEA and the ASEP’s obligations under this Agreement.
  10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities or ceases to expend funds for IDEA allowable activities.
  11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
  12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.

13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

**Valley Stream Union Free School  
District Twenty-Four (LEA)**

**Henry Viscardi School (ASEP)**

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Title:

**Kidz Therapy Services, PLLC**  
**CONTRACT FOR RECEIPT OF**  
**FEDERAL PART B FLOW-THROUGH ALLOCATIONS**

This Agreement is entered into this **8<sup>th</sup> day of February 2023** by and between the Board of Education of the Valley Stream Union Free School District Twenty-Four (hereinafter Local Educational Agency (LEA)), and Kidz Therapy Services, PLLC (hereinafter Approved Special Education Program (ASEP)).

W I T N E S S E T H:

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Sections 611 and 619, and American Rescue Plan (“ARP”) IDEA Supplemental Grants, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds; and

WHEREAS, the ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, the LEA has authorized the placement of students in the ASEP; and

WHEREAS, the ASEP provided special education services and/or related services to students of the LEA as of October 7, 2020; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The ASEP certifies that it has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020. The SEDCAR-1 Form is attached hereto as Exhibit “A” and incorporated by reference herein.
2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA’s Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of October 7, 2020.

3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
4. The ASEP certifies that it has provided, and will continue to provide, a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.
5. Sub-Allocation Amounts:
  - a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
  - b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$224.00.
    - The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$75.00. (*1/3 of the calculated per-student vendor funding amount*)
    - The total sub-allocation amount of American Rescue Plan ("ARP") IDEA Section 619 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$448.00** (program) and **\$150.00** (related services).
  - c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$542.00.

- The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$181.00. (*1/3 of the calculated per-student vendor funding amount*)
  - The total sub-allocation amount of American Rescue Plan (“ARP”) IDEA Section 611 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$1,084.00** (program) and **\$362.00** (related services).
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP’s SEDCAR-1 Form, subject to the verification of such number by the LEA.
6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA’s submission of its FS-10-F form.
  7. The ASEP agrees to provide the LEA with end-of-year reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA’s obligations under this Agreement.
  8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) calendar days from the last date authorized for the disbursement of funds; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA.
  9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-through funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP’s sole expense, to audit the ASEP’s program to determine compliance with IDEA and the ASEP’s obligations under this Agreement.
  10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities or ceases to expend funds for IDEA allowable activities.
  11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
  12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.

13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

**Valley Stream Union Free School  
District Twenty-Four (LEA)**

**Kidz Therapy Services, PLLC (ASEP)**

By: \_\_\_\_\_

President, Board of Education

By: \_\_\_\_\_

Title:

**Martin De Porress School for Exceptional Children, Inc.**  
**CONTRACT FOR RECEIPT OF**  
**FEDERAL PART B FLOW-THROUGH ALLOCATIONS**

This Agreement is entered into this **8<sup>th</sup> day of February 2023** by and between the Board of Education of the Valley Stream Union Free School District Twenty-Four (hereinafter Local Educational Agency (LEA)), and Martin De Porress School for Exceptional Children, Inc. (hereinafter Approved Special Education Program (ASEP)).

W I T N E S S E T H:

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Sections 611 and 619, and American Rescue Plan (“ARP”) IDEA Supplemental Grants, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds; and

WHEREAS, the ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, the LEA has authorized the placement of students in the ASEP; and

WHEREAS, the ASEP provided special education services and/or related services to students of the LEA as of October 7, 2020; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The ASEP certifies that it has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020. The SEDCAR-1 Form is attached hereto as Exhibit “A” and incorporated by reference herein.
2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA’s Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of October 7, 2020.



3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
4. The ASEP certifies that it has provided, and will continue to provide, a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.
5. Sub-Allocation Amounts:
  - a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
  - b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$224.00.
    - The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$75.00. (*1/3 of the calculated per-student vendor funding amount*)
    - The total sub-allocation amount of American Rescue Plan ("ARP") IDEA Section 619 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$0.00** (program) and **\$0.00** (related services).
  - c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$542.00.

- The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$181.00. (*1/3 of the calculated per-student vendor funding amount*)
  - The total sub-allocation amount of American Rescue Plan (“ARP”) IDEA Section 611 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$542.00** (program) and **\$0.00** (related services).
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP’s SEDCAR-1 Form, subject to the verification of such number by the LEA.
6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA’s submission of its FS-10-F form.
  7. The ASEP agrees to provide the LEA with end-of-year reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA’s obligations under this Agreement.
  8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) calendar days from the last date authorized for the disbursement of funds; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA.
  9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-through funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP’s sole expense, to audit the ASEP’s program to determine compliance with IDEA and the ASEP’s obligations under this Agreement.
  10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities or ceases to expend funds for IDEA allowable activities.
  11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
  12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.

13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

**Valley Stream Union Free School  
District Twenty-Four (LEA)**

**Martin De Porress School for Exceptional  
Children, Inc. (ASEP)**

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Title:

**Nassau BOCES**  
**CONTRACT FOR RECEIPT OF**  
**FEDERAL PART B FLOW-THROUGH ALLOCATIONS**

This Agreement is entered into this **8<sup>th</sup> day of February 2023** by and between the Board of Education of the Valley Stream Union Free School District Twenty-Four (hereinafter Local Educational Agency (LEA)), and Nassau BOCES (hereinafter Approved Special Education Program (ASEP)).

W I T N E S S E T H:

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Sections 611 and 619, and American Rescue Plan (“ARP”) IDEA Supplemental Grants, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds; and

WHEREAS, the ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, the LEA has authorized the placement of students in the ASEP; and

WHEREAS, the ASEP provided special education services and/or related services to students of the LEA as of October 7, 2020; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The ASEP certifies that it has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020. The SEDCAR-1 Form is attached hereto as Exhibit “A” and incorporated by reference herein.
2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA’s Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of October 7, 2020.

3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
4. The ASEP certifies that it has provided, and will continue to provide, a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.
5. Sub-Allocation Amounts:
  - a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
  - b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$224.00.
    - The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$75.00. (*1/3 of the calculated per-student vendor funding amount*)
    - The total sub-allocation amount of American Rescue Plan ("ARP") IDEA Section 619 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$672.00** (program) and **\$0.00** (related services).
  - c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$542.00.

- The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$181.00. (*1/3 of the calculated per-student vendor funding amount*)
  - The total sub-allocation amount of American Rescue Plan (“ARP”) IDEA Section 611 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$1,626.00** (program) and **\$0.00** (related services).
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP’s SEDCAR-1 Form, subject to the verification of such number by the LEA.
6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA’s submission of its FS-10-F form.
  7. The ASEP agrees to provide the LEA with end-of-year reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA’s obligations under this Agreement.
  8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) calendar days from the last date authorized for the disbursement of funds; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA.
  9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-through funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP’s sole expense, to audit the ASEP’s program to determine compliance with IDEA and the ASEP’s obligations under this Agreement.
  10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities or ceases to expend funds for IDEA allowable activities.
  11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
  12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.

13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

**Valley Stream Union Free School  
District Twenty-Four (LEA)**

**Nassau BOCES (ASEP)**

By: \_\_\_\_\_

President, Board of Education

By: \_\_\_\_\_

Title:

**QSAC, Inc.**  
**CONTRACT FOR RECEIPT OF**  
**FEDERAL PART B FLOW-THROUGH ALLOCATIONS**

This Agreement is entered into this **8<sup>th</sup> day of February 2023** by and between the Board of Education of the Valley Stream Union Free School District Twenty-Four (hereinafter Local Educational Agency (LEA)), and QSAC, Inc. (hereinafter Approved Special Education Program (ASEP)).

W I T N E S S E T H:

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Sections 611 and 619, and American Rescue Plan (“ARP”) IDEA Supplemental Grants, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds; and

WHEREAS, the ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, the LEA has authorized the placement of students in the ASEP; and

WHEREAS, the ASEP provided special education services and/or related services to students of the LEA as of October 7, 2020; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The ASEP certifies that it has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020. The SEDCAR-1 Form is attached hereto as Exhibit “A” and incorporated by reference herein.
2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA’s Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of October 7, 2020.



3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
4. The ASEP certifies that it has provided, and will continue to provide, a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.
5. Sub-Allocation Amounts:
  - a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
  - b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$224.00.
    - The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$75.00. (*1/3 of the calculated per-student vendor funding amount*)
    - The total sub-allocation amount of American Rescue Plan ("ARP") IDEA Section 619 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$224.00** (program) and **\$0.00** (related services).
  - c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$542.00.

- The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$181.00. (*1/3 of the calculated per-student vendor funding amount*)
  - The total sub-allocation amount of American Rescue Plan (“ARP”) IDEA Section 611 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$542.00** (program) and **\$0.00** (related services).
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP’s SEDCAR-1 Form, subject to the verification of such number by the LEA.
6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA’s submission of its FS-10-F form.
  7. The ASEP agrees to provide the LEA with end-of-year reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA’s obligations under this Agreement.
  8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) calendar days from the last date authorized for the disbursement of funds; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA.
  9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-through funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP’s sole expense, to audit the ASEP’s program to determine compliance with IDEA and the ASEP’s obligations under this Agreement.
  10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities or ceases to expend funds for IDEA allowable activities.
  11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
  12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.

13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

**Valley Stream Union Free School  
District Twenty-Four (LEA)**

**QSAC, Inc. (ASEP)**

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Title:

**The Hagedorn Little Village School**  
**CONTRACT FOR RECEIPT OF**  
**FEDERAL PART B FLOW-THROUGH ALLOCATIONS**

This Agreement is entered into this **8<sup>th</sup> day of February 2023** by and between the Board of Education of the Valley Stream Union Free School District Twenty-Four (hereinafter Local Educational Agency (LEA)), and The Hagedorn Little Village School (hereinafter Approved Special Education Program (ASEP)).

W I T N E S S E T H:

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Sections 611 and 619, and American Rescue Plan (“ARP”) IDEA Supplemental Grants, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds; and

WHEREAS, the ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, the LEA has authorized the placement of students in the ASEP; and

WHEREAS, the ASEP provided special education services and/or related services to students of the LEA as of October 7, 2020; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The ASEP certifies that it has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020. The SEDCAR-1 Form is attached hereto as Exhibit “A” and incorporated by reference herein.
2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA’s Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of October 7, 2020.

3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
4. The ASEP certifies that it has provided, and will continue to provide, a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.
5. Sub-Allocation Amounts:
  - a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
  - b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$224.00.
    - The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$75.00. (*1/3 of the calculated per-student vendor funding amount*)
    - The total sub-allocation amount of American Rescue Plan ("ARP") IDEA Section 619 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$448.00** (program) and **\$0.00** (related services).
  - c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$542.00.

- The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$181.00. (*1/3 of the calculated per-student vendor funding amount*)
  - The total sub-allocation amount of American Rescue Plan (“ARP”) IDEA Section 611 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$2,168.00** (program) and **\$0.00** (related services).
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP’s SEDCAR-1 Form, subject to the verification of such number by the LEA.
6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA’s submission of its FS-10-F form.
  7. The ASEP agrees to provide the LEA with end-of-year reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA’s obligations under this Agreement.
  8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) calendar days from the last date authorized for the disbursement of funds; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA.
  9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-through funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP’s sole expense, to audit the ASEP’s program to determine compliance with IDEA and the ASEP’s obligations under this Agreement.
  10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities or ceases to expend funds for IDEA allowable activities.
  11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
  12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.

13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

**Valley Stream Union Free School  
District Twenty-Four (LEA)**

**The Hagedorn Little Village School (ASEP)**

By: \_\_\_\_\_

President, Board of Education

By: \_\_\_\_\_

Title:

**Tiegerman School**  
**CONTRACT FOR RECEIPT OF**  
**FEDERAL PART B FLOW-THROUGH ALLOCATIONS**

This Agreement is entered into this 8<sup>th</sup> day of February 2023 by and between the Board of Education of the Valley Stream Union Free School District Twenty-Four (hereinafter Local Educational Agency (LEA)), and Tiegerman School (hereinafter Approved Special Education Program (ASEP)).

W I T N E S S E T H:

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Sections 611 and 619, and American Rescue Plan (“ARP”) IDEA Supplemental Grants, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds; and

WHEREAS, the ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, the LEA has authorized the placement of students in the ASEP; and

WHEREAS, the ASEP provided special education services and/or related services to students of the LEA as of October 7, 2020; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The ASEP certifies that it has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020. The SEDCAR-1 Form is attached hereto as Exhibit “A” and incorporated by reference herein.
2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA’s Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of October 7, 2020.



3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
4. The ASEP certifies that it has provided, and will continue to provide, a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.
5. Sub-Allocation Amounts:
  - a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
  - b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$224.00.
    - The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$75.00. (*1/3 of the calculated per-student vendor funding amount*)
    - The total sub-allocation amount of American Rescue Plan ("ARP") IDEA Section 619 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$672.00** (program) and **\$0.00** (related services).
  - c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$542.00.

- The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$181.00. (*1/3 of the calculated per-student vendor funding amount*)
  - The total sub-allocation amount of American Rescue Plan (“ARP”) IDEA Section 611 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$1,626.00** (program) and **\$0.00** (related services).
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP’s SEDCAR-1 Form, subject to the verification of such number by the LEA.
6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA’s submission of its FS-10-F form.
  7. The ASEP agrees to provide the LEA with end-of-year reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA’s obligations under this Agreement.
  8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) calendar days from the last date authorized for the disbursement of funds; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA.
  9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-through funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP’s sole expense, to audit the ASEP’s program to determine compliance with IDEA and the ASEP’s obligations under this Agreement.
  10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities or ceases to expend funds for IDEA allowable activities.
  11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
  12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.

13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

**Valley Stream Union Free School  
District Twenty-Four (LEA)**

**Tiegerman School (ASEP)**

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Title:

**United Cerebral Palsy of Nassau County Inc., The Children's Learning Center**  
**CONTRACT FOR RECEIPT OF**  
**FEDERAL PART B FLOW-THROUGH ALLOCATIONS**

This Agreement is entered into this **8<sup>th</sup> day of February 2023** by and between the Board of Education of the Valley Stream Union Free School District Twenty-Four (hereinafter Local Educational Agency (LEA)), and United Cerebral Palsy of Nassau County Inc., The Children's Learning Center (hereinafter Approved Special Education Program (ASEP)).

W I T N E S S E T H:

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Sections 611 and 619, and American Rescue Plan ("ARP") IDEA Supplemental Grants, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds; and

WHEREAS, the ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, the LEA has authorized the placement of students in the ASEP; and

WHEREAS, the ASEP provided special education services and/or related services to students of the LEA as of October 7, 2020; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The ASEP certifies that it has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020. The SEDCAR-1 Form is attached hereto as Exhibit "A" and incorporated by reference herein.
2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of October 7, 2020.

3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
4. The ASEP certifies that it has provided, and will continue to provide, a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.
5. Sub-Allocation Amounts:
  - a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
  - b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$224.00.
    - The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$75.00. (*1/3 of the calculated per-student vendor funding amount*)
    - The total sub-allocation amount of American Rescue Plan ("ARP") IDEA Section 619 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$0.00** (program) and **\$0.00** (related services).
  - c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$542.00.

- The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$181.00. (*1/3 of the calculated per-student vendor funding amount*)
  - The total sub-allocation amount of American Rescue Plan (“ARP”) IDEA Section 611 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$542.00** (program) and **\$0.00** (related services).
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP’s SEDCAR-1 Form, subject to the verification of such number by the LEA.
6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA’s submission of its FS-10-F form.
  7. The ASEP agrees to provide the LEA with end-of-year reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA’s obligations under this Agreement.
  8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) calendar days from the last date authorized for the disbursement of funds; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA.
  9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-through funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP’s sole expense, to audit the ASEP’s program to determine compliance with IDEA and the ASEP’s obligations under this Agreement.
  10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities or ceases to expend funds for IDEA allowable activities.
  11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
  12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.

13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

**Valley Stream Union Free School  
District Twenty-Four (LEA)**

**United Cerebral Palsy of Nassau County Inc.,  
The Children's Learning Center (ASEP)**

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Title:

**Variety Child Learning Center**  
**CONTRACT FOR RECEIPT OF**  
**FEDERAL PART B FLOW-THROUGH ALLOCATIONS**

This Agreement is entered into this **8<sup>th</sup> day of February 2023** by and between the Board of Education of the Valley Stream Union Free School District Twenty-Four (hereinafter Local Educational Agency (LEA)), and Variety Child Learning Center (hereinafter Approved Special Education Program (ASEP)).

W I T N E S S E T H:

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Sections 611 and 619, and American Rescue Plan (“ARP”) IDEA Supplemental Grants, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds; and

WHEREAS, the ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, the LEA has authorized the placement of students in the ASEP; and

WHEREAS, the ASEP provided special education services and/or related services to students of the LEA as of October 7, 2020; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The ASEP certifies that it has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020. The SEDCAR-1 Form is attached hereto as Exhibit “A” and incorporated by reference herein.
2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA’s Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of October 7, 2020.



3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
4. The ASEP certifies that it has provided, and will continue to provide, a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.
5. Sub-Allocation Amounts:
  - a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
  - b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$224.00.
    - The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$75.00. (*1/3 of the calculated per-student vendor funding amount*)
    - The total sub-allocation amount of American Rescue Plan ("ARP") IDEA Section 619 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$672.00** (program) and **\$0.00** (related services).
  - c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of October 7, 2020.
    - The per-capita (per-student) sub-allocation amount of American Rescue Plan ("ARP") IDEA Supplemental Grant allocations for students who were receiving services from the ASEP as of October 7, 2020 is \$542.00.

- The per-capita (per-student) ARP sub-allocation amount for preschool students receiving related services only is \$181.00. (*1/3 of the calculated per-student vendor funding amount*)
  - The total sub-allocation amount of American Rescue Plan (“ARP”) IDEA Section 611 Supplemental Grant allocations provided to the District for students who were receiving services from the ASEP as of October 7, 2020 is: **\$2,168.00** (program) and **\$0.00** (related services).
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP’s SEDCAR-1 Form, subject to the verification of such number by the LEA.
6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA’s submission of its FS-10-F form.
  7. The ASEP agrees to provide the LEA with end-of-year reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA’s obligations under this Agreement.
  8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) calendar days from the last date authorized for the disbursement of funds; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA.
  9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-through funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP’s sole expense, to audit the ASEP’s program to determine compliance with IDEA and the ASEP’s obligations under this Agreement.
  10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities or ceases to expend funds for IDEA allowable activities.
  11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
  12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.

13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

**Valley Stream Union Free School  
District Twenty-Four (LEA)**

**Variety Child Learning Center (ASEP)**

By: \_\_\_\_\_

President, Board of Education

By: \_\_\_\_\_

Title:



architects + engineers

538 Broad Hollow Road, 4<sup>th</sup> Floor East  
Melville, NY 11747 | tel 631.756.8000

January 18, 2023

Dr. Jack R. Mitchell  
Assistant Superintendent for Business  
Valley Stream Union Free School District #24  
Administration Offices  
William L. Buck Elementary School  
Valley Stream, New York 11581

**Re:** Award Recommendation - Revised  
Valley Stream Union Free School District  
HVAC Upgrades at Brooklyn Avenue Elementary School  
H2M Project No.: VSSD2201

Dear Dr. Mitchell:

On January 18, 2023, H2M received a Revised Pricing Proposal for Valley Stream UFSD #24 – HVAC Upgrades from Commercial Instrumentation Services (CIS) via Suffolk County contract # BBR SNC110118. The scope of work for the Contract is as follows: HVAC mechanical renovations in the cafeteria and library at Brooklyn Avenue Elementary School and including a Performance Bond. In addition to the base bid the contract documents included a request for pricing for an add alternate at Brooklyn Avenue, as follows:

**Brooklyn Avenue Elementary School – Base Bid: \$139,500.00**

**Add Alternate:** Integrate HUV-C-1 into existing Honeywell BMS System: \$5,000.00

In conclusion, based on our communications, analysis, and review of the Contractor's bid proposal, we feel that the Contractor has met all the requirements outlined for bidding and is qualified to perform the work. As a result, we recommend awarding this **base bid with the add alternate** at this location in the total amount of **\$144,500.00**.

Should you wish to discuss this matter further please contact the undersigned at extension 1354.

Very truly yours,

**H2M architects + engineers**

Kenneth R. Gehringer, AIA, CSI, CCCA  
Asst. Vice President / Studio Director

cc: VSSD\_C. Brocher, S. Hernandez

H2M\_LMV

x:\vssd (valley stream uf sd 24) - 10970\vssd2201 - ba hvac upgrades\03-bid\recommendation\vssd2201 award rec.docm

# COMMERCIAL INSTRUMENTATION SERVICES

681-7 GRAND BLVD. DEER PARK NY, 11729  
(631) 243-4300

## Proposal - Rev. 2

January 18, 2023

**Valley Stream Union Free School District #24**

75 Horton Avenue

Valley Stream, NY 11581

Attn: Lauren Venten

lventen@h2m.com

**RE:** HVAC Upgrades at Brooklyn Avenue School - 24 Brooklyn Ave Valley Stream, NY 11581

**Scope of Work:** HVAC Mechanical Renovations in the Cafeteria & Library as per Drawings Dated 8/25/2022

- Demo 2 existing wall mount AC units and associated condensers as per page MD 110.00
- Demo 1 existing Horizontal UV and associated condenser on West side of Cafeteria as per page MD 110.00
- Replace 2 ductless wall mount AC units in kind
- Furnish and install 2 ductless AC condensers outside on grade
- Furnish and install horizontal UV 1 on West side of cafeteria as per drawings
- Furnish and install Condensing Unit CU-C-1 as per drawings
- Run new refrigerant line sets from 3 new units to 3 new condensers
- Tie in existing electrical circuits to 3 new split systems
- Start up and commission new equipment
- Performance bond included

**Exclusions:**

- Asbestos
- Bonds
- Retainage
- Fire Alarm Work
- Concrete Pads
- Security Fencing
- Liquidated Damages
- Allowances
- BMS Integration
- East Side UV & Exhaust Fan Work

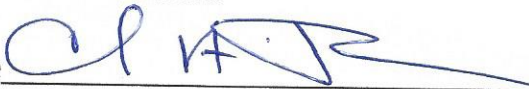
**Grand Total: \$139,500.00**

**Alternate Price to Integrate HUV-C-1 Into Existing Honeywell BMS System: \$5,000.00**

**All Labor to be Performed on Overtime According to Specifications**

Reference Suffolk County Contract # BBR SNC110118

**Proposal Acceptance Signature**



**Date:** 1/19/23

Proposal valid for 45 days

Thank you for the opportunity to offer our services to Valley Stream UFSD

COUNTY OF SUFFOLK



STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

OFFICE OF CENTRAL PROCUREMENT

NOTICE OF CONTRACT

4TH EXTENSION

**ANNUAL REQUIREMENTS CONTRACT :** BOILER BREECHING REPAIR, SERVICE, AND NEW CONSTRUCTION **COMMODITY CODE:** 94125

**CONTRACT #:** BBR SNC110118 **INITIATING DEPT:** DPW  
1494

**OPENING DATE:** 10/24/2018 **BID #:** 18/0310LPWI

**PERIOD OF CONTRACT:** 11/1/2022 THROUGH 10/31/2023

**VENDOR:** SEE ATTACHED

**DETAIL PAGE:** SEE ATTACHED

**DELIVERY:** FOB - DESTINATION

**POLITICAL SUBDIVISIONS:** THIS CONTRACT IS AVAILABLE FOR USE BY OTHER MUNICIPALITIES

FOR FURTHER INFORMATION JENNIFER CRUDO  
CONTACT PURCHASING AGENT:

8/31/2022

CPA MEM

JENNIFER CRUDO

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

**CONTRACT #:** BBR SNC110118

**VENDOR:** COMMERCIAL INSTRUMENTATION SVC

**PERIOD OF CONTRACT:** 11/1/2018 THROUGH 10/31/2023

**ADDRESS:** 681 GRAND BLVD., SUITE 7  
DEER PARK NY 11729

**ID:** VC0023448

**DELIVERY:**

**CONTACTS:**

**NAME:** SEAN MURPHY  
**PHONE:** 631-243-4300  
**MOBILE:**  
**FAX:** 631-243-4310  
**EMAIL:** smurphy@cis-ny.com

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**SCOPE OF WORK**

TO PROVIDE SKILLED, EXPERIENCED, PROMPT SERVICE TO A WIDE VARIETY OF HEATING SYSTEMS, BOILER, BREECHING REPAIR, SERVICE, REPLACEMENT AND NEW INSTALLATION WORK AT VARIOUS COUNTY BUILDINGS ON AN "ON-CALL" BASIS AS REQUIRED.

- I. THE CONTRACTOR SHALL PROVIDE LABOR, MATERIALS, EQUIPMENT, AND APPLIANCES NECESSARY OR REQUIRED TO PERFORM AND COMPLETE ALL WORK INCLUDING, BUT NOT NECESSARILY LIMITED TO THE FOLLOWING:
  - A. REPAIR AND/OR REPLACEMENT OF HOT WATER HEATING SYSTEMS AND COMPONENTS, STEAM AND OTHER HYDRONIC SYSTEMS AND COMPONENTS, ALL SECONDARY HEATING SYSTEMS AND COMPONENTS, ALL OTHER HYDRONIC SYSTEM SPECIALTIES.
  - B. REMOVAL AND DISPOSAL OF BOILERS, BOILER BREECHINGS AND ASSOCIATED APPURTENANCES (I.E., BURNERS, PUMPS, HEAT EXCHANGERS, AUTOMATIC CONTROLS, ETC. THIS LIST IS NOT ALL INCLUSIVE.)
  - C. REPAIR OF BOILERS, BOILER BREECHINGS, AND ASSOCIATED APPURTENANCES (I.E., BURNERS, PUMPS, HEAT EXCHANGERS, AUTOMATIC CONTROLS, ETC. THIS LIST IS NOT ALL INCLUSIVE.)
  - D. REPLACEMENT OF ALL HEATING EQUIPMENT AS SUCH: BOILERS, BOILER BREECHINGS, AND ASSOCIATED APPURTENANCES (I.E., BURNERS, PUMPS, HEAT EXCHANGERS, AUTOMATIC CONTROLS, ETC. THIS LIST IS NOT ALL INCLUSIVE.)
  - E. NEW INSTALLATION ALL HEATING EQUIPMENT AS SUCH: OF BOILERS, BOILER BREECHINGS, AND ASSOCIATED APPURTENANCES (I.E., BURNERS, PUMPS, HEAT EXCHANGERS, AUTOMATIC CONTROLS, ETC. THIS LIST IS NOT ALL INCLUSIVE.)
  - F. THE CONTRACTOR SHALL ARRANGE AND PAY FOR DISCONNECTION OF ANY EXISTING SERVICES PRIOR TO DEMOLITION. THIS MAY INCLUDE BUT NOT NECESSARILY BE LIMITED TO ELECTRICAL OR PLUMBING CONNECTIONS TO MECHANICAL AND OTHER EQUIPMENT.
  - G. PROVIDING TEMPORARY (I.E., RENTAL) HEATING, COOLING, OR ELECTRICAL GENERATION EQUIPMENT AND ALL CONNECTIONS REQUIRED TO EXISTING SYSTEMS TO ENSURE PROPER OPERATION.
  - H. PROCUREMENT OF MATERIALS, EQUIPMENT (OWNED OR RENTED), AND SUBCONTRACTORS TO PERFORM ANY PORTION OF PROJECTS OR WORK. ANY WORK TO BE SUBCONTRACTED MUST RECEIVE PRIOR APPROVAL OF THE COUNTY.
  - I. PREPARING, FILING, AND OBTAINING PERMITS, INCLUDING DRAWINGS AS REQUIRED AND PAYING OF ALL FEES, INCLUDING BUT NOT NECESSARILY LIMITED TO TIPPING FEES, DEWATERING PERMITS, ETC.
  - J. PROVISION OF UNDERWRITERS CERTIFICATES FOR ALL ELECTRICAL WORK.
  - K. EXAMINATION OF EXISTING OR NEW WELDS USING X-RAY, PENETRATING DYE, OR OTHER METHODS.



L. SURVEY OF DAMAGED OR OTHER EXISTING SYSTEMS TO RECOMMEND REPAIRS OR REPLACEMENT.

M. REMOVAL OF ASBESTOS CONTAINING MATERIALS SHALL BE BY OTHERS

#### **DOCUMENTATIONS, CERTIFICATIONS & TRAINING**

THE CONTRACTOR SHALL BE CURRENTLY INVOLVED IN THE REPAIR AND REPLACEMENT OF AERCO, FULTON, POWER FLAME, MESTEK AND WEIL MCCLAIN BOILERS AND BREECHINGS. THE CONTRACTOR SHALL DEMONSTRATE THAT THEY A RESPONSIBLE SERVICE AND MAINTENANCE ORGANIZATION POSSESSING ADEQUATE FINANCIAL RESOURCES TO ACCOMPLISH THE VARIOUS SERVICES DESCRIBED HEREIN AND THAT HAS SATISFACTORY RECORD OF PERFORMANCE AND INTEGRITY.

WHEN REPAIRING OR REPLACING ANY COMPONENTS/EQUIPMENT, THE CONTRACTOR SHALL USE THE MOST UP TO DATE MATERIALS BEING MANUFACTURED. NO OBSOLETE MATERIALS SHALL BE ALLOWED WITHOUT SUFFOLK COUNTY APPROVAL.

SUFFOLK COUNTY RESERVES THE RIGHT TO REQUEST THE CERTIFICATES OF WELDERS WHEN THE CONTRACTOR ASSIGNS A WELDER TO A COUNTY LOCATION TO PERFORM WORK.

NECESSARY PARTS AND MATERIALS SHALL BE NEW AND MUST BE OF THE SAME MANUFACTURE OF CERTIFIED EQUIVALENT AS THE ORIGINAL EQUIPMENT. THE COUNTY RESERVES THE RIGHT TO FURNISH PARTS AND MATERIALS IF THEY DEEM IT TO BE IN THEIR BEST INTEREST.

PARTS THAT HAVE BEEN REPLACED SHALL BE THE PROPERTY OF THE COUNTY AND SHALL BE LEFT AT THE SITE UNLESS DIRECTED OTHERWISE BY AN AUTHORIZED COUNTY REPRESENTATIVE.

NO TRAVEL TIME WILL BE PAID. PAYMENTS WILL BE MADE ONLY FOR TIME ON THE JOB. ALL INVOICES MUST BE ACCOMPANIED BY **DAILY SERVICE TICKETS** SPECIFYING TIME OF ARRIVAL, WORK DONE, MATERIAL USED AND TIME OF DEPARTURE FOR EACH EMPLOYEE. SERVICE TICKETS MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COUNTY. A **LEGIBLE COPY** OF THIS TICKET IS TO BE LEFT WITH THE SIGNER DAILY AND SHALL BE THE BASIS FOR PAYMENT.

UNDER THIS CONTRACT, SUBCONTRACTING WILL NOT BE PERMITTED WITHOUT PRIOR APPROVAL OF THE COUNTY, IN THE EVENT THAT APPROVAL IS GRANTED, THE CONTRACTOR WILL BE ALLOWED TO ADD NO MORE THEN 10% TO THE SUBCONTRACTOR'S INVOICE FOR HANDLING. SUBCONTRACTOR'S INVOICE MUST BE PRESENTED TO THE COUNTY AT THE TIME OF SUBMISSION OF VOUCHER FOR VERIFICATION. ALL SUBCONTRACTORS MUST MEET THE SAME QUALIFICATIONS AS THE CONTRACT VENDOR AND SHALL MEET ALL OTHER REQUIREMENTS SPECIFIED HEREIN AS WELL AS ALL N.Y.S PREVAILING WAGES. COPIES OF CERTIFIED PAYROLLS FROM ALL SUBCONTRACTORS MUST BE ATTACHED AND SUBMITTED BY THE CONTRACT VENDOR FOR VERIFICATION. **NO PAYMENT WILL BE MADE FOR ANY SUBCONTRACTOR INVOICES WITHOUT A COPY OF THEIR CERTIFIED PAYROLL.**

THE CONTRACTOR WILL BE REQUIRED TO SUBMIT TO THE COUNTY COPIES OF AGREEMENTS WITH ALL SUB-CONTRACTORS, INCLUDING INSURANCE CERTIFICATES AS WELL AS CERTIFIED PAYROLL FOR ALL SUB-CONTRACTORS UNDER THE SAME REQUIREMENTS AS THE CONTRACTOR UNDER THIS CONTRACT.

WHEN THE CONTRACTOR IS CALLED UPON TO PERFORM EMERGENCY WORK, THE SERVICE TICKET SHALL BE MAILED THE FOLLOWING DAY TO THE BUILDING MAINTENANCE MANAGER FOR

SIGNATURE. MANAGER'S NAMES, ADDRESSES AND TELEPHONE NUMBERS WILL BE FURNISHED TO THE SUCCESSFUL BIDDER.

NO VEHICLE USE WILL BE PAID FOR IN THE NORMAL COURSE OF TRANSPORTING PERSONNEL AND MATERIALS TO THE JOB SITE. BIDDERS MAY SUBMIT A QUOTATION FOR SPECIAL USE OF SPECIAL VEHICLES. CONTRACTOR MUST OBTAIN PRIOR APPROVAL FROM THE COUNTY FOR PAYMENT OF SPECIAL VEHICLE USE.

THE CONTRACTOR SHALL ADHERE TO LOCAL BUILDING CODES, LAWS AND REGULATIONS WHERE MANDATORY, SPECIFICATIONS AND DRAWINGS TO THE CONTRARY NOT WITHSTANDING.

THE CONTRACTOR SHALL CONFORM TO NEW YORK STATE INDUSTRIAL CODE 23 AND OSHA STANDARDS AND REGULATIONS, AND ALL OTHER FEDERAL, STATE AND LOCAL CODES AND REGULATIONS, INCLUDING ALL UTILITY COMPANY REQUIREMENTS.

IN THE EVENT THAT THE WORK CANNOT BE PERFORMED AS PER THE TIME SCHEDULE SET BY THE COUNTY BY THE SUCCESSFUL BIDDER, THE SECOND RESPONSIBLE BIDDER, IF AWARDED, WILL BE CALLED UPON TO PERFORM AT HIS QUOTED PRICE WITH NO PENALTY TO THE LOWEST BIDDER.

THIS CONTRACT MAY BE CANCELLED BY THE COUNTY, WHEN IN THE OPINION OF THE COMMISSIONER OF PUBLIC WORKS AND/OR THE DIRECTOR OF BUILDINGS OPERATIONS AND MAINTENANCE; THE SERVICE RENDERED IS INCOMPETENT, INADEQUATE OR UNRESPONSIVE OR FOUND TO BE OPERATING IN BAD FAITH TO THE DEPARTMENT'S NEEDS.

WHERE METHODS OR PROCEDURES ARE SPECIFIED, THEY SHALL CONSTITUTE MINIMUM MEASURES AND SHALL IN NO WAY RELIEVE THE CONTRACTOR OF SOLE RESPONSIBILITY FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES, OR SAFETY MEASURES IN CONNECTION WITH THE WORK.

THE COUNTY RESERVES THE RIGHT TO ASSIGN ITS PERSONNEL TO ASSIST THE CONTRACTOR'S PERSONNEL IF THEY DEEM IT TO BE IN THEIR BEST INTEREST.

CONTRACTOR'S SERVICE PERSONS SHALL HAVE TOOLS AND EQUIPMENT COMMON TO THE TRADE THAT MAY BE NECESSARY TO PERFORM REQUIRED WORK. I.E.: SAWZALL, CUT OFF SAW, ELECTRIC JACKHAMMER, CORE DRILL, GRINDERS, WELDING AND CUTTING EQUIPMENT, PORTABLE GENERATOR AND LIGHTS ETC. THE COUNTY WILL NOT PAY FOR RENTAL OR REPLACEMENT OF ANY OF THESE COMMON TOOLS AND CONSUMABLES ASSOCIATED WITH THE TYPE OF WORK OUTLINED IN THIS CONTRACT INCLUDING BUT NOT LIMITED TOO, BLADES, BITS, GRINDING DISC'S DRILL BITS, WELDING GASES, WELDING ROD, ETC.

ALL LABOR SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) CALENDAR YEAR FROM DATE OF ACCEPTANCE. ALL PARTS AND MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF A MINIMUM OF ONE (1) CALENDAR YEAR OR IN ACCORDANCE WITH MANUFACTURER'S WARRANTY, WHICHEVER IS LONGER.

THE CONTRACTOR SHALL PROTECT ALL EXISTING AND NEW EQUIPMENT FROM DAMAGE FROM SOOT, SCALE, RESIDUE AND OTHER CONSTRUCTION DEBRIS. THE CONTRACTOR SHALL CLEAN, REPAIR, AND/OR REPLACE ANY DAMAGE AT NO ADDITIONAL COST TO THE COUNTY, THAT RESULTS FROM THE CONTRACTOR'S NON-COMPLIANCE WITH THIS ITEM.

THE CONTRACTOR MUST SUPPLY SAFETY WARNING DEVICES, SUCH AS SIGNS FOR BOILER MAIN SWITCHES WARNING PASSING PERSONAL NOT TO TURN ON SWITCHES WHILE MEN ARE WORKING ON OR IN BOILER/FURNACES, OVERHEAD BREECHING AND CHIMNEY BASES. WARNING FLAGS, LIGHTS, AND BARRIERS MAY BE NECESSARY TO BLOCK TRAFFIC FROM ACCESS TO AREAS AROUND TRUCK AND HOSES ARE TO BE SUPPLIED BY CONTRACTORS.

DURING THE COURSE OF REPAIRS, THE CONTRACTOR'S EMPLOYEES SHALL CONFINE THEMSELVES TO THE PROXIMITY OF THE BOILER ROOM, ITS ACCESS TO EXTERNAL EXITS AND ADJOINING LAVATORY WHERE APPLICABLE. THE CONTRACTOR'S EMPLOYEES SHALL NOT WANDER ABOUT OR TRAVERSE PREMISES THAT CAN BE MARRED OR DAMAGED BY DIRT FROM EMPLOYEE'S WORK CLOTHES, TOOLS OR PROTECTIVE DEVICES. CONTRACTOR MUST SHOW PROOF OF THEIR EMPLOYEES RECEIVING CONFINED SPACE SAFTY TRAINING.

CONTRACTOR'S EMPLOYEES SHALL BE SUPPLIED AND EQUIPPED WITH PROTECTIVE SOOT RESISTANT CLOTHING, EYE SHIELDS, MASKS AND/OR RESPIRATORS, GLOVES, ETC., AS MAY BE NECESSARY TO PREVENT INJURY AND HAZARD WHEN CLEANING BOILERS. THE INTENT OF THIS REQUIREMENT OF THE CONTRACTOR IS TO ABSOLVE THE COUNTY AND THE CONTRACTOR FROM ANY FORM OF NEGLIGENCE AS IT RELATES TO WORKING PERSONAL.

THE CONTRACTOR SHALL PERFORM WORK SO AS TO CAUSE THE LEAST INCONVENIENCE TO THE COUNTY AND WITH PROPER CONSIDERATION FOR THE RIGHTS OF OTHER CONTRACTORS OR WORKMEN. THE CONTRACTOR SHALL KEEP IN TOUCH WITH THE ENTIRE OPERATION AND INSTALL EQUIPMENT INTO THE BUILDINGS.

CONTRACTORS SHALL ACQUAINT THEMSELVES WITH THE CONDITIONS TO BE FOUND AT THE SITE AND SHALL ASSUME ALL RESPONSIBILITY FOR PLACING AND INSTALLING THE EQUIPMENT IN THE LOCATIONS REQUIRED.

THE CONTRACTOR IS RESPONSIBLE FOR DISCONNECTING AND SUBSEQUENT RECONNECTING OF ALL ELECTRICAL CONNECTIONS TO THE BOILER TO PREVENT ACCIDENTAL FIRING WHILE REPAIR WORK IS IN PROGRESS.

ALL MATERIALS USED IN THE INSTALLATION SHALL BE OF THE HIGHEST QUALITY AND SHALL BE FREE FROM ALL DEFECTS, WHICH WOULD MAR THE APPEARANCE OF THE EQUIPMENT OR RENDER IT STRUCTURALLY UNSOUND.

CONTRACTORS SHALL FURNISH ADEQUATE PROTECTION FROM DAMAGE FOR ALL WORK AND SHALL REPAIR DAMAGES OF ANY KIND FOR WHICH HE OR HIS WORKMEN ARE RESPONSIBLE.

ALL SUFFOLK COUNTY AND NEW YORK STATE LAWS, STANDARD OPERATING PROCEDURES AND DEPARTMENT OF PUBLIC WORKS GENERAL SPECIFICATIONS ARE CONSIDERED TO BE INCLUDED HEREIN EVEN THOUGH NOT SPECIFICALLY STIPULATED, COPIES OF WHICH CAN BE VIEWED AT OUR OFFICES.

EXCEPT FOR EMERGENCY WORK, THE CONTRACTOR WILL BE REQUIRED TO SUBMIT A DETAILED BUDGET COST ESTIMATE BEFORE ANY WORK IS STARTED. FOR EMERGENCY WORK, THE CONTRACTOR MUST SUBMIT THEIR BUDGET COST ESTIMATE WITHIN 48 HOURS AFTER STARTING THE WORK. IN THE EVENT THAT THE CONTRACTOR IS CALLED UPON TO PROVIDE AN ESTIMATE OR "NOT-TO-EXCEED" FIGURE, THEIR REPRESENTATIVE WILL BE PAID THE MECANIC'S RATE OF PAY FOR THE TIME SPENT AT THE LOCATION ONLY IF THE CONTRACTOR IS NOT AWARDED THE JOB. A SERVICE TICKET SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE REQUESTING DEPARTMENT WILL BE REQUIRED FOR THE PAYMENT OF SUCH ESTIMATE.

THE CONTRACTOR SHALL BE ABLE TO FURNISH ADEQUATE MANPOWER AND EQUIPMENT TO PROVIDE EMERGENCY REPAIR SERVICE WITHIN FOUR (4) HOURS AND TO COMMENCE NON-EMERGENCY WORK WITHIN ONE (1) WEEK.

THE CONTRACTOR SHALL HAVE A PLACE OF BUSINESS WITH A DISTINCT MAILING ADDRESS, SUPPLIES AND THE TOOLS/EQUIPMENT NECESSARY TO RESPOND TO EMERGENCY SERVICE

REQUESTS, INCLUDING WEEKENDS AND HOLIDAYS AND MUST BE PREPARED, AT THE COUNTY'S REQUEST, TO PERFORM THE NECESSARY WORK BETWEEN THE HOURS OF 3:30PM AND 7:00AM.

SPECIAL ATTENTION SHOULD BE GIVEN TO SECTION 12 OF THE STANDARD BID TERMS AND CONDITIONS AND TO THE SCHEDULE OF PREVAILING WAGES AS PUBLISHED BY THE N.Y.S. DEPARTMENT OF LABOR, BUREAU OF PUBLIC WORKS HERETO ATTACHED.

THE CONTRACTOR SHALL PROVIDE, ERECT, AND MAINTAIN ALL NECESSARY BARRICADES, SIGNS AND LIGHTS, AND TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION OF THE WORK AND SAFETY OF THE PUBLIC.

BOILERS, BURNERS, CONTROLS, PIPING AND FLOORS ARE TO BE PROTECTED TO PREVENT DAMAGE FROM SOOT, SCALE AND RESIDUE.

**ALL BOILERS ARE TO BE SHUT DOWN UNDER SUPERVISION OF PUBLIC WORKS PERSONNEL.**

**REQUIRED SUBMITTALS FOR EACH PROJECT**

1. PROJECT PROPOSAL - SUBMIT PRICE INCLUDING SUCH DETAILS AS QUANTITIES, TYPES, AND LOCATIONS OF MATERIALS TO BE REMOVED AND OR INSTALLED. PRICING SHALL BE BROKEN DOWN ACCORDING TO TIME AND MATERIAL PRICES AS LISTED HEREIN. THIS PROPOSAL SHALL BE APPROVED BY THE COUNTY PRIOR TO BEGINNING ANY ACTIVITIES.
2. WORK SKETCH - SUBMIT A SCALED DRAWING OF THE WORK AREA AND ADJACENT AREAS, WHICH INCLUDES ALL EXISTING AND NEW WORK IN THE AREA OF THE PROJECT, AND OTHER PERTINENT DETAILS. PROVIDE CATALOG CUTS OF ALL EQUIPMENT TO BE INSTALLED. FOR EQUIPMENT FABRICATED BY THE CONTRACTOR, PROVIDE FABRICATION DRAWINGS, DESIGN CALCULATIONS ON CAPACITY AND ALL OTHER INFORMATION REQUIRED BY THE COUNTY TO DETERMINE SUITABILITY.
3. LIST OF SUBCONTRACTED WORK AND SUBCONTRACTORS QUALIFICATIONS – FOR ANY WORK TO BE SUBCONTRACTED, THE CONTRACTOR SHALL PROVIDE THE FOLLOWING WRITTEN INFORMATION TO THE COUNTY FOR APPROVAL:
  - ❖ IDENTIFY THE WORK TO BE SUBCONTRACTED
  - ❖ NAME OF THE SUBCONTRACTOR TO BE USED
  - ❖ TOTAL COST FOR SUCH WORK TO BE SUBCONTRACTED
  - ❖ PROOF OF SUBCONTRACTOR INSURANCE
  - ❖ ALL OTHER SUBCONTRACTOR COMPLETED AND EXECUTED FORMS AS ARE REQUIRED BY LAW AND THE CONTRACT INCLUDING APPRENTICESHIP VERIFICATION.
  - ❖ RIGGING PLAN – IF THE CONTRACTOR PROCURES RIGGING SERVICES AS PART OF A PROJECT SUBMIT A WRITTEN RIGGING PLAN INCLUDING CATALOG CUTS OF THE RIGGING MACHINE(S), WEIGHT AND EXTENSION LIMITATIONS, THE PROPOSED LOAD TO BE MOVED, IDENTIFICATION OF LIFTING POINTS AND ANY OTHER INFORMATION THE COUNTY DEEMS NECESSARY TO ENSURE A SAFE AND CONTROLLED MOVEMENT OF ITEMS

- ❖ AS-BUILT DRAWINGS – SUBMIT AS-BUILT DRAWINGS OF ALL WORK COMPLETED UNDER THIS CONTRACT. DRAWINGS SHALL BE SUBMITTED WITH FINAL INVOICE FOR A PROJECT

### **SCAFFOLDING**

PROVIDE ALL SCAFFOLDING AND/OR STAGING AS NECESSARY TO ACCOMPLISH THE WORK OF THE CONTRACT. THE TYPE, ERECTION, AND USE OF ALL SCAFFOLDING SHALL COMPLY WITH ALL APPLICABLE OSHA PROVISIONS.

### **LADDERS**

THE CONTRACTOR SHALL PROVIDE ALL LADDERS AND EQUIPMENT NECESSARY TO ATTAIN NORMAL ACCESS TO EQUIPMENT. BURNERS, PIPING AND RELATED EQUIPMENT SHALL NOT BE USED AS A MEANS OF ACCESS TO WORK AREAS.

### **DELIVERY, STORAGE AND HANDLING**

AT THE COUNTY'S OPTION, ANY DEMOLISHED EQUIPMENT OR MATERIAL SHALL REMAIN THE PROPERTY OF THE COUNTY AND SHALL BE STOCKPILED AS DIRECTED BY THE COUNTY. THE CONTRACTOR SHALL OBTAIN WRITTEN DIRECTION ON EACH PROJECT AS TO WHICH MATERIALS AND EQUIPMENT, IF ANY, WILL BE RETAINED BY THE COUNTY.

UNREMOVABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND LEGALLY DISPOSED OF BY THE CONTRACTOR OFF THE SITE. OBTAIN AND PAY FOR HAULING AND/OR DUMPING PERMITS WHEN REQUIRED. PAY ALL TIPPING FEES AS APPLICABLE.

THE CONTRACTOR SHALL STORE EQUIPMENT AND SUPPLIES ON THE PROJECT SITE ONLY UPON APPROVAL FROM THE COUNTY AND AT THE CONTRACTOR'S RISK. THE COUNTY SHALL NOT SIGN FOR OR OTHERWISE BE RESPONSIBLE FOR DELIVERY OF ANY MATERIALS OR EQUIPMENT TO THE SITE AND WILL NOT SIGN DELIVERY TICKETS. THE CONTRACTOR SHALL BE ON SITE TO SIGN FOR AND ACCEPT THE DELIVERY OF ANY EQUIPMENT AND MATERIALS USED TO COMPLETE WORK.

### **TEMPORARY ELECTRIC**

THE CONTRACTOR SHALL PROVIDE TEMPORARY POWER AS REQUIRED COMPLETING THEIR WORK.

### **PERMITS AND FEES**

PERMIT FEES AND TIPPING FEES SHALL BE REIMBURSED AT COST TO THE CONTRACTOR WITH NO MARKUP FOR OVERHEAD OR PROFIT.

### **SPECIALIZED EQUIPEMENT RENTAL**

1. **BASIS OF PAYMENT FOR EQUIPMENT**
  - A. PAYMENT FOR THE USE OF CONSTRUCTION AND OR SPECIALIZED EQUIPMENT INCLUDING BUT NOT NECESSARILY LIMITED TO TEMPORARY HEATING, COOLING OR ELECTRICAL GENERATION EQUIPMENT (EXCLUSIVE OF HAND TOOLS AND MINOR EQUIPMENT THAT ARE INCIDENTAL TO THE WORK BEING PERFORMED), WITH THE PRIOR WRITTEN APPROVAL OF THE COUNTY FOR USE, WHICH IS

- B. OWNED BY THE CONTRACTOR, WILL BE PAID FOR AT THE RATE NOT TO EXCEED THE "RENTAL RATE BLUE BOOK", EXCLUSIVE OF THE SALES TAX PLUS THE MARK UP RATE OF 10% FOR HANDLING.
  - C. THE "RENTAL RATE BLUE BOOK" IS PUBLISHED ANNUALLY BY PENTON BUSINESS MEDIA (800 669-3282). IN THE EVENT THAT THE BLUE BOOK DOES NOT LIST THE ITEM OF EQUIPMENT USED, THE APPLICABLE RATE SHALL EXCESS OF THE BLUE OR GREEN BOOKS. BE DETERMINED IN THE SAME MANNER SET FORTH ABOVE EXCEPT THAT THE MONTHLY RATE SHALL BE THAT SET FORTH IN THE "AED GREEN BOOK" PUBLISHED BY PENTON BUSINESS MEDIA.
  - D. IN THE EVENT THAT A PARTICULAR PIECE OF EQUIPMENT IS NOT LISTED IN THE BLUE OR GREEN BOOKS, THEN THE COUNTY SHALL ESTABLISH A RATE FOR RENTAL, OWNERSHIP, AND OPERATING COSTS THAT IS CONSISTENT WITH ITS COST AND EXPECTED LIFE.
  - E. IN NO CASE SHALL THE COUNTY PAY RENTAL RATES THAT ARE IN EXCESS OF THE BLUE OR GREEN BOOKS.
  - F. PUBLISHED IN THE "RENTAL RATE BLUE BOOK", EXCLUSIVE OF SALES TAX PLUS THE MARK UP PERCENTAGE RATE OF 10% FOR HANDLING.
  - G. PAYMENT FOR EQUIPMENT WHICH IS RENTED (EXCLUSIVE OF HAND TOOLS AND MINOR EQUIPMENT THAT ARE INCIDENTAL TO THE WORK BEING PERFORMED), WITH THE PRIOR WRITTEN APPROVAL OF THE COUNTY FOR USE, WILL BE PAID FOR ON THE BASIS OF SUBMITTAL OF AN ORIGINAL PAID INVOICE PLUS THE MARK UP PERCENTAGE RATE OF 10% FOR HANDLING.
2. BASIS OF PAYMENT FOR FUEL
- A. FUEL FOR RENTAL EQUIPMENT, EXCEPT FOR TEMPORARY HEATING, COOLING, OR ELECTRICAL GENERATION EQUIPMENT IS CONSIDERED INCIDENTAL AND SHALL NOT BE PAID BY THE COUNTY.
  - B. FUEL FOR TEMPORARY HEATING, COOLING, OR ELECTRICAL GENERATION EQUIPMENT SHALL BE PAID FOR AT ACTUAL CERTIFIED COST TO THE CONTRACTOR.

**NORMAL HOURS OF WORK: 7:00 AM – 3:30 PM DAYS: MONDAY – FRIDAY**

**HOLIDAYS: ALL POSTED ON NYS PREVAILING WAGE RATE SCHEDULE**

| LINE | DESCRIPTION                              | PRICING   | UNIT |
|------|--|-----------|------|
| 1    | STEAMFITTER                              | \$ 170.00 | HOUR |
| 2    | STEAMFITTER APPRENTICE TERM 1            | \$ 100.00 | HOUR |
| 3    | STEAMFITTER APPRENTICE TERM 2            | \$ 120.00 | HOUR |
| 4    | STEAMFITTER APPRENTICE TERM 3            | \$ 130.00 | HOUR |
| 5    | STEAMFITTER APPRENTICE TERM 4            | \$ 140.00 | HOUR |
| 6    | STEAMFITTER APPRENTICE TERM 5            | \$ 150.00 | HOUR |
| 7    | STEAMFITTER MAINTENANCE                  | \$ 125.00 | HOUR |
| 8    | SHEETMETAL WORKER                        | \$ 160.00 | HOUR |
| 9    | SHEETMETAL WORKER APPRENTICE TERM 1 & 2  | \$ 90.00  | HOUR |
| 10   | SHEETMETAL WORKER APPRENTICE TERM 3 & 4  | \$ 100.00 | HOUR |
| 11   | SHEETMETAL WORKER APPRENTICE TERM 5 & 6  | \$ 110.00 | HOUR |
| 12   | SHEETMETAL WORKER APPRENTICE TERM 7      | \$ 120.00 | HOUR |
| 13   | SHEETMETAL WORKER APPRENTICE TERM 8      | \$ 130.00 | HOUR |
| 14   | SHEETMETAL WORKER APPRENTICE TERM 9      | \$ 140.00 | HOUR |
| 15   | NON-PREVAILING WAGE - PROJECT SUPERVISOR | \$ 120.00 | HOUR |
| 16   | ELECTRICIAN - ELECTRICIAN/WIREMAN        | \$ 150.00 | HOUR |
| 17   | PLUMBER - PLUMBER                        | \$ 150.00 | HOUR |

APPROVAL FROM SUFFOLK COUNTY WILL BE REQUIRED PRIOR TO UTILIZING THE ELECTRICIAN AND PLUMBER TRADES.

**OVERTIME** - ANY OVERTIME CHARGES TO THE COUNTY WILL CORRESPOND TO THE NEW YORK STATE PREVAILING WAGE RATE SCHEDULE.

SINCE OFF-HOURS ON WEEKDAYS ARE NOT COVERED IN THE NEW YORK STATE PREVAILING WAGE RATE SCHEDULE, ANY WORK REQUESTED TO BE PERFORMED OUTSIDE OF NORMAL WORK HOURS (7 AM TO 3:30 PM)

ON WEEKDAYS CAN BE BILLED AT 1.5 X THE LABOR RATE BID BY THE CONTRACTOR. ANY EXCEPTION REQUESTED BY CONTRACTOR WOULD REQUIRE A COPY OF LABOR AGREEMENT TO THE COUNTY.

ANY OVERTIME OR OFF-HOURS WORK REQUIRES PRE-APPROVAL BY THE COUNTY.

**PARTS & MATERIALS** - PARTS & MATERIALS NECESSARY TO THE JOB WILL BE BILLED AT CONTRACTOR'S CERTIFIED COST PLUS 15%. COPIES OF THE MANUFACTURER'S OR DISTRIBUTOR'S INVOICES WILL HAVE TO BE PROVIDED TO THE COUNTY WITH THE CLAIM VOUCHER SUBMITTED FOR PAYMENT TO SUPPORT ANY MATERIAL PURCHASE OVER \$50.00. ITEMS UNDER \$50.00 MAY BE GROUPED TOGETHER AS "MISCELLANEOUS MATERIALS" AND INCLUDED IN ONE TOTAL ON THE INVOICE.

MATERIAL ONLY MAY BE PURCHASED OFF THIS CONTRACT, ONLY WHEN REQUISITIONED AND APPROVED BY THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS, OPERATIONS AND MAINTENANCE. THE ABOVE CLAUSE WILL STILL APPLY TO THESE MATERIALS ONLY PURCHASES.

DURING THE TERM OF THIS CONTRACT IF THERE ARE INCREASES IN THE NEW YORK STATE PREVAILING WAGE RATES WHICH EFFECT AND INCREASE THE HOURLY RATE. A RATE INCREASE CAN BE REQUESTED BY THE CONTRACTOR IN WRITING DURING THE COURSE OF THE CONTRACT (NOT JUST AT THE TIME OF EXTENSION). THIS INCREASE WILL ONLY BE ALLOWED AT THE SAME PERCENTAGE OF THE NEW YORK STATE INCREASE AS LONG AS JUSTIFICATION IS PROVIDED BY THE CONTRACTOR AT THE TIME OF REQUEST. THE INCREASE WILL GO INTO EFFECT VIA A WRITTEN CONTRACT AMENDMENT ISSUED BY THE COUNTY. THE EFFECTIVE DATE OF THIS INCREASE WILL BE STATED IN THE AMENDMENT.