

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
BUSINESS MEETING**

BELLPORT MIDDLE SCHOOL

WEDNESDAY, JUNE 10, 2015

The meeting will begin at 6:30 p.m., for the possible purpose of considering a motion to enter executive session to discuss candidates for the position of Director of Elementary Education, Director of Humanities and Director of STEM. If there is an executive session, the meeting will return to public session at approximately 7:30 p.m. to consider the agenda and all other items which may properly come before the Board of Education. The tentative agenda and supporting information for this meeting will be posted at www.southcountry.org once it becomes available.

A. Call to Order

Executive Session (*if necessary*)
Pledge of Allegiance

B. Emergency Evacuation Procedures
Smoke Free School District

C. Board Consent Agenda – Approvals

1. Minutes- Budget Vote/Annual District Election of May 19, 2015.....pg. #4
2. Minutes- Business Meeting of May 20, 2015.....pg. #5
3. Claims Report- March & April, 2015.....pg. #9
4. Board attendance- NYSSBA’s Annual Convention & Educational Expo...pg. #13

D. Communications and Announcements

1. 2014-15 Retiree Recognition
2. Superintendent’s Report
3. Trustee and Advisory Committee Reports (if any)

E. Public Commentary (Agenda Items Only)

F. Items for Discussion/Action

1. Energy Performance Contracting Presentation.....pg. #15
2. Second Reading of Policies
 - Policy and Administrative Regulations #1410.....pg. #35
 - Submission of Questions and Propositions at the Annual Meeting and Elections and Special District Meeting #1650.....pg. #36
 - District Investments #5220.....pg. #37
 - Information Security Breach and Notification #5672...pg. #40
 - Alcohol, Tobacco, Drugs and Other Substances (Students) #7320....pg. #43
 - Child Abuse and Maltreatment #7530.....pg. #47
3. First Reading of Policies
 - Non-Resident Students #7132.....pg. #52
4. Curriculum & Instruction- Trimester Presentation
5. Board of Education August Retreat
6. Additional Permanent Substitutes
7. Cost of Bus Monitors
8. Custodial Overtime
9. Principal Evaluations

- G. Board Consent Agenda – Curriculum and Instruction.....pg. #56
 - 1. CSE/SCSE Minutes
 - 2. CPSE Minutes

- H. Board Consent Agenda – Personnel.....pg. #62
 - 1. Resignations & Leave of Absence
 - 2. Instructional New Appointments
 - 3. Non-Instructional New Appointments
 - 4. Tenure Recommendations
 - 5. Additional Work
 - 6. Extra Duty Assignments
 - 7. Substitutes

- I. Board Consent Agenda – Business

Educational Services Contracts:

- 1. Little Flower Union Free School District.....pg. #74
- 2. Eastport South Manor Central School District.....pg. #81
- 3. AHRC Suffolk.....pg. #87
- 4. Maryhaven Center of Hope.....pg. #93
- 5. Cleary School for the Deaf.....pg. #100

Consultant Services Contracts:

- 6. Reddy Consulting Services.....pg. #106
- 7. The Institute for Children with Autism and Related Disorders.....pg. #113
- 8. MKSA.....pg. #119
- 9. Life's WORC.....pg. #127
- 10. Career & Employment Options (CEO), Inc.pg. #134
- 11. Complete Rehabilitation PT, OT, SLP of the Hamptons.....pg. #144
- 12. Nassau Suffolk Services for the Autistic, Inc.pg. #152
- 13. Eden II School for Autistic Children, Inc.pg. #161
- 14. The Therapy Spot, PLLC.....pg. #182
- 15. All About Kids.....pg. #171
- 16. St. James Tutoring, Inc.pg. #189
- 17. New York Therapy Placement Services, Inc.pg. #192
- 18. Manorville Speech.....pg. #200
- 19. Achieve Beyond.....pg. #206
- 20. Da Vinci Education & Research, LLC.....pg. #214
- 21. Serene Home Nursing Agency.....pg. #222
- 22. Long Island Tutorial Services, Inc.pg. #230
- 23. Health Source Group.....pg. #238
- 24. Tender Age PT, Inc.pg. #246
- 25. Richard W. Johnson, PT.....pg. #253
- 26. Management and Advisory Group Special Services, Inc.pg. #259
- 27. Metro Therapy, Inc.pg. #264

Health Services Contracts:

- 28. Three Village Central School District.....pg. #272
- 29. Commack Union Free School District.....pg. #278
- 30. Rider to Agreement with Wiedersum.....pg. #281
- 31. SEQRA Resolution for Frank P. Long Steam Pipe Abatement.....pg. #289
- 32. Declaration of Obsolete Equipment.....pg. #290
- 33. Budget Transfers (3)pg. #291
- 34. TAN's Resolution.....pg. #294
- 35. ES BOCES Cooperative Educational Services at \$8,850,206.67.....pg. #296

J. Public Commentary (Non-Agenda Items)

K. Closing Remarks by Board Members

L. Adjournment

**BUDGET VOTE / ANNUAL DISTRICT MEETING PAGE 091 MAY 19, 2015
SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
MINUTES**

The polls, located at Bellport Middle School, 35 Kreamer Street, Bellport, New York, officially opened at 7:00 a.m. by the District Clerk. Voting on the budget, Proposition 2 and the Board of Education Trustees began. The polls officially closed at 9:00 p.m., at which time a tally of the votes were taken. Final results from the Voting Machines and Official Absentee Ballots were recorded as follows:

PROPOSITION NO. 1

Shall the South Country Central School District, Suffolk County, New York, budget for the fiscal year 2015-2016 in the amount of \$123,565,274 be adopted and the requisite portion thereof be raised by taxation on the taxable property of the District?

The Proposition was **APPROVED** by the voters.

<u>YES</u>	<u>NO</u>	<u>%</u>
1,454	478	75

PROPOSITION NO. 2

Shall the members of the Board of Education of the South Country Central School District be decreased to 7 Members from its current 9 Members?

The Proposition was **DEFEATED** by the voters.

<u>YES</u>	<u>NO</u>
941	947

BOARD OF EDUCATION TRUSTEES

To elect THREE (3) Members of the Board of Education for three-year terms ending June 30, 2018;

<u>CANDIDATE</u>	<u># OF VOTES</u>
Christopher Picini *	1,274
Lisa Di Santo *	1,147
Regina Hunt *	1,053
Georgino (Gino) Cruz	733
Biaggia (Jeannette) Mistler	589
<i>Write In Votes</i>	17

*Christopher Picini, Lisa Di Santo and Regina Hunt were elected to three year terms on the South Country School District Board of Education, effective July 1, 2015.

TOTAL NUMBER OF VOTES COUNTED: 1,948

Board of Registry:

Nancy Poulos – District Clerk Allison Neumann – Senior Inspector

Inspectors

Joan Blum	Frances Cornacchiolo	Kathleen Kocher	Michael Risolo
Patricia Bragoli	Mary Dunbar	Kathleen Leone	Toni Risolo
Joanne Colosa	LaNel Kavander	Dawn Moore	Rose Ventiere
			Nita Webb

Respectfully submitted,

Nancy Poulos

District Clerk

**BUSINESS MEETING PAGE 092 MAY 20, 2015
SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
MINUTES**

A. CALL TO ORDER

Board President, Chris Picini called the meeting to order at 6:35 p.m. The meeting took place at District Office, 189 Dunton Ave, E Patchogue.

Board of Education Members Present

Rocco DeVito
Lisa Di Santo
Carol Herrmann
Antoinette Huffine
Julio Morales

Chris Picini
Danielle Skelly
Allison Stines
Cassidy Greco, *Student Ex-Officio Member*

Board Members Absent: Rob Powell.

Others Present: Superintendent Dr. Joseph Giani, Nelson Briggs, Margaret Evers, Kenney Aldrich, School Attorney John Sheahan.

EXECUTIVE SESSION

A motion (Herrmann / Stines) to convene to executive session at 6:35 p.m. to discuss the candidate for the position of Assistant Superintendent for Finance and Management Services, a legal matter regarding a former employee, CSEA negotiations, employee confidential designations, a notice of petition, an alleged property encroachment issue at Bellport High School and the Superintendent's evaluation.

VOTE: *Motion carries unanimously.* 8-Yes, 0-No, Absent (Rob Powell).

Public session reconvened at 7:35 pm.

Board member Toni Huffine led all present in the Pledge of Allegiance.

B. EMERGENCY EVACUATION PROCEDURES / PUBLIC COMMENTARY / SMOKE FREE SCHOOL DISTRICT

Mr. Picini advised of the exits to be used in the event of an emergency, the policy for public commentary at Board meetings and reminded all present that the South Country School District is a smoke-free District, with smoking prohibited in all buildings and on school grounds.

C. BOARD CONSENT AGENDA – APPROVALS

A motion (Stines / Herrmann) to approve the following:

1. Minutes- Business Meeting of April 22, 2015.
3. Treasurer's Report – April 2015
4. Claims Report – February, 2015.

VOTE: *Motion carries unanimously.* 8-Yes, 0-No, Absent (Rob Powell).

A motion (Stines /Huffine) to approve the following:

2. Minutes – Budget Hearing of May 6, 2015.

VOTE: *Motion carries.* 7-Yes, 0-No, 1-Abstain (Di Santo), Absent (Rob Powell).

D. COMMUNICATIONS AND ANNOUNCEMENTS

1. Student Commendations

• Athletics

The following students were recognized for their exceptional accomplishments by Mr. Bob McIntyre, Director of Health, Physical Education and Athletics:

Suffolk Zone Winners: Frank P. Long students Jack Halpin, Angela Nadeau, and Middle School students, Valentina Banellis and Joseph Durham.

All State Player of the Year: Arella Guirantes

Special Olympics: High School students Nana Amankwah, Deanna Boylan, Jimmy Garcia, Jillian Kelvas, Joseph Maddalone and Middle School students, Taishawn Augustin, Gina Di Martino, Jason Olsen, Thomas Spiotta, and Ethan Wilson.

• Bellport Middle School Washington DC Trip

Principal Travis Davey introduced Mr. Frankie and Mr. Kinigson, who gave a video presentation highlighting the annual Washington DC Trip. Middle School student representatives, Angelina Caroli, Thomas Wilson IV, Grace Arman and Kyle Climan, were given the honor of laying the wreath at the Tomb of the Unknown Soldier at Arlington National Cemetery.

2. Superintendent's Report

• Budget Vote

Dr. Giani expressed his gratitude and thanked residents, faculty and staff for their overwhelming support. The budget passed by 75%, with a 3 to 1 approval. The proposition to reduce the number of Board members from 9 to 7 failed. Incumbents Chris Picini and Lisa Di Santo were re-elected, as well as newcomer Regina Hunt.

• Air Monitoring at Frank P. Long School

In cooperation with the Town of Brookhaven, the District is participating in the Odor and Dust Monitoring Program for the Brookhaven Landfill. Frank P. Long School has been selected as one of the off-site locations and representatives will be visiting and performing an initial site inspection of Frank P. Long.

• National Letter of Intent

The following student athletes signed a "National Letter of Intent" to play sports in college:

Mariah Jno-Charles: Cross Country, Pace University.

James Watkins: Football, Southern Connecticut.

Justin Keiser: Golf, Felician College.

3. Trustee Reports

- The Fine and Performing Arts Show was a most comprehensive and wonderful display of our district's fine and performing arts program. Hats off to our Art and Music departments.
- The Middle School students had a wonderful experience at Frost Valley. Thanks to all involved.
- Thank you to Cassidy Greco for coordinating the prom dress program.
- Congratulations for a successful budget vote.
- The High School Variety Show was a great showcase of our students' talent.
- Special thanks to Lynette Murphy for the Compass Unity workshop, "Healthy Relationships".

E. PUBLIC COMMENTARY (Agenda Items)

None.

F. ITEMS FOR DISCUSSION/ ACTION

A motion (Herrmann / DeVito) to approve the following:

1. 2015-2016 Board Meeting Calendar

VOTE: *Motion carries unanimously.* 8-Yes, 0-No, Absent (Rob Powell).

2. Future Facility Use

Dr. Giani advised on administration's recommendations to the Board on the proposed use for the Annex, South Haven and the Trailer across from Central Office. A draft of the Universal Pre-K RFP will be forwarded to Board members.

3. First Reading of Policies

- a. Policy 1410: Policy and Administrative Regulations.
- b. Policy 1650: Submission of Questions and Propositions at the Annual Meeting and Elections and Special District Meetings.
- c. Policy 5220: District Investments.
- d. Policy 5672: Information Security Breach and Notification.
- e. Policy 7320: Alcohol, Tobacco, Drugs and Other Substances (Students).
- f. Policy 7530: Child Abuse and Maltreatment.

G. BOARD CONSENT AGENDA - CURRICULUM AND INSTRUCTION

A motion (Skelly / De Vito) to approve the following:

1. CSE/SCSE Minutes.
2. CPSE Minutes.

VOTE: *Motion carries unanimously.* 8-Yes, 0-No, Absent (Rob Powell).

H. BOARD CONSENT AGENDA – PERSONNEL

A motion (Herrmann / Morales) to approve the following:

1. Resignations, Terminations and Return from Leave of Absence.
2. Instructional New Appointments.
3. Non-Instructional New Appointments.
4. Recalls.
5. Additional Work.
6. Salary Schedule Changes/Adjustments.
7. Substitutes.
8. Lead Evaluators Training and Certification.

VOTE: *Motion carries unanimously.* 8-Yes, 0-No, Absent (Rob Powell).

Dr. Giani announced two new teachers who were approved this evening, Natalie Restrepo and Robert Cuffie, and introduced Sammy Gergis, who was just approved as the Assistant Superintendent for Finance and Management Services.

I. BOARD CONSENT AGENDA – BUSINESS

A motion (Herrmann / DeVito) to approve the following:

1. Health Services Contract – Riverhead Central School District.

BUSINESS MEETING PAGE 095 MAY 20, 2015

2. Amendment to Consultant Services Agreement- Diana Browning Wright.
3. Donation from DonorsChoose.org.
4. Budget Transfer.
5. Items for Discard- Kreamer Street Elementary School.
6. Declaration of Obsolete Equipment.
7. Consultant Services Agreement- Little Angels Center.
8. Employee Benefits Agreements.
9. Historical Book Declaration.

VOTE: *Motion carries unanimously.* 8-Yes, 0-No, Absent (Rob Powell).

J. PUBLIC COMMENTARY (Non-Agenda Items).

None.

K. CLOSING REMARKS BY BOARD MEMBERS

- Issue with buses coming home from Frost Valley.
- Request to look at costs for custodial overtime.
- Using teaching assistants as substitutes.
- Thanks to DonorsChoose.org for their generosity to our District.
- Request for update on the success of the Alternative Ed program.
- Update on Academic Study Center.

EXECUTIVE SESSION

A motion (Herrmann / DeVito) to convene to executive session at 9:45 p.m. to discuss an alleged property encroachment issue at Bellport High School and the Superintendent's evaluation.

VOTE: *Motion carries unanimously.* 8-Yes, 0-No, Absent (Rob Powell).

Public session reconvened at 10:30 pm.

L. ADJOURNMENT

A motion (Herrmann / Morales) to adjourn the meeting at 10:30 pm.

VOTE: *Motion carries unanimously.* 8-Yes, 0-No, Absent (Rob Powell).

Respectfully submitted,

Nancy Poulos

Nancy Poulos
District Clerk

Attachments

TO: Board of Education of South Country Central School District
FROM: Denise Longobardi, Claims Auditor
RE: Purchase Order/ Warrant Review March 2015
DATE: April 1, 2015

I have reviewed and approved for payment the warrants and purchase orders for the period of March 2015. The warrants reviewed include the following:

<u>Warrant #</u>	<u>Date</u>	<u>Fund</u>	<u>\$ Amount</u>
31	3/11/15	General	\$1,681,795.69
32	3/25/15	General	\$ 0.00
33	3/25/15	General	\$ 825,148.86
18	3/11/15	Federal Fund	\$ 54,433.50
19	3/25/15	Federal Fund	\$ 7,044.65
17	3/11/15	Cafeteria	\$ 1,164.36
18	3/25/15	Cafeteria	\$ 114,753.92
11	3/13/15	Capital H3	\$ 0.00
36	2/27/15	Trust & Agency	\$2,167,964.34 **
37	2/13/15	Trust & Agency	\$ 109,468.88
38	3/13/15	Trust & Agency	\$2,062,338.59
39	3/25/15	Trust & Agency	\$2,128,490.79
40	3/25/15	Trust & Agency	\$ 7,772.85

** Not previously reported on February 2015 Report

The exceptions and recommendations noted during the period include the following:

1. Confirming Purchase order-During my review of purchase orders in the month of March 2015, I have found 5 instances in which the expense was incurred prior to the purchase order being approved by the purchasing agent. I have found that the purchases were not emergency situations, and the expense date was before the purchase order date. I recommend using "open" purchase orders for vendors used frequently in this situation.
 - NSSA- check 24617, p.o. 152506, p.o. date 2/26/15, invoice date 12/31/14, invoice 818, \$900.00; p.o. 15-2505, p.o. date 2/26/15, invoice date 11/30/14, invoice 791, \$400.00; p.o. 15-2507, p.o. date 2/26/15, invoice date 12/31/14, invoice 819, \$600.00. Initiated by Student Support Services.
 - Phyllis Virno- check 24621, p.o. 15-2514, p.o. date 2/28/15, expense reimbursement 1/21/15, \$85.28, initiated by Central Office- C. Davis.
 - Edward Mass- check 98792, p.o. 15-2520, p.o. date 2/28/15, expense reimbursement 2/21/15, initiated by Central Office- C. Davis.
 - SCMEA- 98822, p.o. 15-2523, SCM14-15, \$585.00, p.o. date 2/28/15, invoice 2/11/15, initiated by J. Uzzi- Bellport HS.

- Helping Hands Consultation Svc- check 99191, p.o. 15-2619, p.o. date 3/24/15, invoices dated 12/31/14, 1/31/15, and 2/28/15, \$8,240.00, initiated by Southhaven- Seidman/Meyer.
2. The following payments had invoice dates that were over 90 days old when paid. Accounts Payable made several attempts to obtain approval to pay for the purchase from the purchase order initiator. The payments were as follows:
- Acco Brands USA,LLC- check 98731, p.o. 15-1632, invoice date 9/30/14, \$412.00, initiated by M. Buxenbaum- Kreamer Street School.
 - National Art & School Supplies- check 98799, p.o. 15-1023, invoice 46535, invoice date 9/11/14, \$142.77,initiated by M. Procida- Brookhaven School.
 - Oxford Univ Press USA- check 98806, p.o. 15-1760, invoice 97129885, invoice date 10/6/14, initiated by L. McCray- Bellport M.S..
 - Passons Sports- check 98808, p.o. 15-0616, invoice 96262590, invoice date 8/15/14, \$ 559.71, initiated by Mr. Champlin- Verne Critz School.
 - VWR International- check 98843, p.o. 15-1077, invoice 8059026772, \$14.20, invoice date 9/22/14.
 - Wards Natural Science Est.LLC- check 98844, p.o. 15-1312, invoice 8059026773, \$41.29, invoice date 9/22/14, initiated by Eric Kramer, Bellport M.S.
 - Wegner Corp.- check 98846, p.o. 15-0693, invoice 670045, \$548.00, invoice 7/25/14, initiated Henry Finnegan, Brookhaven School.
 - Childcraft Education Corp.- check 99175, p.o. 15-0340, invoice date 7/29/14, \$36.46, initiated by Brookhaven- Barbara Blackford.
 - MARPAC- check 99209, p.o. 15-1830, invoice date 10/23/14, \$54.95, initiated by Bellport-M. Mazziotti.
 - PARCO Scientific- check 99221, p.o. 15-1048, invoice date 10/2/14, \$165.00, initiated by Bellport MS- C. Bellante.
 - School Specialty Inc.- check 99235 and 99236, 21 purchase orders from July 2014, 21 invoices dated 7/29/14, initiated by FP Long, Verne Kritz, Brookhaven, and Bellport MS, \$3,464.46.
 - Ward's Natural Science Est. LLC- check 99254, p.o. 15-1304, invoice dated 7/30/14, \$24.64, initiated by Bellport HS- A. Fernandes.
 - Childcraft Education Corp.- check 98756, p.o. 15-0355, invoice date 7/24/14, \$ 99.94, initiated by R. Bilski- Kreamer Street School.
3. NAPA Auto Parts- check 99214, p.o. 15-0251, invoice 63042,invoice date 2/2/15, \$115.43 was processed with a non-original invoice. Initiated by Facilities.

Number of exceptions noted: 19
 Number of checks processed: 658
 Error percentage: 2.89%

CC: Ken Aldrich –Interim Assistant Superintendent for Business

TO: Board of Education of South Country Central School District
 FROM: Denise Longobardi, Claims Auditor
 RE: Purchase Order/ Warrant Review April 2015
 DATE: May 1, 2015

I have reviewed and approved for payment the warrants and purchase orders for the period of April 2015. The warrants reviewed include the following:

<u>Warrant #</u>	<u>Date</u>	<u>Fund</u>	<u>\$ Amount</u>
34	4/8/15	General	\$ 0.00
35	4/8/15	General	\$1,718,884.90
36	4/24/15	General	\$2,921,967.93
20	4/8/15	Federal Fund	\$ 36,464.22
21	4/24/15	Federal Fund	\$ 25,253.81
19	4/8/15	Cafeteria	\$ 2,664.31
20	4/24/15	Cafeteria	\$ 179,959.83
12	4/8/15	Capital H3	\$ 72.19
41	4/8/15	Trust & Agency	\$ 0.00
42	4/8/15	Trust & Agency	\$ 107,568.11
43	4/10/15	Trust & Agency	\$2,104,333.62
44	4/24/15	Trust & Agency	\$2,082,299.03
45	4/24/15	Trust & Agency	\$ 9,372.99

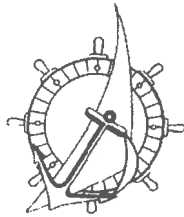
The exceptions and recommendations noted during the period include the following:

1. Confirming Purchase order-During my review of purchase orders in the month of April 2015, I have found 7 instances in which the expense was incurred prior to the purchase order being approved by the purchasing agent. I have found that the purchases were not emergency situations, and the expense date was before the purchase order date. I recommend using "open" purchase orders for vendors used frequently in this situation.
 - Cleary School For the Deaf- check 24627, p.o. 15-2649, p.o. date 3/31/15, invoice 3/15/15, \$18,700.00. Initiated by South Haven- Seidman/Meyer.
 - Treasurer Bay Shore UFSD- check 99268, p.o. 15-2481, p.o. date 2/26/15, invoice date 1/26/15, \$6,444.18, initiated by Central Office.
 - Camera Concepts- check 99271, p.o. 15-2394, p.o. date 1/31/15, invoice 101444, invoice dated 1/22/15; invoice 101448, invoice dated 1/12/15; invoice 101450, invoice dated 1/9/15; In addition, invoice 101355, invoice date 9/10/14, Over 90 days old when paid invoice. \$ 1,942.00.
 - James McKeever Esq.-check 99319, p.o. 15-2626, p.o. date 3/26/15, invoice date 3/16/15, \$1,175.00. Initiated by Student Support Services.
 - Middle Country CSD- check 99321, p.o. 15-2487, p.o. date 2/26/15, invoice date 12/10/14, \$6,356.48, initiated by Central Office.

- Tina Millman- check 99322, p.o. 15-2628, p.o. date 3/26/15, invoice date 3/11/15, \$400.00, initiated by Student Support Services.
 - Kathleen P. Munisteri- check 99462, p.o. 15-2678, p.o. date 4/9/15, invoices dated 8/12/14, 10/30/14, and 3/18/14, \$136.75, initiated by Brookhaven Elementary.
2. The following payments had invoice dates that were over 90 days old when paid. Accounts Payable made several attempts to obtain approval to pay for the purchase from the purchase order initiator. The payments were as follows:
- School Specialty- check 99345, p.o. 15-0448, invoice 308101967532, invoice date 7/29/14, \$199.94, initiated by Allison Schelin- F.P. Long.
 - Tender Age PT, Inc.- check 99359, p.o. 15-1415, November 2014 Billing. Vendor is not billing district in a timely manner. Billed for November 2014 in February 2015.
 - Emerald Island Supply Co.- check 99419, p.o. 15-2003, invoice 273046, invoice date 10/31/14, initiated by Bellport M.S.- P. Piraino.
 - Metro Therapy, Inc.- check 99458, p.o. 15-1414, invoice number 200.675, invoice dated 11/18/14, \$200.00, initiated by Student Support Services.
 - Sax Arts & Crafts- check 99485, p.o. 15-2112, invoice 208113701515, invoice dated 12/4/14, initiated by Bellport HS- Brian Gauler.
 - School Specialty Inc.- check 99489, p.o. 15-0441,15-0061, 15-0427, &15-0757, 2 invoices dated 7/29/14 generated by FP Long Elementary, 1 invoice dated 7/31/14 generated by Kreamer Elementary, and 1 invoice dated 8/29/14, generated by Verne Critz.
 - Suntex International Inc.- check 99505, p.o. 15-0152, invoice 242400, invoice dated 9/17/14, \$654.66, initiated by F.P. Long- P. Fortunato.
3. NAPA Auto Parts- check 99323, p.o. 15-0251, invoice 68229,invoice date 3/23/15, \$146.50 was processed with a non-original invoice. Initiated by Facilities.
4. LIASEA- check 24641, p.o. 15-2497, invoice 5221, \$40.00. District paid for conference and employee did not attend. Cancellation was not executed in a timely manner. Initiated by Student Support Services for Carson.
5. Bellport Village Farmers Market- check 99388, p.o. 15-1442, invoice 230002 dated 3/26/15, \$72.69, missing original cash register receipt.

Number of exceptions noted: 17
 Number of checks processed: 381
 Error percentage:4.46 %

CC: Ken Aldrich –Interim Assistant Superintendent for Business



SOUTH COUNTRY

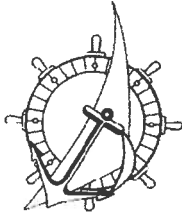
CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION AGENDA MATERIAL

DATE OF BOARD MEETING: **June 10, 2015**
OFFICE OF ORIGIN: **District Clerk**
DATE MATERIAL SUBMITTED: **June 1, 2015**
CATEGORY OF ITEM: **Action**
TITLE: NYSSBA Annual Convention

RESOLVED, the Board of Education hereby approves the attendance of Board member Carol Herrmann at NYSSBA's Summer Law Conference, Latham, NY, 7/17/15 and authorizes the associated costs of registration and related expenses, pursuant to District policy.

Not an official record; subject to change



SOUTH COUNTRY

CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION AGENDA MATERIAL

DATE OF BOARD MEETING: **June 10, 2015**
OFFICE OF ORIGIN: **District Clerk**
DATE MATERIAL SUBMITTED: **June 1, 2015**
CATEGORY OF ITEM: **Action**
TITLE: NYSSBA Annual Convention

RESOLVED, the Board of Education hereby approves the attendance of Board members Chris Picini and Carol Herrmann at NYSSBA's Annual Convention & Educational Expo, NYC, 10/18/15 to 10/20/15 and authorizes the associated costs of registration and related expenses, pursuant to District policy.

Not an official record; subject to change



Preliminary Energy Assessment
Prepared for
**South Country
Central School District**
February 2015

ECG
ENGINEERING, P.C.

New York • Connecticut • Pennsylvania •
New Jersey • Florida • South Carolina •

Table of Contents

- I. Introduction
- II. Methodology
- III. Significant Findings
- IV. Conclusions and Recommendations

Appendices

- A. Sample Pro Forma
- B. Energy Efficiency Worksheets

I. Introduction

ECG Engineering, PC. (ECG) performed a preliminary energy assessment of the South Country Central School District. The sole purpose of this assessment was to determine if sufficient energy savings could be realized to justify pursuing an Energy Performance Contract (EPC). This report is not intended to be a comprehensive, site-specific evaluation of all District facilities. That type of specific information will follow with the solicitation of proposals from competing Energy Services Companies (ESCOs). Our preliminary findings indicate a \$2.9 to \$3.1 million Energy Performance Contract opportunity, plus approximately \$2.8 million in cash flow, is possible and will be discussed in detail in this report.

II. Methodology

Using your district's most recent energy data, ECG's engineers evaluated the energy efficiency of each building to determine its Energy Usage Intensity (EUI) score. The EUI is a measure of your buildings' energy consumption in relation to square footage and allows comparison with other K-12 school buildings of similar configuration (see Appendix B).

ECG then evaluated the District's 2010 Building Condition Surveys (BCS). Building systems and conditions were reviewed for energy savings opportunities to further verify and validate EUI scores.

Based on this evaluation, a conservative estimate of energy savings as a percentage of total energy cost was determined. The potential percent reduction is determined for each building individually and is based primarily on the relative efficiency of the EUI score result. The potential size of the opportunity for each building and the potential scope is further refined based on knowledge of the actual building conditions, learned from the BCS report and discussions with Charles Delargy, Assistant Superintendent for Business. Information about prior replacement of large areas of lighting or building management systems, central A/C, or installation of new heating plants would be examples of conditions that reduce the potential for savings and are therefore considered in the preparation of this report. In general, the following guidelines are used to determine the total energy savings available for your district:

Energy Savings Potential

EUI Score	Efficient 30-49	Moderately Efficient 50-59	Less Efficient 60-69	Inefficient 70-89	Very Inefficient 90-100+
% Reduction	1 - 10%	11 - 15%	16 - 20%	21 - 23%	24 - 25%

A conservative/reasonable percent reduction was determined for each building in the district. This energy savings estimate was then used to determine the total district-wide project size and scope that could be funded using the EPC process, while maintaining a positive cash flow over the full term of the project. A sample Pro Forma has been included to demonstrate cash flow over the project term (see Appendix A).

III. Significant Findings

The EUI (Energy Usage Intensity) score for each building in the district is shown below. Each row represents an efficiency benchmark score. Each building's score has been entered in the efficiency range the score represents. A complete report for each building can be found in Appendix B.

EUI	Energy Efficiency	South Haven School	Kreamer Street Elementary School	Brookhaven Elementary School	Bellport Middle School
30-49	Efficient				
50-59	Moderately Efficient				
60-69	Less Efficient				66
70-89	Inefficient		79	72	
90-100+	Very Inefficient	99			

EUI	Energy Efficiency	Frank P. Long Intermediate School	Bellport High School	Verne W. Critz Elementary School	Administration / Head Start	District Overall
30-49	Efficient					
50-59	Moderately Efficient	59	59			
60-69	Less Efficient				68	66
70-89	Inefficient			77		
90-100+	Very Inefficient					

Based on the charts above, the South Haven, Kreamer St. ES, Brookhaven ES, Bellport MS, Verne W. Critz ES and Administration / Head Start buildings have various degrees of inefficient energy use and present an opportunity to generate significant energy savings through the EPC process.

Based on review of your Building Condition Survey and discussions with Charles Delargy, we have determined that the following potential facility improvements could be performed to improve the efficiency scores shown above. Measures are generally broken down into fast payback items (less than 18 years) and slow payback items (more than 18 years). Fast payback items produce cash flow that can be used to offset the cost of longer payback items and provide a cash-positive total project over the full 18 year term.

FAST PAYBACK MEASURES

Examples of fast payback measures identified for your district include the following:

- De-lamp any over lit classrooms and add specular reflectors.
- Replace T8 3 lamp troffers with T5HO – 2 lamp troffers.
- Upgrade, if appropriate, any older gymnasium lighting from ~400 watt metal halides or sodium lamps to T5HO high bay fixtures.
- Add daylight harvesting to exterior halls and classrooms if appropriate.
- Add day-lighting system to digital control system.
- Add or optimize occupancy sensing as appropriate for efficient lighting and demand-controlled ventilation (CO₂ measuring sensors).
- Upgrade Energy Management Systems (EMS) to provide DDC to pneumatically controlled rooms and hallway areas.
- Add all air handling units, exhaust fans and unit ventilators to digital control system, in cases where not currently controlled and expand control to exhaust fans.
- Weatherization upgrades- Repair or replace door sweeps and seals, seal around window frames, add insulation to attic areas, seal roof eaves and flashing where air infiltration occurs in all buildings.

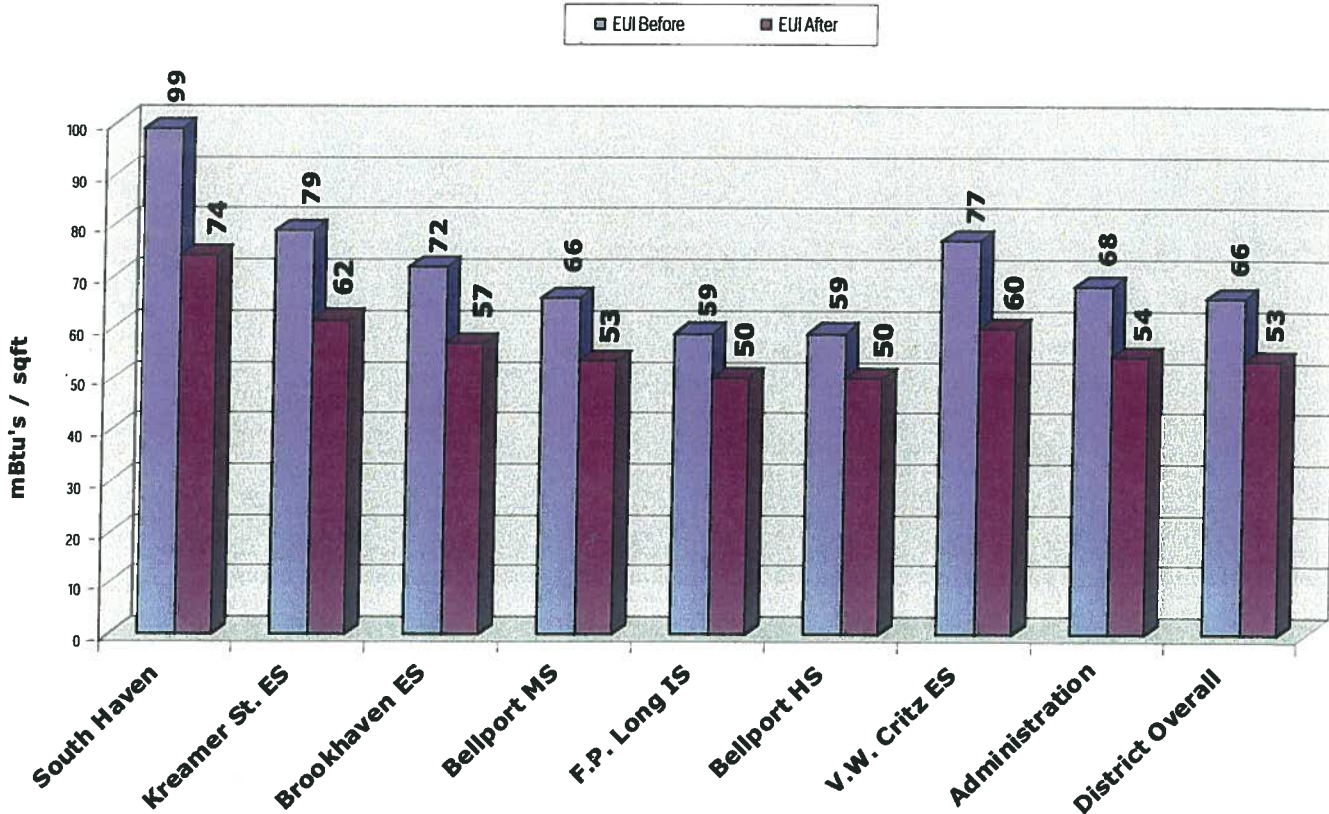
SLOW PAYBACK MEASURES

Examples of slow payback capital improvements as noted in your BCS reports that could be supported by the fast payback energy savings measures noted above include the following. Please note that the quantity of these measures that can be addressed depends on the extent of savings remaining from fast payback measures. It is not likely that all of these measures will be included in the final project. The District should, however, identify priorities within this list to ensure ESCOs give proper consideration to the district's specific desires during the RFP process.

- Install one or more renewable energy technologies, such as wind turbines or photovoltaic (solar) systems to generate clean energy and serve as an educational tool.
- Replace or refurbish roof top exhaust fans as appropriate.
- Replace/Upgrade A/C systems as appropriate.
- Replace/Upgrade older boilers/furnaces as appropriate.
- Replace older windows as appropriate.
- Replace older exterior doors as appropriate.
- Replace water distribution pumps with premium efficiency, variable-speed units as appropriate.
- Addition of solar and ultraviolet light rejecting film to windows to increase U-Value (insulation) where practical.

The potential energy savings estimated herein for each building is based on energy usage intensity (EUI) and building conditions (see chart on page 2 for energy savings potential). The savings amount determined from energy savings, over 18 years, along with your district's *eligible* State Aid Ratio of 66.2%* is used to determine the total project costs that can be supported. Please note that State Aid is reduced by 10% for an EPC project.

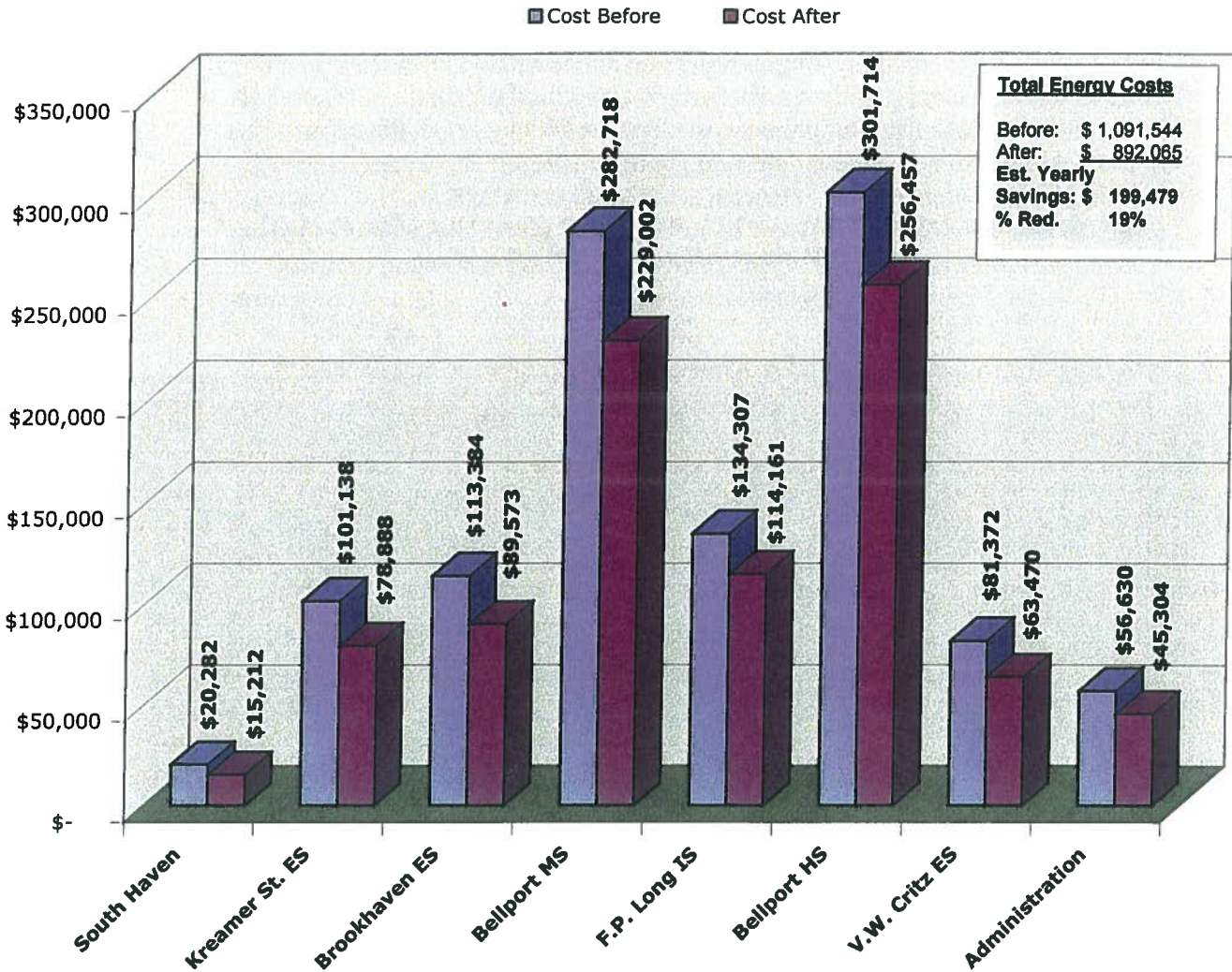
Energy Usage Rates (Intensity) by Building Before and After Project (mBtu's per Square Foot)



A comparison of your District's energy usage rate (intensity) before and after improvements is shown above. While modest improvements can be made through the upgrade of energy-related systems, it is important to keep in mind that there are a number of external factors beyond the scope of an energy project that affect a building's overall efficiency. Items such as the building's age, construction type and materials, overall condition, building layout and size, occupancy and usage patterns, and age of building systems all contribute to the building's overall intensity score. The goal of an EPC is to improve upon the current intensity scores by focusing on energy-related systems that can be reasonably addressed through upgrade and optimization and fully pay for themselves with energy savings.

*Aid ratio based on percentage published in NYSED's Building Summary Aid Report, dated February 1, 2013.

Energy Costs per year by Building (In Dollars)



IV. Conclusions and Recommendations

The energy-efficiency assessment of the building systems at the South Country Central School District revealed a \$2.9 to \$3.1 million Energy Performance Contract (EPC) opportunity, plus approximately \$2.8 million in cash flow, resulting from energy savings and the District's eligible state aid. A performance contract will allow the South Country Public Schools to upgrade some of the energy consuming systems listed above, and possibly others, to improve the overall indoor learning environment with no out-of-pocket cost and no risk.

The district should consider moving ahead with a request for proposals (RFP) to further identify the specific scope and size of its energy project.

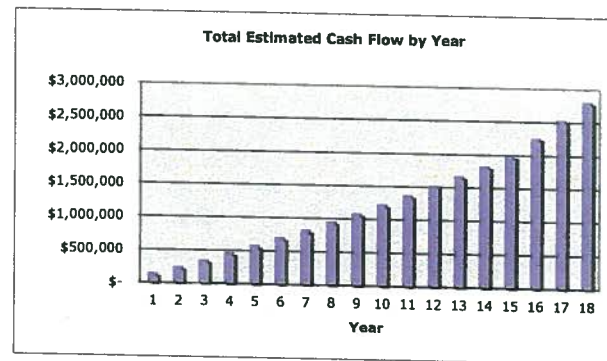
APPENDIX A: SAMPLE PRO FORMA

**South Country Central School District
Preliminary Financial Analysis**

Total Project Cost (1)	\$ 3,000,000
Total Project Value (2)	\$ 5,819,335
Annual Energy Savings (3)	\$ 199,479
Energy Escalation (4)	2%
Interest Rate (5)	4.00%
Term (6)	15
Project Term (7)	18
State Aid Ratio (-10% for Non-Voter Approved) (8)	66.2%

- (1) Total fundable project cost with completely positive cash flow over term
- (2) Total Project value is the sum of Project Cost and Cumulative Cash Flow over 18 years
- (3) Estimated energy savings, based on a 5% - 20% reduction in energy consumption
- (4) NYSED approved Energy Costs Inflation Rate
- (5) Financing interest rate
- (6) Financing term in years
- (7) Total length of Project (Max of 18 years)
- (8) School state aid ratio paid for 15 years. Ratio is reduced 10% if voter approval is not sought

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Lease Payment (Principal)		\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Lease Payment (Interest)		\$ 69,823	\$ 69,823	\$ 69,823	\$ 69,823	\$ 69,823	\$ 69,823	\$ 69,823	\$ 69,823	\$ 69,823
Lease Payment (Principal + Interest)		\$ 269,823	\$ 269,823	\$ 269,823	\$ 269,823	\$ 269,823	\$ 269,823	\$ 269,823	\$ 269,823	\$ 269,823
Projected Energy Savings - Rebate / Incentives (LIPA, NGRID, etc.)	Construction Year	\$ 199,479	\$ 203,469	\$ 207,538	\$ 211,689	\$ 215,922	\$ 220,241	\$ 224,646	\$ 229,139	\$ 233,721
State Building Aid (95% Aidable Project)		\$ 50,000								
Net Cash to School District Each Year	Payments begin After Upgrades Completed	\$ 169,692	\$ 169,692	\$ 169,692	\$ 169,692	\$ 169,692	\$ 169,692	\$ 169,692	\$ 169,692	\$ 169,692
Cumulative Cash Flow		\$ 149,348	\$ 103,337	\$ 107,407	\$ 111,557	\$ 115,791	\$ 120,110	\$ 124,514	\$ 129,007	\$ 133,590
		\$ 149,348	\$ 252,685	\$ 360,091	\$ 471,649	\$ 587,440	\$ 707,549	\$ 832,063	\$ 961,071	\$ 1,094,661
	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Total
Lease Payment (Principal)	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000				
Lease Payment (Interest)	\$ 69,823	\$ 69,823	\$ 69,823	\$ 69,823	\$ 69,823	\$ 69,823				
Lease Payment (Principal + Interest)	\$ 269,823	\$ 269,823	\$ 269,823	\$ 269,823	\$ 269,823	\$ 269,823				\$ 4,047,350
Projected Energy Savings	\$ 238,396	\$ 243,164	\$ 248,027	\$ 252,988	\$ 258,047	\$ 263,208	\$ 268,472	\$ 273,842	\$ 279,319	\$ 4,271,307
State Building Aid (95% Aidable Project)	\$ 169,692	\$ 169,692	\$ 169,692	\$ 169,692	\$ 169,692	\$ 169,692				\$ 2,545,378
Net Cash to School District Each Year	\$ 138,264	\$ 143,032	\$ 147,896	\$ 152,856	\$ 157,916	\$ 163,077	\$ 268,472	\$ 273,842	\$ 279,319	\$ 2,819,335
Cumulative Cash Flow	\$ 1,232,925	\$ 1,375,957	\$ 1,523,853	\$ 1,676,709	\$ 1,834,625	\$ 1,997,702	\$ 2,266,175	\$ 2,540,016	\$ 2,819,335	\$ 2,819,335



APPENDIX B: ENERGY EFFICIENCY WORKSHEETS

South Country Central School District South Haven School

When your Total Annual Energy Usage is divided by your gross floor area, a Energy Use Intensity (EUI) can be calculated

Your Building's Energy Use Intensity (EUI) Score is: 99 mBtu/sqft

Based on U.S. Department of Energy Information and ECG's experience, the following are benchmark EUI's for typical K-12 School Buildings. Based on this scale, your relative Building Energy Efficiency is shown below:

Energy Efficient	Moderate	Less Efficient	Energy Inefficient	Very Inefficient
30 - 49	50 - 59	60 - 69	70 - 89	90 - 100+
				99

Energy Efficiency Analysis Worksheet

Fuel	Annual fuel use	Fuel units		Multiplier		Annual energy use in source mBtu's
Electricity	90,000	kWh	x	3.413	=	307,170
Natural gas		MCF	x	1000	=	-
Natural gas		CCF	x	100	=	-
Natural gas	8,933	therms	x	100	=	893,300
Fuel oil #2		gallons	x	139	=	-
Kerosene		gallons	x	135	=	-
Propane		gallons	x	91	=	-
Total Annual Source Energy Use (kBtu)						1,200,470

Your Building's Gross Square Footage of Floor Area: 12,180 sq. ft.

When your Total Annual Source Energy is divided by your gross floor area your Building's annual source Energy Use Intensity(EUI), is calculated to be: 99 (in mBtu/sf)

South Country Central School District Kreamer Street Elementary School

When your Total Annual Energy Usage is divided by your gross floor area, a Energy Use Intensity (EUI) can be calculated

Your Building's Energy Use Intensity (EUI) Score is: 79 mBtu/sqft

Based on U.S. Department of Energy Information and ECG's experience, the following are benchmark EUI's for typical K-12 School Buildings. Based on this scale, your relative Building Energy Efficiency is shown below:

Energy Efficient	Moderate	Less Efficient	Energy Inefficient	Very Inefficient
30 - 49	50 - 59	60 - 69	70 - 89	90 - 100+
			79	

Energy Efficiency Analysis Worksheet

Fuel	Annual fuel use	Fuel units		Multiplier		Annual energy use in source mBtu's
Electricity	470,880	kWh	x	3.413	=	1,607,113
Natural gas		MCF	x	1000	=	-
Natural gas		CCF	x	100	=	-
Natural gas	26,839	therms	x	100	=	2,683,900
Fuel oil #2		gallons	x	139	=	-
Kerosene		gallons	x	135	=	-
Propane		gallons	x	91	=	-
Total Annual Source Energy Use (kBtu)						4,291,013

Your Building's Gross Square Footage of Floor Area: 54,000 sq. ft.

When your Total Annual Source Energy is divided by your gross floor area your Building's annual source Energy Use Intensity(EUI), is calculated to be: 79 (in mBtu/sf)

South Country Central School District

Brookhaven Elementary School

When your Total Annual Energy Usage is divided by your gross floor area, a Energy Use Intensity (EUI) can be calculated

Your Building's Energy Use Intensity (EUI) Score is: 72 mBtu/sqft

Based on U.S. Department of Energy Information and ECG's experience, the following are benchmark EUI's for typical K-12 School Buildings. Based on this scale, your relative Building Energy Efficiency is shown below:

Energy Efficient	Moderate	Less Efficient	Energy Inefficient	Very Inefficient
30 - 49	50 - 59	60 - 69	70 - 89	90 - 100+
			72	

Energy Efficiency Analysis Worksheet

Fuel	Annual fuel use	Fuel units		Multiplier		Annual energy use in source mBtu's
Electricity	461,720	kWh	x	3.413	=	1,575,850
Natural gas		MCF	x	1000	=	-
Natural gas		CCF	x	100	=	-
Natural gas	57,469	therms	x	100	=	5,746,900
Fuel oil #2	-	gallons	x	139	=	-
Kerosene		gallons	x	135	=	-
Propane		gallons	x	91	=	-
Total Annual Source Energy Use (kBtu)						7,322,750

Your Building's Gross Square Footage of Floor Area: 102,270 sq. ft.

When your Total Annual Source Energy is divided by your gross floor area your Building's annual source Energy Use Intensity(EUI), is calculated to be: 72 (in mBtu/sf)

South Country Central School District Bellport Middle School

When your Total Annual Energy Usage is divided by your gross floor area, a Energy Use Intensity (EUI) can be calculated

Your Building's Energy Use Intensity (EUI) Score is: 66 mBtu/sqft

Based on U.S. Department of Energy Information and ECG's experience, the following are benchmark EUI's for typical K-12 School Buildings. Based on this scale, your relative Building Energy Efficiency is shown below:

Energy Efficient	Moderate	Less Efficient	Energy Inefficient	Very Inefficient
30 - 49	50 - 59	60 - 69	70 - 89	90 - 100+
		66		

Energy Efficiency Analysis Worksheet

Fuel	Annual fuel use	Fuel units	Multiplier	Annual energy use in source mBtu's
Electricity	1,170,300	kWh	x 3.413 =	3,994,234
Natural gas		MCF	x 1000 =	-
Natural gas		CCF	x 100 =	-
Natural gas	85,152	therms	x 100 =	8,515,200
Fuel oil #2	-	gallons	x 139 =	-
Kerosene		gallons	x 135 =	-
Propane		gallons	x 91 =	-
Total Annual Source Energy Use (kBtu)				= 12,509,434

Your Building's Gross Square Footage of Floor Area: 188,300 sq. ft.

When your Total Annual Source Energy is divided by your gross floor area your Building's annual source Energy Use Intensity(EUI), is calculated to be: 66 (in mBtu/sf)

South Country Central School District

Frank P. Long Intermediate School

When your Total Annual Energy Usage is divided by your gross floor area, a Energy Use Intensity (EUI) can be calculated

Your Building's Energy Use Intensity (EUI) Score is: 59 mBtu/sqft

Based on U.S. Department of Energy Information and ECG's experience, the following are benchmark EUI's for typical K-12 School Buildings. Based on this scale, your relative Building Energy Efficiency is shown below:

Energy Efficient	Moderate	Less Efficient	Energy Inefficient	Very Inefficient
30 - 49	50 - 59	60 - 69	70 - 89	90 - 100+
	59			

Energy Efficiency Analysis Worksheet

Fuel	Annual fuel use	Fuel units		Multiplier		Annual energy use in source mBtu's
Electricity	747,900	kWh	x	3.413	=	2,552,583
Natural gas		MCF	x	1000	=	-
Natural gas		CCF	x	100	=	-
Natural gas	43,145	therms	x	100	=	4,314,500
Fuel oil #2		gallons	x	139	=	-
Kerosene		gallons	x	135	=	-
Propane		gallons	x	91	=	-
Total Annual Source Energy Use (kBtu)						6,867,083

Your Building's Gross Square Footage of Floor Area: 116,850 sq. ft.

When your Total Annual Source Energy is divided by your gross floor area your Building's annual source Energy Use Intensity(EUI), is calculated to be: 59 (in mBtu/sf)

South Country Central School District Bellport High School

When your Total Annual Energy Usage is divided by your gross floor area, a Energy Use Intensity (EUI) can be calculated

Your Building's Energy Use Intensity (EUI) Score is: 59 mBtu/sqft

Based on U.S. Department of Energy Information and ECG's experience, the following are benchmark EUI's for typical K-12 School Buildings. Based on this scale, your relative Building Energy Efficiency is shown below:

Energy Efficient	Moderate	Less Efficient	Energy Inefficient	Very Inefficient
30 - 49	50 - 59	60 - 69	70 - 89	90 - 100+
	59			

Energy Efficiency Analysis Worksheet

Fuel	Annual fuel use	Fuel units		Multiplier		Annual energy use in source mBtu's
Electricity	1,544,820	kWh	x	3.413	=	5,272,471
Natural gas		MCF	x	1000	=	-
Natural gas		CCF	x	100	=	-
Natural gas	116,504	therms	x	100	=	11,650,400
Fuel oil #2	-	gallons	x	139	=	-
Kerosene		gallons	x	135	=	-
Propane		gallons	x	91	=	-
Total Annual Source Energy Use (kBtu)						16,922,871

Your Building's Gross Square Footage of Floor Area: 287,370 sq. ft.

When your Total Annual Source Energy is divided by your gross floor area your Building's annual source Energy Use Intensity(EUI), is calculated to be: 59 (in mBtu/sf)

South Country Central School District

Verne W. Critz Elementary School

When your Total Annual Energy Usage is divided by your gross floor area, a Energy Use Intensity (EUI) can be calculated

Your Building's Energy Use Intensity (EUI) Score is: 77 mBtu/sqft

Based on U.S. Department of Energy Information and ECG's experience, the following are benchmark EUI's for typical K-12 School Buildings. Based on this scale, your relative Building Energy Efficiency is shown below:

Energy Efficient	Moderate	Less Efficient	Energy Inefficient	Very Inefficient
30 - 49	50 - 59	60 - 69	70 - 89	90 - 100+
			77	

Energy Efficiency Analysis Worksheet

Fuel	Annual fuel use	Fuel units		Multiplier		Annual energy use in source mBtu's
Electricity	398,100	kWh	x	3.413	=	1,358,715
Natural gas		MCF	x	1000	=	-
Natural gas		CCF	x	100	=	-
Natural gas	34,487	therms	x	100	=	3,448,700
Fuel oil #2		gallons	x	139	=	-
Kerosene		gallons	x	135	=	-
Propane		gallons	x	91	=	-
Total Annual Source Energy Use (kBtu)						4,807,415

Your Building's Gross Square Footage of Floor Area: 62,100 sq. ft.

When your Total Annual Source Energy is divided by your gross floor area your Building's annual source Energy Use Intensity(EUI), is calculated to be: 77 (in mBtu/sf)

South Country Central School District

Administration Building / Head Start

When your Total Annual Energy Usage is divided by your gross floor area, a Energy Use Intensity (EUI) can be calculated

Your Building's Energy Use Intensity (EUI) Score is: 68 mBtu/sqft

Based on U.S. Department of Energy Information and ECG's experience, the following are benchmark EUI's for typical K-12 School Buildings. Based on this scale, your relative Building Energy Efficiency is shown below:

Energy Efficient	Moderate	Less Efficient	Energy Inefficient	Very Inefficient
30 - 49	50 - 59	60 - 69	70 - 89	90 - 100+
		68		

Energy Efficiency Analysis Worksheet

Fuel	Annual fuel use	Fuel units		Multiplier		Annual energy use in source mBtu's
Electricity	318,020	kWh	x	3.413	=	1,085,402
Natural gas		MCF	x	1000	=	-
Natural gas		CCF	x	100	=	-
Natural gas	6,055	therms	x	100	=	-
Fuel oil #2	-	gallons	x	139	=	605,500
Kerosene		gallons	x	135	=	-
Propane		gallons	x	91	=	-
Total Annual Source Energy Use (kBtu)						1,690,902

Your Building's Gross Square Footage of Floor Area: 24,700 sq. ft.

When your Total Annual Source Energy is divided by your gross floor area your Building's annual source Energy Use Intensity(EUI), is calculated to be: 68 (in mBtu/sf)

South Country Central School District District Overall

When your Total Annual Energy Usage is divided by your gross floor area, a Energy Use Intensity (EUI) can be calculated

Your District's Energy Use Intensity (EUI) Score is: 66 mBtu/sqft

Based on U.S. Department of Energy Information and ECG's experience, the following are benchmark EUI's for typical K-12 School Buildings. Based on this scale, your relative Building Energy Efficiency is shown below:

Energy Efficient	Moderate	Less Efficient	Energy Inefficient	Very Inefficient
30 - 49	50 - 59	60 - 69	70 - 89	90 - 100+
		66		

Energy Efficiency Analysis Worksheet

Fuel	Annual fuel use	Fuel units		Multiplier		Annual energy use in source mBtu's
Electricity	5,201,704	kWh	x	3.413	=	17,753,416
Natural gas		MCF	x	1000	=	-
Natural gas		CCF	x	100	=	-
Natural gas	378,584	therms	x	100	=	37,858,400
Fuel oil #2	-	gallons	x	139	=	-
Kerosene		gallons	x	135	=	-
Propane		gallons	x	91	=	-
Total Annual Source Energy Use (kBtu)						55,611,816

Your District's Gross Square Footage of Floor Area: 847,770 sq. ft.

When your Total Annual Source Energy is divided by your gross floor area your District's annual source Energy Use Intensity(EUI), is calculated to be: 66 (in mBtu/sf)

By-Laws

SUBJECT: POLICY AND ADMINISTRATIVE REGULATIONS

The Board of Education shall reserve to itself the function of providing guides for the discretionary action of those to whom it delegates authority. The Superintendent shall act as an advisor to the Board in the adoption and approval of written Board policies. The Board shall seek input from the staff and community where appropriate. These guides for discretionary action shall constitute the policies governing the operation of the School System.

The formulation and adoption of these written policies shall constitute the basic method by which the Board of Education shall exercise its leadership in the operation of the School System. The study and evaluation of reports concerning the execution of its written policies shall constitute the basic method by which the Board of Education shall exercise its control over the operation of the School System.

The adoption of a written policy shall occur only after the proposal has been moved, discussed and voted on affirmatively at two (2) separate meetings of the Board of Education (i.e., the "first reading" and the "second reading"). The policy draft may be amended at the second meeting. By a majority vote, the Board may waive the "second reading" and complete the adoption of the proposed policy at its "first reading."

Board action is also necessary for revising policies that require amendment or rescinding policies that are no longer relevant or applicable to the District.

The formal adoption, amendment or deletion of written Board policy shall be recorded in the official minutes of the Board. Such written Board policy shall govern the conduct and affairs of the District and shall be binding upon the members of the educational community in the District.

It shall be the Board's responsibility to keep its written policies up-to-date so that they may be used consistently as a basis for Board action and administrative decision.

The Superintendent is given the continuing commission of calling to the Board's attention all policies that are out-of-date or for other reasons appear to need revision.

Execution of Policy: Administrative Regulations

The Board shall delegate to the Superintendent the function of specifying required actions and designing the detailed arrangements under which the schools will be operated. These rules and these detailed arrangements shall constitute the administrative regulations governing the schools. They must in every respect be consistent with the policies adopted by the Board. The Board shall be kept informed periodically of changes in administrative regulations.

Education Law Sections 1604(9), 1709(1), 1709(2) and 2503(2)

Adoption Date

By-Laws

SUBJECT: SUBMISSION OF QUESTIONS AND PROPOSITIONS AT THE ANNUAL MEETING AND ELECTIONS AND SPECIAL DISTRICT MEETINGS**Questions and Propositions at the Annual ~~District Elections~~ Meeting and Election**

The following rules and regulations shall apply to the submission of the questions or propositions at the ~~annual meeting and election~~ ~~annual elections or special district elections~~ of this School District:

- a) Questions or propositions shall be submitted by petition directed to the Clerk of the School District and shall be signed by twenty-five (25) qualified voters, or five percent (5%) of the registered voters of the District who voted in the previous annual election of Board members, whichever is greater.
- b) A separate petition shall be required for each question or proposition.
- c) Each petition shall be filed with the Clerk of the School District. Petitions relating to an Annual Election must be filed not later than ~~thirty (30)~~ sixty (60) days preceding the election at which the question or proposition is to be voted upon.
- d) Questions or propositions submitted in accordance with these rules and accepted will be printed on the ballot for the voting machine. ~~The School District, however, retains the right to reject petitions as permitted by law, including but not limited to instances where such petitions are advisory in nature or beyond the power of the voters.~~
- e) The Board of Education shall cause the rules and regulations set forth in this policy to be distributed within the District.
- f) Nothing herein contained shall affect the nominations of candidates as set forth in the Annual District Election notice pursuant to Education Law Section 2018.

Questions or Propositions to be Submitted at Special District Meetings

The procedure for requesting the Board of Education to call a Special District Meeting to vote on a question or proposition shall be in accordance with subdivisions 2 and 3 of Education Law Section 2008.

Education Law Sections 1703, 2008~~(2)~~, 2018, 2035(2) and 2601-a~~(3)~~

Adoption Date

SUBJECT: DISTRICT INVESTMENTS

Whenever the District has funds (including operating funds, reserve funds and proceeds of obligations) that exceed those necessary to meet current expenses, the Board of Education shall authorize the School Business Official to invest such funds in accordance with all applicable laws and regulations and in conformity with the guidelines established by this policy.

Objectives

The objectives of this investment policy are four-fold:

- a) Investments shall be made in a manner so as to safeguard the funds of the School District.
- b) Bank deposits shall be made in a manner so as to safeguard the funds of the School District.
- c) Investments shall be sufficiently liquid so as to allow funds to be available as needed to meet the obligations of the School District.
- d) Funds shall be invested in such a way as to earn the maximum yield possible given the first three (3) investment objectives.

Authorization

The authority to deposit and invest funds is delegated to the School Business Official. These functions shall be performed in accordance with the applicable sections of the General Municipal Law and the Local Finance Law of the State of New York.

The School Business Official may invest funds in the following eligible investments:

- a) Obligations of the State of New York.
- b) Obligations of the United States Government, or any obligations for which principal and interest are fully guaranteed by the United States Government.
- c) Time Deposit Accounts placed in a commercial bank authorized to do business in the State of New York, providing the account is collateralized as required by law. (Banking Law Section 237(2) prohibits a savings bank from accepting a deposit from a local government. This also applies to savings and loan associations.)
- d) Transaction accounts (demand deposits) both interest bearing and non-interest bearing that do not require notice of withdrawal placed in a commercial bank authorized to do business in the State of New York, providing the account is collateralized as required by law.

(Continued)

Non-Instructional/Business
Operations**SUBJECT: DISTRICT INVESTMENTS (Cont'd.)**

- e) Certificates of Deposits placed in a commercial bank authorized to do business in the State of New York providing the Certificates are collateralized as required by law.
 - 1. Deposits in excess of the amount insured by the Federal Deposit Insurance Corporation will be secured in accordance with subdivision 3 of the General Municipal Law Section 10.
 - 2. The District may, in its discretion, authorize the bank designated for the deposit of District funds to arrange for the redeposit of such funds in one (1) or more banking institutions, for the account of the District, through a deposit placement that meets the conditions set forth in General Municipal Law Section 10(2)(a)(ii).
- f) Securities purchased pursuant to a Repurchase Agreement whereby one party purchases securities from a second party and the second party agrees to repurchase those same securities on a specific future date at an agreed rate of return (the interest rate).

Implementation

Using the policy as a framework, regulations and procedures shall be developed which reflect:

- a) A list of authorized investments;
- b) Procedures including a signed agreement to ensure the School District's financial interest in investments;
- c) Standards for written agreements consistent with legal requirements;
- d) Procedures for the monitoring, control, deposit and retention of investments and collateral which shall be done at least once a month;
- e) Standards for security agreements and custodial agreements consistent with legal requirements;
- f) Standards for diversification of investments including diversification as to type of investments, and firms and banks with whom the School District transacts business; and
- g) Standards for qualification of investment agents which transact business with the School District including, at minimum, the Annual Report of the Trading Partner.

This policy shall be reviewed and re-adopted at least annually or whenever new investment legislation becomes law, as staff capabilities change, or whenever external or internal issues warrant modification.

(Continued)

2015

5220
3 of 3

Non-Instructional/Business
Operations

SUBJECT: DISTRICT INVESTMENTS (Cont'd.)

Education Law Sections 1604-a, 1723(a), 2503(1) and 3652
General Municipal Law Sections 10 and 39
Local Finance Law Section 165

Adoption Date

SUBJECT: INFORMATION SECURITY BREACH AND NOTIFICATION

The School District values the protection of private information of individuals in accordance with applicable law and regulations. Further, the District is required to notify affected individuals when there has been or is reasonably believed to have been a compromise of the individual's *private information* in compliance with the Information Security Breach and Notification Act and Board policy.

- a) "*Private information*" shall mean ****personal information** in combination with any one or more of the following data elements, when either the personal information or the data element is not encrypted or encrypted with an encryption key that has also been acquired:
1. Social security number;
 2. Driver's license number or non-driver identification card number; or
 3. Account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account.

"*Private information*" **does not include** publicly available information that is lawfully made available to the general public from federal, state or local government records.

****"Personal information"** shall mean any information concerning a person which, because of name, number, symbol, mark or other identifier, can be used to identify that person.

- b) "*Breach of the security of the system*" shall mean unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the District. Good faith acquisition of personal information by an employee or agent of the District for the purposes of the District is not a breach of the security of the system, provided that private information is not used or subject to unauthorized disclosure.

Determining if a Breach Has Occurred

In determining whether information has been acquired, or is reasonably believed to have been acquired, by an unauthorized person or person without valid authorization, the District may consider the following factors, among others:

- a) Indications that the information is in the physical possession or control of an unauthorized person, such as a lost or stolen computer or other device containing information; or
- b) Indications that the information has been downloaded or copied; or

(Continued)

SUBJECT: INFORMATION SECURITY BREACH AND NOTIFICATION (Cont'd.)

- c) Indications that the information was used by an unauthorized person, such as fraudulent accounts opened or instances of identity theft reported;
- d) System failures.

Notification Requirements

- a) For any computerized data owned or licensed by the School District that includes private information, the District shall disclose any breach of the security of the system following discovery or notification of the breach to any New York State resident whose private information was, or is reasonably believed to have been, acquired by a person without valid authorization. The disclosure to affected individuals shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system. The District shall consult with the State Office of [Information Technology Services](#) ~~Cyber Security and Critical Infrastructure Coordination (CSCIC)~~ to determine the scope of the breach and restoration measures.
- b) For any computerized data maintained by the District that includes private information which the District does not own, the District shall notify the owner or licensee of the information of any breach of the security of the system immediately following discovery, if the private information was, or is reasonably believed to have been, acquired by a person without valid authorization.

The notification requirement may be delayed if a law enforcement agency determines that such notification impedes a criminal investigation. The required notification shall be made after the law enforcement agency determines that such notification does not compromise the investigation.

Methods of Notification

The required notice shall be directly provided to the affected persons by one of the following methods:

- a) Written notice;
- b) Electronic notice, provided that the person to whom notice is required has expressly consented to receiving the notice in electronic form; and a log of each such notification is kept by the District when notifying affected persons in electronic form. However, in no case shall the District require a person to consent to accepting such notice in electronic form as a condition of establishing any business relationship or engaging in any transaction;
- c) Telephone notification, provided that a log of each such notification is kept by the District when notifying affected persons by phone; or

(Continued)

SUBJECT: INFORMATION SECURITY BREACH AND NOTIFICATION (Cont'd.)

- d) Substitute notice, if the District demonstrates to the State Attorney General that the cost of providing notice would exceed \$250,000, or that the affected class of subject persons to be notified exceeds 500,000, or that the District does not have sufficient contact information. Substitute notice shall consist of **all** of the following:
1. Email notice when the District has an email address for the subject persons;
 2. Conspicuous posting of the notice on the District's website page, if the District maintains one; and
 3. Notification to major statewide media.

Regardless of the method by which notice is provided, the notice shall include contact information for the notifying District and a description of the categories of information that were, or are reasonably believed to have been, acquired by a person without valid authorization, including specification of which of the elements of personal information and private information were, or are reasonably believed to have been, so acquired.

In the event that any New York State residents are to be notified, the District shall notify the New York State Attorney General (AG), the New York State ~~Division of Consumer Protection~~ Department of State, and the New York State Office ~~of Cyber Security (OCS)~~ of Information Technology Services as to the timing, content and distribution of the notices and approximate number of affected persons.

In the event that more than five thousand (5,000) New York State residents are to be notified at one time, the District shall also notify consumer reporting agencies, as defined pursuant to State Technology Law Section 208, as to the timing, content and distribution of the notices and approximate number of affected persons. Such notice shall be made without delaying notice to affected New York State residents. A list of consumer reporting agencies shall be compiled by the State Attorney General and furnished upon request to school districts required to make a notification in accordance with State Technology Law Section 208(2), regarding notification of breach of security of the system for any computerized data owned or licensed by the District that includes private information.

State Technology Law Sections 202 and 208

Adoption Date

Students

SUBJECT: ALCOHOL, TOBACCO, DRUGS AND OTHER SUBSTANCES (STUDENTS)

The Board of Education recognizes that the misuse of alcohol, drugs, tobacco, and other illegal substances is a serious problem with legal, physical, emotional and social implications for our students, as well as the entire community. Therefore, the consumption, sharing and/or selling, use and/or possession of alcoholic beverages, tobacco products, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs is prohibited at any school-sponsored function, on school grounds and on school buses at all times. The ~~inappropriate~~unauthorized use of prescription and over-the-counter drugs shall also be disallowed.

~~Persons~~Students shall ~~be banned from entering school grounds or school-sponsored events when exhibiting behavioral, personal or physical characteristics indicative of having used or consumed~~not be under the influence of alcohol or other prohibited substances on school grounds or at school-sponsored events. A school-sponsored function shall ~~mean~~include a school-sponsored or school-authorized extracurricular event or activity regardless of where such event or activity takes place, ~~including any event or activity that may take place in another state.~~

Smoking

Smoking shall not be permitted and no person shall smoke within one hundred (100) feet of the entrance, exits or outdoor areas of any public or private elementary or secondary schools. However, this shall not apply to smoking in a residence, or within the real property boundary lines of such residential real property.

Non-Medical Use of Prescription Drugs

Non-medical use of prescription drugs ~~among young people has become an increasing problem in the United States. Prescription drugs are easier to access because they can be taken from their home's medicine cabinet and young people may believe they are safer than illicit drugs because they are manufactured by a pharmaceutical company~~is prohibited. Should a student be found in possession of any ~~of these~~such substances, ~~they~~he/she shall be dealt with in accordance with the *Code of Conduct*.

~~Persons Entering School Grounds~~

~~— In accordance with Penal Law Section 220.00 for purposes of controlled substances offenses:~~

- ~~— a) "School grounds" means (1) in or on or within any building, structure, athletic playing field, playground or land contained within the real property boundary line of the District's schools, or (2) any area accessible to the public located within one thousand (1,000) feet of the real property boundary line comprising any such school or any parked automobile or other parked vehicle located within one thousand (1,000) feet of the real property boundary line comprising any District school. An "area accessible to the public" shall mean sidewalks, streets, parking lots, parks, playgrounds, stores and restaurants.~~

(Continued)

Students

**SUBJECT: ~~ALCOHOL, TOBACCO, DRUGS AND OTHER SUBSTANCES (STUDENTS)~~
(Cont'd.)**

- ~~— b) "School bus" means every motor vehicle owned by the District and operated for the transportation of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities or privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities.~~

Prevention and Intervention

~~Through the collaborative efforts of staff, students, parents/guardians and the community as a whole, a comprehensive program shall be developed addressing alcohol, tobacco, drugs, and other substances to include the following:~~

Primary Prevention

~~Preventing or delaying alcohol, tobacco, drugs, and other substance use/abuse by students shall be the major focus of a comprehensive K through 12 program in which proactive measures of prevention and early intervention are emphasized. This program shall include:~~

- ~~a) A sequential K through 12 curriculum based on recognized principles of effectiveness that is developed and incorporated into the total educational process. This curriculum shall be concerned with education and prevention in all areas of alcohol, tobacco, drugs, and other substances use/abuse;~~
- ~~b) Training school personnel and parents/guardians to reinforce the components of the policy through in-service and community education programs with up-to-date factual information and materials;~~
- ~~e) An effort to provide positive alternatives to alcohol, tobacco, drugs, and other substances use/abuse through the promotion of drug/tobacco/alcohol-free special events, service projects and extracurricular activities that will develop and support a positive peer influence.~~

Intervention

~~School-based intervention services shall be made available to all students, grades K through 12, and provided by prevention professionals who are appropriately trained in this area. The purpose of intervention is to eliminate any existing use/abuse of alcohol, tobacco, drugs, and other substances and to identify students considered to be at risk for use/abuse. Intervention programming shall include:~~

(Continued)

Students

**SUBJECT: ~~ALCOHOL, TOBACCO, DRUGS AND OTHER SUBSTANCES (STUDENTS)~~
(Cont'd.)**

- a) ~~Counseling of students in groups and as individuals on alcohol, tobacco, drugs, and other substance use/abuse. Counselors shall be appropriately trained and skilled school staff assigned for this purpose;~~
- b) ~~Referring students to community or other outside agencies when their use/abuse of alcohol, tobacco, drugs, and other substances requires additional counseling or treatment. Referral is a key link in school and community efforts and the process is basic to the dissemination of information regarding available counseling and health services;~~
- e) ~~Providing a supportive school environment designed to continue the recovery process for students returning from treatment. A re-entry program may include continuing student and/or family counseling and emphasizing positive alternatives to alcohol, tobacco, drugs, and other substance use/abuse;~~
- d) ~~Developing a parent network to serve as a support group and provide a vehicle of communication for parent education;~~
- e) ~~Ensuring confidentiality as required by state and federal law.~~

Disciplinary Measures

Disciplinary measures for students consuming, sharing and/or selling, using and/or possessing alcoholic beverages, tobacco products, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs shall be outlined in the *District's Code of Conduct on School Property*.

Staff Development

~~There shall be ongoing training of District staff about the components of an effective alcohol, tobacco and other substances program. Training shall include, but not be limited to, District policies and regulations and the staff's role in implementing such policies and regulations. Teachers shall be trained to implement the District's K through 12 alcohol, tobacco, drugs and other substance prevention curricula; intervention staff shall be suitably trained to carry out appropriate services.~~

Implementation, Dissemination and Monitoring

~~It shall be the responsibility of the Superintendent to implement the alcohol, tobacco, drugs, and other substances Board policy by collaboration with school personnel, students, parents/guardians and the community at large.~~

(Continued)

Students

**SUBJECT: ~~ALCOHOL, TOBACCO, DRUGS AND OTHER SUBSTANCES (STUDENTS)~~
(Cont'd.)**

~~Additionally, copies of Board policy shall be disseminated to District staff, parents/guardians and community members. The Superintendent/designee shall periodically review the tobacco, drugs and alcohol abuse prevention program to determine its effectiveness and support appropriate modifications, as needed.~~

~~Safe and Drug Free Schools and Communities Act, as reauthorized by the No Child Left Behind Act of 2001
20 USC Section 7101 et seq.
Education Law Sections 409 and 2801(1)
Penal Law Sections 70.70(2)(a)(i), 220.00(17) and 220.44(5)
Public Health Law 1399.(e)-o
Vehicle and Traffic Law Section 142
§ NYCRR Section 409~~

NOTE: Refer also to Policies #3280 -- Use of School Facilities, Materials and Equipment
#3410 -- Code of Conduct on School Property
#5640 -- Smoking/Tobacco Use
#8211 -- Prevention Instruction
District Code of Conduct

Adoption Date

Students

SUBJECT: CHILD ABUSE AND ~~NEGLECT~~/MALTREATMENT**Familial Child Abuse**

The School District ~~subscribes to all of the provisions of Title 6—Child Protective Services of the Social Services Law Sections 411–428. Our purpose is to provide protective services to abused and neglected/maltreated children as described by the law, and to make all school personnel within the District aware of our legal responsibilities under this law~~takes seriously the obligations of its officers and employees to report cases of child abuse or maltreatment. To this end, r

~~R~~egulations shall be developed, maintained and disseminated by administration regarding the:

- a) Mandatory reporting of suspected child abuse or ~~neglect~~/maltreatment;
- b) Reporting procedures and obligations of persons required to report;
- c) Provisions for taking a child into protective custody;
- d) Mandatory reporting of deaths;
- e) Immunity from liability and penalties for failure to report;
- f) Obligations for provision of services and procedures necessary to safeguard the life of a child; and
- g) Provision of information in recognizing signs of unlawful methamphetamine laboratories for all current and new school officials (i.e., "mandated reporters") who, as part of their usual responsibilities, visit children's homes.

Additionally, an ongoing training program for all current and new school officials shall be established and implemented to enable such staff to carry out their reporting responsibilities.

School OfficialsPersons Required to Report

~~The definition of a "school official" who is mandated~~Persons required to report cases of child abuse or ~~neglect~~/maltreatment to the State Central Register (SCR) pursuant to Social Services Law Section 413(1) includes, but ~~is~~are not limited to, school teachers, school guidance counselors, school psychologists, school social workers, school nurses, school administrators or other school personnel required to hold a teaching or administrative license or certificate, ~~and full- or part-time compensated school employees required to hold a temporary coaching license or professional coaching certificate.~~

All mandated reporters shall make the report themselves and then immediately notify the Building Principal or his/her designee. The Building Principal or his/her designee shall be responsible for all subsequent administration necessitated by the report.

Any report shall include the name, title and contact information for every staff member who is believed to have direct knowledge of the allegations in the report.

Students

SUBJECT: CHILD ABUSE AND ~~NEGLECT~~/MALTREATMENT (Cont'd.)**Prohibition of Retaliatory Personnel Action**

Social Services Law Section 413(1) also prohibits a school from taking any retaliatory personnel action against an employee because such employee believes that he/she has reasonable cause to suspect that a child is an abused or ~~neglected~~/maltreated child and that employee makes a report to SCR pursuant to Social Services Law. Further, no school or school official shall impose any conditions, including prior approval or prior notification, upon any staff member specifically designated a mandated reporter.

Pursuant to Labor Law Section 740(1)(e), "retaliatory personnel action" means the discharge, suspension or demotion of an employee, or other adverse employment action taken against an employee in the terms and conditions of employment.

Report Form

The ~~New York State Office of Children and Family Services~~ "Report of Suspected Child Abuse or Maltreatment" Form LDSS-2221A may be accessed at ~~website:~~ <http://www.ocfs.state.ny.us/main/eps/> the website of the New York State Office of Children and Family Services.

Child Abuse in an Educational Setting

The School District is committed to the protection of students in educational settings from abuse and maltreatment by employees or volunteers as enumerated in law.

"Child abuse" shall mean any of the following acts committed in an educational setting by an employee or volunteer against a child:

- a) Intentionally or recklessly inflicting physical injury, serious physical injury or death; or
- b) Intentionally or recklessly engaging in conduct which creates a substantial risk of such physical injury, serious physical injury or death; or
- c) Any child sexual abuse, defined as conduct prohibited by Penal Law Articles 130 or 263; or
- d) The commission or attempted commission against a child of the crime of disseminating indecent materials to minors pursuant to Penal Law Article 235.

"Educational setting" shall mean the building(s) and grounds of the School District; the vehicles provided by the School District for the transportation of students to and from school buildings, field trips, co-curricular and extracurricular activities both on and off School District grounds; all co-curricular and extracurricular activity sites; and any other location where direct contact between an employee or volunteer and a child has allegedly occurred.

Students

SUBJECT: CHILD ABUSE AND ~~NEGLECT~~/MALTREATMENT (Cont'd.)

In any case where an oral or written allegation is made to a teacher, school's registered professional nurse, school guidance counselor, school psychologist, school social worker, school administrator, School Board member, or other school personnel required to hold a teaching or administrative license or certificate, that a child (defined in the law as a person under the age of twenty-one (21) years enrolled in a school district in this state) has been subjected to child abuse by an employee or volunteer in an educational setting, that person shall upon receipt of such allegation:

- a) Promptly complete a written report of such allegation including the full name of the child alleged to be abused; the name of the child's parent; the identity of the person making the allegation and their relationship to the alleged child victim; the name of the employee or volunteer against whom the allegation was made; and a listing of the specific allegations of child abuse in an educational setting. Such written report shall be completed on a form as prescribed by the Commissioner of Education.
- b) Except where the school administrator is the person receiving such an oral or written allegation, the employee completing the written report must promptly *personally deliver* a copy of that written report to the school administrator of the school in which the child abuse allegedly occurred (subject to the following paragraph).

In any case where it is alleged the child was abused by an employee or volunteer of a school other than a school within the school district of the child's attendance, the report of such allegations shall be promptly forwarded to the Superintendent of Schools of the school district of the child's attendance and the school district where the abuse allegedly occurred.

Any employee or volunteer who reasonably and in good faith makes a report of allegations of child abuse in an educational setting in accordance with the reporting requirements of the law shall have immunity from civil liability which might otherwise result by reason of such actions.

Upon receipt of a written report alleging child abuse in an educational setting, the school administrator or Superintendent must then determine whether there is "reasonable suspicion" to believe that such an act of child abuse has occurred. Where there has been a determination as to the existence of such reasonable suspicion, the school administrator or Superintendent must follow the notification/reporting procedures mandated in law and further enumerated in administrative regulations including parental notification. When the school administrator receives a written report, he/she shall promptly provide a copy of such report to the Superintendent.

Where the school administrator or Superintendent has forwarded a written report of child abuse in an educational setting to law enforcement authorities, the Superintendent shall also refer such report to the Commissioner of Education where the employee or volunteer alleged to have committed such an act of child abuse holds a certification or license issued by the State Education Department.

(Continued)

Students

SUBJECT: CHILD ABUSE AND ~~NEGLECT/MALTREATMENT~~ (Cont'd.)

Any school administrator or Superintendent who reasonably and in good faith makes a report of allegations of child abuse in an educational setting, or reasonably and in good faith transmits such a report to a person or agency as required by law, shall have immunity from civil liability which might otherwise result by reason of such actions.

Reports and other written material submitted pursuant to law with regard to allegations of child abuse in an educational setting, and photographs taken concerning such reports that are in the possession of any person legally authorized to receive such information, *shall be confidential and shall not be redisclosed except* to law enforcement authorities involved in an investigation of child abuse in an educational setting or as expressly authorized by law or pursuant to a court-ordered subpoena. School administrators and the Superintendent shall exercise reasonable care in preventing such unauthorized disclosure.

Additionally, teachers and all other school officials shall be provided an annual written explanation concerning the reporting of child abuse in an educational setting, including the immunity provisions as enumerated in law. Further, the Commissioner of Education shall furnish the District with required information, including rules and regulations for training necessary to implement District/staff responsibilities under the law.

Prohibition of "Silent" (Unreported) Resignations

The Superintendent and other school administrators are prohibited from withholding from law enforcement authorities, the Superintendent or the Commissioner of Education, where appropriate, information concerning allegations of child abuse in an educational setting against an employee or volunteer in exchange for that individual's resignation or voluntary suspension from his/her position.

Superintendents (or a designated administrator) who reasonably and in good faith report to law enforcement officials information regarding allegations of child abuse or a resignation as required pursuant to the law shall have immunity from any liability, civil or criminal, which might otherwise result by reason of such actions.

(Continued)

Students

~~SUBJECT: CHILD ABUSE AND NEGLECT/MALTREATMENT (Cont'd.)~~

Education Law Article 23-B and Sections 902(b) 3028-b, 3209-a
Family Court Act Section 1012
Labor Law Section 740(1)(e)
Penal Law Articles 130, 235 and 263
Social Services Law Sections 411-428
8 NYCRR Part 83

Adoption Date

Students

SUBJECT: NON-RESIDENT STUDENTS

Non-resident families who wish to enroll children in the South Country Central School District shall submit a request in writing to the Superintendent. The Superintendent of Schools shall review the non-resident student request in light of this Policy and recommend to the Board whether or not to accept a non-resident student for admission to the District based upon the best interests of the District. The Board of Education shall have final approval on all non-resident student enrollment requests upon such terms and conditions as the Board determines.

The Superintendent of Schools shall not bring forward a recommendation for a non-resident student enrollment unless:

- a) There is sufficient space to accommodate the non-resident student;
- b) No increase in the size of faculty or staff will be necessary; and/or
- c) Admittance will not result in the establishment of a new section.

The following general conditions apply to all non-resident student enrollment requests:

- ~~aa) There is sufficient space to accommodate the non-resident student;~~
- ~~b) No increase in the size of faculty or staff will be necessary;~~
- ~~c) Admittance will not result in the establishment of a new section;~~
- d) Parents/guardians must work out transfer conditions with the home school district or provide their own transportation;
- ~~be) All rules and regulations in effect for District students will be applicable to non-District students; and~~
- cf) Any tuition that may be charged to families of non-resident students shall be in accordance with formulas approved by the State Education Department.

~~Although the Superintendent may make a recommendation to the Board, on the issue of whether admission should be granted, the Board of Education shall have final approval on all non-resident student enrollment requests.~~

~~Tuition-Paying Students~~

Future Students

Subject to Board approval, ~~t~~The children of families who have signed a contract to buy or build a residence in the School

District may be enrolled for the semester in which they expect to become residents. Non-resident

tuition shall be charged, payable in advance, with an adjustment to be made when the family becomes a resident in the District.

Foreign Students

Only non-immigrant foreign exchange students who possess a valid J-1 Visa to study in the United States will be admitted to the District's High School. The District recognizes only those organizations designated as "Exchange Visitor Programs" by the U.S. Department of State, pursuant to federal regulations, as sponsoring organizations for the exchange of students. Any such organization must supply proof of designation prior to recognition. Sponsors are responsible for the effective administration of their Exchange Visitor Program. Sponsors are expected to comply with all applicable laws, regulations, rules, and policies concerning the selection, placement, facilitation, and governance of foreign exchange student programs, including, but not limited to, the federal Exchange Visitor Program regulations and SEVIS reporting requirements.

Foreign exchange students must provide proof of required immunizations prior to attendance. All school-related expenses shall be the responsibility of the sponsor, the student, and/or the host family. The Board may terminate the approval of a foreign exchange student program when it is in the District's best interests to do so.

Foreign exchange students attending the District's High School and living with host families in the District will be provided bus transportation to and from school to the same extent District students are provided such transportation. Bus transportation, books and other benefits provided to resident non-public students shall not be provided to non-resident students attending non-public schools.

~~Students from other nations who are living with District residents may be enrolled at the discretion of the District. In accordance with federal law, a foreign student who attends a public secondary school under an F-1 Visa must reimburse the School District for the full unsubsidized per capita cost of providing education at the school during the student's attendance. The administration is authorized to file with the U.S. Department of Homeland Security the forms necessary for the monitoring of non-immigrant foreign students during the course of their stay in the District in accordance with the Student and Exchange Visitor Information System (SEVIS).~~
(Continued)

2012 7132

2 of 3

Students

SUBJECT: NON-RESIDENT STUDENTS (Cont'd.)

Other Non-resident Students

~~Non-resident students other than those affected by the above provisions may be accepted as tuition-paying students at the discretion of the Board of Education on an annual basis provided the general conditions listed above are met. Requests should be submitted to the Superintendent.~~

Non-Tuition Students

Former Residents

a) Students of any grade who move from the South Country Central School District during the school year may be given permission to finish the semester in which the move occurs.

b) A student who moves from the District after completion of the first semester of the year preceding his/her anticipated graduation year may be given permission to remain in the South Country Central School District until graduation.

~~Foreign Exchange Students~~

~~Only foreign students participating in a recognized Student Exchange Program under a J-1 Visa may attend District schools without payment of tuition. The administration is authorized to file with the U.S. Department of Homeland Security the forms necessary for the monitoring of non-immigrant foreign students during the course of their stay in the District in accordance with the Student and Exchange Visitor Information System (SEVIS).~~

Proof of Residency

Such documentary or sworn proof as shall be required by the administration or Board of Education must be furnished prior to the admission of any child residing in the District with a person not his parent or who is the child of a non-resident. The admission of homeless children and youth will be in accordance with law.

Reservation of Claims

Should a material misstatement of fact be made and relied upon by any administrator or the Board of Education in admitting a non-resident student without tuition, the Board shall be entitled to recover the cost of instruction for the time the student was not authorized to attend a school in the District from the person having made the misstatement or from a person in parental relation to the student.

~~(Continued)~~

2012-7132

3 of 3

Students

SUBJECT: NON-RESIDENT STUDENTS (Cont'd.)

Tuition Fees

Where applicable, tuition fees are computed according to a formula established by the Commissioner of Education.

Tuition of individual non-resident students shall be computed in advance at the time of enrollment. Methods of payment (e.g., monthly) may be arranged in the District Office and approved by the Superintendent. Non-resident status is contingent upon timely payment of tuition fees as established by the Board of Education.

Legal Residence

~~Parents who maintain more than one residence, but whose legal residence for the purposes of voting or filing income tax is within the District, are eligible to send their children to District schools. However, School tax payments of non-residents who own assessable property in the District will be deducted from any tuition charges levied against such non-resident.~~

8 United States Code (USC) Chapter 12

Education Law Sections 1709(13), 2045 and 3202

8 New York Code of Rules and Regulations (NYCRR) Section 174.2

NOTE: Refer also to Policy #7131 -- Education of Homeless Children and Youth

Adopted: 8/15/12

South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: 6/10/2015

OFFICE OF ORIGIN: *Office of Curriculum, Instruction & Accountability* 

DATE MATERIAL SUBMITTED: 6/3/2015

CATEGORY OF ITEM: Action

TITLE: *CSE, SCSE & CPSE Recommendations*

Request for approval of the following CSE/SCSE & CPSE recommendations:

G.1.

CSE/SCSE	082820001	CSE/SCSE	052520002
CSE/SCSE	071780007	CSE/SCSE	092940000
CSE/SCSE	070590003	CSE/SCSE	081050005
CSE/SCSE	070590004	CSE/SCSE	100910002
CSE/SCSE	090790002	CSE/SCSE	112620002
CSE/SCSE	103120002	CSE/SCSE	052490010
CSE/SCSE	091750002	CSE/SCSE	082700000
CSE/SCSE	110960008	CSE/SCSE	122231455
CSE/SCSE	122231720	CSE/SCSE	122230503
CSE/SCSE	006801596	CSE/SCSE	122231485
CSE/SCSE	122231693	CSE/SCSE	081830002
CSE/SCSE	071060000	CSE/SCSE	082470004
CSE/SCSE	122230905	CSE/SCSE	007601350
CSE/SCSE	062540002	CSE/SCSE	081020000
CSE/SCSE	062540002	CSE/SCSE	052760000
CSE/SCSE	122230660	CSE/SCSE	122230442
CSE/SCSE	121230000	CSE/SCSE	081480003
CSE/SCSE	122230913	CSE/SCSE	072350002
CSE/SCSE	082000007	CSE/SCSE	006701419
CSE/SCSE	006801221	CSE/SCSE	072700004
CSE/SCSE	006702830	CSE/SCSE	102450012
CSE/SCSE	073030005	CSE/SCSE	004901670
CSE/SCSE	007001464	CSE/SCSE	006800852
CSE/SCSE	072220001	CSE/SCSE	122230166
CSE/SCSE	073190000	CSE/SCSE	006701426
CSE/SCSE	007600973	CSE/SCSE	008200013
CSE/SCSE	092370018	CSE/SCSE	122231366
CSE/SCSE	103540001	CSE/SCSE	007601365
CSE/SCSE	070100004	CSE/SCSE	092370010
CSE/SCSE	006702598	CSE/SCSE	062890000

South Country Central School District



CSE/SCSE	102090012	CSE/SCSE	111570011
CSE/SCSE	006801348	CSE/SCSE	006701348
CSE/SCSE	112290003	CSE/SCSE	112490005
CSE/SCSE	006702407	CSE/SCSE	080020000
CSE/SCSE	006800891	CSE/SCSE	006801571
CSE/SCSE	122230212	CSE/SCSE	102590007
CSE/SCSE	101120006	CSE/SCSE	122230415
CSE/SCSE	082820001	CSE/SCSE	006800801
CSE/SCSE	006701857	CSE/SCSE	072360000
CSE/SCSE	007600881	CSE/SCSE	007601066
CSE/SCSE	006801009	CSE/SCSE	060330004
CSE/SCSE	121210001	CSE/SCSE	111920003
CSE/SCSE	006801486	CSE/SCSE	004912714
CSE/SCSE	007600975	CSE/SCSE	070810004
CSE/SCSE	090790003	CSE/SCSE	082290004
CSE/SCSE	112380000	CSE/SCSE	082630001
CSE/SCSE	006701407	CSE/SCSE	052240003
CSE/SCSE	006801257	CSE/SCSE	122231306
CSE/SCSE	070820002	CSE/SCSE	093200000
CSE/SCSE	110820008	CSE/SCSE	122230953
CSE/SCSE	120610003	CSE/SCSE	122230331
CSE/SCSE	122230868	CSE/SCSE	060970012

G.2.

CPSE	122230800	CPSE	122231064
CPSE	122231057	CPSE	122230840
CPSE	122230688	CPSE	122230627
CPSE	122231003	CPSE	122230863
CPSE	122231098	CPSE	122230504
CPSE	122230782	CPSE	122230436
CPSE	122231451	CPSE	122231296
CPSE	122230305	CPSE	122230656
CPSE	122231140	CPSE	122231396
CPSE	122231355	CPSE	122231772
CPSE	122230772	CPSE	122231396
CPSE	122231396	CPSE	121980002
CPSE	122230427	CPSE	122231153
CPSE	122231812	CPSE	122231852
CPSE	122231677	CPSE	122231863
CPSE	122231608	CPSE	122231356

*South Country
Central School District*



CPSE	122230563	CPSE	122230534
CPSE	122231453	CPSE	122231542

South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: June 10, 2015

OFFICE OF ORIGIN: Student Support Services

DATE MATERIAL SUBMITTED: June 1, 2015

CATEGORY OF ITEM: Action

TITLE: CSE/SCSE Recommendations

A handwritten signature in black ink, appearing to read "Dr. Thomas A. ...", located to the right of the meeting details.

STAFF RECOMMENDATION:

Date:	Location:	# of Students
05/21/15	Bellport Middle School	1
05/19/15	Bellport Middle School	1
05/18/15	BOCES	2
05/15/15	Bellport High School	1
05/15/15	Kreamer Street Elementary	1
05/14/15	Bellport High School	1
05/14/15	Kreamer Street Elementary	2
05/13/15	Bellport High School	3
05/12/15	Bellport High School	1
05/11/15	Kreamer Street Elementary	1
05/07/15	Brookhaven Elementary	2
05/07/15	Kreamer Street Elementary	2
05/05/15	Bellport High School	1
05/05/15	Frank P. Long Intermediate	2
05/04/15	Frank P. Long Intermediate	4
04/29/15	Bellport High School	1

STAFF RECOMMENDATION:

Date:	Location:	# of Students
04/28/15	Bellport Middle School	4
04/28/15	Brookhaven Elementary	2
04/28/15	Frank P. Long Intermediate	3
04/24/15	Bellport Middle School	1
04/21/15	Bellport High School	6
04/21/15	BOCES	4
04/17/15	Bellport High School	5
04/17/15	BOCES	4
04/15/15	Bellport High School	4
04/14/15	BOCES	1
04/14/15	Verne W. Critz Elementary	1
04/14/15	Kreamer Street School	1
04/13/15	Bellport High School	4
04/13/15	BOCES	5
04/13/15	Brookhaven Elementary	3
04/02/15	Bellport High School	1
04/01/15	Bellport High School	6
04/01/15	BOCES	2
03/31/15	Bellport High School	4
03/30/15	Bellport Middle School	1
03/30/15	Brookhaven Elementary	3
03/27/15	Bellport High School	4
03/27/15	Kreamer Street Elementary	1
03/24/15	Bellport High School	1
03/24/15	Kreamer Street Elementary	1
03/12/15	Brookhaven Elementary	2
03/11/15	Kreamer Street Elementary	2
03/10/15	Bellport Middle School	1

BACKGROUND RATIONALE: Recommendation of the CSE/SCSE

Not an official record; subject to change

South Country Central School District



A handwritten signature in black ink, enclosed in a hand-drawn oval, located to the right of the sailing ship logo.

BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: 5/20/15

OFFICE OF ORIGIN: Student Support Services, Southaven School

DATE MATERIAL SUBMITTED: 6/1/15

CATEGORY OF ITEM: Action

TITLE: CPSE Recommendations

STAFF RECOMMENDATION:

Date of CPSE meeting	No. of Students
5/6/15	4
5/7/15	4
5/11/15	3
5/12/15	4
5/13/15	2
5/14/15	5
5/15/15	3
5/18/15	3
5/19/15	2
5/26/15	2

BACKGROUND RATIONALE: Recommendations of the CPSE

Not an official record; subject to change

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
East Patchogue, New York**

Memo To: Dr. Joseph Giani, Superintendent of Schools
From: Nelson C. Briggs, Assistant Superintendent for Human Resources
Date: June 3, 2015
Subject: Human Resources Personnel Changes June 10, 2015

Administration recommends approval of the following changes in Personnel:

H.1 Approve Resignations and Leave of Absence

Resignations					
No.	Unit	Name	Assignment	Effective Date	Reason
1.1	BTAA		Teaching Assistant/VWC	06/26/15	Retirement
1.2	BTAA		Teaching Assistant/KRM	06/26/15	Retirement
1.3	BTAA		Teaching Assistant/KRM	06/28/15	Retirement
1.4	CSEA		Athletic Trainer/DSW	07/01/15	Personal
1.5	BTAA		Teaching Assistant/BHS	06/26/15	Personal
Leave of Absence					
No.	Unit	Name	Assignment	Effective Date	Reason
1.6	BTA		Teacher-Math/BHS	09/1/15-06/30/16	Personal/Health

H.2 Approve Instructional New Appointments

Probationary						
No.	Unit	Name	Assignment	Effective Date	Certification	Salary
2.1	SCAA		Director of Elementary Education/DSW <i>(New Position)</i>	07/03/15-07/03/18	SDA	\$130,000
2.2	SCAA		Director of Humanities/DSW <i>(New Position)</i>	07/01/15-07/01/18	SDA	\$130,000
2.3	SCAA		Director of STEM/DSW <i>(New Position)</i>	07/01/15-07/01/18	SDA	\$130,000
2.4	BTA		Teacher-Elementary Bilingual/BRK <i>(New Position)</i>	09/01/15-09/01/18	Elementary	\$60,568

H.3 Approve Non-Instructional New Appointments

Full Time						
No.	Unit	Name	Assignment	Effective Date	Salary	Replacing
3.1	BTAA		School Monitor/KRM	06/10/15 <i>(change in 5/27/15 start date)</i>	\$13.22/hr.	

H.4 Approve Tenure Recommendations

No.	Unit	Name	Building	Effective Date	Certification
4.1	SCAA		BHS	07/01/15	Principal
4.2	BTA		BHS	09/01/15	School Psychologist
4.3	BTA		BMS	09/01/15	Mathematics
4.4	BTA		FPL	09/01/15	Special Education
4.5	BTA		VWC	09/01/15	Elementary
4.6	BTAA		BMS	09/05/15	Teaching Assistant
4.7	BTAA		FPL	09/20/15	Teaching Assistant
4.8	BTAA		KRM	09/01/15	Teaching Assistant

H.5 Approve Additional Work

Special Education for CSE and/or CPSE Summer Work					
<i>Funded through IDEA 611 Grant</i>					
No.	Unit	Name	Assignment	Effective Date	Salary
5.1	BTA		School Social Worker (1 of 3) - Up to a maximum of 50 hours	07/1/15-08/28/15	\$39.53/hr.
5.2	BTA		School Social Worker (2 of 3) - Up to a maximum of 50 hours	07/1/15-08/28/15	\$52.90/hr.
5.3	BTA		School Social Worker (3 of 3) - Up to a maximum of 50 hours	07/1/15-08/28/15	\$82.08/hr.
5.4	BTA		Teacher-Special Education (1 of 2) - Not to exceed 30 days	07/1/15-08/28/15	\$91.76/hr.
5.5	BTA		Teacher-Special Education (2 of 2) - Not to exceed 30 days	07/1/15-08/28/15	\$60.36/hr.
5.6	BTA		Teacher-Speech Therapist - Up to a maximum of 25 hours	07/1/15-08/28/15	\$55.28/hr.
5.7	BTA		Teachers-Special Education & General Education (representatives) - Up to a maximum of 360 hours	07/1/15-08/28/15	\$50.00/hr.

Special Education for CSE and/or CPSE Summer Work - Continued

Funded through IDEA 611 Grant

No.	Unit	Name	Assignment	Effective Date	Salary
5.8	BTA		Teacher-School Psychologist - Up to a maximum of 30 days	07/1/15-08/28/15	\$60.36/hr.
5.9	BTA		Teacher-Speech Therapist - Up to a maximum of 100 hours	07/1/15-08/28/15	\$55.28/hr.
5.10	BTA		Teacher-School Psychologist (1 of 4) - Up to a maximum of 50 hours	07/1/15-08/28/15	\$45.13/hr
5.11	BTA		Teacher-School Psychologist (2 of 4) - Up to a maximum of 50 hours	07/1/15-08/28/15	\$66.50/hr.
5.12	BTA		Teacher-School Psychologist (3 of 4) - Up to a maximum of 50 hours	07/1/15-08/28/15	\$93.63/hr.
5.13	BTA		Teacher-School Psychologist (4 of 4) - Up to a maximum of 50 hours	07/1/15-08/28/15	\$60.36/hr.

Special Education Extended School Year (ESY)

Funded through General Fund/Special Aid Fund

No.	Unit	Name	Assignment	Effective Date	Salary
5.14	BTA		School Psychologist - Up to a maximum of 50 hours	07/6/15-08/14/15	\$60.36/hr.
5.15	BTA		Teacher-Visually Impaired and Blind - Hours per day & days per week as per students' IEP	07/6/15-08/14/15	\$93.63/hr.
5.16	BTA		Teacher-Speech Therapist (1 of 2) - Five days a week, as per students' IEP	07/6/15-08/14/15	\$66.47/hr
5.17	BTA		Teacher-Speech Therapist (2 of 2) - Five days a week, as per students' IEP	07/6/15-08/14/15	\$51.03/hr.
5.18	BTA		Teacher-Special Education (12:1:1) - Up to 3.5 hours per day, five days per week	07/6/15-08/14/15	\$58.00/hr.
5.19	BTA		Teacher-Special Education (12:1:1) - Up to 3.5 hours per day, five days per week	07/6/15-08/14/15	\$58.00/hr.
5.20	BTA		Teacher-Special Education (12:1:1) - Up to 3.5 hours per day, five days per week	07/6/15-08/14/15	\$58.00/hr.
5.21	BTA		Teacher-Special Education (12:1:1) - Up to 3.5 hours per day, five days per week	07/6/15-08/14/15	\$58.00/hr.
5.22	BTA		Teacher-Special Education (12:1:1) - Up to 3.5 hours per day, five days per week	07/6/15-08/14/15	\$58.00/hr.
5.23	BTA		Teacher-Special Education (ELA) - Up to 180 minutes per day, five days per week	07/6/15-08/14/15	\$39.53/hr.
5.24	BTA		Teacher-Special Education (Math) - Up to 90 minutes per day, five days per week	07/6/15-08/14/15	\$41.40/hr.
5.25	BTA		Teacher-Special Education (8:1:3) - Up to 6 hours per day, five days per week	07/6/15-08/14/15	\$58.00/hr.
5.26	BTA		Teacher-Special Education (8:1:3) - Up to 6 hours per day, five days per week	07/6/15-08/14/15	\$58.00/hr.
5.27	BTA		Teacher-Special Education (8:1:3) - Up to 6 hours per day, five days per week	07/6/15-08/14/15	\$58.00/hr.
5.28	BTA		Teacher-Special Education (8:1:3) - Up to 6 hours per day, five days per week	07/6/15-08/14/15	\$58.00/hr.
5.29	BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$16.51/hr.
5.30	BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$24.25/hr.
5.31	BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$16.51/hr.
5.32	BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$24.25/hr.
5.33	BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$16.51/hr.
5.34	BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$22.24/hr.
5.35	BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$24.25/hr.
5.36	BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$24.25/hr.
5.37	BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$21.34/hr.
5.38	BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$18.72/hr.
5.39	BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$16.51/hr.
5.40	BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$16.54/hr.
5.41	BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$24.25/hr.
5.42	BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$24.25/hr.
5.43	BTAA		Special Education Aide (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$17.76/hr.
5.44	BTAA		Special Education Aide (8:1:3) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$13.22/hr.
5.45	BTAA		Special Education Aide (8:1:3) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$19.83/hr.
5.46	BTAA		Teaching Assistant (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$24.25/hr.
5.47	BTAA		Teaching Assistant (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$15.45/hr.
5.48	BTAA		Teaching Assistant (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$19.53/hr.
5.49	BTAA		Teaching Assistant (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$23.22/hr.
5.50	BTAA		Teaching Assistant (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$24.25/hr.
5.51	BTAA		Teaching Assistant (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$24.25/hr.
5.52	BTAA		Teaching Assistant (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$24.25/hr.
5.53	BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$14.84/hr.
5.54	BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$17.76/hr.
5.55	BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$14.01/hr.
5.56	BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$17.76/hr.
5.57	BTAA		Special Education Aide (12:1:1) - Up to 5.5 hours per day, five days per week	07/6/15-08/14/15	\$19.83/hr.
5.58	BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$16.81/hr.
5.59	BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$19.83/hr.
5.60	BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$18.75/hr.
5.61	BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$18.75/hr.
5.62	BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$24.25/hr.
5.63	BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/6/15-08/14/15	\$17.95/hr.

School Social Worker - Summer Homeless Liaison

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
5.64	BTA		Not to exceed a total of 25 days	07/1/15-08/28/15	\$49.71/hr.

Guidance Counselors-Summer Service

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
5.65	BTA		Not to exceed a total of 68 hours-BHS/BMS	06/29/15-08/28/15	\$73.94/hr.
5.66	BTA		Not to exceed a total of 28 hours-BMS	06/29/15-08/28/15	\$82.05/hr.
5.67	BTA		Not to exceed a total of 28 hours-BMS	06/29/15-08/28/15	\$47.30/hr.
5.68	BTA		Not to exceed a total of 68 hours-BHS	06/29/15-08/28/15	\$67.83/hr.
5.69	BTA		Not to exceed a total of 68 hours-BHS	06/29/15-08/28/15	\$71.90/hr.
5.70	BTA		Not to exceed a total of 68 hours-BHS	06/29/15-08/28/15	\$43.26/hr.
5.71	BTA		Not to exceed a total of 68 hours-BHS	06/29/15-08/28/15	\$45.43/hr.

General Education Summer School

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
5.72	BTA		Teacher-ELA Gr. 7-Two sessions (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.73	BTA		Teacher-ELA Gr. 8-Two sessions (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.74	BTA		Teacher-English Gr. 9-One session (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.75	BTA		Teacher-English Gr. 10-One session (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.76	BTA		Teacher-English Gr. 11-One session (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.77	BTA		Teacher-English Gr. 12-One session (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.78	BTA		Teacher-Read 180-Two sessions (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.79	BTA		Teacher-Math Gr. 7-Two sessions (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.80	BTA		Teacher-Math Gr. 8-Two sessions (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.81	BTA		Teacher-Math/Intro to Algebra-One session (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.82	BTA		Teacher-Math/Algebra 1-Two sessions (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.83	BTA		Teacher-Math/Geometry-Two sessions (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.84	BTA		Teacher-Math/College Prep Algebra/Business-One session (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.85	BTA		Teacher-Social Studies/Global Gr. 9-One session (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.86	BTA		Teacher-Social Studies/Global Gr. 10-One session (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.87	BTA		Teacher-Social Studies/US History-One session (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.88	BTA		Teacher-Social Studies/Economics-One session (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.89	BTA		Teacher-Social Studies/Government-One session (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.90	BTA		Teacher-Physical Education/Health-One session of each (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.91	BTA		Teacher-Science/Earth Science-One session (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.92	BTA		Teacher-Science/Living Environment-One session (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.93	BTA		Teacher-School Media Specialist-One session (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.94	BTA		Teacher-Special Education-Two sessions (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.95	BTA		Teacher-Special Education-Two sessions (58 hours per session-pending enrollment)	07/6/15-08/14/15	\$3,206/Session
5.96	BTA		Teacher-Science-Two prepare & score Earth Science performance Test, Part D-Not to exceed 35 hours	07/6/15-08/14/15	\$55.28/hr.
5.97	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.98	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.99	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.100	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.101	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.102	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.103	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.104	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.105	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.106	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.107	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.108	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.109	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.110	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.111	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.112	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.113	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/6/15-08/14/15	\$27.00/hr.
5.114	BTA		Substitute Teacher-As needed	07/6/15-08/14/15	\$55.28/hr.
5.115	BTA		Substitute Teacher-As needed	07/6/15-08/14/15	\$55.28/hr.
5.116	BTA		Substitute Teacher-As needed	07/6/15-08/14/15	\$55.28/hr.
5.117	BTA		Substitute Teacher-As needed	07/6/15-08/14/15	\$55.28/hr.
5.118	BTA		Substitute Teacher-As needed	07/6/15-08/14/15	\$55.28/hr.
5.119	BTA		Substitute Teacher-As needed	07/6/15-08/14/15	\$55.28/hr.
5.120	BTA		Substitute Teacher-As needed	07/6/15-08/14/15	\$55.28/hr.

General Education Summer School Continued

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
5.121	BTA		Substitute Teacher-As needed	07/6/15-08/14/15	\$55.28/hr.
5.122	BTA		Substitute Teacher-As needed	07/6/15-08/14/15	\$55.28/hr.
5.123	BTA		Substitute Teacher-As needed	07/6/15-08/14/15	\$55.28/hr.
5.124	BTA		Substitute Teacher-As needed	07/6/15-08/14/15	\$55.28/hr.
5.125	CSEA		School Nurse - Up to three hours per day, four days per week. <i>Shared position 1 of 3 - not to exceed a combined total of 30 days.</i>	07/6/15-08/14/15	\$35.01/hr.
5.126	CSEA		School Nurse - Up to three hours per day, four days per week. <i>Shared position 2 of 3 - not to exceed a combined total of 30 days.</i>	07/6/15-08/14/15	\$40.61/hr.

Regents Review

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
5.127	CSEA		School Nurse - Up to three hours per day, four days per week. <i>Shared position 3 of 3 - not to exceed a combined total of 30 days.</i>	07/6/15-08/14/15	\$40.61/hr.
5.128	BTA		Teacher-Social Studies/Global-3 days-1 hour daily. Not to exceed 3 hours total. Pending enrollment	08/4/15-08/11/15	\$61.00/hr
5.129	BTA		Teacher-Social Studies/US History-3 days-1 hour daily. Not to exceed 3 hours total. Pending enrollment	08/4/15-08/11/15	\$61.00/hr
5.130	BTA		Teacher-Math/Geometry CC-3 days-1 hour daily. Not to exceed 3 hours total. Pending enrollment	08/4/15-08/11/15	\$61.00/hr
5.131	BTA		Teacher-Math/Geometry -3 days-1 hour daily. Not to exceed 3 hours total. Pending enrollment	08/4/15-08/11/15	\$61.00/hr
5.132	BTA		Teacher-Math/Algebra 1 -3 days-1 hour daily. Not to exceed 3 hours total. Pending enrollment	08/4/15-08/11/15	\$61.00/hr
5.133	BTA		Teacher-English-3 days-1 hour daily. Not to exceed 3 hours total. Pending enrollment	08/4/15-08/11/15	\$61.00/hr
5.134	NC		Teacher-Science/Earth Science -3 days-1 hour daily. Not to exceed 3 hours total. Pending enrollment	08/4/15-08/11/15	\$61.00/hr
5.135	BTA		Teacher-Science/Living Environment -3 days-1 hour daily. Not to exceed 3 hours total. Pending enrollment	08/4/15-08/11/15	\$61.00/hr

Driver Education Program

Funded By Program

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
5.136	NC		Instructor	07/1/15-06/30/16	\$55.00/hr.

Translation Services

Funded by Title III Grant

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
5.137	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.138	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.139	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.140	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.141	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.142	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.143	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.144	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.145	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.146	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.147	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.148	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.149	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.150	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.151	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour
5.152	NC		Translation Services-DSW	07/01/15-6/30/16	\$50.00/hour

Other Work

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
5.153	NC		Chain Crew-BHS	07/01/15-12/31/15	\$106.00/event
5.154	NC		Clock/Timekeeper Scorekeeper-BHS	07/01/15-06/30/16	\$106.00/event
5.155	NC		Clock/Timekeeper Scorekeeper-BHS	07/01/15-06/30/16	\$106.00/event
5.156	NC		Film Crew-BHS	07/01/15-06/30/16	\$106.00/event
5.157	NC		Census Enumerator-DSW	07/01/15-06/30/16	\$19.00/hr.

Study Center-BHS

Not to exceed 1 teacher per day for 35 weeks

No.	Unit	Name	Assignment	Effective Dates	Stipend
5.158	BTA		Teacher-High School Study Center	09/01/15-06/30/16	\$47
5.159	BTA		Teacher-High School Study Center	09/01/15-06/30/16	\$47
5.160	BTA		Teacher-High School Study Center	09/01/15-06/30/16	\$47
5.161	BTA		Teacher-High School Study Center	09/01/15-06/30/16	\$47
5.162	BTA		Teacher-High School Study Center	09/01/15-06/30/16	\$47

Elementary Summer 2015 Reading Intervention Program

Funded By Federal 1 & Title IIA Grants

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
5.163	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.164	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.165	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.

Elementary Summer 2015 Reading Intervention Program Continued

Funded By Federal 1 & Title IIA Grants

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Effective Date</i>	<i>Rate of Pay</i>
5.166	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.167	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.168	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.169	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.170	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.171	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.172	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.173	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.174	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.175	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.176	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.177	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.178	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.179	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.180	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.181	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.182	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.183	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.184	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.185	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.186	BTA		Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.187	BTA		Substitute - Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.188	BTA		Substitute - Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.189	BTA		Substitute - Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.
5.190	BTA		Substitute - Not to exceed a total of 36 hours-FPL	07/17/15-08/7/15	\$55.28/hr.

H.6 Approve Extra Duty Assignments

Interscholastic-BHS

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Stipend</i>
6.1	BTA		Boys' Baseball JV (Spring)	\$4,925
6.2	BTA		Boys' Baseball Varsity Head (Spring)	\$6,533
6.3	BTA		Boys' Baseball Varsity Assistant (Spring)	\$5,031
6.4	BTA		Boys' Basketball JV (Winter)	\$4,925
6.5	BTA		Boys' Basketball Varsity (Winter)	\$7,164
6.6	BTA		Boys' Bowling Varsity	\$3,947
6.7	BTA		Boys' Cross Country Varsity (Fall)	\$5,605
6.8	BTA		Boys' Football JV - 1 of 3 positions (Fall)	\$5,134
6.9	BTA		Boys' Football JV - 2 of 3 positions (Fall)	\$5,134
6.10	BTA		Boys' Football JV - 3 of 3 positions (Fall)	\$5,134
6.11	BTA		Boys' Football Varsity Assistant - 1 of 4 positions (Fall)	\$5,451
6.12	BTA		Boys' Football Varsity Assistant - 2 of 4 positions (Fall)	\$5,451
6.13	BTA		Boys' Football Varsity Assistant - 3 of 4 positions (Fall)	\$5,451
6.14	BTA		Boys' Football Varsity Assistant - 4 of 4 positions (Fall)	\$5,451
6.15	BTA		Boys' Football Varsity Head (Fall)	\$7,702
6.16	BTA		Boys' Golf Varsity (Fall)	\$3,947
6.17	BTA		Boys' Golf JV (Fall)	\$2,883
6.18	BTA		Boys' Lacrosse JV (Spring)	\$4,925
6.19	BTA		Boys' Lacrosse Varsity (Spring)	\$6,533
6.20	BTA		Boys' Lacrosse Varsity Assistant (Spring)	\$5,031
6.21	BTA		Boys' Soccer JV (Fall)	\$4,275
6.22	BTA		Boys' Soccer Varsity (Fall)	\$5,886
6.23	BTA		Boys' Tennis JV (Spring)	\$2,883
6.24	BTA		Boys' Tennis Varsity (Spring)	\$4,384
6.25	BTA		Boys' Track Assistant Varsity (Spring)	\$4,451
6.26	BTA		Boys' Track Varsity (Spring)	\$6,533
6.27	BTA		Boys' Track Varsity Assistant (Winter)	\$4,451
6.28	BTA		Boys' Track Varsity (Winter)	\$6,533
6.29	BTA		Boys' Wrestling JV (Winter)	\$4,925
6.30	BTA		Boys' Wrestling Varsity (Winter)	\$7,163
6.31	BTA		Girls' Clipperette Drill Team (Dance)	\$8,139
6.32	BTA		Girls' Basketball JV (Winter)	\$4,925
6.33	BTA		Girls' Basketball Varsity (Winter)	\$7,164
6.34	BTA		Girls' Bowling Varsity	\$3,947
6.35	BTA		Girls' Cheerleading JV	\$5,938
6.36	BTA		Girls' Cheerleading Varsity	\$8,261

Interscholastic-BMS

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Stipend</i>
6.37	BTA		Girls' Cross Country Varsity (Fall)	\$5,605
6.38	BTA		Girls' Golf Varsity (Spring)	\$3,947
6.39	BTA		Girls' Lacrosse JV (Spring)	\$4,925
6.40	BTA		Girls' Lacrosse Varsity Assistant (Spring)	\$5,031
6.41	BTA		Girls' Lacrosse Varsity Head (Spring)	\$6,533
6.42	BTA		Girls' Soccer JV (Fall)	\$4,275
6.43	BTA		Girls' Soccer Varsity (Fall)	\$5,886
6.44	BTA		Girls' Softball JV (Spring)	\$4,925
6.45	BTA		Girls' Softball Varsity (Spring)	\$6,533
6.46	BTA		Girls' Tennis JV (Fall)	\$2,883
6.47	BTA		Girls' Tennis Varsity (Fall)	\$4,384
6.48	BTA		Girls' Track Varsity Assistant (Winter)	\$4,451
6.49	BTA		Girls' Track Varsity Assistant (Spring)	\$4,451
6.50	BTA		Girls' Track Varsity Head (Winter)	\$6,533
6.51	BTA		Girls' Track Varsity Head (Spring)	\$6,533
6.52	BTA		Girls' Volleyball JV (Fall)	\$4,925
6.53	BTA		Girls' Volleyball Varsity (Fall)	\$7,164
6.54	BTA		Boys' Baseball, Grades 7 & 8 - 1 of 2 positions (Spring)	\$2,985
6.55	BTA		Boys' Baseball, Grades 7 & 8 - 2 of 2 positions (Spring)	\$2,985
6.56	BTA		Boys' Basketball Grade 7 & 8 - 1 of 2 positions (Winter)	\$3,422
6.57	BTA		Boys' Basketball Grade 7 & 8 - 2 of 2 positions (Winter)	\$3,422
6.58	BTA		Boys' Football Grade 7 - 1 of 2 positions (Fall)	\$3,938
6.59	BTA		Boys' Football Grade 7 - 2 of 2 positions (Fall)	\$3,938
6.60	BTA		Boys' Football Grade 8 - 1 of 2 positions (Fall)	\$3,938
6.61	BTA		Boys' Football Grade 8 - 2 of 2 positions (Fall)	\$3,938
6.62	BTA		Boys' Lacrosse Grades 7 & 8 (Spring)	\$2,988
6.63	BTA		Boys' Soccer Grades 7 & 8 (Fall)	\$3,317
6.64	BTA		Boys' Wrestling Grades 7 & 8 - 1 of 2 positions (Winter)	\$3,422
6.65	BTA		Boys' Wrestling Grades 7 & 8 - 2 of 2 positions (Winter)	\$3,422
6.66	BTA		Girls' Basketball Grades 7 & 8 - 1 of 2 positions (Winter)	\$3,422
6.67	BTA		Girls' Basketball Grades 7 & 8 - 2 of 2 positions (Winter)	\$3,422
6.68	BTA		Girls' Cheerleading Grades 7 & 8	\$3,702
6.69	BTA		Girls' Lacrosse Grades 7 & 8 (Spring)	\$2,988
6.70	BTA		Girls' Soccer Grades 7 & 8 (Fall)	\$3,317
6.71	BTA		Girls' Softball Grades 7-8 (Spring)	\$2,988
6.72	BTA		Girls' Volleyball Grades 7 & 8 - 1 of 2 positions (Winter)	\$3,422
6.73	BTA		Girls' Volleyball Grades 7 & 8 - 2 of 2 positions (Winter)	\$3,422
6.74	BTA		Cross Country Grades 7 & 8 - (Fall)	\$3,192
6.75	BTA		Track-Grades 7 & 8 - 1 of 3 positions (Spring)	\$2,988
6.76	BTA		Track-Grades 7 & 8 - 2 of 3 positions (Spring)	\$2,988
6.77	BTA		Track-Grades 7 & 8 - 3 of 3 positions (Spring)	\$2,988

Clubs-BHS

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Stipend</i>
6.78	BTA		Academic Decathlon Club	\$1,714
6.79	BTA		Advertising & Publicity	\$2,780
6.80	BTA		Athletes Helping Athlete - 1 of 2 positions	\$1,714
6.81	BTA		A World of Difference (AWOD)	\$2,150
6.82	BTA		Center of Excellence Advisor	\$2,780
6.83	BTA		Central Treasurer (Clubs/Activities)	\$3,600
6.84	BTA		Chamber Choir	\$3,600
6.85	BTA		Chamber Orchestra	\$3,600
6.86	BTA		Chamber Strings	\$3,600
6.87	BTA		Chess Club	\$1,714
6.88	BTA		Clarinet Choir	\$3,600
6.89	BTA		Class Advisor - 9th Grade - 1 of 2 positions	\$2,150
6.90	BTA		Class Advisor - 9th Grade - 2 of 2 positions	\$2,150
6.91	BTA		Class Advisor - 10th Grade - 1 of 2 positions	\$2,150
6.92	BTA		Class Advisor - 10th Grade - 2 of 2 positions	\$2,150
6.93	BTA		Class Advisor - 11th Grade - 1 of 2 positions	\$2,150
6.94	BTA		Class Advisor - 11th Grade - 2 of 2 positions	\$2,150
6.95	BTA		Class Advisor - 12th Grade - 1 of 2 positions	\$2,150
6.96	BTA		Class Advisor - 12th Grade - 2 of 2 positions	\$2,150
6.97	BTA		Clipper	\$3,600
6.98	BTA		Computer Club	\$1,714
6.99	BTA		DECA/FBLA	\$1,714
6.100	BTA		Drama - Costumes	\$2,150
6.101	BTA		Drama - Director	\$2,780
6.102	BTA		Drama - Producer	\$2,780
6.103	BTA		Drama - Set Construction	\$2,150
6.104	BTA		Drama - Set Design	\$2,150

Clubs-BHS Continued

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Stipend</i>
6.105	BTA	TBD	Drama - Sound	\$1,085
6.106	BTA		Drama-Lighting	\$1,085
6.107	BTA		Drama/Musical/Variety-Posters Club	\$1,085
6.108	BTA		Flute Choir	\$3,600
6.109	BTA		French Club Honor Society	\$1,714
6.110	BTA		Future Teachers Club/ <i>Co-Advisor</i>	\$857 (split)
6.111	BTA		Future Teachers Club/ <i>Co-Advisor</i>	\$857 (split)
6.112	BTA		Gay-Straight Alliance (GSA)/ <i>Co-Advisor</i>	\$857 (split)
6.113	BTA		Gay-Straight Alliance (GSA)/ <i>Co-Advisor</i>	\$857 (split)
6.114	BTA		Glamour Girls	TBD
6.115	BTA		History Club	\$1,714
6.116	BTA		Interact/Rotary	\$1,714
6.117	BTA		Italian Club Honor Society	\$1,714
6.118	BTA		Jazz Ensemble	\$3,600
6.119	BTA		Key Club/ <i>Co-Advisor</i>	\$857 (split)
6.120	BTA		Key Club/ <i>Co-Advisor</i>	\$857 (split)
6.121	BTA		Literacy Club (Fathom/Inkwell)	\$3,600
6.122	BTA		Log/ <i>Co-Advisor</i>	\$1800 (split)
6.123	BTA		Log/ <i>Co-Advisor</i>	\$1800 (split)
6.124	BTA		Math Club	\$1,714
6.125	BTA		Math Honor Society	\$2,150
6.126	BTA		Music Honor Society	\$2,150
6.127	BTA		Musical - Orchestra Director	\$2,150
6.128	BTA		Musical - Accompanist	\$2,150
6.129	BTA		Musical - Choreographer	\$2,150
6.130	BTA		Musical - Costumes	\$2,150
6.131	BTA		Musical - Director	\$2,780
6.132	BTA		Musical - Lighting	\$1,085
6.133	BTA		Musical - Producer	\$2,780
6.134	BTA		Musical - Set Design	\$2,150
6.135	BTA		Musical - Set Construction	\$2,150
6.136	BTA		Musical - Sound	\$1,085
6.137	BTA		Musical - Vocal Director	\$2,780
6.138	BTA		National Honor Society	\$2,150
6.139	BTA		Outdoor Club	\$1,714
6.140	BTA		Peer Facilitator (Peer Mediation)	\$1,714
6.141	BTA		Percussion Ensemble	\$3,600
6.142	BTA		Robotics	TBD
6.143	BTA		SADD	\$1,714
6.144	BTA		School Store	\$2,150
6.145	BTA		Science Bowl	\$1,714
6.146	BTA		Science Honor Society	\$2,150
6.147	BTA		SEQ/ <i>Co-Advisor</i>	\$857 (split)
6.148	BTA		SEQ/ <i>Co-Advisor</i>	\$857 (split)
6.149	BTA		Spanish Club/Honor Society	\$1,714
6.150	BTA		Step Squad & Hip Hop	\$1,714
6.151	BTA		Student Council	\$2,780
6.152	BTA		Sports Day (1 of 2)	\$228
6.153	BTA		Sports Day (2 of 2)	\$228
6.154	BTA		Variety - Accompanist/ Conductor	\$2,150
6.155	BTA		Variety - Choreographer	\$2,150
6.156	BTA		Variety - Costume/Make-Up	\$1,504
6.157	BTA		Variety - Director	\$2,780
6.158	BTA		Variety - Lighting	\$1,085
6.159	BTA		Variety - Producer	\$2,780
6.160	BTA		Variety - Script Writer	\$1,292
6.161	BTA		Variety - Set Construction	\$1,714
6.162	BTA		Variety - Set Design	\$1,714
6.163	BTA		Variety - Sound	\$1,085
6.164	BTA		Variety - Vocal Director	\$2,780
6.165	BTA		Weightlifting Club - Semester 1 - 9/1/15-1/15/16	\$2,780
6.166	BTA		Weightlifting Club - Semester 2 - 1/18/16-6/3/16	\$2,780
6.167	BTA		Weightlifting Program - Summer - 7/1/15-8/31/15	\$2,096

Clubs-BMS

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Stipend</i>
6.168	BTA		Art Club	\$1,714
6.169	BTA		A World of Difference (AWOD)	\$2,150
6.170	BTA		Club/Activity Treasurer	\$2,150
6.171	BTA		Chamber Orchestra	\$1,504
6.172	BTA		History Club	\$1,714
6.173	BTA		International Club - 1 of 2 positions	\$1,504

Clubs-BMS Continued

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Stipend</i>
6.174	BTA		International Club - 2 of 2 positions	\$1,504
6.175	BTA		Jazz Ensemble Advisor	\$2,150
6.176	BTA		Junior Honor Society/ <i>Co-Advisor</i>	\$1075 (split)
6.177	BTA		Junior Honor Society/ <i>Co-Advisor</i>	\$1075 (split)
6.178	BTA		Math Club	\$1,714
6.179	BTA		Musical - Accompanist	\$2,150
6.180	BTA		Musical - Choreographer	\$2,150
6.181	BTA		Musical - Costume Design	\$2,150
6.182	BTA		Musical - Director	\$2,780
6.183	BTA		Musical - Lighting	\$1,714
6.184	BTA		Musical - Set Construction	\$1,714
6.185	BTA		Musical - Set Design	\$1,714
6.186	BTA		Musical-Producer	\$2,780
6.187	BTA		Musical-Sound Design	\$1,027
6.188	BTA		Newspaper Advisor - The Barge	\$2,150
6.189	BTA		Peer Mediation/ <i>Co-Advisor</i>	\$752 (split)
6.190	BTA		Peer Mediation/ <i>Co-Advisor</i>	\$752 (split)
6.191	BTA		Robotics	TBD
6.192	BTA		Science Club/ <i>Co-Advisor</i>	\$857 (split)
6.193	BTA		Science Club/ <i>Co-Advisor</i>	\$857 (split)
6.194	BTA		South Country Singers	\$1,504
6.195	BTA		Student Council	\$1,714
6.196	BTA		Vocal Director	\$2,780
6.197	BTA		Yearbook	\$2,150

Clubs-FPL

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Stipend</i>
6.198	BTA		Student Council	\$2,150
6.199	BTA		A World of Difference (AWOD)	\$2,150
6.200	BTA		Lego/Robotics	\$1,714

H.7 Approve Substitutes

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Effective Date</i>	<i>Rate of Pay</i>
7.1	NC		Substitute Teaching Assistant-DSW	05/8/15-06/26/15	\$9.75/hr.
7.2	NC		Guard Substitute/Summer-DSW	07/06/15-08/31/15	\$21.00/hr.
7.3	NC		Guard Substitute/Summer-DSW	07/06/15-08/31/15	\$21.00/hr.
7.4	NC		Guard Substitute/Summer-DSW	07/06/15-08/31/15	\$19.00/hr.
7.5	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.6	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.7	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.8	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.9	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.10	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.11	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.12	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.13	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.14	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.15	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.16	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.17	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.18	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.19	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.20	NC		Substitute Clerical-DSW	07/01/15-06/30/16	\$13.00/hr.
7.21	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.22	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.23	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.24	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.25	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.26	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.27	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.28	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.29	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.30	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.31	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.32	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.33	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.34	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.35	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.36	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.37	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.

H.7 Approve Substitutes Continued

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
7.38	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.39	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.40	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.41	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.42	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.43	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.44	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.45	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.46	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.47	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.48	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.49	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.50	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.51	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.52	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.53	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.54	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.55	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.56	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.57	NC		Substitute Custodial Worker-DSW	07/01/15-06/30/16	\$11.00/hr.
7.58	NC		Substitute School Nurse-DSW	07/01/15-06/30/16	\$175/day
7.59	NC		Substitute School Nurse-DSW	07/01/15-06/30/16	\$175/day
7.60	NC		Substitute School Nurse-DSW	07/01/15-06/30/16	\$175/day
7.61	NC		Substitute School Nurse-DSW	07/01/15-06/30/16	\$175/day
7.62	NC		Substitute School Nurse-DSW	07/01/15-06/30/16	\$175/day
7.63	NC		Substitute School Nurse-DSW	07/01/15-06/30/16	\$175/day
7.64	NC		Substitute School Nurse-DSW	07/01/15-06/30/16	\$175/day
7.65	NC		Substitute School Nurse-DSW	07/01/15-06/30/16	\$175/day
7.66	NC		Substitute School Nurse-DSW	07/01/15-06/30/16	\$175/day

LEGEND

Schools/Buildings

BHS = Bellport High School
 BMS = Bellport Middle School
 FPL = Frank P. Long Intermediate
 BRK = Brookhaven Elementary
 KRM = Kreamer Street Elementary
 VWC = Verne W. Critz Elementary
 SHS = South Haven School
 SSS = Student Support Services
 DSW = District Wide
 CO = Central Office
 CO = Central Office

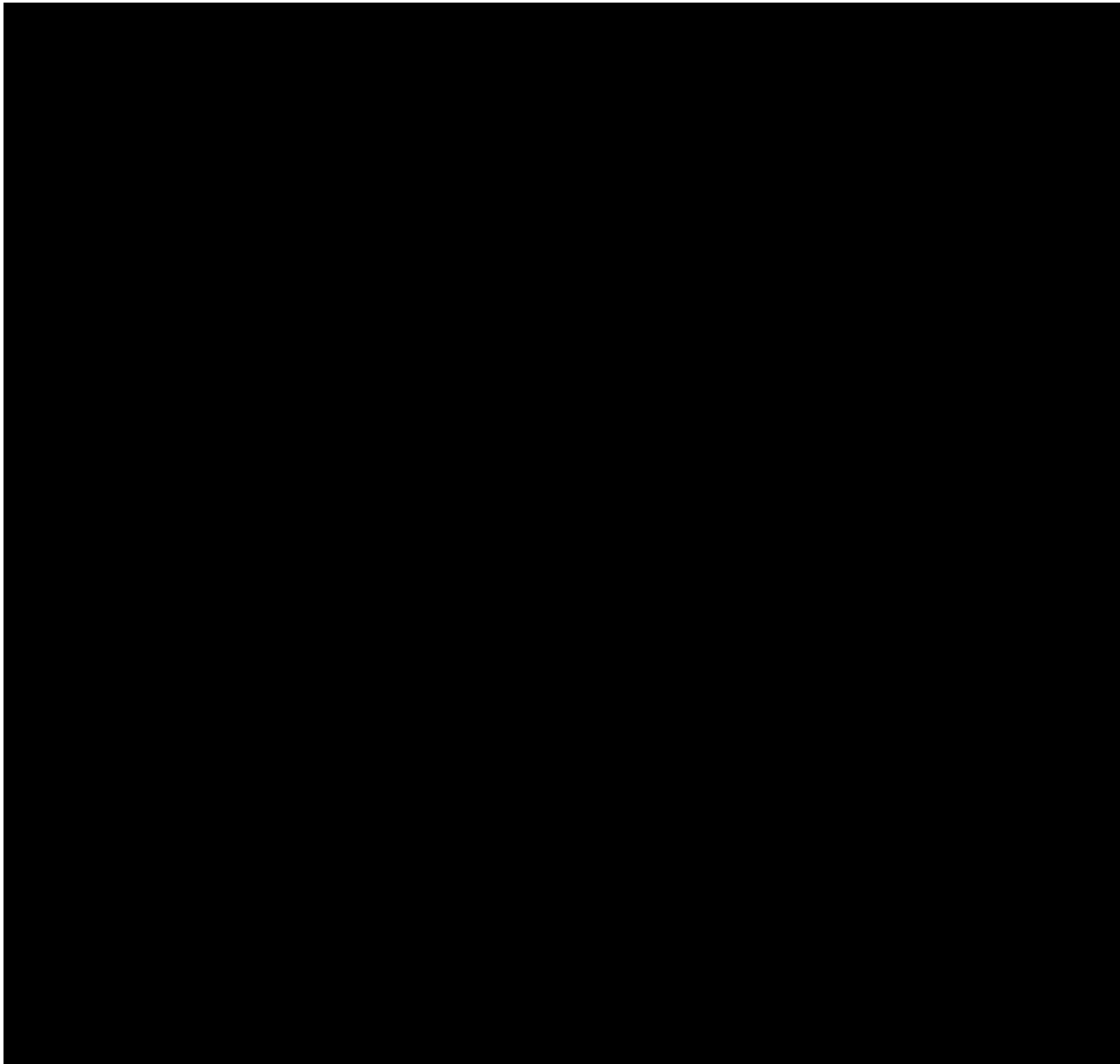
Unit/Group

BTA = Teachers
 BTAA = TA/Aides/Monitors
 SCAA = Directors/Principals/AP
 SEC = Security
 CSEA = Clerical/B&G/Nurses
 STU = Student Worker
 VOL = Volunteer
 NC = Non Contractual



SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
OFFICE OF HUMAN RESOURCES

PROFILE SHEET



South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: June 10, 2015

OFFICE OF ORIGIN: Business Office

DATE MATERIAL SUBMITTED: June 1, 2015

CATEGORY OF ITEM: Action

I.

Education Services Contracts:

- 1 Little Flower Union Free School District
- 2 Eastport South Manor Central School District
- 3 AHRC Suffolk
- 4 Maryhaven Center of Hope
- 5 Cleary School for the Deaf

Consultant Services Contracts:

- 6 Reddy Consulting Services
- 7 The Institute for Children with Autism and Related Disorders
- 8 MKSA
- 9 Life's WORC
- 10 Career & Employment Options (CEO), Inc.
- 11 Complete Rehabilitation PT, OT, SLP of the Hamptons
- 12 Nassau Suffolk Services for the Autistic, Inc.
- 13 Eden II School for Autistic Children, Inc.
- 14 The Therapy Spot, PLLC
- 15 All About Kids
- 16 St. James Tutoring, Inc.
- 17 New York Therapy Placement Services, Inc.
- 18 Manorville Speech
- 19 Achieve Beyond
- 20 Da Vinci Education & Research, LLC
- 21 Serene Home Nursing Agency
- 22 Long Island Tutorial Services, Inc.
- 23 Health Source Group
- 24 Tender Age PT, Inc.
- 25 Richard W. Johnson, PT
- 26 Management and Advisory Group Special Services, Inc.
- 27 Metro Therapy, Inc.

Health Services Contracts:

- 28 Three Village Central School District
- 29 Commack Union Free School District
- 30 Rider to Agreement with Wiedersum
- 31 SEQRA Resolution for Frank P. Long Steam Pipe Abatement
- 32 Declaration of Obsolete Equipment
- 33 Budget Transfers (3)
- 34 TAN's Resolution
- Resolution to Approve ES BOCES Cooperative Educational Services at
- 35 \$8,850,206.67

**South Country Central School District
Administrative Office
189 Dunton Avenue
East Patchogue, New York 11772**

**SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(b)**

This Agreement is entered into this ____ day of _____, 2015, by and between the Board of Education of the South Country Central School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772, and the Board of Education of the Little Flower Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 2460 North Wading River Road, Wading River, New York.

W I T N E S S E T H

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities in those situations where the SENDING DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the SENDING DISTRICT; and

WHEREAS, the RECEIVING DISTRICT is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the RECEIVING DISTRICT shall include, but not be limited to the following:
 - Instructional Services
 - Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).

2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.
3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon the modification of a student's IEP.
4. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
6. The RECEIVING DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. Upon the execution of this Agreement, and at the request of the SENDING DISTRICT, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-

School Special Education (CPSE). The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, and at no additional cost, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.

11. The RECEIVING DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection the services provided under this Agreement, and upon request shall be entitled to copies of same at no additional cost.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate said information, directly or indirectly, with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties except as required by law or this Agreement. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
15. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.

16. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.
18. Insurance
 - a. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the RECEIVING DISTRICT and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT in connection with the performance of the RECEIVING DISTRICT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
 - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
 - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
 - d. Upon the execution of this Agreement, the RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION

1. RECEIVING DISTRICT shall be entitled to recover tuition for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education. The tuition rate shall not exceed the actual net cost of educating such student. If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would indicate the net cost of educating such student, the tuition rate shall be determined in

accordance with the formula set forth in Part 174 of the Regulations of the Commissioner of Education.

2. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.
3. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested and a breakdown of the total amount due for the period specified.
4. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
5. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

- a. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
- c. In the event the SENDING DISTRICT or the RECEIVING DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. RECEIVING DISTRICT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.

5. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
9. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
10. Entire Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. Amendment: This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
12. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SOUTH COUNTRY CSD

LITTLE FLOWER UFSD

By: _____

President, Board of Education

By: Cynthia Stachurska

Superintendent

President, Board of Education

SPECIAL EDUCATION SERVICES CONTRACT
EDUCATION LAW § 4401(2)(B)

This Agreement is entered into this 1st day of **July 2015** by and between the Board of Education of the **South Country School District** (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at **189 Dunton Avenue, East Patchogue, New York 11772** and the **Eastport South Manor Central School District** (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at **149 Dayton Avenue, Manorville, New York 11949**.

WITNESSETH

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities in those situations where the SENDING DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the SENDING DISTRICT; and

WHEREAS, the RECEIVING DISTRICT is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. **TERM:**

1. The term of this Agreement shall be from **July 1, 2015**, through **June 30, 2016**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **CONDITIONS:**

In performing services specified in this Agreement, it is understood that:

1. This Agreement, and any amendments to this Agreement, will not be in effect unless/ until agreed to in writing and signed by authorized representatives of both parties.
2. The RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING DISTRICT, its officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, error or negligence of the RECEIVING DISTRICT, its officers, directors, agents or employees in relation to the performance of this Agreement.
3. The SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING DISTRICT, its officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, error or

negligence of the SENDING DISTRICT, its officers, directors, agents or employees in relation to the performance of this Agreement.

C. SERVICES AND RESPONSIBILITIES:

1. The RECEIVING DISTRICT shall provide the services heretofore requested by the SENDING DISTRICT for the student(s) referenced in the attached schedule, incorporated by reference herein, and made a part of this agreement, and for the period set forth above.
2. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time.
 - a. Prompt notice shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.
 - b. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents necessary for the RECEIVING DISTRICT to implement the IEP.
3. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
4. The RECEIVING DISTRICT shall provide conscientious, competent, and diligent services throughout the term of this Agreement.
5. The RECEIVING DISTRICT agrees to make relevant personnel available to participate in meetings of the SENDING DISTRICT'S Committee on Special Education (CSE), where appropriate, and at no additional cost, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.
6. The RECEIVING DISTRICT shall perform background checks and fingerprinting of all staff directly providing services to students, and comply with all provisions of the Safe Schools against Violence in Education (SAVE) Act to the extent applicable. The RECEIVING DISTRICT shall provide the SENDING DISTRICT with the appropriate proof of clearance for employment by the New York State Education Department upon request.
7. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full and complete reports concerning the education and progress of the student(s) covered by the terms of this Agreement. The RECEIVING DISTRICT will render such reports to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.

8. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained by the RECEIVING DISTRICT in connection with those students receiving services under this Agreement.
9. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
10. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.

D. REPRESENTATIONS:

1. The RECEIVING DISTRICT represents that all services under this Agreement will be provided by individuals who are of good character, who are in good professional standing, and who possess current and valid licenses/certifications necessary to perform the services under this Agreement. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement have been found to have engaged in any criminal or professional misconduct or incompetence. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement.
2. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition, as set forth in the attached schedule, from the SENDING DISTRICT for each student receiving services pursuant to this Agreement, incorporated by reference herein, and made a part of this agreement.
2. The parties understand that the projected rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.
3. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the period for which payment is being requested and a breakdown of the total amount due for the period specified. A copy of the tuition worksheet shall accompany each invoice.

4. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of its receipt of each invoice by the SENDING DISTRICT.

F. INSURANCE:

1. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the SENDING DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT, its officers, agents, or employees in connection with the performance of the RECEIVING DISTRICT's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the SENDING DISTRICT in the event of cancellation or non-renewal. Upon request, the RECEIVING DISTRICT shall supply the SENDING DISTRICT with a copy of said policy / policies.

G. TERMINATION:

1. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement except as otherwise set forth herein.
3. The Parties agree that the withdrawal or discharge of the Student from the RECEIVING DISTRICT'S program shall provide a basis to immediately terminate this Agreement without any further liability to the party except as otherwise set forth herein.
4. In the event the SENDING DISTRICT or the RECEIVING DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. NOTICES

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

I. SUCCESSORS AND ASSIGNS:

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

J. WAIVER OF RIGHTS

1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

K. SEVERABILITY

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

L. GOVERNING LAW

1. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations

M. ENTIRE AGREEMENT:

1. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement 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.
2. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

**South Country School District
President, Board of Education**

**Eastport South Manor Central School District
President, Board of Education**

Date _____

Date _____

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 N. DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772**

INSTRUCTIONAL SERVICES CONTRACT

This Agreement is entered into this 20th day of May, 2015 by and between Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and AHRC Suffolk (hereinafter "AHRC"), having its principal place of business for the purpose of this Agreement at 2900 Veterans memorial Highway, Bohemia, New York 11716.

W I T N E S S E T H

WHEREAS the DISTRICT is authorized under the Education Law to contract with non-public schools within the State of New York for the instruction of students with disabilities in those situations where the DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the DISTRICT; and

WHEREAS, AHRC is a non-public school located within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The term of this Agreement shall be from July 1, 2015 through June 30, 2016, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

In performing services specified in this Agreement, it is understood that:

1. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
2. AHRC agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, error or negligence of the AHRC, its officers, directors, agents or employees in relation to the performance of this Agreement.

C. SERVICES AND RESPONSIBILITIES:

1. AHRC shall provide instructional services to those student(s) listed on the attached "Schedule A," incorporated by reference herein and made a part of this Agreement.
 - a. A student(s) may be added or deleted from the attached Schedule A only by an agreement, in writing, signed by authorized representatives from both parties. In the event that a student(s) is/are added or deleted during the term of this Agreement, the payment amount owed by the DISTRICT shall be adjusted accordingly.
2. All services provided by AHRC to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time.
 - a. Prompt notice shall be given by the DISTRICT to AHRC upon any modification of a student's IEP.
 - b. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents necessary for AHRC to implement the IEP.
3. AHRC shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
4. AHRC shall provide conscientious, competent, and diligent services throughout the term of this Agreement.
5. AHRC agrees to make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to AHRC of such meetings.
6. AHRC shall perform background checks and fingerprinting of all staff directly providing services to students, and comply with all provisions of the Safe Schools Against Violence in Education (SAVE) Act. AHRC shall provide the DISTRICT with the appropriate proof of clearance for employment by the New York State Education Department.
7. The DISTRICT shall obtain releases or other legal documents necessary for AHRC to render full and complete reports concerning the education and progress of the student(s) covered by the terms of this Agreement. AHRC will render such reports to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.

8. The DISTRICT shall have the right to examine any or all records or accounts maintained by AHRC in connection with this Agreement.
9. Upon reasonable prior written notice, AHRC shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of AHRC.
10. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, AHRC shall promptly give written notice of same to the DISTRICT.

D. REPRESENTATIONS:

1. AHRC represents that all services under this Agreement will be provided by individuals who are of good character, who are in good professional standing, and who possess current and valid licenses/certifications necessary to perform the services under this Agreement. AHRC represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence. Upon the execution of this Agreement, AHRC shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement.
2. In the event that the required license/certification of any agent or employee of AHRC providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, AHRC shall immediately notify AHRC in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. AHRC shall be entitled to recover tuition from the DISTRICT for each student receiving services pursuant to this Agreement in accordance with the Commissioner's formula for calculating tuition for non-resident students.
 - a. The parties understand that this rate is subject to change by the State Education Department. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.
2. Requests for payment by AHRC shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified. A copy of the tuition worksheet shall accompany each invoice.

To AHRC:

AHRC Suffolk
2900 Veterans Memorial Highway
Bohemia, NY 11716

I. SUCCESSORS AND ASSIGNS:

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

J. WAIVER OF RIGHTS

1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

K. SEVERABILITY

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

L. GOVERNING LAW


1. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations

M. ENTIRE AGREEMENT:

1. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement 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.
2. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

AHRC

DISTRICT


By: William J. Leonardi

By:

Date 5/20/15

Date _____

SCHEDULE A

Student(s) to whom services shall be provided pursuant to this AGREEMENT:

Name of Student(s)	Date of Birth	ESY Eligible
1 Student A		Yes
Student B		Yes
Student C		Yes

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
Administrative Offices
189 Dunton Avenue
East Patchogue, New York 11772
(631) 730-1501

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this _____ day of July, 2015 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York, and Maryhaven Center of Hope (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 51 Terryville Rd., Port Jefferson Station, New York.

W I T N E S S E T H

WHEREAS the DISTRICT is authorized under the Education Law to contract with private, residential schools in the State of New York for the instruction of students with disabilities in those situations where the DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the DISTRICT; and

WHEREAS, the SCHOOL is a private, residential school in the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. **TERM**

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:
 - Instructional Services
 - Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).
2. The SCHOOL shall provide the services set forth in this Agreement to those student(s) set forth in the attached Schedule "A", incorporated by reference herein and made a part of this Agreement.

3. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student's IEP.
4. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, the SCHOOL shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The SCHOOL shall maintain its status as an approved special education provider. In the event the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
9. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. The SCHOOL will work cooperatively with the DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings and at no additional cost to the DISTRICT.

11. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records maintained and/or created by the SCHOOL in connection with the services provided under this Agreement, and upon request shall be entitled to copies of same at no additional cost to the DISTRICT.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
15. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
16. Upon reasonable prior written notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.
17. In the event the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or otherwise initiates litigation in connection with the services provided under this Agreement, the SCHOOL shall promptly give written notice of the same to the DISTRICT.
18. Insurance

- a. The SCHOOL, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the SCHOOL and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the SCHOOL in connection with the performance of the SCHOOL'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the SCHOOL shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the SCHOOL will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The SCHOOL shall be entitled to recover tuition and maintenance for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education, and the maintenance rate established by the Commissioner of Social Services.
 - a. The payment of tuition and/or maintenance, respectively, shall be the responsibility of the appropriate agency/entity designated by law.
2. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.
4. The DISTRICT shall give the SCHOOL notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

- a. Either the DISTRICT or the SCHOOL may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
- c. In the event the DISTRICT or the SCHOOL terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Defense / Indemnification

- a. The SCHOOL agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SCHOOL, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- b. The DISTRICT agrees to defend, indemnify and hold harmless the SCHOOL, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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


To District: Superintendent of Schools
South Country Central School District
189 Dunton Avenue
East Patchogue, NY 11772

To School: Maryhaven Center of hope
51 Terryville Road
Port Jefferson Station, NY 11776

4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SCHOOL

DISTRICT


By: Karen Estrada
VP of Finance
5/11/15

By:
President, Board of Education

SCHEDULE A

Student(s) to whom services shall be provided pursuant to this AGREEMENT:

Name of Student(s)	Date of Birth
[REDACTED]	[REDACTED]

SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(e)

MAY 08 2015

This Agreement is entered into this _____ day of _____, 2015 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772, and the Cleary School for the Deaf (hereinafter the "SCHOOL"), having its principal place of business for the purpose of this Agreement at 301 Smithtown Boulevard, Nesconset New York.

WITNESSETH

WHEREAS, the DISTRICT is authorized under the Education Law to contract with private, non-residential schools within the State of New York for the instruction of students with disabilities in those situations where the DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the DISTRICT; and

WHEREAS, the SCHOOL is a private, non-residential school within the State of New York authorized to provide special education and related services to students with disabilities, and identified under Article 85 of the Education Law (§4201 et seq.).

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:
 - Instructional Services
 - Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).
2. The SCHOOL shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student's IEP.

4. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.
6. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. Upon the execution of this Agreement, the SCHOOL shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
9. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. The SCHOOL will work cooperatively with the DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
11. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby

acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
15. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
16. Upon reasonable prior notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the SCHOOL shall promptly give written notice of same to the DISTRICT.
18. Insurance
 - a. The SCHOOL, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the SCHOOL and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the SCHOOL in connection with the performance of the SCHOOL'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the SCHOOL shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the SCHOOL will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The SCHOOL shall be entitled to recover tuition from the DISTRICT for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education.
2. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which payment is being requested and a breakdown of the total amount due for the period specified.
3. The DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.
4. The DISTRICT shall give the SCHOOL notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

- a. Either the DISTRICT or the SCHOOL may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
- c. In the event the DISTRICT or the SCHOOL terminates this Agreement with or without cause, such termination of the Agreement shall not

discharge the parties' existing obligations to each other as of the effective date of termination.

2. Defense / Indemnification

- a. The SCHOOL agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SCHOOL, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- b. The DISTRICT agrees to defend, indemnify and hold harmless the SCHOOL, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

To District: Superintendent of Schools
 South Country CSD
 189 Dunton Avenue
 East Patchogue, New York 11772

To School: Cleary School for the Deaf
 301 Smithtown Boulevard
 Nesconset, New York 11767

4. It is expressly understood that this Agreement shall not be assigned or transferred without the prior written consent of the other party.
5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
Administrative Offices
189 Dunton Avenue
E. Patchogue, New York 11772

THIS AGREEMENT made this 9 of May, 2015 and entered into, by and between the Board of Education of the South Country Central School District (the "District"), a public body corporate with its principal place of business for purposes of this agreement at 189 Dunton Avenue, East Patchogue, NY 11772 and Reddy Consulting Services, Inc ("RCS") with its principal place of business for purposes of this agreement at 460 Rowlinson Drive, Shirley, NY 11967.

WHEREAS, RCS has represented to the District that it has expertise in the preparation, submission and reconciliation of Medicaid reimbursement claims resulting in the collection of funds that are due organizations such as the District for the past and future services; and the District is desirous of contracting with a firm with the expertise in the field of collection from the District and subsequent reconciliation of Medicaid claims due the District for services rendered to disabled children in the School District and others, based upon information furnished to and relied upon by RCS.

WHEREAS, the District and RCS have agreed upon the following terms and conditions for RCS to perform services that the District needs in order to be fully compensated for rendering services to disabled persons and others in accordance with the laws of the United States and the State of New York for the mutual benefit of both organizations.

NOW, THEREFORE, in consideration of the premises and obligations set forth herein and for other good and valuable consideration, the receipt of which and the adequacy of which is hereby acknowledged by each of the parties, it is agreed as follows:

1. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

2. MONTHLY SERVICE FEE

The District agrees to pay RCS a fee at the rate in the manner that is set forth in Appendix A. Invoices shall be generated by RCS on the date agreed set forth in Appendix A of this agreement. RCS payment requests with supporting documentation will be sent to the appropriate departments finance unit, as set forth in Appendix A of said Agreement. The District shall make payment to RCS within 30 days of receipt of invoice. Upon the District's request, RCS shall provide documentation and verification of any Medicaid-in-Education revenue resulting from RCS finding and actions.

3. RCS RESPONSIBILITIES

RCS will do the following:

- 3.1 Identify and create Medicaid demographic diskettes and submit to the Central New York's Regional Information Center MEDWeb ("CNYRIC") program for processing.
- 3.2 Locate, review and maintain billable data pertaining to the District's Medicaid Eligible students receiving a service(s) per the student(s) Individual Education Plan (IEP).
- 3.3 Compose the District's Medicaid claims, from information furnished by the District, obtain the District's signature and submit to CNYRIC for processing.
- 3.4 Reconcile Medicaid Remittance payments and statements. Investigate discrepancies and resubmit rejections.
- 3.5 Maintain Medicaid documentation with approval by the District, in accordance with State and Federal requirements.
- 3.6 Maintain financial documentation pertaining to Medicaid claims.
- 3.7 Maintain log for Med Web Control #s.
- 3.8 Provide the District with reports or updates in regards to Medicaid maximization and progress.
- 3.9 Assist the District at audits conducted by Federal and State oversight agencies concerning services provided by RCS during the term of this Agreement and in accordance to the fee set forth in Appendix A of this agreement.
- 3.10 Provide training to service providers, special education staff and finance staff regarding appropriate Medicaid billing practices.
- 3.11 Provide monthly service report forms and missing lists to district(s) for assistance in obtaining missing information from service provider(s).
- 3.12 Attend Medicaid meetings at County, State and district(s) RIC and report Meeting Minutes to Special Education Director and Finance Director.

4. DISTRICT'S RESPONSIBILITIES

The District will provide the following to RCS upon which RCS will rely:

- 4.1 Provide a demographic report of all special education students and referrals (to develop and maintain Medicaid Eligibility List).
- 4.2 Provide consultant with district(s) BedsCode Number, Regional Information Center Number (RIC), Provider Number
- 4.3 A copy of the current RIC diskette containing Medicaid Eligibility and Medicaid Remittance information. Medicaid Eligibility List, Non/Near Match List, current Remittance statement, district(s) Special Transportation policy, district(s) School Calendars for contractual periods.
- 4.4 Access to Annual Reviews, Amended/Requested Reviews, Re-evaluations, Attendance, Evaluation(s), Monthly Service Reports, Prescription(s), Progress Notes, Referral(s), SSI letter for appropriate students.
- 4.5 Access to provider(s) Credentials, Attendance, Service Logs, and Bills - showing actual dates of service for each student, notification of new providers or changing providers.

- 4.6 Access to "Under the Direction of Statements", SLP logs showing observance of the TSSH whom they are providing "Under the Direction of", Statements of Re-Assignments and Provider Agreements for outside providers.
- 4.7 Copies of all Remittance payments and statements for reconciliation.
- 4.8 Notify consultant of all State, Federal and Nassau BOCES Medicaid meetings and or updates pertaining to Medicaid in Education Program of which the District has notice.

5. CONFIDENTIALITY

Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

6. TERMINATION

Either party may terminate this Agreement, upon sixty (60) days written notice. In the event that either party terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

7. GENERAL TERMS

- 7.1 **Governing Law.** This Agreement shall be governed by the laws of the state of New York. In the event that any proceeding of a judicial nature is brought to determine any matter arising out of, or in connection with, this Agreement, the proceeding shall be brought in a court of competent jurisdiction in the state of New York.
- 7.2 The heading of the various section of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.
- 7.3 **Severability.** In the event any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provision of this Agreement shall nevertheless remain in full force and effect.

- 7.4 Interpretation. When the context in which the words are used in this Agreement indicates that such is the intent, the words in the singular number shall include the plural and vice versa, and words in the masculine gender shall include feminine and neuter genders and vice versa.
- 7.5 Successors. This Agreement shall be binding upon the parties hereto, and their successors.
- 7.6 Notices. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be in writing and shall be deemed given upon earliest of (a) delivery or (b) five business days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at the address set forth in this Agreement.
- 7.7 Amendments and Waivers. This Agreement may not be modified, amended, extended or augmented without prior written consent of RCS and the District. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
- 7.8 Relationship between the Parties. The District, its employees, agents and subcontractors performing under this Agreement are not employees or agents of RCS. Neither RCS nor the District employees shall hold themselves out or claim to be employees of the other. RCS and its employees shall be solely responsible for the payment of federal and state income taxes applicable to this agreement.
- 7.9 Neither RCS nor any of its employees or agents will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employees Retirement System, health or dental insurance, or malpractice insurance, or the like.
- 7.10 It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

8. LIABILITY

- 8.1 RCS is relying upon the District to provide accurate student and staff information and all other data as set forth herein to be supplied by the District. RCS shall not be liable for any damages or losses incurred by District of any kind, or nature, including but not limited to a payback for monies paid to the District; if the information supplied by the District to RCS was incomplete or erroneous in any way.
- 8.2 RCS agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, demands, actions, lawsuits, costs, damages and expenses including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of RCS, its officers, directors, agents or employees in connection with the performance of services pursuant to this agreement. The obligations pursuant to this provision shall survive the termination of this agreement.

9. CONFIDENTIAL DISCLOSURE OF MEDICAID FRAUD

RCS is aware that its practices and the acts of its employees relating to Medicaid Billing, data collection, Medicaid payments, and all of the services listed in Section 3 of the Contract may be

confidentially reported by an employee of the South Country School District to the New York State Medicaid Compliance Officer, if the employee believes such practices is inappropriate. RCS shall participate with state agencies and the school district to determine the credibility of the allegation and the existence of a Medicaid violation. If a violation is found attributable in whole or part to an action or practice taken by RCS or its employees, RCS shall work with the state agencies and the District to remedy the violation and its effects. RCS shall cooperate with the District's efforts to write a remedial plan for correcting the violations. The training RCS provides to the District's staff and other school district employees pursuant to Section 3.10 of this Agreement shall include information regarding the Confidential Disclosure Policy, the contact information of the New York Compliance Officer, and an assurance that no employee will face retaliation for reporting Medicaid abuse and fraud.

10. POSSIBILITY OF MEDICAID COMPLIANCE PROGRAM

If during the duration of this Agreement the Board decides, pursuant to New York Social Services Law § 363-d, to develop and implement a Medicaid compliance program to detect fraud, waste, and abuse, RCS will cooperate with the District's efforts to protect the integrity of the school district's Medicaid billing practices, provided both parties agree in writing and the District gives RCS thirty (30) days written notice of its desire to discuss such a change in this Agreement

11. 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:


To RSC: Reddy Consulting Services, Inc
 Johanna Reddy
 P.O. Box 605
 Yaphank, NY 11980-0605

To the District: Superintendent of Schools
 South Country CSD
 Administration Building
 189 Dunton Avenue
 East Patchogue, NY 11772

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

REDDY CONSULTING
SERVICES, INC.

SOUTH COUNTRY CENTRAL
SCHOOL DISTRICT

BY: 

JOHANNA REDDY
Medicaid Consultant

BY: _____
PRESIDENT
Board of Education

162408

APPENDIX A

The fee for RCS consulting services is \$16,500.00 for the 2015-2016 contractual school years¹.

RCS will invoice the District each month. The District shall make payment to RCS within 30 days of receipt of invoice.

¹ School year is from July 1, 201~~5~~⁴ – June 30, 201~~4~~⁵.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this _____ day of _____, 2015 by and between the Board of Education of the South Country Central **School District** (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Ave., East Patchogue, New York, and **The Institute for Children with Autism and Related Disorders, Inc.** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1149 Old Country Road, Bldg. E, Riverhead, NY 11901.

A. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to this services set forth on the attached Quote Sheet, incorporated by reference herein and made a part of this agreement.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated,

suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

9. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
10. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
11. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
13. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
14. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
15. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
16. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.

18. Insurance:

- a. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the attached Quote Sheet, following the presentation of detailed invoices by CONSULTANT to the DISTRICT.
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:

- a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given

in accordance with the requirements for all notices pursuant to this Agreement set forth below.

- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification: CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

To District: Superintendent of Schools
South Country CSD
189 Dunton Ave.
East Patchogue, NY 11772

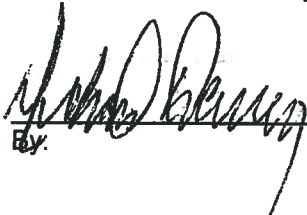
To Consultant: Michael Darcy
Institute for Children with Autism and Related Disorders
1149 Old Country Rd., Bldg. E
Riverhead, NY 11901

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

6. **No Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. **Severability:** Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. **Governing Law:** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
9. **Venue:** Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
10. **Entire Agreement:** This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. **Amendment:** This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. **Execution:** This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

**The Institute for Children with Autism
and Related Disorders, Inc.**


By: _____

South Country CSD

By: _____

President, Board of Education

QUOTE SHEET

REQUEST FOR PROPOSAL FOR SPECIAL EDUCATION RELATED SERVICES FOR THE SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Name of Provider: Institute for Children with Autism and Related Disorders, Inc.

Contact Name and Title: Michael Darcy, Director and Chief Clinical Officer

Address: 1149 Old Country Rd, Bldg. E, Riverhead, N.Y. 11901

Telephone # 631-727-7691 Fax # 631-727-8618

E Mail: autismhelpcenter@aol.com Website: www.instituteforchildrenwithautism.com

Type(s) of Related Service and Rate Information for each type of Related Service that would be included in a potential agreement with the District (or attach rate sheet):

Type of Related Service: Autism Consultation Rate Information: \$125. per hour

Type of Related Service: Behavioral Consultation Rate Information: \$125. per hour

Type of Related Service: Parent Training Rate Information: \$125. per hour

Type of Related Service: Home ABA Therapy (Teacher) Rate Information: \$75. per hour

Type of Related Service: Home ABA Therapy (Para) Rate Information: \$50. per hour

Type of Related Service: ADOS Evaluation Rate Information \$1600/ per eval.

Type of Related Service: Staff, Training Rate Information: \$125. per hour

Type of Related Service: Transition Planning Rate Information: \$100 per hour

Type of Related Service: Psychiatric Evaluations Rate Information: \$1000 per eval.

Type of Related Service: _____ Rate Information: _____

Type of Related Service: _____ Rate Information: _____

Type of Related Service: _____ Rate Information: _____

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this ____ day of _____, 2015 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and MKSA (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 125 East Bethpage Road, Suite 5, Plainview, New York 11803.

A. **TERM**

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, CONSULTANT shall provide those professional staff and services listed in the attached Rate Schedule, incorporated by reference herein and made a part of this Agreement, to the DISTRICT, as needed, and in accordance with the terms of this Agreement.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this

Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not

use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

C. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

1. See attached Rate Schedule
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.
3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
6. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.
 2. Independent Contractor:
 - a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
 - b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
 - c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
 3. Defense / Indemnification:
 - a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
 4. Notices
 - a. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Superintendent of Schools
South Country CSD
189 Dunton Avenue
East Patchogue, NY 11772

To Consultant: MKSA
125 East Bethpage Road, Suite 5
Plainview, New York 11803

5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

DISTRICT

Ann Marie Vignatti
By: *Program Director*
162435 *05/21/15*

By: _____

MKSA, LLC (a subsidiary of HASC) 2015/2016 Rate Schedule

Service	Description	Rate for 60 min session	Rate for 30 min session	Rate for 40-45 min session or 1 classroom period	Rate for 75 min session
<u>Special Education</u>					
	NYS Certified Teachers				
ABA, Direct Instruction, SEIT (school aged)		\$95.00	\$57.00		\$118.75
Behavior Intervention Svcs, Tutoring		\$95.00	\$57.00		
Vision		\$95.00	\$57.00	\$75.00	
Reading Specialist		\$120.00	\$62.00	\$93.00	
Resource Room Ind		\$95.00	\$57.00	\$75.00	
Resource Room Grp	max 5:1	\$430.00	\$215.00	\$295.00	
Home Tutoring - Non Special Ed		\$80.00			
<u>Other Services</u>					
Parent Training by BCBA		\$120.00			
Parent Training by Spec. Educator, Psychologist, Social Worker		\$95.00			
Counseling, Licensed Social Worker		\$95.00	\$57.00	\$75.00	
Social Skills Group	max 6	\$380.00	\$215.00	\$295.00	
Exam Proctoring		\$65.00			
ASL Translator		\$65.00			
<u>Related Services: Speech, PT, OT</u>					
Individual			\$57.00	\$85.00	
Group; Max 4 students			\$171.00	\$255.00	
Push into classroom			\$76.00	\$114.00	
Auditory based therapy (MKSA Clinic)		\$120.00	\$62.00	\$93.00	
PROMPT Speech Therapy		\$120.00	\$62.00	\$93.00	
PROMPT trained Speech/ Language Pathologist					
ABA School Consult		\$95.00			
ABA School Consult BCBA or Psychologist		\$120.00			
Behavior Consultation		\$95.00			
Behavior Consultation-Psychologist or BCBA		\$120.00			
Program Supervision		\$95.00			
Program Supervision Psychologist or BCBA		\$120.00			
Para professional:					
1:1 aide; paraprofessional		\$52.00	\$26.00	\$39.00	
Teacher Assistant		\$71.00	\$35.00	\$52.00	

OVER

Evaluations:

	<u>English Language</u>	<u>Bilingual</u>
Speech, PT, OT, Special Ed	\$240.00	\$333.00
Audiological	\$285.00	n/a
Psychological	\$285.00	\$333.00
Psychological by PhD	\$355.00	\$427.00
Social History	\$95.00	\$142.00
Classroom Observation	\$95.00	\$142.00
Classroom Observation BCBA or PhD	\$130.00	\$166.00
OT/PT/Speech Screening	per student rate \$150.00	
(screening includes observation, summary write up & consultation with parent & teacher)		
Audological Screening /Tympanometry	per student rate \$48.00	
Central Auditory Processing Evaluation	\$855.00	
Attendance at CSE meetings	per meeting \$60.00	
Functional Behavior Analysis	\$285.00	
Functional Behavior Analysis-BCBA	\$355.00	

Workshops and Staff Trainings

\$120.00 an hour

Our professional staff develops workshops based on the needs of the individual school district or organization.

Following is a partial list of the workshops we offer:

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

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

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

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772**

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this 13th day of May 2015 by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and Life's WORC, (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1501 Franklin Avenue, Garden City, NY 11530.

A. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, CONSULTANT agrees to provide the services listed on the attached "Schedule 'A'", incorporated by referenced herein and made a part of this Agreement, to the DISTRICT as needed.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information,

directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act.

14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. INSURANCE:
 - a. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
 - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
 - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
 - d. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

SEE ATTACHED SCHEDULE A

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice (i.e. 24 hours), of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
 - c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. INDEPENDENT CONTRACTOR:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
 - b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
 - c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
5. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:
- To District: South Country CSD
 189 Dunton Avenue
 East Patchogue, NY 11772
- To Consultant: Life's WORC
 1501 Franklin Avenue
 Garden City, NY 11530
6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

7. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
8. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
10. This Agreement, together with the attached fee schedule, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement the day and year first above written.

LIFE'S WORC

SOUTH COUNTRY CENTRAL
SCHOOL DISTRICT



Date: 5/19/15

Date: _____

Life's WORC- Proposal for South Country Central School District

Part 2- Cost

Behavior Consultation	\$115.00	Per hour
Extended School Day Services	\$80.00	Per hour
Parent Training	\$85.00	Per hour
Staff Professional Development	\$115.00	Per hour
Clinical Supervision	\$ 75.00	Per hour
Special Education Teacher Services (SEIT or Home Instruction)	\$85.00	Per hour

We will also be available to provide one (1) one hour Staff Professional Development workshops per year at no cost to district.

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this _____ day of June, 2015 by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and CAREER & EMPLOYMENT OPTIONS ("CEO"), INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1 Rabro Drive, Suite 102, Hauppauge, New York 11788.

A. TERM:

1. The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

In performing services specified in this Agreement, the Parties understand that:

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
4. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
5. CONSULTANT shall provide services and maintain records, logs, and reports in accordance with all applicable laws, regulations, requirements of the New York

State Education Department and DISTRICT policies and procedures in force during the term of this Agreement.

6. CONSULTANT shall provide DISTRICT with a copy of any reports, testing, evaluations, observations, which are prepared in connection with the services provided by CONSULTANT under this Agreement.
7. CONSULTANT shall maintain the confidentiality of student records in accordance with all applicable laws, regulations, requirements of the New York State Education Department and DISTRICT policies and procedures in force during the term of this Agreement.
8. CONSULTANT shall provide supervision of all of CONSULTANT'S staff providing services under this Agreement.
9. DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.

C. INDEMNIFICATION:

1. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, or negligence of the CONSULTANT, its officers, directors, agents or employees in relation to the performance of this Agreement.
2. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, or negligence of the DISTRICT, its officers, directors, agents or employees in relation to the performance of this Agreement.

D. SERVICES AND RESPONSIBILITIES:

1. CONSULTANT shall provide those services set forth in the attached ADDENDUM "A", incorporated by reference herein and made a part of this Agreement.
2. DISTRICT shall not be billed for any session wherein CONSULTANT'S provider has failed to appear for any reason.
3. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.

4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall provide conscientious, competent, and diligent services throughout the term of this Agreement.
6. CONSULTANT shall observe and comply with all DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services under this Agreement.
7. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
8. CONSULTANT, to the extent required by law, shall perform background checks and fingerprinting of all staff directly providing services to students, and comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.
9. All services provided by CONSULTANT to students under this Agreement shall, to the extent applicable, be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time.
 - a. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
 - b. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.

E. REPRESENTATIONS:

1. CONSULTANT represents that all services under this Agreement will be provided by individuals who are of good character, who are in good professional standing, and who possess current and valid licenses / certifications (if required), necessary to perform the services under this Agreement.
2. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any criminal or professional misconduct or incompetence.
3. CONSULTANT shall provide copies of licenses/ certifications (if required), of all professionals servicing the DISTRICT upon the execution of this Agreement.
4. In the event that the license/ certification of CONSULTANT or any agent or employee thereof is revoked, terminated, suspended, or otherwise impaired, or if

any litigation becomes pending against CONSULTANT, or in the event that CONSULTANT receives notice of such impending action, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

F. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT as set forth in the attached ADDENDUM "A".
2. The DISTRICT shall pay CONSULTANT for services rendered within thirty (30) days of the DISTRICT'S receipt of a detailed written invoice from CONSULTANT. Said invoice shall include a description of services rendered, dates that the invoice covers, and the total amount due for the period specified.
3. The DISTRICT shall not be liable for services rendered under the term of this Agreement for which CONSULTANT has failed to maintain any required certification, registration, or license. CONSULTANT shall reimburse the DISTRICT for any compensation received during this period of time.
4. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

G. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident.
2. The insurance is to be underwritten by a licensed New York State Insurer with a minimum Bests rating of A-minus.
3. There shall be a thirty (30) day written notice to the DISTRICT in the event of cancellation or non-renewal.
4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a copy of said policy / policies.

H. TERMINATION:

1. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

I. NOTICES

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

DISTRICT:

South Country Central School District
189 Dunton Avenue
East Patchogue, New York 11772

CONSULTANT:

CEO, INC.
1 Rabro Drive, Suite 102
Hauppauge, New York 11788

J. SUCCESSORS AND ASSIGNS:

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

K. WAIVER OF RIGHTS

1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

L. SEVERABILITY

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

M. GOVERNING LAW

1. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

N. ENTIRE AGREEMENT:

1. This document, together with the attached ADDENDUM "A", represents the complete and exclusive statement of the Agreement 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.
2. This Agreement shall not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both Parties.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement the day and year first above written.

CEO, INC.

Nicholas A. Villani, President

SOUTH COUNTRY CENTRAL
SCHOOL DISTRICT

Date: 5-19-15

Date: _____

Career & Employment Options.
1 Rabro Drive
Hauppauge, N.Y. 11788
Phone(631) 234-6064 Fax (631) 234-6081
www.ceoincworks.com

"Innovation through cooperation and collaboration"

Addendum A

Group Format Services: CEO provides services to groups within district which significantly lowers the price per student. The pricing is based upon:

- Number of Students.
- Amount of hours per day.
- Level of activities requested.
- Number of students graduating that year.
- This pricing requires consultation prior to develop the program.

Job Coaching: \$50 per hour and can include:

- Job coaching shall be considered at a rate of \$50 per hour for both direct and indirect student services.
- Evaluation and criteria for student preference of employment or career choice will be performed. Available employment opportunities or internship options will be discussed and evaluated. Assessment and exploration or development of potential worksites, based upon evaluation material may be conducted. Any orientation services to the worksite and evaluation of the specific services required by the student to participate in workplace will be provided. The findings will be provided in written format. These would be considered both direct and indirect student services.
- Job development services including job/task analysis, determination of student interest, transportation strategies and career planning, crisis intervention and onsite advocacy will be provided as both direct and indirect student services. The findings will be provided in written format.
- Job placement would include job coaching services and on-site training. When the student is faded from intensive job coaching, the student will receive a follow up service. Follow up services will consist of identified service hours as per the IEP. The findings will be provided in written format.
- Indirect student service time includes the provision of student specific goals and objectives consistent with the student's IEP as well as the maintenance of the record of the student specific accomplishments, efforts, and demonstrated need for additional instruction.
- In addition to the indirect student services described above, indirect student services will also be provided in conjunction with all job coaching services described. The services will include student specific goals and objectives consistent with student's IEP as well as the maintenance of the record of the student's specific accomplishments, efforts and demonstrated need for additional instruction and will not exceed .25 hours for each session of direct and indirect job coaching student service provided.

In-School Career Counseling: \$50 per hour.

- Focus upon CDOS related skills that follow the CEO curriculum "Career Services for Students *In & Beyond* Special Education". "Career Services..." contains over 100 lessons relating to CDOS and career related skills.
- An hour includes direct student services for the duration of one district defined period, as well as indirect student services for the remainder of the one hour session.
- Indirect student services includes the provision of student specific goals and objectives consistent with the student's IEP as well as the maintenance of the record of the student specific accomplishments, efforts, and demonstrated need for additional instruction. The provision of written information to school personnel in the format of a report is an indirect service. Indirect student services can include the review and/or development of preliminary transition services plan as well as Career Plan, Student Exit Summary and Employability Profile as well as other transition assessments. Included would be the ¹

review of the IEP, the psychological, and any other vocational evaluation provided by the district to develop that plan.

- If the student requires additional instruction during the course of the instructional day, then each additional contiguous session will be billed at a rate of .75 hours.
- CEOTrackit is a component of the indirect services and provides a report of student performance in the curriculum and CDOS related skills. This is considered as part of the indirect students services for the hour session.

Community Access Training: \$50 per hour.

- Community Access Training shall be provided as both a direct and indirect student service. Instruction shall be provided in the use of community services i.e. libraries, stores, food shopping etc. as well as training in the use of banking and budgeting, transportation management strategies shall be developed that utilize multiple transportation modes for work or leisure. Community Access Training shall be provided to students on an individual basis and shall be billed at the hourly rate described above. Indirect student service time includes the provision of student specific goals and objectives consistent with the student's IEP as well as the maintenance of the record of the student specific accomplishments, efforts, and demonstrated need for additional instruction.
- Community Access Training shall include: evaluation of skill needs, student expectation of skills, fluency with the skills, including task analysis wherein they are assessed within the community for successful participation. Evaluation and assessment of community resources availability and student accessibility will be billed at the above rate.
- In addition to the indirect student services described above, indirect student services will also be provided in conjunction with all community access training described. The services will include student specific goals and objectives consistent with student's IEP as well as the maintenance of the record of the student's specific accomplishments, efforts and demonstrated need for additional instruction and will not exceed .25 hours for each session of direct and indirect community access training provided.

Job Coaching & Career Consulting: Group Services

- For 2 students at the same time is \$80 per hour.
- For 3 students at the same time is \$95 per hour.
- For 4 students at the same time is \$120 per hour

Back to Basics B2B: \$50 per hour

- Modeled on the University of Minnesota program to re-engage disengaged students.
- Primarily used on Alternative High School students.
- Direct and Indirect student services will also be provided in conjunction with B2B services.

Upward Options Module A: Postsecondary Preparation Training \$95 per hour up to 16 Sessions at about 1.5 hours per session

- Group Sessions with up to 6 students
- Same program model but formatted for group services
- 16 Session Program with IEP related services.
- The findings will be provided in written format and considered part of the hourly rate.

Upward Options Module B: Postsecondary Preparation Training Individual Services \$95 per hour up to 36 hours based on district requirements:

- Development of executive functioning, social and advocacy skills.
- Disability awareness and coping skills.
- Coaching for career skill building.
- The findings will be provided in written format and considered part of the hourly rate.

Transition Consulting Services: \$135 per hour of consultation services:

- Transition consulting services includes the planning, defining and implementation of the major points of IDEA defined services that the district is required to address. Attention would be provided to district issues which may lead to potential litigation.
- CSE and Annual Review attendance and support services to assist the district in the implementation and clarification of needed services.
- IEP/Transition Plan/SES services that enable a district to define their transition services and ensure compliance with NYSED regulations.
- Program planning for district in order to assist the district in the implementation of services to student(s).
- The findings will be provided in written format and considered part of the hourly rate.

Benefit Planning Consultation: \$135 per hour of consultation services.

- Performed by a Benefits and Works Practitioner certified through Cornell University.
- Provide families with information and strategies regarding Social Security Administration issues such as SSDI, SSI, Medicaid and other potential problems families encounter.
- Assist families in the determination process with Social Security Administration.
- Identify potential options for families regarding entitlements.
- The findings will be provided in written format and considered part of the hourly rate.

Assessments: See below: If groups of students are being considered see chart.

- Level I format is designed to track students' interests and abilities. *Level I requires approximately 4 hours @ \$95 per hour.*
- **Full Battery Level II** for individual student is \$750 per student with comprehensive profile and evaluation. Full Battery is \$600 per student @ 3 students per day.
- **Expanded Full Battery is \$1,000.** Includes Interest Inventory and Behavior Rating Inventory of Executive Functioning Assessment/additional instruments necessary.
- Specialized Level II for multiple students at least 3 students per session.
 - *Special Career Level II \$375 per student up to two students.*
 - *Special Career Level II \$300 per student for three or more students.*
- Level III Diagnostic Situational Assessment
 - *Level III for one student \$950 per student.*
 - *Level III for two students \$1,300 for two students.*
 - *Level III for 3 students \$1,450*

Level I CEO staff to provide Level I using CEO format	Level II Full Battery Career Assessment	Level II Specialized Career Assessment	Level III Diagnostic Situational Assessment 10-14 hours
\$95 per hour for approximately 4 hours	\$600 per student @ no less than 3 students per day.	\$300 per student @ 3 student minimum per session.	\$950 per student at one minimum
CEO Certified Spec Ed or Guidance	Three students must be assessed per day.	\$375 per student @ 2 or less per session.	\$1,300 for up to 2 students
Individualized service.	Single or less than 3 students would be \$750 per student.	Up to 8 students per day	\$1,450 for up to 3 maximum
Interviews with parents, teacher and student plus summary.	Expanded Full Battery \$1,000 per student.	Designed for student going to Special Career Tech	Assessment must be within same group.

Assistive Technology Evaluations \$1,000 per evaluation

- Evaluations that provide a clear and concise report on the needs of the student and how to implement support services for that need.
- Recommendations that enable districts to make clear and concise decisions regarding equipment and training.

Assistive Technology Consulting \$135 per hour:

- Training for students, families and staff in the implementation of the recommendation of Assistive Technology Evaluations.
- Training provided regarding the use of equipment and other Assistive Technology devices.
- A session of one hour may include direct student/staff/family contact time for the duration of the district defined period, as well as indirect student service for the remainder of the one hour session.
- Indirect student service time includes the provision of student specific goals and objectives consistent with the student's IEP as well as the maintenance of the record of the student specific accomplishments, efforts, and demonstrated need for additional instruction.
- The findings will be provided in written format and considered part of the hourly rate.

Parent Training: \$135 per hour

- Training to assist parents to better understand the vocational and career planning in transition for their child.
- Enable parents to better understand adult service models in order to act in partnership with adult service providers.
- College preparation for students with disabilities.

Staff Development Services: \$135 per hour

- Staff training that includes a comprehensive "easy to understand" overview of transition services.
- Staff training for linkages to all adult services including SSA, ACCES/VR, OPWDD, CBVH, OMH and provider agencies.
- Staff training for "Levels of Assessment". Included is instruction on Level I, II and III Voc Assessment their purpose and implementation.

The Comprehensive Transition Implementation Plan: Monthly pricing plan that is constructed to meet your budget and number of students includes:

- Transition Consulting Regulatory Compliance i.e.
 - IEP review
 - Indicator 13 and 14 assistance
- Job coaching
- Linkages to adult services
- Services to alternative high school students
- Assessment Packages
- College Preparation Services
- Job development
- Transition Consulting
- Linkages to employers via the School Industry Council
- Parent Training

CEO would like to thank you for any considerations regarding our services. If you have any further questions please feel free to contact me at (631) 234-6064 or at NVillani@CEOincworks.com.

Nicholas A. Villani, President/CEO
Career and Employment Options, Inc.

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2015 by and between the Board of Education of the SOUTH COUNTRY CENTRAL School District (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and COMPLETE REHABILITATION PT, OT SLP of the Hamptons, PLLC (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at PO Box 1025, Remsenburg, New York 11960.

A. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, CONSULTANT shall provide those professional staff and services listed in the attached Fee Schedule, incorporated by reference herein and made a part of this Agreement, to the DISTRICT, as needed, and in accordance with the terms of this Agreement.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this

Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

C. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.

4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

1. See attached Fee Schedule
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.
3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
6. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party.

Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices

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

To District: Superintendent of Schools
South Country CSD
189 Dunton Avenue
East Patchogue, NY 11772

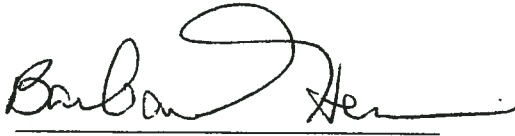
To Consultant: Complete Rehabilitation Consultants, Inc.
PO Box 1025
Rensenburg, New York 11960

5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

DISTRICT

Handwritten signature of Barbara Hen in cursive script, written over a horizontal line.

By:

By:

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC
Fee Schedule: South Country School District
2015-2016 School Year

The Agency will provide the Facility with licensed and qualified therapists, at the following rate:

Initial Assessments: Occupational Therapy, Physical Therapy, Speech Therapy and Educational Evaluations provided when approved by the CSE or 504 Plan Coordinator– Administration of formal, standardized assessment tools and clinical assessment of performance areas is utilized to determine the need for therapy services and service option. **Included in the assessment procedure is:**

- observation of student in the educational environment
- record review
- parent/teacher interview
- administration and interpretation of test data
- submission of written report
- Completion of the IEP

Rate: \$160 per evaluation (in District) \$200 per evaluation (out of District)

Provision of Occupational Therapy, Physical Therapy, Speech Therapy and Special Education Home Instruction will be through service options listed below:

<i>Service Option</i>	<i>Rate*</i>
Direct Individual Treatment (per 30 minute session) (Includes pull-outs, classroom based push-in sessions and consultation/monitoring)	\$41
Direct Group Treatment (per 30 minute session, group size 2-5 children) (Includes pull-outs and classroom based push-in sessions)	\$62
Integrated Occupational Therapy Programming (per 30 minute session)	\$62
Occupational Therapy Classroom Program Support (per 30 minute session)	\$48
Special Education Home Instruction (per 30 minute session)	\$48
Home-Based Student Direct Treatment- OT/PT/ST (per 30 minute session)	\$48
District Students (Cross-Contracted) Attending Programs Out of District (PT, OT, ST) (per 30 minute session)	\$45
District Students Parentally Placed in Private/Charter School (PT, OT, ST) (per 30 minute session)	\$48

**this rate includes therapist and administrative fees.*

Attendance (in-person or telephonically) to IEP meetings, district scheduled parent/teacher conferences and Annual Review Meetings (as requested by the District) - Rate: \$41/half hour increments.

Fabrication of hand splints, adaptive equipment or assistive devices: Rate to be determined by cost of materials and supplies.

Design and Implement a district-based pre-referral intervention service plan (K-2nd grade):
Rate – No Additional Cost to the District (Consultation and Direct Service fees apply to students that are referred by the district upon completion of the pre-referral process and billed according to approved time - **Rate: \$41/30 minute session**).

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this _____ day of July 1, 2015 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, NY 11772, and Nassau Suffolk Services for the Autistic, Inc. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 80 Hauppauge Rd., Commack, NY 11725.

A. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, CONSULTANT shall provide those services outlined in the attached Schedule "A", as specified and requested by the DISTRICT. CONSULTANT agrees to provide said services in accordance with applicable NYS Regulations, using only appropriately certified.
2. CONSULTANT shall abide by the DISTRICT'S calendar. The DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session without the express written authorization of the DISTRICT.
3. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
4. If applicable, all services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
5. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.

6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT.
10. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
11. If applicable, CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff, and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
12. CONSULTANT shall maintain records, logs, and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any and all records maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be provided copies of the same.
13. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby

acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

14. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
15. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
16. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
17. The DISTRICT reserves the right to reject any of CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
18. CONSULTANT shall provide monthly attendance reports, progress reports, and report cards when required.
19. CONSULTANT shall pay all expenses incurred by it in connection with the performance of its duties hereunder, including, but not limited to automobile and/or travel expenses.

C. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum

coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

1. In full consideration for the services to be rendered by CONSULTANT to the DISTRICT for the term of this Agreement, the DISTRICT agrees to pay CONSULTANT in accordance with the fee schedule attached hereto as Schedule "A", incorporated by reference herein and made a part of this agreement.
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include time sheets and attendance, types of services rendered and fee payable, and shall identify the names of the students who received services. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice.
3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
6. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as

well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

1. Termination:

- a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that CONSULTANT'S failure to comply with any material terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act,

omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices

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

DISTRICT

South Country CSD
189 Dunton Avenue
East Patchogue, New York 11772

CONSULTANT

Nassau Suffolk Services for the Autistic, Inc.
80 Hauppauge Rd.
Commack, NY 11725

5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement the day and year first above written.

NASSAU SUFFOLK SERVICES FOR
THE AUTISTIC INC.

Michael J. Cunningham

MICHAEL CUNNINGHAM
Coordinator of Assistive Technology
Services

Date: 5/18/15

SOUTH COUNTRY CENTRAL
SCHOOL DISTRICT

CHRIS PICINI
President, Board of Education

Date: _____

Schedule A

Rate Schedule for School Year 2015-2016

Name of Provider: Nassau Suffolk Services for Autism

Contact Name and Title:

Michael J. Cunningham, M.S., Ed., M.S., CCC-SLP
Bonnie Eisert, Coordinator of Consultation Services
Diana Mazzeo, Coordinator of the Finance Department

Address: 80 Hauppauge Road, Commack, NY 11725

Telephone #: 631-462-0386

Fax #: 631-462-4201

Website/E-Mail: www.nssainfo.org / dmazzeo@nssa.net

Type(s) of Related Service and Rate Information for each type of Related Service that would be included in a potential agreement with the District(s) (or attach rate sheet):

Type of Related Service: Instructional Technology Software Tutorials (minimum 2 hour visit)

Rate Information: \$200.00/per hour

Type of Related Service: Instructional Technology Evaluation (students with learning disabilities)

Rate Information: \$1,500.00

Type of Related Service: Augmentative/Alternative Communication Evaluation

Rate Information: \$1,500.00

Type of Related Service: Augmentative/Alternative Communication Evaluation with Instructional Technology Evaluation

Rate Information: \$2,500.00

Type of Related Service: Instructional Technology or AAC Consultation (minimum 2 hour visit)

Rate Information: \$200.00/per hour

Type of Related Service: Behavior Intervention Consultation (Indirect)

Rate Information: \$135.00/per hour

Type of Related Service: Behavior Intervention Services-Teacher

Rate Information: \$75.00/per hour

Type of Related Service: Parent Training

Rate Information: \$135.00/per hour

Type of Related Service: Behavior Intervention Services – Teacher (home tutoring/instruction)

Rate Information: \$75.00/per hour

Type of Related Service: Behavior Intervention Services-Supervision

Rate Information: \$135.00/per hour

Type of Related Service: Consultant Teacher

Rate Information: \$75.00/per hour

Type of Related Service: Staff Development and Training

Rate Information: \$135.00/per hour

Type of Related Service: Transition Planning and Services

Rate Information: \$135.00/per hour

Type of Related Service: Job Coach/Aide

Rate Information: \$50.00/per hour

Type of Related Service: Resource Room/Learning Center

Rate Information: \$75.00/per hour

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772**

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this _____ day of _____, 2015 by and between the Board of Education of the SOUTH COUNTRY CENTRAL School District (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and EDEN II SCHOOL FOR AUTISTIC CHILDREN, INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 600 Newbridge Road, East Meadow, New York 11554.

A. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. CONSULTANT agrees to provide those services set forth within the attached Schedules, incorporated by reference herein and made a part of this Agreement, as needed and at the request of the District.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students.
6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under

this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.

7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement, provided that a copy of the DISTRICT's Policies and Regulations have been provided to the CONSULTANT in writing.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures (that have been provided to the CONSULTANT in writing) in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon reasonable notice shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's

employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

14. CONSULTANT shall make reasonable attempts to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT, upon becoming aware of such litigation, shall promptly give written notice of same to the DISTRICT.

16. Insurance:

- a. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the attached Schedules.
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold the disputed amount pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party in breach of this Agreement.
 - c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.
2. Independent Contractor:

- a. The CONSULTANT and its staff will be engaged as an Independent Contractor(s), and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
 - b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
 - c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. The DISTRICT reserves the right to reasonably reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified. The DISTRICT will provide notice to the CONSULTANT in writing immediately upon rejection of a member of the CONSULTANT'S staff. The DISTRICT acknowledges that replacement of the rejected member of the CONSULTANT'S staff may result in a delay in the provision of services to the extent that a suitable replacement cannot be identified and/or secured.
4. Defense / Indemnification
 - a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
 - b. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

To District: South Country Central School District
189 Dunton Avenue
East Patchogue, New York 11772

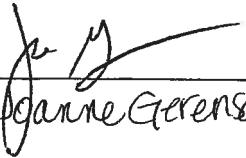
To Consultant: Eden II/ Genesis Programs
600 Newbridge Road
East Meadow, NY 11554

6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
8. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
10. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions, or covenants between the parties relating to the subject matter of the Agreement.
11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
13. The DISTRICT shall not knowingly hire or solicit for employment an employee of CONSULTANT, who was employed by the CONSULTANT on or after July 1, 2009, for a period of six (6) months after the termination of this Agreement, without the express written consent of the CONSULTANT'S Executive Director.

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

CONSULTANT
Eden II / Genesis Programs

DISTRICT
South Country Central School District

By:  _____ Date 5/14/15

By: _____ Date _____

Eden II / Genesis Programs

Submitted by: Dr. Mary McDonald, Director of Applied Behavior Analysis and Research
Proposal for: Related Educational & Consultation Services for FY 2015-2016

Page Four

Eden II/Genesis Programs provides services that are data-based driven for over 35 years. Eden II/Genesis Outreach Autism staff has extensive knowledge and leadership in the collection and analysis of data to determine the effectiveness of the programs designed for students with autism.

PART II – QUOTATIONS

A. Cost

Eden II/Genesis Programs Consulting Service rates for FY 2015-2016, are as follows:

SERVICES	RATES
Autism/Behavioral Consultation	145
Home Consultation	145
Home/School Coordination	145
Parent Training	145
Behavior Intervention Supervision	105
In-Home Special Education Teacher	84
Behavior Intervention Services	52
Counseling	145
Speech Therapy	110
Social Skills – Individual/ Group Sessions	110
Speech Clinic	See Schedule
Evaluations	See Schedule
Assessments	See Schedule
Vocational Evaluations	750
Job Coach	52
Job Developer	84
Programmatic Consultation & Staff Development Services	See Schedule
Social/ Vocational Preparation Program	See Schedules
Behavior Assessment and Intervention Clinic	See Schedule

Eden II / Genesis Programs

Submitted by: Dr. Mary McDonald, Director of Applied Behavior Analysis and Research

Proposal for: Related Educational & Consultation Services for FY 2015-2016

Page Five

CONSULTING SERVICES INCENTIVE PROGRAM

In addition to providing consultation services, Eden II/Genesis Programs conducts workshops and conferences each year on a variety of topics related to autism spectrum disorder. These events can be provided for your staff, at your site, or your staff can attend our events. The typical cost for these events are \$75-\$175 per person or these can be offered for a flat rate for custom designed, on-site workshops.

For districts in contract with us to provide consultation or parent training services, we will provide FREE vouchers for use for your staff. The table below provides details regarding the voucher program.

Voucher Incentive Program

Number of Consultation or Parent Training Hours per School Year	Incentives
40-100	1 voucher (<i>workshop or conference</i>)
101-199	2 vouchers (<i>workshop or conference</i>)
200-299	3 vouchers (<i>workshop or conference</i>) PLUS one half day training (on-site)
300-399	4 vouchers (<i>workshop or conference</i>) PLUS one full day training (on-site)
400-499	5 vouchers (<i>workshop or conference</i>) PLUS one full day training (on-site) or one week internship ** See schedule "R"
500-599	6 vouchers (<i>workshop or conference</i>) PLUS one full day and one half day training (on-site) or two week internship ** See schedule "R"
600+	10 vouchers (<i>workshop or conference</i>) PLUS two full day trainings (on-site) or three week internship ** See schedule "R"

Eden II / Genesis Programs

Submitted by: Dr. Mary McDonald, Director of Applied Behavior Analysis and Research

Proposal for: Related Educational & Consultation Services for FY 2015-2016

Page Six

B. Scope of Services:

Eden II Program's scope of services is attached hereto and made a part hereof, as the following:

- Schedule "D" Autism/Behavioral Consultation
- Schedule "E" Home/School Coordination
- Schedule "F" Parent Training
- Schedule "G" Behavioral Intervention Supervision
- Schedule "H" Special Education Teacher
- Schedule "I" Behavior Intervention Services
- Schedule "J" Counseling
- Schedule "K" Speech Therapy
- Schedule "L" Social Skills Instruction
- Schedule "M" Vocational Preparation Programming
- Schedule "N" Speech, Language, & Communication Clinic
- Schedule "O" Behavior Clinic
- Schedule "P" Evaluations and Assessments
- Schedule "Q" Programmatic Consultation & Staff Development Services

Conclusion:

Eden II/Genesis Programs is a non-profit organization whose mission is to provide individuals with autism specialized community based programs and other opportunities with the goal of enabling them to achieve the highest possible quality of living across their life spans. Eden II/Genesis Programs success in providing scientifically validated, state of the art services for individuals with autism spectrum disorders (ASD) for over 35 years combined with its knowledge and expertise that has been utilized by various Long Island School Districts, and makes Eden II/Genesis Programs uniquely qualified to fulfill this proposal.

Dated:

Respectfully submitted,



Mary E. McDonald, Ph.D., BCBA-D
Director of Applied Behavior Analysis and Research
Eden II / Genesis Programs

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 N. DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772**

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1 day of July, 2015, by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 N. Dunton Avenue, East Patchogue, New York 11772, and All About Kids (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 255 Executive Drive,* Plainview, New York 11803.
*Suite 101

A. TERM:

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:
 - Occupational Therapy
 - Physical Therapy
 - Evaluations
 - Other Special Education Related Services
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable federal, state and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to

background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. INSURANCE:
 - a. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000.00).
 - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
 - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.

- d. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

17. EXCLUDED/DEBARRED PARTY CLAUSE

- a) The CONSULTANT represents and warrants that it, its employees and contractors, are not excluded from participation, and are not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.
- b) In the event CONSULTANT, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, CONSULTANT will notify the DISTRICT in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the CONSULTANT, the DISTRICT reserves the right to immediately cease contracting with the CONSULTANT, as per Paragraph D below.
- c) If CONSULTANT is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.
- d) The CONSULTANT further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:
 - * The General Services Administration's Federal Excluded Party List System (or any successor system),
 - * The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,
 - * The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

SEE ATTACHED FEE SCHEDULE (Attachment (A))

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If, however, a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS:

1. Termination:

- a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.

- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
 - c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600.00, which thereupon will be reported for income tax purposes.
3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
5. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
6. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: South Country CSD
 189 Dunton Avenue
 East Patchogue, New York 11772

To Consultant: All About Kids
 255 Executive Drive, Suite 101
 Plainview, NY 11803

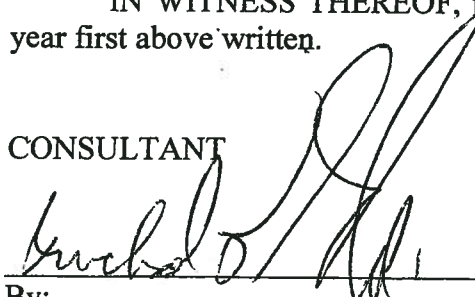
Michael L. Grossfeld, MA, CCC/SLP
Partner-Div. Dir.-Fiscal-New
Business Development

7. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
8. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
9. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
10. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
11. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
12. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
13. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

By:


Michael L. Grossfeld, MA, CCC/SLP
Partner-Div. Dir.-Fiscal-New
Business Development

DISTRICT

By:

President, Board of Education

SP/PT/OT

Screenings [1:1]:

O.T.R., PT, & Speech/Language \$45 per screening

Evaluations:

O.T.R. / PT \$160 per evaluation

Speech /Language \$200 per evaluation

Bilingual Speech/Language \$300 per evaluation

Individual Therapy Sessions [1-1]:

(Rates in this section include pull-outs, push-ins, observations, & consultations)

O.T.R., PT, & Speech/Language \$40 per ½ hour

C.O.T.A.* (Certified O.T. Assistant) \$35 per ½ hour

Bilingual Speech/Language \$45 per ½ hour

Group Services:

O.T.R., PT, & Speech/Language (includes pullouts & push-ins) \$60 per ½ hour

C.O.T.A.* (includes pullouts & push-ins) \$53 per ½ hour

Bilingual Speech/Language \$65 per ½ hour

Full Classroom Push-Ins OT: \$70 per ½ hour

10 Wk Kindergarten Classroom OT Intervention Program: \$70 per ½ hour

Handwriting Groups (up to 6 in a group): \$65 per ½ hour

Classroom Sensory Environment Assessment/Consult: \$70 per ½ hour

Feeding/Prompt:

Feeding Evaluation \$250 per evaluation

Feeding Therapy \$45 per ½ hour

PROMPT Evaluation \$225 per evaluation

PROMPT Therapy \$45 per ½ hour

*C.O.T.A.'s are utilized only as per district request and supervised by an O.T.R.

All Rates Are The Same For In-District, Private, & Parochial School Services.

PART II. COSTS-ATTACHMENT [A] ALL ABOUT KIDS RATES [page 2 of 4]
Proposed Rates for South Country CSD, July 1, 2015-June 30, 2016

Evaluations-Clinical

Educational Evaluation by Special Educator	\$225 per evaluation
Bilingual Educational Evaluation by Special Educator	\$300 per evaluation
Psychological Evaluation	\$450 per evaluation
Bilingual Psychological Evaluation	\$500 per evaluation
Bilingual Psychology, Educational Eval, & Social History	\$850 per grouping
Psycho-Educational Evaluation	\$900 per evaluation
Social History	\$100 per evaluation
Bilingual Social History	\$175 per evaluation

Behavior Intervention Services

Functional Behavioral Assessment/Behavior Intervention Plan (FBA/BIP)	\$125 per hour
Behavior Specialist-School/Home Certified Special Ed. Teacher	\$95 per hour
Behavior Specialist-Home/School BCBA	\$110 per hour
Program/Autism/Behavior Consultation	\$110 per hour
Family Training	\$110 per hour individual in home
Program/Home Supervisor	\$150 per hour
ABA/Behavioral Services Extended Day Program	\$75 per hour per child

ATTACHMENT [A] ALL ABOUT KIDS RATES [page 3 of 4]
Proposed Rates for South Country CSD, July 1, 2015-June 30, 2016

Specialized Instruction

Special Education Teacher (home, private or parochial schools)	\$95 per hour
Teaching Assistant (Includes ABA teaching assistant)	\$40 per hour
Resource Room:	
Resource Room Teacher 1:1	\$45 per 1/2 hour
Resource Room Teacher 2-5 students	\$30 per child per 1/2hour
Home Instruction/Tutoring	\$70 per hour

Other Evaluations & Related Services

Audiology Evaluation	\$250 per evaluation
Central Audit Processing Evaluation	\$600 per evaluation
Counseling Individual	\$45 per ½ hour
CSE Meetings	\$40 per ½ hour
CSE Meetings-Bilingual Interpreter	\$200 per meeting
OT -Assistive Technology Evaluation [Train child with fine motor problems to use appropriate technology (i.e. laptop)]	\$400 per Evaluation
OT-Assistive Technology Consultation	\$125 per hour
TRANSITION Planning Services Level 1 & 2 assessments	\$75 per hour
Review of IEP's Referrals to VESID & OPWDD	\$75 per hour
Vision/Mobility Therapy	\$40 per ½ hour
Scheduling Caseloads: (Includes time spent by therapist/teacher during first week in school meeting with teachers and students & obtaining information/documentation from district teachers/staff for purposes of setting schedules)	\$20 per ½ hour

*Please note, any information contained herein is the sole property of All About Kids™ and cannot be shared with
any other entity without prior written permission from All About Kids™.*

STAFF DEVELOPMENT - WORKSHOPS/TRAININGS

All About Kids offers full, half day, and hourly workshops/trainings as requested by the District.

FULL DAY WORKSHOPS (5 hours of lecture/ presentation & 2 hours follow-up meetings)	\$1,000
HALF DAY WORKSHOPS (2.5 hours of lecture/presentation and 1 hour of follow up meetings)	\$500
WORKSHOPS TRAINING SESSIONS (2 hours or less)	\$200 per hour

LECTURE/PRESENTATION TOPICS INCUDE, BUT NOT LIMITED TO:

- Differentiated Learning/Instruction in the Classroom Setting
- ADD/ADHD Child- Strategies to help the classroom teacher
- Developing Functional Behavior Assessments and Behavior Intervention Plans – Using a team approach.
- Implementing the Behavior Intervention Plan in the Classroom Setting
- The “ABCs” of Behavior Management in the Classroom Setting
- Use of DATA Collection in determining progress and updating the BIP
- Basic or Advanced ABA Staff Training
- Best Practices in Developing an Integrated Teaching Approach in the Classroom Setting
- Using the Teaching Assistant as an Integral part of the Instructional Team
- RTI-Preventing academic failure through early and effective interventions
- Learning Strategies- Customizing the instructional approach based on the child’s learning style
- Sensory Tool for the Classroom- Increasing attention span, productivity and participation in educational activities
- Technology in the Classroom- Using technology to meet the individual needs of the students
- Lesson Planning -Incorporating the IEP goals in the observation process

For contracts with renewal clauses/extensions, All About Kids reserves the right upon renewal to increase its quoted rates to the corresponding Consumer Price Index (CPI) or by 2%, whichever is lower on the signed date renewal.

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this ____ day of June, 2015 by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and THE THERAPY SPOT, PLLC (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1770 Motor Parkway, Suite 202, Hauppauge, New York 11749.

A. TERM:

1. The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, CONSULTANT shall provide professional staff to perform Speech, Occupational, and Physical Therapy services as needed.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's

employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

C. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the fee schedule set forth in the attached "Cost Proposal", attached as Appendix "A", and incorporated by reference herein and made a part of this Agreement, following the presentation of detailed invoices by CONSULTANT to the DISTRICT
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.
3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services provided the DISTRICT provides reasonable notice of the same. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
6. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to

immediately terminate this Agreement without any further liability to CONSULTANT.

- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices

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

To District: South Country Central School District
 189 Dunton Avenue
 East Patchogue, New York 11772

To Consultant: The Therapy Spot, PLLC
 1770 Motor Parkway, Suite 202
 Hauppauge, New York 11749

5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

DISTRICT

Pinus & Eric Rescansans, PT
By:

By:



The Therapy SPOT

for Pediatric and Adult
Speech, Physical, Occupational Therapy, PLLC

COST PROPOSAL:

I- DIRECT THERAPY SERVICES PER IEP/504: The Therapy SPOT, PLLC will provide individual/group based service meeting IEP needs per child. Progress updates trimester/quarterly reports as indicated. Annual Review per district schedule and requirements. (All rates are for 30 minute sessions with rates prorated for 45 minute and 60 minute individual or group sessions)

INDIVIDUAL TREATMENT		
Individual Treatment:	PT/OT	\$40.00/ 30 minute individual
Home Based Therapy:	PT/OT	\$45.00/ 30 minute individual
Consultation:	PT/OT	\$40.00/30 minute
GROUP TREATMENT		
Group Treatment:	PT/OT (2-3 students)	\$57.00/ group (2-3 children)
EVALUATIONS		
Evaluations:	PT/OT:	\$175.00
SUMMER PROGRAM		
Optional summer program	PT/OT individual, group and evaluations	Fees as outlined above

Services will be provided at district schools "on-site". If individual needs of a student would be better suited in a clinic setting, The Therapy SPOT, PLLC can provide clinic based service at the rate identified above.

For buildings serviced by The Therapy Spot, PLLC, prices include, "pro bono" :

- (one) thirty minute in-service for preschool staff per year
- (one) thirty minute in-service for elementary staff per year

Summer services will be provided per district IEP/504 as determined by the Committee for Special Education or district 504 Committee Meetings. Summer services to be provided at the rates outlined above.

II- ADDITIONAL THERAPY OPTIONS

A- CONSULTATIONS:

General Consult:

Fee: no charge

For buildings serviced by The Therapy SPOT, PLLC physical therapist will provide classroom consultations for Pre-K through Second Grade in September, to provide suggestions to educators for positioning and desk / chair heights.

B- ADDITIONAL GROUP OPTIONS:

Six Week Gross Motor Enhancement group- In School

\$30.00 per student

This group is designed as an extension of building support for students identified "at risk" (who do not qualify for traditional service), where difficulties with strength, balance, coordination, speed, agility and/or body awareness affects the students safe participation in class, throughout the building or on the playground. Six sessions, 45 minutes each, maximum 6 children. Includes a school / parent progress report with strategies given for child, parent and teacher.

- includes (one) 30 minute district in-service for staff.

1770 Motor Parkway, Suite 202, Islandia, NY 11749

Phone: 631-582-0088 • Fax: 631-582-0405 • Email: thetherapyspot@optonline.net

www.thetherapyspot.net

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____, 2015 by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and ST. JAMES TUTORING, INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 24 Suite B Bellemeade Avenue, Smithtown, NY 11787.

A. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
4. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
5. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
6. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, or negligence of the CONSULTANT, its officers, directors, agents or employees in relation to the performance of this Agreement.

9. CONSULTANT shall provide services and maintain records, logs and reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department, and DISTRICT policies and procedures in force during the term of this Agreement including those pertaining to confidentiality of student records. All students' records, logs, etc., will be the property of the DISTRICT and will be considered mandated records.
10. The DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.
11. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services under this Agreement.
12. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
13. CONSULTANT shall provide the DISTRICT with a list of all individuals who shall be providing services pursuant to this Agreement. Said list shall contain the individuals' name, social security number, and license number (if applicable). It is the responsibility of the CONSULTANT to notify the DISTRICT of any additions or deletions to the list of service providers.
14. All teachers provided by CONSULTANT must be certified by the New York State Education Department.
 - a. This requirement may be waived by the DISTRICT on a case by case basis.
 - b. The certification of all teachers employed by CONSULTANT and providing services under this Agreement shall be provided to the DISTRICT.
15. CONSULTANT shall provide monthly attendance reports, progress reports, and report cards at the DISTRICT'S request.
16. CONSULTANT shall be responsible for the scheduling of all appointments.
17. In the event a student is absent or fails to appear for a scheduled appointment, CONSULTANT shall notify the DISTRICT in writing.

D. REPRESENTATIONS:

1. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional

3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

G. TERMINATION:

1. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that CONSULTANT'S failure to comply with any material terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. MISCELLANEOUS

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

To District: South Country CSD
 189 Dunton Avenue
 East Patchogue, New York 11772

To Consultant: St. James Tutoring
 24 Suite B Bellmeade Avenue
 Smithtown, NY 11787

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
4. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
Administrative Offices
189 Dunton Avenue
East Patchogue, NY 11772

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this _____ day of _____, 2015 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, NY 11772, and New York Therapy Placement Services, Inc. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 5225 Nesconset Highway, Suite 30, Port Jefferson Station, New York 11776.

A. **TERM**

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, CONSULTANT shall provide professional staff and services to the DISTRICT, as needed, and in accordance with the terms of this Agreement.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's

employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

C. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following schedule:

See attached Fee Schedule

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.
3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
6. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.
2. Independent Contractor:
 - a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
 - b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
 - c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. Defense / Indemnification:
 - a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
4. Notices
 - a. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Superintendent of Schools
South Country CSD
189 Dunton Avenue
East Patchogue, NY 11772

To Consultant: New York Therapy Placement Services, Inc

5225 Nesconset Highway, Suite 30
Port Jefferson Station, New York 11776

5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

DISTRICT

By: Barbara J. Pinski

By: _____

Servicing Long Island
 5225 Nesconset Hwy
 Suite 30
 Port Jeff Station, NY 11776
 Telephone 631-473-4284
 Fax: 631-331-2204
www.nytps.com



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ATTACHED FEE SCHEDULE FOR 2015-2016

The Agency will bill South Country Central School District the following rate for professional services rendered by providers placed by the Agency:

<u>Service</u>	<u>30 Minute Individual</u>	<u>30 Minute Group (2 to 5 Students)*</u>	<u>Out of District 30 Min. Sessions</u>
Occupational Therapy	\$40.00 per session	\$58.00 per group	\$50 Ind/\$28 Grp Per Child
Physical Therapy	\$40.00 per session	\$58.00 per group	\$50 Ind/\$28 Grp Per Child
Speech Therapy	\$40.00 per session	\$58.00 per group	\$50 Ind/\$28 Grp Per Child
Resource Room (Special Education Teacher)	\$40.00 per session	\$58.00 per group	\$50 Ind/\$28 Grp Per Child
Parent Training	\$40.00 per session	////////////////////	////////////////////

Sessions in excess of 30 minutes will be prorated based on the 30 minute rate.

* An interim group rate based on the individual rate will be used for those students lacking an appropriate group placement.

Behavioral Services

Teachers Assistant ABA homebased/extended day	\$ 38.00 per hour
Special Educator ABA homebased	\$ 90.00 per hour
Behavioral Consultation (BCBA)	\$150.00 per hour
Consultation Service to teacher and other staff	\$150.00 per hour
Parent Training/Counseling	\$ 90.00 per hour
Behavioral Assessments (FBA)	\$125.00 per hour

ABA Specialists:

Phone consultation, meetings, development/design/implement extended school day program	\$100.00 per hour
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Evaluations:

	<u>Monolingual</u>	<u>Bilingual</u>
Screenings (OT/PT/ST)	\$ 45.00	\$ 60.00
Evaluations/Re-Evals/Triennials (OT/PT)	\$ 160.00	\$ 220.00
SP Evaluations/Re-evals/Triennials	\$ 200.00	\$ 300.00
OT Evaluation with Sensory Profile	\$ 210.00	\$ 310.00
Social History Evaluation	\$ 100.00	
Classroom Observation	\$ 75.00	
Educational Evaluation	\$ 200.00	\$ 300.00
Psychological Evaluation	\$ 625.00	\$ 875.00
Psychological/Educational Evaluation	\$ 825.00	\$ 1,100.00
Assistive Technology Evaluation	\$1,100.00	

Attendance at CSE Meetings

Prorated at the individual rate.

Consultations:

OT/PT	\$ 40.00 per ½ hour
Sensory (OT)	\$100.00 per hour
Assistive Technology	\$40.00 per 15 minute consult

Specialized Programs:

Kindergarten Handskills Program – 12 week program

Week 1-6	\$90.00 per 45 minute push-in to entire class
Week 6-12	\$67.00 per 30 minute group session

Grades 1-4 Handwriting Programs (Print & Script) \$ 65.00 per 30 minute group session

OT Programmatic Push In Model \$ 90.00 per 45 minute classroom push-in

Training/Professional Development \$450.00 for two (2) hours

RESPONSIBILITY FOR PAYMENT OF SERVICES:

**** The School District shall not incur any charges should the SERVICE PROVIDER fail to attend a session for any reason whatsoever. SCHOOL DISTRICT agrees that it is left to the discretion of the SERVICE PROVIDER to bill for treatment sessions cancelled, if SERVICE PROVIDER has not been notified by the parent or school of the need to cancel the session at least 24 hours in advance of the scheduled service. Should SERVICE PROVIDER choose to charge for the cancelled session, SERVICE PROVIDER agrees to use the canceled session's time to do required paperwork or other student-related work for the SCHOOL DISTRICT. SCHOOL DISTRICT shall not be responsible for payment of the fee if it provides notice of cancelled session to the SERVICE PROVIDER by at least 24 hours in advance of scheduled service.**

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this 11th day of May, 2015 by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and Manorville Speech (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 6144 Route 25A, Suite 9B, Wading River, New York 11792.

A. TERM:

1. The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, CONSULTANT shall provide professional staff to perform Speech / Language / Feeding services as needed.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's

employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

C. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT \$150 per clinical hour (individual).
2. A session includes screening, evaluation, consultation, team and/ or CSE meeting, and treatment.
3. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.
4. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services provided the DISTRICT provides reasonable notice of the same. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
5. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
6. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
7. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to

immediately terminate this Agreement without any further liability to CONSULTANT.

- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices

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

To District: Superintendent of Schools
South Country Central School District
189 Dunton Avenue
East Patchogue, New York 11772

To Consultant: Manorville Speech
6144 Route 25A, Suite 9B
Wading River, New York 11792

5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

DISTRICT

Cheryl A. Ronderella 5/11/2015
By: _____ Date

By: _____ Date

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this _____ day of June, 2015 by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and ACHIEVE BEYOND (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 538 Broadhollow Road, Suite 202, Melville, New York 11747.

A. **TERM:**

1. The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, CONSULTANT shall provide professional staff to perform psychological, speech/ language, educational and social history evaluations, as well as Special Education Teacher Services as needed.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement.

Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

C. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the attached Schedule "A".
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.
3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services provided the DISTRICT provides reasonable notice of the same. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
6. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

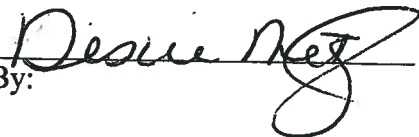
1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

DISTRICT

By: 

By: _____



538 Broadhollow Road - Suite 202 • Melville, NY 11747 • Tel (631) 385-7780 • Fax (631) 385-7795
www.achievebeyondusa.com

**PROPOSAL FOR SPECIAL EDUCATION RELATED SERVICES AND EVALUATIONS FOR
THE SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
2015-2016 School Year**

Achieve Beyond
538 Broadhollow Road Suite 202
Melville, NY 11747
Phone: 631-385-7780 ext. 619
Fax: 631-385-7795
E-mail: dmetz@achievebeyondusa.com
Contact Person: Desiree Metz, MS. MS. Ed
Long Island Program Director

The Agency shall provide the district with the following fee requirements:

- 1) Agency will bill the district **per hour at \$95** for Special Education Teacher Services that are to be provided at the child's home, at the District or at a daycare facility. Fees will be prorated if services performed require less or more than an hour. Services will be billed for each session; however, the District shall not be billed for a session if the Agency's provider has not attended the session for any reason whatsoever. Services will be provided by certified special education teachers.
- 2) Consultation services (ABA, Behavior management, Autism spectrum disorders) **\$150 per hour**. Services will be provided by a certified special educator - BCBA.
- 3) Agency will bill the District per hour at **\$35** for **Teacher Assistant** Services that are to be provided at the child's home, at the District or at a daycare facility.
- 4) **\$60 per half hour** for **Individual** Related Services (SP, PT, OT). Rate will be prorated based on the duration approved for the service. Services will be provided by licensed speech pathologists, occupational therapists and physical therapists.
- 5) **\$45 per half hour** for Related Services (SP, PT, OT) per child with IEP in **a group session**. With a minimum of 2 children with IEP required for each group session. If only one child with IEP is available, then the group session will be rescheduled or cancelled. Services will be provided by licensed speech pathologists, occupational therapists and physical therapists.
- 6) **\$ 90 per hour** for Translation Services

**"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER
THE STATE FREEDOM OF INFORMATION LAW"**

Achieve Beyond

**RFP for SPECIAL EDUCATION RELATED SERVICES AND EVALUATIONS FOR THE SOUTH COUNTRY
CENTRAL SCHOOL DISTRICT**

7) Evaluations

For Children ages 5-10

	English or Spanish	Other Language
Psychological	\$ 445	\$ 580
Speech	\$ 370	\$ 450
Educational	\$ 340	\$ 395
Social History	\$ 225	\$ 265
Occupation Therapy Eval	\$ 370	\$ 450
Physical Therapy Eval	\$ 370	\$ 450

For Children ages 11-21

	English or Spanish	Other Language
Psychological	\$ 500	\$ 605
Speech	\$ 395	\$ 500
Educational	\$ 370	\$ 445
Social History	\$ 225	\$ 290
Occupation Therapy Eval	\$ 395	\$ 500
Physical Therapy Eval	\$ 395	\$ 500

- 8) There will not be a fee charged for notified absences. Regular session fees will be implemented for absences without prior notification.
- 9) For any other services / evaluation testing, prices will be quoted and agreed upon by both parties.
- 10) If any other therapy evaluations are needed, the Agency will undertake those referrals at a separate rate.
- 11) The annual cost proposal will be based on school district's needs and recommendations for evaluations and services.
- 12) No additional billing will be charged to the School District for travel expenses, parking, participant materials, or other incidentals.
- 13) Continuation of services is dependant upon timely payment of invoices.
- 14) General and Professional Liability Insurance certificates will be provided at the time of contract execution.

Desiree Metz
Authorized Agency Representative

4/28/15
Date

Desiree Metz – Program Director
Achieve Beyond

“THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW”

Achieve Beyond

RFP for SPECIAL EDUCATION RELATED SERVICES AND EVALUATIONS FOR THE SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
Administrative Offices
189 Dunton Avenue
East Patchogue, New York 11772

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this _____ day of _____, 2015 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772, and Da Vinci Education & Research, LLC (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 550 North Country Road, Suite B, St. James, New York 11780.

A. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, CONSULTANT shall provide professional staff and services to the DISTRICT, as needed, and in accordance with the terms of this Agreement.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's

employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

C. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the attached Schedule "A", incorporated by reference herein and made a part of this Agreement.
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.
3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, the DISTRICT shall be responsible for payment of the fee associated with such services only in the event the DISTRICT fails to provide CONSULTANT with 24 hours notice of such absence.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
6. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices

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

To District: Superintendent of Schools
189 Dunton Avenue
East Patchogue, New York 11772

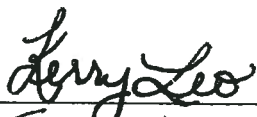
To Consultant: Da Vinci Education & Research, LLC
550 North Country Road
Suite B
St. James, New York 11780

5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

DISTRICT


By: Kerry Leo

By:

Da Vinci Education & Research

Da Vinci Education & Research LLC
Services, Staff Development and Training Packages
2015-2016

Reading Language Services

Home-Bound Tutoring (content area)	\$40/hr
Specialized Reading & Language instruction on-site at Da Vinci	\$110/hr
Specialized Reading & Language instruction (in district, 1:1)	\$125/session
Student/Teacher Consultation (including CSE participation)	\$150/hr
Educational Evaluations	\$2,000
Group Special Instruction (up to 5 students)	\$150/session
Resource Room Services (private or parochial schools)	\$150/session

Speech-Language Services

Speech Evaluation	\$600
Speech Therapy Session (1:1)	\$50/30 min
Speech Therapy Session (Group-3:1)	\$100/30 min

Occupational Therapy Services

Occupational Therapy Evaluation	\$150
Occupational Therapy Screening	\$45
Occupational Therapy Session (1:1)	\$50/30 min
Occupational Therapy Session (Group-3:1)	\$90/30 min

Behavioral Services

Behavior Consultation (In School)	\$120/hr
Behavior Consultation (In Home)	\$105/hr
Parent Training	\$105/hr
ABA and SEIT Services (Home or School)	\$40/30 min
CSE	\$40/30 min

Staff Development and Training Packages

5 Day Beginner Multi-Sensory Language Course/30 hrs	\$15,000
2 to 3 Hour Superintendent's Conference Day Seminar unlimited participants	\$2,000
2 to 5 Day Customized Staff Development Workshops	\$2,500/day
Daily Consulting Rates	\$2,000/day per consultant

-Workshop rates are for up to 30 participants. Additional participants will be billed at an individual rate.
-Materials & Printing are an additional cost.

Dr. Thomas Rosati A.T.P
@
Da Vinci Education & Research
2015-2016

RATE SHEET

Services

Full Independent Assistive Technology Evaluation This would be a standalone education based evaluation created in direct consultation with all pertinent staff, parents, and direct assessment for a specific student. It includes a comprehensive review of documents, artifacts, and facilities to best incorporate recommendations into the student's program. This may include collaboration with staff including interfacing with site visits or structured observation as "eyes and ears". A meeting with CSE or district staff either by phone or in person at a mutually agreed upon time to discuss the report will be included.	\$1,200.00
Assistive Technology Consultation Dr. Rosati will meet with school district personnel to discuss the specific AT needs of the student. Approx. 1 hour.	\$150.00
Assistive Technology Consultation & Review of Documents Includes a consultation with school district personnel and review of all related documents. A written report will be included.	\$500.00
Assistive Technology Session with student. (per session: 45min.-1hr.) 1:1 with student using recommended programs/technology. Support will be provided at our center or in-district.	\$125.00

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this 8th day of Nov, 2015 by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and SERENE HOME NURSING AGENCY (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 3235 Route 112, Suite 2, Medford, NY 11763.

A. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, CONSULTANT shall provide those professional staff and services listed in the attached Exhibit "A", incorporated by reference herein and made a part of this Agreement, to the DISTRICT, as needed, and in accordance with the terms of this Agreement.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this

Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

C. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.

4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

1. See attached Exhibit "A"
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.
3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
6. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party.

Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices

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

To District: Superintendent of Schools
South Country CSD
189 Dunton Avenue
East Patchogue, NY 11772

To Consultant: Health Source Group
76 North Broadway, Suite 3003
Hicksville, New York 11801

5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT



By:

162443 Irene Mandrias President

DISTRICT

By:

**SERENE HOME NURSING AGENCY
2015-2016 SCHOOL DISTRICT SERVICE AGREEMENT**

RN Skilled School Nurses (based on up to 2 hours/day)	\$140.00
RN Skilled School Nurses (based on up to 3 hours/day)	\$195.00
RN Skilled School Nurses (based on up to 4 hours/day)	\$240.00
RN Skilled School Nurses (based on up to 5 hours/day)	\$275.00
RN Skilled School Nurses (based on up to 6+ hours/day)	\$300.00
RN Private Duty Nursing (during school hours- up to 2 hours/day)	\$140.00
RN Private Duty Nursing (during school hours- up to 3 hours/day)	\$195.00
RN Private Duty Nursing (during school hours- up to 4 hours/day)	\$240.00
RN Private Duty Nursing (during school hours- up to 5 hours/day)	\$275.00
RN Private Duty Nursing (during school hours- up to 6+ hours/day)	\$300.00
Nurse to accompany student on bus to/from school:	\$50.00/hour
Physical Therapist:	\$150.00/hour
Occupational Therapist:	\$150.00/hour
Speech/Language Pathologist:	\$125.00/hour

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this _____ day of _____, 2015 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, NY 11772, and Long Island Tutorial Services, Inc. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 173 North Main Street, Suite 213, Sayville, NY 11782.

A. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, CONSULTANT shall provide those services outlined herein and as specified by the DISTRICT.
2. CONSULTANT shall abide by the DISTRICT'S calendar. The DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session without the express written authorization of the DISTRICT.
3. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
4. If applicable, all services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
5. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to

background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
10. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
11. If applicable, CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff, and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
12. CONSULTANT shall maintain records, logs, and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
13. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

14. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
15. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
16. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
17. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
18. CONSULTANT shall coordinate instructional services through the office of Pupil Personnel Services or as otherwise directed. DISTRICT shall provide CONSULTANT with the appropriate instructional materials for each student.
19. CONSULTANT shall provide monthly attendance reports, progress reports, and report cards when required.
20. CONSULTANT shall pay all expenses incurred by it in connection with the performance of its duties hereunder, including, but not limited to automobile and/or travel expenses.

C. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by

CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with attached fee schedule, incorporated by referenced herein and made a part of this Agreement.
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice.
3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
6. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as

well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

1. Termination:

- a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act,

omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices

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

DISTRICT:

South Country CSD
189 Dunton Avenue
East Patchogue, New York 11772

CONSULTANT:

Long Island Tutorial Services, Inc.
173 North Main Street, Suite 213
Sayville, NY 11782

5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement the day and year first above written.

LI Tutorial Service, Inc.

SOUTH COUNTRY CENTRAL
SCHOOL DISTRICT

Robert Kelly, S.D.

Date: 5/9/2015

Date: _____

Part Two:

Below Price Quotation/Rate Sheet

Type of Service	Number of Students Served	Rate	Comments
Home Tutoring	1	\$44.00 per/hr	
Home Tutoring	2	\$78.00 per/hr	One location
Home Tutoring	3 to 4	105.00 per/hr	One location
Home Tutoring	5 to 6	\$135.00 per/hr	One location
State Exam Administration	1	\$44.00 per/hr	Pick-up to drop-off
Career Counseling TASC®	1	\$40.00 per ½ hr	
TASC® TABE Assessment	1	\$44.00 per/hr	
CSE Mandated Counseling as a related service	1	\$40.00 per ½ hr	
CSE attendance	varies	\$40.00 per ½ hr	As needed
Speech Services	1	\$40.00 per ½ hr	
Reading Services	1	\$40.00 per ½ hr	
Intervention Consulting services	1	\$40.00 per ½ hour	
ASL Interpreting Services	Various	\$40.00 per ½ hour	Minimum of 1 hour

RFP- #1 Academic Tutoring Provider Home Tutoring/Resource Room for the 2015-2016 school year for the sole purpose of South Country School District – Long Island Tutorial Services Inc.

**88 SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this 18 day of May, 2015 by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and HEALTH SOURCE GROUP (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 76 North Broadway, Suite 3003 Hicksville, New York 11801.

A. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, CONSULTANT shall provide those professional staff and services listed in the attached Exhibit "A", incorporated by reference herein and made a part of this Agreement, to the DISTRICT, as needed, and in accordance with the terms of this Agreement.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this

Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

C. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.

4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

1. See attached Exhibit "A"
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.
3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
6. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party.

Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices

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

To District: Superintendent of Schools
South Country CSD
189 Dunton Avenue
East Patchogue, NY 11772

To Consultant: Health Source Group
76 North Broadway, Suite 3003
Hicksville, New York 11801

5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

Patricia A. Messy

By: 5/18/15

DISTRICT

By:

EXHIBIT A

HEALTH SOURCEGROUP

HOURLY RATES FOR SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Per-Diem Rates

CNA:	\$25.00 PER HOUR
LPN:	\$40.00 PER HOUR
RN:	\$52.00 PER HOUR

*** There will be no charge if the student does not attend school.

*** The nurse or aid will contact the parent of the child every morning to assure the child is going to school. If they are not the nurse/aid will not travel to the school. In addition, if the person travels to the school after they have been advised the child will be there we will reimburse up to two hours which would cover the travel

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this 1st day of June, 2015 by and between the Board of Education of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York, and TENDER AGE PT, INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1227-2 Montauk Highway, Oakdale, New York.

A. TERM:

1. The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, CONSULTANT shall provide the DISTRICT with duly licensed, certified, and qualified therapists in accordance with the stated needs of the DISTRICT.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this

Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

C. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.

4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT for services rendered under the terms of this Agreement in accordance with the attached Schedule "A".
2. The DISTRICT shall pay CONSULTANT for services rendered within thirty (30) days of the DISTRICT'S receipt of a detailed written invoice from CONSULTANT. Said invoice shall include a description of services rendered, duration of services rendered, dates that the invoice covers, and the total amount due for the period specified.
3. The DISTRICT shall not be liable for services rendered under the term of this Agreement for which CONSULTANT has failed to maintain any required certification, registration, or license. CONSULTANT shall reimburse the DISTRICT for any compensation received during this period of time.
4. No additional compensation shall be provided for the preparation of progress reports and related assessment materials used at annual reviews, except for full evaluations as reflected in the fee schedule.

E. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
 - c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.
2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices

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

DISTRICT:
South Country CSD
189 Dunton Avenue
East Patchogue, New York 11772

CONSULTANT:
Tender Age PT, Inc.
1227-2 Montauk Hwy
Oakdale, New York 11769

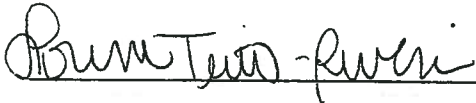
5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement the day and year first above written.

TENDER AGE PT, INC.

SOUTH COUNTRY CENTRAL
SCHOOL DISTRICT



Date: 5/14/15

Date: _____



Tender Age PT, Inc.

Pediatric Therapies

1227-2 Montauk Highway

Oakdale, NY 11769

(631) 218-1545

(631) 218-2650

Schedule A

Physical Therapy • Occupational Therapy • Speech Therapy • Special Education • Social Work

Fees for Services 2015-2016

The following are our agency fees to provide related services in the following areas: OT, PT, speech, vision, social work, ABA, tutoring, etc.:

Individual Sessions: \$40.00 per 30 minute session

Group Session: \$60.00 per 30 minutes for up to 5 students

Consultant Session: \$40.00 per 30 minute session

Evaluation: \$150.00 per evaluation

We will bill district for first absence of a child when therapist is not notified in advance.

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____, 2015 by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and RICHARD W. JOHNSON, PT (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 12 Technology Drive, Unit 2, East Setauket, New York 11733.

A. TERM:

1. The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, CONSULTANT shall provide professional staff to perform Occupational and Physical Therapy services as needed.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's

employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

C. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT \$45 per 30 minute session (individual).
2. A session includes screening, evaluation, consultation, team and/ or CSE meeting, and treatment.
3. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.
4. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services provided the DISTRICT provides reasonable notice of the same. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
5. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
6. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
7. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to

immediately terminate this Agreement without any further liability to CONSULTANT.

- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices

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

To District: Superintendent of Schools
South Country Central School District
189 Dunton Avenue
East Patchogue, New York 11772

To Consultant: Richard W. Johnson, PT
12 Technology Drive, Unit 2
East Setauket, New York 11733

5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

DISTRICT

By: 

By: _____

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____, 2015 by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and MANAGEMENT AND ADVISORY GROUP SPECIAL SERVICES, INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 385 Main Street, Catskill, New York 12414.

A. **TERM:**

1. The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, CONSULTANT will provide a CONSULTANT to confer with District personnel and file all school age public and private System to Track and Account for Children ("STAC") forms. CONSULTANT's duties shall also include the following:
 - i. amend and verify all current year STAC's to actual costs;
 - ii. complete AVLs and HCSARs prospectively;
 - iii. cost out new entrants to the system periodically through the school year;
 - iv. complete re-applications prospectively;
 - v. make onsite visits periodically; and
 - vi. work with the District to obtain approvals for private high cost and residential students.

CONSULTANT shall prepare and provide to the DISTRICT a written report and all background documentation regarding the same. CONSULTANT agrees to keep confidential any and all student and staff information, any user passwords, user names or other information acquired in connection with the performance of its duties unless required to be disclosed by law.

2. The DISTRICT agrees to provide the necessary space, information and documents as needed for the delivery of services.

3. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
4. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT.
5. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
6. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with HIPAA Regulations, if applicable.
7. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

C. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.

3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following terms:
 - a. CONSULTANT shall be entitled to a fee of \$15,383 per year payable in monthly installments of \$1,281.92.
 - b. During the term of this Agreement, for CONSULTANT visits in excess of two (2), travel expenses shall include mileage reimbursement at the IRS rate, tolls and meals, if applicable.
2. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
3. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices

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

To District: Superintendent of Schools
South Country Central School District
189 Dunton Avenue
East Patchogue, NY 11772

To Consultant: Management Advisory Group of NY, Inc.
385 Main Street
Catskill, New York 12414

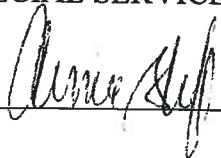
5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

MANAGEMENT ADVISORY GROUP
SPECIAL SERVICES, INC.

SOUTH COUNTRY CENTRAL
SCHOOL DISTRICT

By:


Date 5/11/15

By:

Date

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772**

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____ 2015 by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and METRO THERAPY, INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at P.O. Box 6005, Hauppauge, NY 11788.

A. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, CONSULTANT agrees to provide the services listed on the attached "Schedule 'A'", incorporated by referenced herein and made a part of this Agreement, to the DISTRICT as needed.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information,

directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act.

14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. INSURANCE:
 - a. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
 - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
 - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
 - d. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

SEE SCHEDULE A

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice (i.e. 24 hours), of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
 - c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. INDEPENDENT CONTRACTOR:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
 - b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
 - c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
5. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:
- To District: South Country CSD
 189 Dunton Avenue
 East Patchogue, NY 11772
- To Consultant: Metro Therapy, Inc.
 PO Box 6005
 Hauppauge, NY 11788-9005
6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

7. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
8. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
10. This Agreement, together with the attached fee schedule, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement the day and year first above written.

METRO THERAPY, INC.

SOUTH COUNTRY CENTRAL
SCHOOL DISTRICT

Date: _____

5/18/15

Date: _____

"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER
THE STATE FREEDOM OF INFORMATION LAW"

SCHEDULE A – Page 1 of 2
PROPOSED RATES FOR South County Central School District
(July 1, 2015-June 30, 2016)

THIS SCHEDULE MUST BE ATTACHED TO ANY CONTRACT AWARDED

Individual Session

O.T. R., PT, Speech, Social Work (Includes push-ins, pull-outs, consultation and observations)	\$40.50 ½ hour
C.O.T.A. (Certified O.T. Assistant) (Includes push-ins, pull-outs, consultation and observations)	\$36.00 ½ hour
Vision Services	\$60.00 ½ hour
Teacher of the Deaf Services	\$60.00 ½ hour

Group Session (up to 5 students)

O.T. R., PT, Speech, Social Work (Includes push-in and pull-out sessions)	\$61.00 ½ hour
C.O.T.A. (Includes push-in and pull-out sessions)	\$55.00 ½ hour

Screenings

\$45.00 per screening

Evaluations

OT/PT	\$175.00 each
Speech	\$250.00 each
Psychological	\$450.00 each
Neuropsychological	\$3500.00 each
Social History	\$100.00 each
Psychological/Ed	\$750.00 each
Education by Psychologist	\$350.00 each
Education by Spec Educator	\$250.00 each
Bilingual OT/PT	\$195.00 each
Bilingual Speech	\$350.00 each
Bilingual Psychological	\$550.00 each
Bilingual Psychological/Ed/Social History	\$850.00 each
Bilingual Psychological/Social History	\$600.00 each
Bilingual Education by Psychologist	\$450.00 each
Bilingual Education by Spec Educator	\$350.00 each
Assistive Technology	\$1700.00 each
Vision and Hearing	\$300.00 each

Whole Classroom Push-ins OT

\$70.00 ½ hour

Handwriting Groups

\$65.00 per half hour up to 8 children

Behavior Intervention

Consults (BCBA)	\$125.00 hour in school
BIS/Family Training	\$110.00 hour individual in home
FBA/BIP	\$125.00 per hour
Autism/PDD Training	\$175.00 per hour

“THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW”

Schedule A – Page 2 of 2

Translations

Reports	\$35.00 per page
Interpreting	\$50.00 per half hour
Proctoring	\$50.00 per half hour

CSE Meetings

\$40.00 per half hour

Special Rate Schedule

- All services except Resource Room provided in the home, private or parochial schools will be billed at the rate of \$50.00 per half hour session per child.
- Resource Room will be billed at the rate of \$45.00 per 30 minute individual session per child and \$35.00 per 30 minute session per child if in a group of two, and \$30.00 per child per 30 minute session for a group of 3-5.
- Home Tutoring - \$70.00 per hour
- Teacher’s Assistant - \$ 40.00 per hour
- Assistive Technology Consults - \$200.00 per hour

Staff Development (In-services, workshops, consultative meetings)

- \$1,100.00 per day; \$600.00 ½ day
- \$250 per hour - 2 hours or less

Scheduling Consultation – A ½ per session fee (\$20.00) will be charged per student, during the first two weeks of the school year until scheduling is completed. Scheduling is meeting the child, meeting the teachers and all staff, and preparing the schedule.

Reports – All progress reports, annual review testing and goals will be inputted in to the School District IEP system at no charge. If Metro Therapy, Inc. is required to input SPAMS, Medicaid Notes or any other report, a charge of \$40.00 per half hour per therapist per month.

NYSAA BOCES Trainings- \$750.00 per day, \$ 400.00 per ½ day

Administrative Staffing Options – available upon request; contact us for additional information.

FOR CONTRACTS WITH RENEWAL CLAUSES (EXTENSIONS) – WE RESERVE THE RIGHT TO INCREASE RATES UPON THE RENEWAL BY 2% OR THE COST OF LIVING ALLOWANCE, WHICHEVER IS LOWER ON THE DATE OF THE RENEWAL.

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this _____ day of May, 2015 by and between the Board of Education of the Three Village Central School District of Brookhaven & Smithtown (hereinafter "THREE VILLAGE"), having its principal place of business for the purpose of this Agreement at 100 Suffolk Avenue, Stony Brook, New York 11790, and the Board of Education of the **SOUTH COUNTRY CENTRAL SCHOOL DISTRICT** (hereinafter "SOUTH COUNTRY"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11722.

W I T N E S S E T H

WHEREAS, SOUTH COUNTRY is authorized pursuant to Section 912 of the Education Law, to enter into a contract with THREE VILLAGE for the purpose of having THREE VILLAGE provide health and welfare services to children residing in SOUTH COUNTRY and attending a non-public school located in THREE VILLAGE.

WHEREAS, certain students who are residents of SOUTH COUNTRY are attending non-public schools located in THREE VILLAGE,

WHEREAS, THREE VILLAGE has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

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

1. **The term of this Agreement shall be from September 6, 2014 through June 26, 2015 inclusive.**
2. THREE VILLAGE warrants that the health and welfare services will be provided by licensed health care providers. THREE VILLAGE further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. THREE VILLAGE further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. THREE VILLAGE shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. THREE VILLAGE understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by THREE VILLAGE shall be consistent with the services available to students attending public schools within the THREE VILLAGE School District; and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. dental prophylaxis,
- c. vision and hearing screening examinations,
- d. the taking of medical histories and the administration of health screening tests,
- e. the maintenance of cumulative health records, and
- f. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SOUTH COUNTRY agrees to pay THREE VILLAGE the sum of \$1,031.15 per eligible pupil for the 2014-2015 school year.
6. SOUTH COUNTRY shall pay THREE VILLAGE within thirty (30) days of SOUTH COUNTRY's receipt of a detailed written invoice from THREE VILLAGE. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, THREE VILLAGE shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SOUTH COUNTRY shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, THREE VILLAGE shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SOUTH COUNTRY shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. THREE VILLAGE shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either THREE VILLAGE's or SOUTH COUNTRY's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
11. Both parties to this Agreement understand that they may receive and or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
189 Dunton Avenue
East Patchogue, New York 11772

THREE VILLAGE CENTRAL SCHOOL DISTRICT
100 Suffolk Avenue
Stony Brook, New York 11790
15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations
19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the South Country Central School District.

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

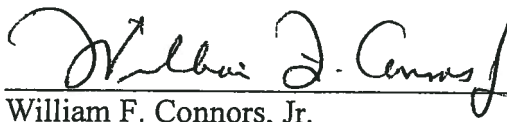
South Country Central School District

Dr. Joseph Giani
Superintendent of Schools

SOUTH COUNTRY CSD

Chris Picini
President, Board of Education

THREE VILLAGE CSD



William F. Connors, Jr.
President, Board of Education

THREE VILLAGE CENTRAL SCHOOL DISTRICT
HEALTH AND WELFARE RATE CALCULATION
2014-2015

Salaries:

Nurses	600,735
Speech	1,883,257
Psychologists	1,234,188
Social Workers	1,050,323
Clerical	208,321
Total Salaries	4,976,824
Fringe Benefits @41%	2,040,497

Total Salaries & Benefits 7,017,321

Supplies/Equipment/Contractual 62,525

Total Health & Welfare Costs 7,079,846

Enrollment

Three Village Central School District	6,703
Laurel Hill	157
North Shore Montessori	6

Total Student Enrollment 6,866

TOTAL COST PER STUDENT

1,031.15 ✓ M.B.

THREE VILLAGE CSD

INVOICE 3695

P.O. BOX 9050
EAST SETAUKET, NY 11733

Customer / Bill To

South Country Central SD
189 N. Dunton Avenue
E Patchogue, NY 11772

Remit To

THREE VILLAGE CSD
P.O. BOX 9050
EAST SETAUKET, NY 11733
ATTN: Accounting Department

Invoice Date :
05/18/15

Terms :
Due Upon Receipt

Items/Services	Cost Basis	Quantity	Unit Price	Amount
Health Services For Health Services provided during 2014-2015	Stud	8.000	1,031.15	8,249.20

JMB

Questions: Child Nutr. only - M. McMullin 730-4504 or Acct's. Rec. - C. Sergio 730-4081

TOTAL DUE : 8,249.20

[Detach here and send with payment]

South Country Central SD
189 N. Dunton Avenue
E Patchogue, NY 11772

Customer No. 76 Invoice No. 3695
Invoice Date 05/18/15

Terms : Due Upon Receipt
Total Due : \$8,249.20

Mail Payments To :

THREE VILLAGE CSD
P.O. BOX 9050
EAST SETAUKET, NY 11733
ATTN: Accounting Department

Amount Enclosed:

COMMACK UNION FREE SCHOOL DISTRICT
Commack, New York

CONTRACT FOR HEALTH AND WELFARE SERVICES

We, the undersigned Board of Education of **COMMACK UNION FREE SCHOOL DISTRICT**, Towns of Huntington and Smithtown, County of Suffolk, New York, hereby contracts with the Board of Education of **South Country CSD**, Town(s) of **Brookhaven**, County of Suffolk, New York, for the purpose of providing health services for approximately 4 child(ren) residing in your school district and attending non-public schools in **COMMACK UNION FREE SCHOOL DISTRICT**, for the School Year 2014-15.

The Board of Education of **COMMACK UNION FREE SCHOOL DISTRICT** hereby contracts to furnish the necessary health services under the provisions of Section 912, Article 23 of the Education Law for the sum of **\$976.16 per pupil** per year enrolled in the aforementioned school for the school year 2014-15. Said services consist of the following:

Physician Services

School Nursing Service

School Psychological Service

School Social Works

School Speech Evaluation Services

Vision and Hearing Test

Examinations for participants in athletics
Notification of parents regarding defects and follow-up
Furnishing of medication equipment deemed necessary by
the school physician and school nurse
Furnishing of First Aid Supplies and Health Records Forms
Administrative/Secretarial/Clerical Support Services for
all the above health services

No teaching services, as such, shall be included under this contact.

Date _____

President, Board of Education
Commack Union Free School District

President, Board of Education

District Clerk, Board of Education
Commack Union Free School District

District Clerk, Board of Education

Please returned signed copy to:
Commack Union Free School District
Business Office
P.O. Box 150
Commack, NY 11725

Issue Date

04/28/2015

COMMACK UNION FREE SCHOOL DISTRICT
ADMINISTRATION BUILDING
P.O. BOX 150
COMMACK, NY 11725

Invoice Number

165-15A



INVOICE

Issued To:

South Country CSD
Attention: Charles Delargy
189 Dunton Avenue
East Patchogue, NY 11772

000835

Item Number	Item Description	Amount
		3,904.64
Invoice Total		3,904.64

AMB

Please make checks payable to Treasurer - Commack Public Schools

PLEASE PUT INVOICE NUMBER ON CHECK

For questions please contact Robin Manzolina 631-912-2048

**Commack UFSD
Health Welfare Calculations
2014 / 2015**

CODE	Category of Expense	Enrollment	FTE	% Benefits	School District
					Commack
2815	Registered Nurses		15.65		\$ 900,722.55
2110	Speech		15.40		\$ 1,611,569.65
2820	Psychologists/ Social Workers		26.80		\$ 2,301,305.09
	Clerical				\$ -
	Subtotal				\$ 4,813,597.29
90??	Benefits (% = Bene Exp/Total Salaries) 2013/2014 Actual Used for % Calculation			41.91%	\$ 2,017,519.90
	Benefits				\$37,917,999.51
	Salaries				\$90,468,490.43
2815-402	Physician& Physician Assistants				\$ 103,947.00
2815-500	Supplies				\$ 15,202.00
	Total Expenditures				\$ 6,950,266.19
	Enrollment	7120			
	Cost Per Pupil				\$ 976.16

JMB



Wiedersum Associates Architects, PLLC

MAY 26, 2015

**RIDER TO OWNER/ARCHITECT AGREEMENT DATED MAY, 2005
BETWEEN THE SOUTH COUNTRY CENTRAL SCHOOL DISTRICT AND
WIEDERSUM ASSOCIATES ARCHITECTS, PLLC**

- Wiedersum Associates Architects, PLLC to provide Architectural and Engineering Services for the \$100,000 Frank P. Long Asbestos Abatement and Steam Pipe Repairs not to exceed \$6,500.00
- Wiedersum Associates Architects, PLLC will prepare paperwork to satisfy EPA for a fee not to exceed \$8,000.00.
- Wiedersum Associates Architects, PLLC to complete the condition survey for submission to NYSED by December 2015 for a fee not to exceed \$13,600.00.
- Wiedersum Associates Architects to provide any other Architectural/Engineering service as per sliding scale fee schedule below and hourly rate schedule attached.

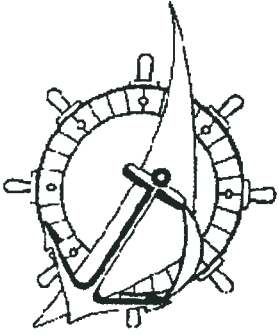
OWNER
South Country Central School District

ARCHITECT 
Wiedersum Associates Architects, PLLC

DATE: _____

DATE: 5/26/15

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*South Country
Central School District*

ADMINISTRATIVE OFFICES
189 NORTH DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772

South Country Central
School District

189 N. Dunton Avenue
East Patchogue, N.Y. 11772

Dr. Joseph Giani
Superintendent of Schools

Kenney Aldrich
Acting Assistant Superintendent
for Business

TO: *Dr. Giani & School Committee Members*

FROM: *Kenney Aldrich*

DATE: *5/27/15*

SUBJECT: *Recommended Board Resolution to Name Wiedersum As Architect of Record for Upcoming 2015-2016 Projects*

Wiedersum Architects have offered the District a proposal to act as the District's "Architect of Record" for the three projects needed to be completed in the '15-'16 school year. These projects are the asbestos and piping remediation at the Frank P. Long School; the EPA-required underground sanitary systems assessment; and the 5-year Building Condition Survey.

I have attached a memo from Wiedersum that establishes the "not to exceed" costs these projects, and a letter of agreement that needs our Board President's signature.

Thank you for requesting a Board Resolution naming Wiedersum as the District's architect for these necessary projects.



Wiedersum Associates Architects, PLLC

May 22, 2015

Mr. Ken Aldrich
South Country Central School District
189 Dunton Avenue
East Patchogue, NY 11772

RE: **SOUTH COUNTRY CENTRAL SCHOOL DISTRICT**
ARCHITECTURAL/ENGINEERING SERVICES

Dear Mr. Aldrich:

As per our discussion we have attached a rider to the Owner/Architect Agreement dated May, 2005. This rider will be the third rider since the Agreement was formalized and represents the following scope of work:

- Architectural/Engineering services to complete the Condition Survey required by December, 2015 at a fixed fee cost of \$13,600.
- Submitting paper work to the EPA with regards to the existing sanitary systems on an hourly rate, not to exceed \$8,000.
- Frank P. Long – Asbestos Abatement and Steam Pipe Repairs within a \$100,000 total budget for a fixed fee of \$6,500.

These items were specific requests that were made and formal proposals submitted. Should the district, in the future, want to move forward with other projects, the rider also includes a sliding scale based upon construction costs as well as an updated hourly rate schedule.

If you find these proposals and the attached rider acceptable, please have the Board President sign where indicated and forward back to our office. Should any revisions need to be made or further discussions had regarding the above, please call.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard Wiedersum", written over a horizontal line.

Richard Wiedersum, AIA, LEED® AP

Principal

USGBC-LI Board of Directors

Wiedersum Associates Architects

RWW:tv

Cc: Mark Wiedersum, WAA

WIEDERSUM ASSOCIATES ARCHITECTS, PLLC

2015 RATE SCHEDULE

(1-1-15)

PROJECT DIRECTOR/PRINCIPAL	\$200.00
STRUCTURAL ENGINEERING - PRINCIPAL	\$200.00
CIVIL ENGINEERING - PRINCIPAL	\$200.00
LANDSCAPE ARCHITECT - PRINCIPAL	\$200.00
TECHNOLOGY SPECIALIST	\$170.00
PRODUCTION DIRECTOR	\$165.00
SENIOR PROJECT ARCHITECT	\$165.00
SENIOR DESIGNER I	\$155.00
DESIGNER II	\$150.00
DESIGNER III	\$135.00
DESIGNER IV	\$125.00
SENIOR PROJECT MANAGER	\$150.00
CONSTRUCTION ADMINISTRATOR	\$150.00
PROJECT ARCHITECT	\$145.00
QUALITY CONTROL/SPECIFICATIONS	\$145.00
QUALITY CONTROL/SHOP DRAWING REVIEW	\$145.00
SENIOR LIFE SAFETY CODE ANALYST	\$145.00
BUILDING CODE ANALYST	\$130.00
SENIOR INTERIOR DESIGNER I	\$135.00
INTERIOR DESIGNER II	\$130.00
INTERIOR DESIGNER III	\$125.00
PROJECT MANAGER	\$130.00
SENIOR CADD SPECIALIST	\$125.00
CADD SPECIALIST	\$115.00
JUNIOR CADD OPERATOR	\$ 90.00
SPECIFICATION ASST/TECHNICAL TYPIST	\$ 90.00
PRODUCTION ASSISTANT	\$ 60.00

* Rates Subject To Change January Of Each Year

FEE SCHEDULE

A. Our fee for future capital projects will be based on an approved fixed fee or by the following *Sliding Scale Percentage Fee Schedule* listed below:

<u>Actual Construction Cost (\$)</u>	<u>A/E fee (%)</u>
0 to 500,000	hourly rates (attached)
500,001 to 1,500,000	7.50%
1,500,001 to 3,000,000	7.00%
3,000,001 to 5,000,000	6.50%
5,000,001 to 8,000,000	6.00%
8,000,001 to Above	5.50%

These Percentage Fees would include all services required to design, bid and conduct construction administrative services, plus all administrative and out-of-pocket costs incurred by the Wiedersum Team, with the exception of the following reimbursable expenses.

1. Reproduction of Plans and Specifications for bidding
2. Development of specially requested models
3. Borings and Survey work
4. USGBC - LEED Certifications
5. SEQRA – other than Type II Action

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Wiedersum Associates Architects, PLLC

May 21, 2015

Mr. Ken Aldrich
South Country Central School District
189 Dunton Avenue
East Patchogue, NY 11772

RE: **SOUTH COUNTRY CENTRAL SCHOOL DISTRICT**
2015 BUILDING CONDITION SURVEY PROPOSAL

Dear Mr. Aldrich:

As per your request, Wiedersum Associates Architect (WAA) is pleased to present our proposal to provide the necessary services to complete the Building Condition Survey and assist the District in their preparation of the School Facility Report Card and 5 year plan. The survey is an in depth review of existing mechanical, electrical, plumbing and building envelope as well as all interior finishes and site work. The proposal is based on all buildings within South Country Central School District, totaling approximately 850,000 square feet.

We have proposed a fixed fee in the amount of \$13,600.00 to perform the above scope of work. Once our survey of each facility is completed we will submit the information to the New York State Education Department via the internet. We will provide the district a hard copy for its file. As you are aware the survey needs to be completed by December 2015.

Should you have any questions, do not hesitate to contact our office.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Richard Wiedersum', with a long horizontal line extending to the right.

Richard Wiedersum, AIA, LEED® AP
principal
USGBC-LI Board of Directors
Wiedersum Associates Architects
RWW:tv



Wiedersum Associates Architects, PLLC

May 13, 2015

Mr. Ken Aldrich
Assistant Superintendent for Business
South Country Central School District
189 Dunton Avenue
East Patchogue, NY 11772

**RE: SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
FRANK P. LONG I.S. – STEAM PIPE ABATEMENT AND PIPE REPAIRS**

Dear Mr. Aldrich:

We understand that you met with Stefan Reiss from our office to discuss the above captioned project. Stefan mentioned that the work needs to be completed by June 26th.

Our proposal to develop the plans, specifications and applications for submission to NYSED will be an hourly rate not to exceed \$6,500.

WAA will have the applications to the district (signatures needed) within a week from this proposal being approved. Once we receive the applications WAA will send all documents to NYSED for approval. We have enclosed a letter of intent for you to send to NYSED to attain the project number and manager.

Once the project is submitted and a review number given, we will contact you in order for you to have a conversation with Carl for a quick review. Please bear in mind several additional steps:

- Once approved project goes out to bid: minimum 5 working days
- Once bids are received, Board needs to make award
- Once awarded contactors to submit bonds and insurances and sign contracts. Typically takes 10 working days.
- Once contacts have been signed, work to be scheduled.

As you can see there is a lot to take place for completion by June 26th. We will do everything we can to make this happen. Please also note that abatement work cannot take place with the kids in the building.

Please review the proposal and call should you have any questions.

Thank you.

Very truly yours,

Richard Wiedersum, AIA, LEED® AP
Principal
USGBC-LI Board of Directors

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Wiedersum Associates Architects, PLLC

✓
150

January 26, 2015

Mr. Charles Delargy
South Country Central School District
189 Dunton Avenue
East Patchogue, NY 11772

RE: **SOUTH COUNTRY CENTRAL SCHOOL DISTRICT**
EPA REGULATIONS

Dear Mr. Delargy:

The EPA wants to confirm that all existing sanitary systems in the South Country Central School District meet their regulations.

In order to do so, we will need to visit each site that has a sanitary system and any facility that has vehicles. We need, with the assistance of the district, to open all sanitary systems and document our findings.

A site plan of each building showing the location of the existing sanitary system along with identifying the type will be submitted to the EPA along with the EPA inventory form.

There are 9 buildings that have underground sanitary systems and one (1) building that maintains vehicles. Our fee to complete the scope of work identified above will be at a cost of not to exceed \$8,000. We will invoice based upon the 2015 hourly rate schedule attached.

Please let our office know if this is acceptable and we will proceed accordingly.

If you have any questions, do not hesitate to contact our office.

Thank you.

Very truly yours,

Richard Wiedersum, AIA, LEED® AP
principal
USGBC-LI Board of Directors
Wiedersum Associates Architects

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South Country Central School District

BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: June 10, 2015

OFFICE OF ORIGIN: Business Office

DATE MATERIAL SUBMITTED: June 1, 2015

CATEGORY OF ITEM: Action

WHEREAS, the Board of Education of the South Country Central School District desires to embark upon a capital improvement project entitled **Frank P. Long I.S. - Steam Pipe Abatement and Pipe Repairs**.

WHEREAS, said capital improvement project is subject to classification under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, maintenance and repair involving no substantial changes in an existing structure or facility" is classified as a Type II Action under the current Department of Environmental Conservation SEQR Regulations (Sections 6 NYCRR 617.5(c)(1)); and

WHEREAS, replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(2)); and

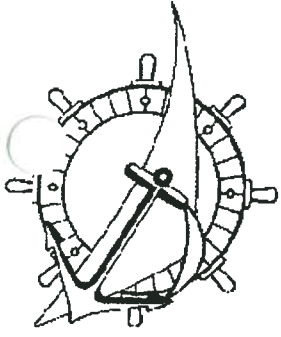
WHEREAS, the SEQR Regulations declare Type II Actions to be actions that have no significant impact on the environment and require no further review under the SEQRA; and

WHEREAS, the Board of Education, as the only involved agency, has examined all information related to the capital improvement project and has determined that the capital improvement project entitled **Frank P. Long I.S Steam Pipe Abatement and Pipe Repairs** and is classified as a Type II Action pursuant to Section 617.5(c)(1) of the SEQR Regulations;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby declares itself lead agency in connection with the requirements of the State Environmental Quality Review Act; and

BE IT FURTHER RESOLVED that the Board of Education hereby declares that the masonry sitework in the above-listed building of the **South Country School District** is a Type II Action, which requires no further review under the SEQRA; and

BE IT FURTHER RESOLVED, that the Board of Education hereby shall forward an official copy of this Resolution to the New York State Education Department together with a copy of the correspondence from the New York State Office of Parks, Recreation and Historic Preservation in connection with its request for approval of the project from the New York State Education Department.



South Country Central
School District

189 N. Dunton Avenue
East Patchogue, N.Y. 11772

Dr. Joseph Giani
Superintendent of Schools

Kenney Aldrich
Acting Assistant Superintendent
for Business

*South Country
Central School District*

ADMINISTRATIVE OFFICES
189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772

TO: *MaryBeth Briggs*

FROM: *Kenney Aldrich*

DATE: *5/18/15*

SUBJECT: *Declaring Equipment Obsolete and Available For Sale*

Pete Maddalone has alerted me that the District owns an unusable 1995 Chevy S10 Pick-up and attached 5 ft. plow that was last used in 2011 as a sidewalk snow removal device before it became totally unreliable due to faulty wiring and rust. So that we can offer it for auction, we need to have the Board of Education declare it obsolete but of value in excess of \$500.

The VIN # of the 1995 Chevrolet S10 Pick-up is 1GCDT14Z7SK230780.

Thanks, Ken Aldrich

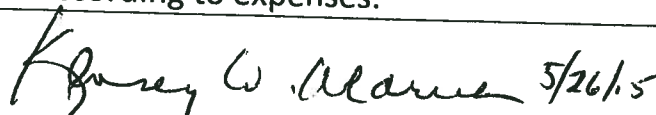
South Country Central School District Budget Transfer Request Form

Requested By	Date	Transfer #
Karen Horoszewski	5/22/15	

Account from	Account Title	Amount	Account to	Account Title	Amount
A1620.160	SAL HOUSEKEEP CENTRAL	\$60,000	A1310.150	SAL ASST SUPT BUSINESS	\$25,000
A1620.161.06	SAL SECURITY OT	\$14,000	A1620.161	SAL-SECURITY	\$180,000
A2110.120.01	SAL TCH K-3 BRK	\$90,000	A2110.120.05	SAL TCH K-3 KS	\$170,000
A2110.120.02	SAL TCH K-3 VWC	\$90,000	A2110.130.07	SAL TCH 9-12 HS	\$30,000
A2110.131.00	SAL TCH HOME TUTORING	\$31,000	A2250.130	SAL SPEC ED- SECOND	\$30,000
A2110.160	MONITOR & CAFÉ AID	\$25,000	A2250.161	SAL SP ED 1:1 AIDES	\$25,000
A2110.164	TA SUBS DW	\$25,000			
A2250.120	SAL SPEC ED-ELEM	\$30,000			
A2250.151	SAL SP ED TA'S	\$25,000			
A2820.150	SAL PSYCH DW	\$30,000			
A5510.161	SAL-BUS MONITORS	\$40,000			

Please explain the reason for the above transfer request
 Adjust payroll expenses to proper accounts according to expenses.

Recommended by:



 Assistant Superintendent for Business/Business Administrator

Approved by:

Transfers greater than \$5,000

 President, Board of Education

South Country Central School District

Budget Transfer Request Form

Requested By	Date	Transfer #
Karen Horoszewski	5/22/15	

Account from	Account Title	Amount	Account to	Account Title	Amount
A1620.160	SAL HOUSEKEEP CENTRAL	\$14,615	A1240.160	SAL CLER OFF OF SUPT	\$92
A1680.160	SAL DATA PROC & TECH	\$22,200	A1310.150	SAL BUS OFF STAFF	\$2,650
			A1430.160	SAL CLER STAFF PERS	\$6,600
			A1620.164	SAL SCHOOL CUST SUP	\$1,035
			A1670.160	COURIER-CENT MAILIN	\$700
			A2630.160	SAL NETWORK	\$22,200
			A2805.160.07	SAL CLER ATT	\$705
			A2810.160	PERSONNEL SERV CLAS	\$2,106
			A2855.160.07	SAL CLERICAL ATHLETIC	\$702
			A5510.160	SAL CLERICAL TRANS	\$25

Please explain the reason for the above transfer request

Adjust payroll expenses to proper accounts according to 2014-2015 CSEA contract extension.

Recommended by:


 Assistant Superintendent for Business/Business Administrator

Approved by:

for transfers greater than \$5,000

 President, Board of Education

South Country Central School District Budget Transfer Request Form

Requested By	Date	Transfer #
Scott Warmbrand	5/6/15	

Account from	Account Title	Amount	Account to	Account Title	Amount
A1680.501.00	Supplies Data Processing	\$7,000.00	A2630.220.00	State Aided Computer Hardware	\$7,000.00

Please explain the reason for the above transfer request

Insufficient funds to purchase needed back up server

Recommended by:

 5/20/15

 Assistant Superintendent for Business/Business Administrator

Approved by:

for transfers greater than \$5,000

 President, Board of Education

South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: June 10, 2015

OFFICE OF ORIGIN: Business Office

DATE MATERIAL SUBMITTED: June 1, 2015

CATEGORY OF ITEM: Action

**TAX ANTICIPATION NOTE RESOLUTION OF SOUTH
COUNTRY CENTRAL SCHOOL DISTRICT AT
BROOKHAVEN, NEW YORK, ADOPTED JUNE 10, 2015,
AUTHORIZING THE ISSUANCE OF NOT TO EXCEED
\$21,000,000 TAX ANTICIPATION NOTES IN
ANTICIPATION OF THE RECEIPT OF TAXES TO BE
LEVIED FOR THE FISCAL YEAR ENDING JUNE 30, 2016**

RESOLVED BY THE BOARD OF EDUCATION OF SOUTH
COUNTRY CENTRAL SCHOOL DISTRICT AT BROOKHAVEN, IN THE COUNTY
OF SUFFOLK, NEW YORK, AS FOLLOWS:

Section 1. Tax Anticipation Notes (herein called "Notes") of South Country Central School District at Brookhaven, in the County of Suffolk, New York (herein called "District"), in the principal amount of not to exceed \$21,000,000, and any notes in renewal thereof, are hereby authorized to be issued pursuant to the provisions of Sections 24.00 and 39.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law").

Section 2. The following additional matters are hereby determined and declared:

(a) The Notes shall be issued in anticipation of the collection of real estate taxes to be levied for school purposes for the fiscal year commencing July 1, 2015 and ending June 30, 2016, and the proceeds of the Notes shall be used only for the purposes for which said taxes are levied.

(b) The Notes shall mature within the period of one year from the date of their issuance.

(c) The Notes are not issued in renewal of other notes.

(d) The total amount of such taxes remains uncollected at the date of adoption of this resolution.

Section 3. The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00 and 61.00 of the Law, the power to sell and issue the Notes authorized pursuant hereto, or any renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute arbitrage certifications relative thereto, is hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 5. The Notes shall be executed in the name of the District by the manual signature of the President of the Board of Education, the Vice President of the Board of Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District, and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Section 6. This resolution shall take effect immediately.

South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: June 10, 2015

OFFICE OF ORIGIN: Business Office

DATE MATERIAL SUBMITTED: June 1, 2015

CATEGORY OF ITEM: Action

RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Contract for Cooperative Educational Services with Eastern Suffolk BOCES for the 2015-2016 school year at a total cost of \$8,850,206.67.

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2015 by and between the EASTERN SUFFOLK BOCES, party of the first part, and SOUTH COUNTRY CSD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2015-16 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
001.100	Administration	0.0000	0.0000	Actual Usage	362,968.00	362,968.00	0.00	362,968.00
002.100	Rental of Facilities	0.0000	0.0000	Actual Usage	185,790.00	185,790.00	0.00	185,790.00
101.100	Career and Technical Education	21.0000	12,839.0000	Student	0.00	269,619.00	0.00	269,619.00
103.110	Special Career Education 12-1-1	15.7000	22,622.0000	Annual	0.00	355,165.40	0.00	355,165.40
103.120	Special Career Education 8-1-1	3.4300	27,766.0000	Annual	0.00	95,237.38	0.00	95,237.38
103.279	SCE Individual Aide Half-Day	2.0000	25,891.0000	Annual	0.00	51,782.00	0.00	51,782.00
202.100	Special Education 12-1-1 (Full Day)	1.0000	48,775.0000	Student	0.00	48,775.00	0.00	48,775.00
202.110	Special Education 12-1-1 (Partial)	2.0000	30,241.0000	Student	0.00	60,482.00	0.00	60,482.00
202.205	Related Service-Counseling (Ind)	11.0000	4,536.8000	sess/stud/wk/yr	0.00	49,904.80	0.00	49,904.80
202.210	Related Service-Counseling (Group)	7.0000	2,251.2000	sess/stud/wk/yr	0.00	15,758.40	0.00	15,758.40
202.255	Related Service - Speech/Lang (Ind)	1.0000	4,536.8000	sess/stud/wk/yr	0.00	4,536.80	0.00	4,536.80
202.260	Related Svce- Speech/Lang (Group)	1.0000	2,251.2000	sess/stud/wk/yr	0.00	2,251.20	0.00	2,251.20
202.300	Evaluation - Assistive Technology	1.0000	2,083.8000	Evaluation	0.00	2,083.80	0.00	2,083.80
202.365	Eval.- Psycho-Ed./Reevaluation	2.0000	625.1400	Evaluation	0.00	1,250.28	0.00	1,250.28
202.396	Eval - Hearing	1.0000	625.1400	Evaluation	0.00	625.14	0.00	625.14
202.446	Eval Social History	1.0000	310.0000	Evaluation	0.00	310.00	0.00	310.00
203.100	Spec Ed 6-1-1 Class (Full Day)	6.2400	69,405.0000	Student	0.00	433,087.20	0.00	433,087.20
203.120	Hospital Bound Classified	4.0000	1,735.0000	Week	0.00	6,940.00	0.00	6,940.00
203.205	Related Service - Counseling (Ind)	25.0000	4,536.8000	sess/stud/wk/yr	0.00	113,420.00	0.00	113,420.00
203.210	Related Svc - Counseling (Group)	6.0000	2,251.2000	sess/stud/wk/yr	0.00	13,507.20	0.00	13,507.20
203.235	Related Svc - Occ. Therapy (Ind)	14.0000	4,536.8000	sess/stud/wk/yr	0.00	63,515.20	0.00	63,515.20
203.260	Related Svc - Speech/Lang (Group)	2.0000	2,251.2000	sess/stud/wk/yr	0.00	4,502.40	0.00	4,502.40
203.275	Related Svc - Individ. Aide (FT)	2.2000	51,782.0000	Year	0.00	113,920.40	0.00	113,920.40
203.279	Related Svc-Individ Aide(Parttime)	1.0000	25,891.0000	Year	0.00	25,891.00	0.00	25,891.00

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES	School Year 2015-16
SOUTH COUNTRY CSD	

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
203.297	Autism/Behavioral - Parent Training	4.0000	168.2000	Hour	0.00	672.80	0.00	672.80
203.300	Evaluation - Assistive Technology	2.0000	2,083.8000	Evaluation	0.00	4,167.60	0.00	4,167.60
203.305	Evaluation - Augmentative Comm	1.0000	5,001.1200	Evaluation	0.00	5,001.12	0.00	5,001.12
203.335	Evaluation - Neuropsychological	4.0000	312.5700	Hour	0.00	1,250.28	0.00	1,250.28
203.350	EvalOn-SitePsychEval/Consult./Obser	3.9400	345.9800	Hour	0.00	1,363.16	0.00	1,363.16
203.365	Eval.- Psycho-Ed./Reevaluation	3.0000	625.1400	Evaluation	0.00	1,875.42	0.00	1,875.42
203.375	Eval. - Speech/Language	1.0000	625.1400	Evaluation	0.00	625.14	0.00	625.14
203.446	Eval Social History	3.0000	310.0000	Evaluation	0.00	930.00	0.00	930.00
203.450	Eval/Assess Med Screen/Physica	1.0000	208.3800	Unit	0.00	208.38	0.00	208.38
204.100	12-1-4 Class (Full Day)	3.8600	66,470.0000	Student	0.00	256,574.20	0.00	256,574.20
204.240	Related Svc - Occ. Therapy(Group)	7.8000	2,251.2000	Sess/Stud/Wk/Yr	0.00	17,559.36	0.00	17,559.36
204.250	Related Svc - PT (Grp)	19.5000	2,251.2000	Sess/Stud/Wk/Yr	0.00	43,898.40	0.00	43,898.40
204.260	Related Svc - Speech/Lang (Grp)	7.8000	2,251.2000	Sess/Stud/Wk/Yr	0.00	17,559.36	0.00	17,559.36
204.265	Rel. Svc - Vis. Imp./Mobility (Ind)	1.0000	4,536.8000	Sess/Stud/Wk/Yr	0.00	4,536.80	0.00	4,536.80
204.290	Autism/Behav. - Cons./Trainings	4.0000	227.0600	Hour	0.00	908.24	0.00	908.24
204.305	Evaluation - Augmentative Comm	1.0000	5,001.1200	Evaluation	0.00	5,001.12	0.00	5,001.12
204.365	Eval.- Psycho-Ed./Reevaluation	2.0000	625.1400	Evaluation	0.00	1,250.28	0.00	1,250.28
204.367	Eval.- Psycho-Ed./Reeval Bilingual	1.0000	1,041.9000	Evaluation	0.00	1,041.90	0.00	1,041.90
204.398	Eval - Psych/SB Psych Assoc/Report	1.0000	1,015.8500	Evaluation	0.00	1,015.85	0.00	1,015.85
204.422	Related Svc - Vision Consult	1.0000	113.4200	Session	0.00	113.42	0.00	113.42
204.446	Eval Social History	1.0000	310.0000	Evaluation	0.00	310.00	0.00	310.00
204.450	Eval/Assess Med Screen/Physical Ex	1.0000	208.3800	Unit	0.00	208.38	0.00	208.38
204.459	FM Auditory Trainer Order/Select	2.0000	365.0200	Student	0.00	730.04	0.00	730.04
204.462	Evaluation- Audiological	1.0000	416.7600	Evaluation	0.00	416.76	0.00	416.76
205.100	Special Education 8-1-1 (Full Day)	42.5000	61,137.0000	Student	0.00	2,598,322.50	0.00	2,598,322.50
205.110	Special Education 8-1-1 (Partial Da	10.9000	37,905.0000	Student	0.00	413,164.50	0.00	413,164.50
205.205	Related Svc - Counseling (Ind)	128.5000	4,536.8000	Sess/Stud/Wk/Yr	0.00	582,978.80	0.00	582,978.80
205.210	Related Svc - Counseling (Group)	45.5000	2,251.2000	Sess/Stud/Wk/Yr	0.00	102,429.60	0.00	102,429.60
205.215	Related Svc - ESL (Ind)	4.0000	4,536.8000	Sess/Stud/Wk/Yr	0.00	18,147.20	0.00	18,147.20
205.225	Related Svc - Hearing Imp. (Ind)	1.0000	4,536.8000	Sess/Stud/Wk/Yr	0.00	4,536.80	0.00	4,536.80
205.235	Related Svc - Occ Therapy (Ind)	8.9000	4,536.8000	Sess/Stud/Wk/Yr	0.00	40,377.52	0.00	40,377.52
205.240	Related Svc - Occ Therapy (Group)	1.1000	2,251.2000	Sess/Stud/Wk/Yr	0.00	2,476.32	0.00	2,476.32

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES
SOUTH COUNTRY CSD

School Year 2015-16

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
205.245	Related Svc - PT (Individual)	7.7000	4,536.8000	Sess/Stud/Wk/Yr	0.00	34,933.36	0.00	34,933.36
205.255	Related Svc - Speech/Lang Imp (Ind)	50.8000	4,536.8000	Sess/Stud/Wk/Yr	0.00	230,469.44	0.00	230,469.44
205.260	Related Svc - Speech/Lang Imp (Grp)	19.1000	2,251.2000	Sess/Stud/Wk/Yr	0.00	42,997.92	0.00	42,997.92
205.275	Related Svc - Individual Aide (FT)	14.5000	51,782.0000	Year	0.00	750,839.00	0.00	750,839.00
205.277	8-1-1 Clsm Aide Shared (8-1-1 +2)	0.0000	0.0000	Student/Year	8.00	8.00	0.00	8.00
205.278	Clsm Aide Shared (8-1-1 +3)FullDay	1.0000	22,192.0000	Student/Year	0.00	22,192.00	0.00	22,192.00
205.279	Related Svc-Ind Aide (Parttime)	1.0000	25,891.0000	Year	0.00	25,891.00	0.00	25,891.00
205.284	Class Aide Shared (8-1-1+2)Half Day	1.0000	7,397.0000	Student/Year	0.00	7,397.00	0.00	7,397.00
205.290	Autism/Behav. - Cons./Trainings	5.0000	227.0600	Hour	0.00	1,135.30	0.00	1,135.30
205.295	A/B - Home App. Behav. Analysis	120.0000	168.2000	Hour	0.00	20,184.00	0.00	20,184.00
205.297	Autism/Behav. - Parent Training	89.0000	168.2000	Hour	0.00	14,969.80	0.00	14,969.80
205.310	Eval - Autism Sp. Diag. Eval./SB CC	1.0000	1,041.9000	Evaluation	0.00	1,041.90	0.00	1,041.90
205.315	Eval - Cons./Obs./SB CC	2.0000	310.0000	Hour	0.00	620.00	0.00	620.00
205.335	Eval - Neuropsychological	10.0000	312.5700	Hour	0.00	3,125.70	0.00	3,125.70
205.340	Eval - Occ. Therapy	2.0000	625.1400	Evaluation	0.00	1,250.28	0.00	1,250.28
205.345	Eval - Physical Therapy	1.0000	625.1400	Evaluation	0.00	625.14	0.00	625.14
205.365	Eval - Psycho-Ed./Reevaluation	16.0000	625.1400	Evaluation	0.00	10,002.24	0.00	10,002.24
205.375	Eval - Speech/Language	2.0000	625.1400	Evaluation	0.00	1,250.28	0.00	1,250.28
205.380	Eval - Psychiatric/SB Cody Center	2.0000	1,250.2800	Evaluation	0.00	2,500.56	0.00	2,500.56
205.390	Evaluation- Visually Impaired	1.0000	625.1400	Evaluation	0.00	625.14	0.00	625.14
205.394	Eval - English as a Second Lang.	3.0000	625.1400	Evaluation	0.00	1,875.42	0.00	1,875.42
205.420	Related Svc - Hearing Consult	2.0000	113.4200	Session	0.00	226.84	0.00	226.84
205.426	Related Service -Phy Ther Consult	20.0000	113.4200	Session	0.00	2,268.40	0.00	2,268.40
205.428	Related Service - Speech Consult	30.0000	113.4200	Session	0.00	3,402.60	0.00	3,402.60
205.434	Related Svc-Occ Therapy Consult	120.0000	113.4200	Session	0.00	13,610.40	0.00	13,610.40
205.446	Evaluation Social History	5.0000	310.0000	Evaluation	0.00	1,550.00	0.00	1,550.00
205.448	Assistive Technology Consult	1.5000	442.8100	Hour	0.00	664.22	0.00	664.22
205.450	Eval/Assess Med Screen/Physical	2.0000	208.3800	Unit	0.00	416.76	0.00	416.76
205.458	FM Auditory Trainers Consultation	50.0000	260.0000	Hour	0.00	13,000.00	0.00	13,000.00
260.490	Opt 3 (6-1-1) WSB	0.0000	0.0000	Actual Usage	8.00	8.00	0.00	8.00
312.110	Psychological - Psycho-Ed. Reeval.	10.0000	830.0000	Evaluation	0.00	8,300.00	0.00	8,300.00
317.100	Itinerant Hearing	9.0000	5,246.4000	Sess/Stud/Wk/Yr	0.00	47,217.60	0.00	47,217.60

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES	School Year 2015-16
SOUTH COUNTRY CSD	

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
317.125	Deaf/Hearing Imp.- Cons./Staff Sup.	4.0000	131.1800	30 Min/Session	0.00	524.64	0.00	524.64
317.438	Earmolds Pair	5.0000	266.5800	Pair	0.00	1,332.90	0.00	1,332.90
317.442	Itin FM Auditory Train/Works/Consul	10.0000	260.0000	Hour	0.00	2,600.00	0.00	2,600.00
317.800	Hearing Impaired - Spec. Billing	0.0000	0.0000	Per Student	1.00	1.00	0.00	1.00
320.105	Itin Autism/Behave Consult Teacher	20.0000	227.0600	Hour	0.00	4,541.20	0.00	4,541.20
320.300	Itinerant Home ABA	24.0000	168.2000	Hour	0.00	4,036.80	0.00	4,036.80
321.448	Assistive Technology Consult	10.0000	442.8100	Hour	0.00	4,428.10	0.00	4,428.10
322.110	Shared Coordinator .4 FTE	1.0000	62,111.9100	Annual	0.00	62,111.91	0.00	62,111.91
323.290	Physical Therapy - Consultation	3.0000	115.4700	30 Min/Session	0.00	346.41	0.00	346.41
438.110	Outreach AC Non-Classified Students	1.0000	61,137.0000	Student	0.00	61,137.00	0.00	61,137.00
438.120	Hospital Bound-Non-Class. Students	3.0000	1,735.0000	Week	0.00	5,205.00	0.00	5,205.00
440.120	Enrichment Pgm - Conf. for Kids	1.0000	657.0000	Service	657.00	1,314.00	0.00	1,314.00
477.490	Hospital Instruction - WSB	0.0000	0.0000	Service	1.00	1.00	0.00	1.00
508.100	Library Automation							
508.100.130	Library Auto (2001 - 5000 Enroll)	1.0000	2,318.0000	Per District	0.00	2,318.00	0.00	2,318.00
508.200	Follett, Follett Destiny & OPALS	0.0000	0.0000	Actual Usage	11,880.00	11,880.00	0.00	11,880.00
514.470	School Data Bk Svc -Inclusive Svc	4,572.0000	8.1900	Student	0.00	37,444.68	0.00	37,444.68
514.520	NYS Req. Report per stud-PS/PK-12	4,572.0000	3.4400	Student	0.00	15,727.68	0.00	15,727.68
514.530	NYS Required Reporting	4,572.0000	0.6000	Student	0.00	2,743.20	0.00	2,743.20
516.210	Lib. Svc/Media-Virtual Ref. Collect							
516.210.109	Virtual Ref. Collect 3-12 Online	3,420.0000	9.2000	Student	0.00	31,464.00	0.00	31,464.00
516.220	Library Services - Supp. Databases	0.0000	0.0000	Actual Usage	33,023.00	33,023.00	0.00	33,023.00
516.300	Library Svc/Media Part. (50% disc)							
516.300.130	Lib/Med 2001-5000 stud. (50% disc)	1.0000	1,159.0000	Per District	0.00	1,159.00	0.00	1,159.00

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES SOUTH COUNTRY CSD	School Year 2015-16
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Program/ Serial No.	Service	Quantity/ Share	Basis for Current Contract		Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
			Unit Cost	Cost Basis				
525.110	Student Assistance Service	0.0000	0.0000	Actual Usage	1.00	1.00	0.00	1.00
531.200 My Learning Plan (MLP)								
531.200.120	MLP - Cont. Annual Lic. Instruct.	430.0000	25.0000	User	0.00	10,750.00	0.00	10,750.00
531.200.130	MLP - Cont. Ann. Lic. Non-Instruc	30.0000	15.0000	User	0.00	450.00	0.00	450.00
531.300	Customized Staff Development	0.0000	0.0000	Actual Usage	663.36	663.36	0.00	663.36
531.310	Customized Staff Dev. (Coord. Fee)	0.0000	0.0000	Actual Usage	132.67	132.67	0.00	132.67
531.315	Curriculum Workshops	0.0000	0.0000	Actual Usage	22,245.00	22,245.00	0.00	22,245.00
531.400	Ed. Lead., Dev. & Place. Svc(Basic)	1.0000	3,000.0000	Service	0.00	3,000.00	0.00	3,000.00
531.520	NYSED Cluster Scor. - Gr 3-8 Assess	0.0000	0.0000	Actual Usage	18,309.91	18,309.91	0.00	18,309.91
531.540	NYS Alt. Assess.:Dev. App. Baseline	0.0000	0.0000	Actual Usage	278.64	278.64	0.00	278.64
531.550	NYSAA Bslne Chks and Collegial Rvw	0.0000	0.0000	Actual Usage	336.00	336.00	0.00	336.00
531.560	NYS Alt. Assess. Reg Test Scoring	0.0000	0.0000	Actual Usage	2,310.00	2,310.00	0.00	2,310.00
531.570	NYS Alt. Assess Manual Duplication	0.0000	0.0000	Actual Usage	720.00	720.00	0.00	720.00
601.040 IEP Direct								
601.040.190	IEP Dir. Maint. Fee > 200 Stdnts	1.0000	6,460.0000	Annual	0.00	6,460.00	0.00	6,460.00
601.040.210	IEP Dir Per Student Maint Fee >99	659.0000	7.7000	Student	0.00	5,074.30	0.00	5,074.30
601.040.230	IEP Dir. Maint. Coord Fee - 10%	0.0000	0.0000	Actual Usage	1,153.43	1,153.43	0.00	1,153.43
601.040.270	IEP Dir. Annual BOCES Sup >200	1.0000	8,488.8000	Annual	0.00	8,488.80	0.00	8,488.80
601.060 NYSE Directors								
601.060.140	NYSE 200 or more students	1.0000	1,720.0000	Annual	0.00	1,720.00	0.00	1,720.00
601.060.150	NYSE Direct Workstations	2.0000	90.0000	Each	0.00	180.00	0.00	180.00
601.060.160	NYSE Mgmt Fee - 10% Cost of Svc	0.0000	0.0000	Actual Usage	190.00	190.00	0.00	190.00
601.060.170	NYSE Direct BOCES Annual Support	1.0000	303.5300	Annual	0.00	303.53	0.00	303.53
601.110	eRate-Intellipath App Processing	1.0000	312.0000	Annual	0.00	312.00	0.00	312.00
601.130	eRate- Document Mgmt - One Coser	1.0000	468.0000	Annual	0.00	468.00	0.00	468.00
601.150	Admin One-Time Tech. Acq.	0.0000	0.0000	Actual Usage	1.00	1.00	0.00	1.00
601.170	Multi-yr Network Printer Contracts	1.0000	0.0000	Actual Usage	131,743.16	131,743.16	0.00	131,743.16
601.340	LAN/WAN Support Services	1.0000	0.0000	Actual Usage	192,000.00	192,000.00	0.00	192,000.00
601.410 Election Management Systems								
601.410.210	BOLD/EMS 2.0 Annual Licensing	1.0000	0.0000	Actual Usage	14,992.21	14,992.21	0.00	14,992.21
601.410.220	BOLD/Library/Bond Vote/Revote 2.0	1.0000	0.0000	Actual Usage	5,533.57	5,533.57	0.00	5,533.57

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES	SOUTH COUNTRY CSD	School Year 2015-16
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Program/ Serial No. Service	Quantity/ Share	Basis for Current Contract		Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Unit Cost	Cost Basis				
601.430 Edge Annual License	1.0000	0.0000	Actual Usage	1,242.00	1,242.00	0.00	1,242.00
601.435 Email Archiving							
601.435.120 Email Arch. Per Mailbox - Staff	700.0000	10.5500	Per Mailbox	0.00	7,385.00	0.00	7,385.00
601.440 Emergency Notification Systems							
601.440.120 Connect Ed Unlimited Premium	1.0000	0.0000	Actual Usage	7,831.50	7,831.50	0.00	7,831.50
601.440.140 Connect Ed Annual Cost	1.0000	0.0000	Actual Usage	575.00	575.00	0.00	575.00
601.455 Finance Manager							
601.455.160 Fin Mngr Lvl B BOCES Sup 4000-700	1.0000	13,765.0000	Annual	0.00	13,765.00	0.00	13,765.00
601.455.200 Fin Mngr Off-Site Bckp C 4000-699	1.0000	4,526.0000	Annual	1,000.00	5,526.00	0.00	5,526.00
601.455.230 Fin Mngr Software Annual License	1.0000	0.0000	Actual Usage	19,485.16	19,485.16	0.00	19,485.16
601.455.240 Fin Mngr W2/1099 Production	1,000.0000	3.3500	Per Form	0.00	3,350.00	0.00	3,350.00
601.475 Facilities Management Systems							
601.475.110 SchoolDude - IT Direct	0.0000	0.0000	Annual	1.00	1.00	0.00	1.00
601.475.190 SchoolDude Licensing - Other	0.0000	0.0000	Annual	1.00	1.00	0.00	1.00
601.475.220 SchoolDude On-site Support	2.0000	890.0000	Day	0.00	1,780.00	0.00	1,780.00
601.710 eSchoolData							
601.710.110 eSchoolData License Fees K-12	4,572.0000	15.7500	Student	0.00	72,009.00	0.00	72,009.00
601.710.130 eSchoolData Mgmt Fee - 10% of svc	1.0000	0.0000	Actual Usage	7,200.90	7,200.90	0.00	7,200.90
601.710.140 eSchoolData K-12 BOCES Support	4,572.0000	8.0000	Student	0.00	36,576.00	0.00	36,576.00
601.710.180 eSchoolData .2 In-District Suppor	1.0000	23,763.2700	Annual	0.00	23,763.27	0.00	23,763.27
601.810 AIMSwab							
601.810.180 AIMSwab Coord Fee 10% of svc	1.0000	0.0000	Actual Usage	23,763.27	23,763.27	0.00	23,763.27
601.860 Northwest Evaluation Assoc.							
601.860.170 NWEA Management Fee - 10% of Cost	0.0000	0.0000	Actual Usage	2,844.50	2,844.50	0.00	2,844.50
601.860.175 NWEA MAP Assess. Suite: Grades 3-	2,026.0000	14.0400	Student	0.00	28,445.04	0.00	28,445.04
601.990 Test Scanning and Reporting							
601.990.100 Individual Student Report Setup F	1.0000	75.0000	District	0.00	75.00	0.00	75.00
601.990.160 Test Scan/Rpt NYS ELA Grades 3-8	2,050.0000	4.7800	Test	0.00	9,799.00	0.00	9,799.00
601.990.170 Test Scan/Rpt NYS Math Grades 3-8	2,050.0000	4.7800	Test	0.00	9,799.00	0.00	9,799.00
601.990.180 Test Scan/Rpt NYS Science 4 &/or	647.0000	4.7800	Test	0.00	3,092.66	0.00	3,092.66
601.990.300 Test Scan/Rpt NYSESLAT	279.0000	9.1800	Test	0.00	2,561.22	0.00	2,561.22
601.990.310 Test Scan/Rpt NYSAA	80.0000	14.9500	Test	0.00	1,196.00	0.00	1,196.00

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES	School Year 2015-16
SOUTH COUNTRY CSD	

Program/ Serial No.	Service	Quantity/ Share	Basis for Current Contract		Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
			Unit Cost	Cost Basis				
601.990.320	Test Scan/Rpt Regents All Exams	3,385.0000	2.9200	Test	0.00	9,884.20	0.00	9,884.20
602.110	Negotiations Information Services	1.0000	4,450.0000	Annual	0.00	4,450.00	0.00	4,450.00
612.110	Cooperative Bidding							
612.110.110	Coop Bidding Grp A (2900+ sdnt)	1.0000	8,650.0000	Year	0.00	8,650.00	0.00	8,650.00
617.100	Employee Assistance Program	439.0000	41.5000	Employee	0.00	18,218.50	0.00	18,218.50
623.110	Nonpublic Textbk Distr - Admin Fee	302.0000	73.0000	Student	0.00	22,046.00	0.00	22,046.00
623.120	Nonpublic Txbk Dist. -Textbook Fee	375.0000	188.0000	Per Student Est	0.00	70,500.00	0.00	70,500.00
633.120	Health Ins. Coord. Svc.-Suffolk	520.0000	11.0400	Employee/Year	0.00	5,740.80	0.00	5,740.80
644.110	Intellipath - Line Charges (ESB)	1.0000	0.0000	Annual	1,244.40	1,244.40	0.00	1,244.40
644.150	Verizon Phone Charges	1.0000	0.0000	Actual Usage	30,000.00	30,000.00	0.00	30,000.00
657.491	Admin. Manual Develop. (Erie 1)	1.0000	8,400.0000	Service	0.00	8,400.00	0.00	8,400.00
657.495	Mo. Admin Update Svc (Erie 1)	1.0000	625.0000	Service	0.00	625.00	0.00	625.00
657.496	Quarterly Policy Rev. (Erie 1)	1.0000	1,650.0000	Service	0.00	1,650.00	0.00	1,650.00
665.490	State Aid Planning - Questar III	0.0000	0.0000	Service	1.00	1.00	0.00	1.00
676.490	GASB 45 (Capital BOCES)	0.0000	0.0000	Service	1.00	1.00	0.00	1.00
690.490	On-Line Application Service-Putnam	0.0000	0.0000	Actual Usage	1.00	1.00	0.00	1.00

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

**EASTERN SUFFOLK BOCES
SOUTH COUNTRY CSD**

School Year 2015-16

Summary:

Total of Service Costs - All Funds:	8,301,448.67	(Except 001/002)
Capital Costs:	185,790.00	(CoSer 002)
Adm. & Clerical Costs:	362,968.00	(CoSer 001)
Total Contract Costs:	8,850,206.67	

The party of the second part hereby agrees to pay the total contract cost to the party of the first part according to the following schedule:
10 Times per year

This contract shall not be valid or binding until it is approved by the Commissioner of Education.
IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

EASTERN SUFFOLK BOCES

201 SUNRISE HIGHWAY, PATCHOGUE, NY, 11772-

Signature, President and/or Clerk, BOCES

(Party of the First Part)

(Post Office Address)

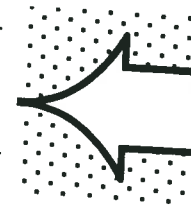
SOUTH COUNTRY CSD

189 DUNTON AVE ., EAST PATCHOGUE, NY, 11772-

Signature, President and/or Clerk, Board of Education (As Autholzed)

(Party of the Second Part)

(Post Office Address)



**SIGN
HERE**

*RWA
5/22/15*