SOUTH COUNTRY CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION BUSINESS MEETING

CENTRAL OFFICE

WEDNESDAY, SEPTEMBER 9, 2015

The meeting will begin at 6:30 p.m., for the possible purpose of considering a motion to enter executive session to discuss negotiations with the BTA & CSEA and an employee disciplinary matter. 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- Business Meeting of August 26, 2015- pg. #3
 - 2. Claims Report-July 1, 2015-pg. #7
 - 3. R.E.F.I.T. Breakfast Forum-pg. #9
 - 4. Student Ex-Officio Board Member
- D. Communications and Announcements
 - 1. Superintendent's Report
 - 2. Trustee and Advisory Committee Reports (if any)
- E. Public Commentary (Agenda Items Only)
- F. Items for Discussion/Action
 - 1. Greater Bellport Brownfield Opportunity Steering Committee
 - 2. Consolidated Calendar Revision-pg. #10
 - 3. Universal Pre-K Program- pg. #11
- G. Board Consent Agenda Curriculum and Instruction-pg. #12
 - 1. CSE/SCSE Minutes- pg. #13
- H. Board Consent Agenda Personnel-pg. #14
 - 1. Resignations
 - 2. Instructional New Appointments
 - 3. Non-Instructional New Appointments
 - 4. Contractual & Long-Term Substitutes
 - 5. Salary Schedule & Position Changes
 - 6. Additional Work
 - 7. Extra Duty Assignments
 - 8. Responders & Guards
 - 9. Extra Duty Assignments
 - 10. Substitutes

- I. Board Consent Agenda Business

 - Concussion Management- pg. #16
 Consultant Services Contract- Helping Hands Children Services- pg. #17
 - 3. Consultant Services Contract- Therapy Center for Children- pg. #24
 - 4. Donations from DonorsChoose.org- pg. #31
- J. Public Commentary (Non-Agenda Items)
- K. Closing Remarks by Board Members
- L. Adjournment

BUSINESS MEETING PAGE 023 AUGUST 26, 2015 SOUTH COUNTRY CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION MINUTES

A. CALL TO ORDER

Board President, Chris Picini called a Business Meeting of the Board of Education to order at 6:35 p.m. The meeting took place at the District Central Office, 189 Dunton Ave, East Patchogue, NY.

Board of Education Members Present

Rocco DeVito Regina Hunt (arrived 6:45 pm)

Lisa Di Santo Julio Morales Carol Herrmann Chris Picini

Antoinette Huffine Danielle Skelly (arrived 6:45 pm)

Allison Stines

<u>Others Present</u>: Superintendent Dr. Joseph Giani, Nelson Briggs, Sam Gergis, Cheriese Pemberton, Sara Cioffaletti, School Attorney John Sheahan.

EXECUTIVE SESSION

A motion (Herrmann / Stines) to convene to executive session at 6:35 p.m. to discuss BTA negotiations and an employee disciplinary matter.

VOTE: Motion carries unanimously. 7-Yes, 0-No, Absent (Hunt, Skelly).

Public session reconvened at 7:30 pm.

Board member Julio Morales led all present in the Pledge of Allegiance.

B. EMERGENCY EVACUATION PROCEDURES / SMOKE FREE SCHOOL DISTRICT

Board President Picini discussed the exits to be used in the event of an emergency and noted that we are a smoke-free District, with smoking prohibited in all buildings and on school grounds.

C. BOARD CONSENT AGENDA -APPROVALS

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

1. Minutes - Business Meeting of August 5, 2015

VOTE: Motion carries. 8-Yes, 0-No, 1-Abstain (Morales).

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

2. Treasurer's Report –July, 2015.

VOTE: Motion carries unanimously. 9-Yes, 0-No.

D. COMMUNICATIONS AND ANNOUNCEMENTS

- 1. Superintendent's Report
 - A tour of the facilities is scheduled for this Friday.
 - Student Support Services has moved into the Brookhaven Annex.
 - The work at Frank P. Long is complete, and extended hours were implemented to allow teachers to set up their rooms.
 - The Family Engagement Center suffered a setback due to damage sustained from a truck accident, further complicated by an asbestos issue. The District is looking into the possibility of installing a gate at the entrance to the parking lot.

BUSINESS MEETING PAGE 024 AUGUST 26, 2015

- South Haven School is currently closed for further inspection, repair and cleaning in preparation for future use.
- Thanks to Senator Croci for securing an additional \$35 K in unrestricted state aid for our District. Dr. Giani will meet with cabinet and administrative council to determine best use of funds.
- The August graduation ceremony was well received with twenty two students and their families participating.
- Our Universal Pre-K program has a total of 136 students enrolled, with a minimum target of 157 to make MOE. Current enrollment is; 100 at Brookhaven (108 target), 30 at Bellport United Methodist (36 target) and 4 at Family Service League (20 target). We will know by September 26th if we have enough to run the program with the Family Service League.
- In response to Mr. Kinsella's inquiry, school building flags are raised when school in session.
- All summer mailings have gone out.

2. Trustees Report

- Thanks to Administration for putting together the August graduation ceremony, which was very well
 received by all.
- Happy that the schedules and calendars were mailed out early this year.
- Thanks to Sara Cioffaletti for making the agenda packets so clear and user friendly.
- Thanks to Mr. Hogan and staff for a well-run and organized 9th Grade Orientation.
- Request to include maps of the High School and Middle School buildings with the schedules.
- The William Floyd Board of Education President has a radio show on 103.9 where local schools are highlighted. We have been invited to participate.

E. PUBLIC COMMENTARY

None.

F. ITEMS FOR DISCUSSION/ACTION

Greater Bellport Brownfield Opportunity Steering Committee
 The Board will obtain additional information from Brookhaven Town before appointing a member.

2. Substitute Plan was discussed.

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

3. Code of Conduct

RESOLVED, upon the recommendation of the Superintendent of Schools, the Board hereby accepts the revision to the Code of Conduct, incorporating the Co-Curricular and Extra-Curricular Eligibility.

VOTE: Motion carries unanimously, 9-Yes, 0-No.

- 4. Board of Education Retreat will be postponed to a later date.
- 5. 2015-16 School Calendar will be left as is, using a snow day to resolve the extra day issue.

G. BOARD CONSENT AGENDA – CURRICULUM AND INSTRUCTION

A motion (Herrmann / DeVito) to approve:

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

VOTE: *Motion carries*. 8-Yes, 0-No, 1-Abstain (Morales)

BUSINESS MEETING PAGE 025 AUGUST 26, 2015

A motion (Herrmann / DeVito) to approve:

- 3. 2015-2016 District Comprehensive Improvement Plan (DCIP)
- 4. 2015-2016 School Comprehensive Education Plan (SCEP)

VOTE: Motion carries unanimously, 9-Yes, 0-No.

A motion (Skelly / Hunt) to approve:

5. 2015-2016 District Professional Development Plan

VOTE: Motion carries unanimously. 9-Yes, 0-No.

H. BOARD CONSENT AGENDA – PERSONNEL

A motion (Herrmann / Skelly) to approve items # H1 through H5, & H7 through H10:

- 1. Resignations & Leave of Absence
- 2. Instructional New Appointments
- 3. Non-Instructional New Appointments
- 4. Long-Term Substitutes
- 5. Salary Schedule & Position Changes
- 7. Extra Duty Assignments
- 8. Responders & Guards
- 9. Rates for Substitutes and Long-Term Substitutes
- 10. Substitutes

VOTE: Motion carries unanimously. 9-Yes, 0-No.

A motion (Skelly / DeVito) to approve item # H 6.1 through H6.72:

6. Additional Work

VOTE: Motion carries unanimously. 9-Yes, 0-No.

A motion (Huffine / DeVito) to approve item # H6.73:

6. Additional Work

VOTE: Motion carries. 8-Yes, 1-No (Picini).

I. BOARD CONSENT AGENDA – BUSINESS

A motion (DeVito / Skelly) to approve:

- 1. Consultant Services Contract- Neil Lederer
- 2. Budget Transfer Request Form
- 3. Memorandum of Understanding- St. Joseph's College
- 4. Health and Welfare Services Agreement- West Islip School District

BUSINESS MEETING PAGE 026 AUGUST 26, 2015

5. Best Value Contracts

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the purchase and procurement of apparatus, materials, equipment and supplies and services related to the installation, maintenance or repair of such apparatus, materials, equipment and supplies, the cost of which exceeds \$20,000, on the basis of the "best value" exception to the competitive bidding requirements of the General Municipal Law and consistent with all other applicable requirements of the General Municipal Law.

VOTE: Motion carries unanimously. 9-Yes, 0-No.

J. PUBLIC COMMENTARY (NON-AGENDA ITEMS)

<u>Darlene Mercurio</u> (resident): Commented on "opting out" and Common Core. <u>Ron Kinsella</u> (resident): Commented on having crossing guards at High School – Beaver Dam Rd.

K. CLOSING REMARKS BY BOARD MEMBERS

- Thank you to Dr. Pemberton.
- Request to look into Cope Officers monitoring walkers crossing Station Rd at Frank P Long.
- Robotics program.
- Possibility of District doing a community forum or legislative breakfast.
- Earlier mailing of schedules and calendars.
- Roll out of Scholar Chip and Chrome Book programs.

L. ADJOURNMENT

A motion (Herrmann / Hunt) to adjourn the meeting at 9:30 pm:

VOTE: Motion carries unanimously. 9-Yes, 0-No.

Respectfully submitted,

Nancy Poulos

Nancy Poulos District Clerk TO: Board of Education of South Country Central School District

FROM: Denise Longobardi, Claims Auditor

RE: Purchase Order/ Warrant Review June 2015

DATE: July 1, 2015

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

| Warrant # | <u>Date</u> | <u>Fund</u> | \$ Amount |
|-----------|-------------|----------------|-----------------|
| 41 | 6/2/15 | General | \$ 0.00 |
| 42 | 6/5/15 | General | \$ 2,687,498.65 |
| 43 | 6/6/15 | General | \$ 199,078.30 |
| 44 | 6/23/15 | General | \$ 0.00 |
| 45 | 6/22/15 | General | \$ 1,821,590.24 |
| 24 | 6/5/15 | Federal Fund | \$ 71,993.00 |
| 25 | 6/18/15 | Federal Fund | \$ 151,138.68 |
| 26 | 6/30/15 | Federal Fund | \$ 2,887.44 |
| 23 | 6/5/15 | Cafeteria | \$ 426.59 |
| 24 | 6/26/15 | Cafeteria | \$ 174,086.38 |
| 50 | 6/5/15 | Trust & Agency | \$ 2,291,304.64 |
| 51 | 6/6/15 | Trust & Agency | \$ 2,751.47 |
| 52 | 6/5/15 | Trust & Agency | \$ 113,564.08 |
| 53 | 6/19/15 | Trust & Agency | \$ 2,369,699.72 |
| 54 | 6/26/15 | Trust & Agency | \$ 7,911,664.05 |
| 55 | 6/26/15 | Trust & Agency | \$ 13,895.05 |
| 56 | 6/30/15 | Trust & Agency | \$ 639,854.54 |

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

- Confirming Purchase order-During my review of purchase orders in the month of June 2015, I have found 6 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.
 - ➤ Long Island Advance- check 99753, p.o. 15-2943, p.o. date 5/29/15, invoice date 4/2/15, \$1,060.80. Initiated by District Clerk.
 - ➤ Pete Maddalone- check 99762(which was subsequently voided and replace by check 100259), p.o. 15-2960, p.o. date 6/2/15, invoice dated 5/29/15, \$113.05.Initiated by Facilities.
 - ➤ Rock Hill Golf & Country Club-check 99787, p.o. 15-2913, p.o. 5/26/15, invoice 5/15/15, \$80.00, initiated by Bellport HS- MB Stitt.
 - ➤ Seneca Consulting Group Inc.- check 99789, p.o. 15-2949, p.o. date 5/29/15, invoice date 5/22/15, \$3,166.66, initiated by Business Office.

- East End Bus Lines Inc.- check 99720, p.o. 15-2968, p.o. date 6/4/15, invoice dated 5/21/15, \$495.00, inititated by Central Office.
- ➤ Whitsons Food Service Corp.- check 100335, p.o. 1-3002, p.o. date 6/17/15, invoice dated 6/10/15, \$500.00, initiated by Central Office.
- 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:
 - ➤ Little Angels Center- check 99752, p.o. 15-1542, invoices paid September 2014-February 2015, \$2,360.00. Initiated by Student Support Services.
 - > Tender Age PT, Inc.- check 99800, p.o. 15-1415, invoices paid December 2014- February 2015, \$24,040.00, initiated by Student Support Services.
 - ➤ GTM Sportsman- check 99730, p.o. 15-1795, invoice 100055218, invoice date 10/9/14, \$601.00. Initiated by Athletics.
 - Accessible Learning Tech. Alterny.- check 24715, p.o. 15-2498, invoice 1184, invoice date 12/28/14, \$4,360.00, initiated by Student Support Services.
 - ➤ Jorge Jimenez- check 100240, p.o. 15-0241, mileage submission for entire school year, \$242.13. Mileage should be submitted in a timely manner.
 - ➤ Robert Mcintyre- check 100265, p.o. 15-0109, mileage submission for entire school year, \$1,287.72. Mileage should be submitted in a timely manner.
 - Metro Therapy- check 100267, p.o. 15-1414, invoices 201.101 and 202.406 for December 2014 & January 2015 services, \$4,549.06, initiated by Student Support Services.
- 3. The following payments were made with non-original invoices or receipts:
 - COSTCO- check 99716, p.o. 15-2368, invoice 4/16/15, \$858.09.Initiated by Bellport HS- C. Masem.
 - Unipack Corp- check 100339, p.o. 15-2289, invoice 16975, invoice dated 3/18/15, initiated by Facilities.
- 4. Three Village CSD- check 100323, p.o. 15-2945, invoice 3649, hold check. District must provide additional information for rate charged, \$39,320.10.

Number of exceptions noted: 16 Number of checks processed: 846

Error percentage: 1.89%

CC: S. Gergis-Assistant Superintendent for Business

BOARD OF EDUCATION AGENDA MATERIAL

DATE OF BOARD MEETING:

September 9, 2015

OFFICE OF ORIGIN:

District Clerk

DATE MATERIAL SUBMITTED:

August 31, 2015

CATEGORY OF ITEM:

Action

TITLE:

REFIT Breakfast Forum

RESOLVED, the Board of Education hereby approves the attendance of Board President Chris Picini at REFIT's Annual Breakfast Forum on Monday, October 19, 2015 and authorizes the associated costs pursuant to District policy.

Not an official record; subject to change

South Country Central School District 2015-2016 School Calendar

| | July, 2015 | | | | | | |
|----|------------|----|----|----|--|--|--|
| M | T | W | Th | F | | | |
| | | 1 | 2 | 3 | | | |
| 6 | 7 | 8 | 9 | 10 | | | |
| 13 | 14 | 15 | 16 | 17 | | | |
| 20 | 21 | 22 | 23 | 24 | | | |
| 27 | 28 | 29 | 30 | 31 | | | |

| 4-1 | inds. | panda | men l | n. |
|-----|-------|-------|-------|----|

| | Aug | piest, 2 | 015 | |
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| 31 | | | | |

| | Sept | ember, | 2015 | |
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| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | | |
| | | 17+1=18 | | |

| 2. | First | day | for | stud | ent |
|----|-------|-----|-----|------|-----|
|----|-------|-----|-----|------|-----|

| _ | | - |
|----|-------|-----|
| 7. | Labor | Day |

^{14 &}amp; 15- Rosh Hashanah

| 3- Yom Kippur |
|---------------|
|---------------|

| M | T | W | Th | F |
|-----------|----------|------|----|----|
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| 12 | 13 | 14 | 15 | 16 |
| 19 | _20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |
| 12- Colum | ibus Day | (21) | | |

| | Nove | miber, | 2015 | |
|----|------|---------|------|------|
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| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | [19] | [20] |
| 23 | 24 | 25 | 26 | 27 |
| 30 | | | | |
| | | 16+1=17 | 1 | |

3- Election Day/ Superintendent's Conference Day

11- Veteran's Day

26 & 27- Thanksgiving Recess

| | Dece | miber, | 2015 | |
|-----|------|--------|------|----|
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| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | 31 | 1 |

24-31- Winter Recess 25- Christmas

| January, 2016 | | | | | | |
|---------------|----|------|----|----|--|--|
| M | T | W | Th | F | | |
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| 11 | 12 | 13 | 14 | 15 | | |
| 18 | 19 | 20 | 21 | 22 | | |
| 25 | 26 | 27 | 28 | 29 | | |
| | | (19) | | | | |

¹⁻ New Year's Day/Winter Recess 18- Martin Luther King Jr. Day

| February, 2016 | | | | | |
|----------------|----|----|----|----|--|
| M T W Th | | | | | |
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| 8 | 9 | 10 | 11 | 12 | |
| 15 | 16 | 17 | 18 | 19 | |
| (22) | 23 | 24 | 25 | 26 | |
| (22) 29 | | | | | |

15- Presidents' Day

| | Ma | rch, 20 |)16 | |
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| 14 | 15 | 16 | 17 | [18] |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | 31 | |

25- Good Friday

| April, 2016 | | | | | |
|-------------|----|------|----|----------|--|
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| 11 | 12 | 13 | 14 | 15 | |
| 18 | 19 | 20 | 21 | 22 29 | |
| 25 | 26 | 27 | 28 | 29 | |
| | | (16) | | | |

23- First Day of Passover 25-29- Spring Recess

| May, 2016 | | | | | | | |
|------------|----|------|----|----|--|--|--|
| M T W Th F | | | | | | | |
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| 16 | 17 | 18 | 19 | 20 | | | |
| 23 | 24 | 25 | 26 | 27 | | | |
| 30 | 31 | | | | | | |
| | | 2441 | | | | | |

27-31- Memorial Day Weekend

| June, 2016 | | | | | | |
|------------|----------|------|------|----|--|--|
| M T W Th F | | | | | | |
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| 6 | 10 | | | | | |
| 13 | 14 | 15 | 16 | 17 | | |
| 20 | 21 | 22 | 23 | 24 | | |
| 27 | 28 | 29 | 30 | | | |
| 45 11000 | 2012/100 | (18) | 7.77 | | | |

24- Last Day of School

| (ey: | | = School Closing (Instructional Staff) | 180+3=183 |
|------|----|--|------------|
| | () | = Teacher Orientation/Superintendent's Conf = Parent Teacher Conference | erence Day |
| | | = Parent Teacher Conference | |

Parent/Teacher Conference Schedule

Nov. 19- P/T Conference: School closed Pre-K-5 students Nov. 20- P/T Conference: School closed Pre-K-12 students March 18- P/T Conference: School closed Pre-K-5 students

End of Quarter Dates 1st-11/6/2015

2nd-1/29/2016 3rd-4/22/2016 4th-6/24/2016

Trimester Dates (Gr K to 5)

11/30/2015 1st-2/29/2016 2nd-3rd-6/24/2016

Snow Closing Make-Up Day Schedule

Make-Up Day #1 is built into the school calendar Make-Up Day #2- May 31, 2016 Make-Up Day #3- May 27, 2016 Make-Up Day #4- April 29 2016 Make-Up Day #5- April 28, 2016 Make-Up Day #6- April 27, 2016 Make-Up Day #7- April 26, 2016 Make-Up Day #8- April 25, 2016

The Board of Education reserves the right to revise this calendar if emergency school closings during the school year require additional teaching days. Consolidated School Calendar Adopted by the Board of Education on February 4, 2015.

¹⁵⁻¹⁹⁻ Mid Winter Recess

^{22 -} Superintendent's Conference Day

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION BUSINESS MEETING

CENTRAL OFFICE

WEDNESDAY, SEPTEMBER 9, 2015

F3. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education rescinds the award of the Universal Pre-Kindergarten contract to Family Service League.

F4. BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education awards Universal Pre-Kindergarten contract for a half day program without transportation in compliance with the terms of the Request for Proposal, and subject to review by counsel, as follows:

| <u>Organization</u> | Number of Pupils | <u>Cost per Pupil</u> |
|----------------------------|------------------|-----------------------|
| Bellport United Methodists | 72 | \$2,200.00 |

South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: 9/7/2015

OFFICE OF ORIGIN: Office of Curriculum, Instruction & Accountability

DATE MATERIAL SUBMITTED: 8/31/2015

CATEGORY OF ITEM: Action

TITLE: CSE, SCSE Recommendations

Request for approval of the following CSE/SCSE recommendations:

<u>G.1.</u>

CSE/SCSE 052560010 CSE/SCSE 091750002 CSE/SCSE 092290004 CSE/SCSE 122230386

CSE/SCSE 11360000

South Country Central School District





BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: September 9, 2015

OFFICE OF ORIGIN: Student Support Services

DATE MATERIAL SUBMITTED: August 28, 2015

CATEGORY OF ITEM: Action

TITLE: CSE/SCSE Recommendations

STAFF RECOMMENDATION:

| Date: | Location: | # of Students |
|----------|----------------------|---------------|
| 08/12/15 | BOCES | 1 |
| 08/07/15 | Bellport High School | 1 |
| 08/06/15 | Frank P. Long | 1 |
| 07/29/15 | BOCES | 2 |

BACKGROUND RATIONALE: Recommendation of the CSE/SCSE

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 Personnel

Date: September 2, 2015

Subject: Human Resources Personnel Changes September 9, 2015

Administration recommends approval of the following changes in Personnel:

H.1 Approve Resignations

| 50.00 | Resignations | | | | | |
|-------|--------------|------|----------------------------|----------------|---|--|
| No. | Unit | Name | Assignment | Effective Date | Reason | |
| 1.1 | CSEA | | Senior Account Clerk/CO | 09/08/15 | Accepted position in another District | |
| 1.2 | BTA | - | Teacher-Mathematics/BMS | 09/01/15 | Personal | |
| 1,3 | BTAA | | School Monitor/KRM | 09/01/15 | Appointed as Special Education Aide 1:1 | |
| 1,4 | BTAA | | Special Education Aide/KRM | 09/01/15 | Appointed as Teaching Assistant | |
| 1.5 | BTAA | | Special Education Aide/BHS | 09/01/15 | Appointed as Teaching Assistant | |

H.2 Approve Instructional New Appointments

| | Probationary | | | | | | |
|-----|--------------|--------------|--|-------------------|--------------------|-------------|--|
| No. | Unit | Name | Assignment | Effective Date | Certification | Salary | |
| 2.1 | BTA | | Teacher-Mathematics/BMS | 09/01/15-09/01/19 | Mathematics | \$47,505 | |
| 2.2 | BTA | | Teacher-School Social Worker/BRK & FPL | 10/5/2015-10/5/19 | Social Worker | \$55,343 | |
| 2.3 | BTA | | Teacher-Special Education/BHS | 09/01/15-09/01/19 | Special Education | \$55,343 | |
| 2.4 | BTAA RES | CIND | Teaching Assistant/FPL (Replacing) | 09/01/15-09/01/19 | Teaching Assistant | \$16.76/hr. | |
| 2.5 | BTAA | | Teaching Assistant/FPL (Replacing) | 09/01/15-09/01/19 | Teaching Assistant | \$16.76/hr. | |
| 2,6 | BTAA | - | Teaching Assistant/BHS (Meplacing) | 09/01/15-09/01/19 | Teaching Assistant | \$20.49/hr. | |

H.3 Approve Non-Instructional New Appointments

| | Full-time | | | | | |
|-----|-----------|------|--------------------------------|--|---------------------------|-----------|
| No. | Unit | Name | Assignment | Effective Date | Salary | Replacing |
| 3.1 | CSEA | | Laborer | TBD | \$32,987 (To be prorated) | |
| 3.2 | BTAA | | Clerk Typist/CO | TBD | \$42,858 (To be prorated) | New |
| 3.3 | BTAA | | School Monitor/KRM | 09/16/15 | \$13.42/hr. | |
| 3.4 | BTAA | | Bilingual Aide/VWC | 9/16/2015 (Revised start date from 9/1/15) | \$13.42/hr. | New |
| 3.5 | BTAA | | Special Education Aide 1:1/BHS | 09/01/15 | TBD | |
| 3.6 | BTAA | - | Special Education Aide 1:1/FPL | 09/16/15 | TBD | |
| 3.7 | CSEA | | Senior Account Clerk | 09/24/15 | TBD | |

H.4 Approve Contractuals & Long-Term Substitutes

| | | | Contract | ual Part-Time | | **** |
|-----|------|----------------|------------------------------------|-------------------|-----------------------------------|-----------|
| No. | Unit | Name | Assignment | Effective Date | Salary | Replacing |
| 4.1 | BTA | | Teacher-World Languages .6 FTE/BHS | 09/01/15-06/30/16 | \$28,503 (prorated with benefits) | New |
| 4.2 | NC | _ . | Part-Time Payroll Clerk/CO | 09/09/15-TBD | \$53.27/hr. | N/A |
| 976 | | | Building | Substitutes | | |
| No. | Unit | Name | Assignment | Effective Date | Salary | Replacing |
| 4.3 | NC | | Building Substitute/FPL (2 of 3) | 09/10/15-06/24/16 | \$115.00 day | N/A |
| 4.4 | NC | · | Building Substitute/FPL (2 of 3) | 09/01/15-06/24/16 | \$115 00 day | N/A |

H.5 Approve Salary Schedule and Position Changes

| No. | Unit | Name | Position/Building | Effective Date | From | To |
|-----|------|------|-------------------|----------------|----------|----------|
| 5.1 | BTA | | Teacher/BMS | 09/01/15 | \$60,568 | \$63,180 |
| 5.2 | BTA | | Teacher/BHS | 09/01/15 | \$92,159 | \$94,772 |
| 5.3 | BTA | | Teacher/BMS | 09/01/15 | \$68,407 | \$71,019 |
| 5.4 | BTA | | Teacher/FPL | 09/01/15 | \$71,019 | \$73,632 |
| 5.5 | BTA | | Teacher/BHS | 09/01/14 | \$63,180 | \$65,799 |
| 5.6 | BTA | | Teacher/BMS | 09/01/15 | \$65.795 | \$68,407 |
| 5.7 | BTA | · | Teacher/BHS & BMS | 09/01/15 | \$52,730 | \$60,568 |

H.6 Approve Additional Work

| | Family Engagement Organizers | | | | | |
|-----|------------------------------|---------|---|-------------------|-------------|--|
| No. | Unit | Name | Assignment | Effective Date | Salary | |
| 6.1 | BTA | RESCIND | Family Engagement Organizer | 07/06/15-06/30/16 | \$10,000.00 | |
| 6,2 | BTA | | Family Engagement Organizer (Replacing) | 07/06/15-06/30/16 | \$10,000.00 | |

11.7 Approve Extra Duty Assignments

| | Clubs | | | | | |
|-----|-------|------|--------------|------------|---------|--|
| No. | Unit | Name | | Assignment | Stipend | |
| 7.1 | BTA | | Robotics/BHS | | \$5,500 | |
| 7.2 | BTA | | Robotics/BMS | | \$5,500 | |

II.8 Approve Responders & Guards

| No. | Unit | Name | Assignment | Effective Date | Rate of Pay |
|-----|------|------|------------|-------------------|-------------|
| 8.1 | NC | | Guard-DSW | 09/10/15-06/30/16 | \$21.00/hr. |
| 8.2 | NC | | Guard-DSW | 09/10/15-06/30/16 | \$21,00/hr, |
| 8.3 | NC | | Guard-DSW | 09/10/15-06/30/16 | \$21.00/hr. |
| 8.4 | NC | | Guard-DSW | 09/10/15-06/30/16 | \$19.00/hr. |
| 8.5 | NC | | Guard-DSW | 09/10/15-06/30/16 | \$19.00/hr |

H.9 Approve Extra Duty Assignments

| E | | MIL SALE A | | Interscholastics | |
|-----|------|------------|---------------------------|------------------|---------|
| No. | Unit | Name | | Assignment | Stipend |
| 9.1 | BTA | | Girls' Basketball Varsity | | VOL |

11.10 Approve Substitutes

| No. | Unit | Name | Assignment | Effective Date | Rate of Pay |
|------|------|------|------------------------------------|-------------------|--------------|
| 10.1 | NC | | Substitute Teacher (Certified)-DSW | 09/10/15-06/24/16 | \$105.00/day |

LEGEND

| BHS = Bellport High School | | |
|----------------------------------|--|--|
| BMS = Bellport Middle School | | |
| FPL = Frank P. Long Intermediate | | |

BRK = Brookhaven Elementary

Schools/Buildings

VWC = Verne W. Critz Elementary

SHS = South Haven School

SSS = Student Support Services

DSW = District Wide

BTA = Teachers BTAA = TA/Aides/Monitors SCAA = Directors/Principals/AP SEC = Security Unit/Group

CSEA = Clerical/B&G/Nurses

STU = Student Worker

VOL = Volunteer

NC = Non Contractual

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION BUSINESS MEETING

CENTRAL OFFICE

WEDNESDAY, SEPTEMBER 9, 2015

- **I1. Resolved**, the Board of Education approves the following Chief School Medical Officers for concussion management program appointments with St. Charles Hospital for the 2015-2016 school year, at no cost to the District:
 - Hayley Queller, MD
 - Jennifer Gray, DO
 - Jennifer Semel, MD
 - Anuja Korlipara, MD
 - Mark Haray, MD
 - Kristen Stoner, MD
 - Danielle DeGiorgio, MD
 - Luga Podesta, MD

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_ | by and between the Board of |
|-------------------------------------|-----------------------------|-------------------------------------|
| Education of the South Country Cer | ntral School District (here | inafter the "DISTRICT"), having its |
| principal place of business for the | e purpose of this Agreen | nent at 189 Dunton Avenue, East |
| Patchogue, NY 11772, and H | ELPING HANDS CHI | LDREN SERVICES (hereinafter |
| "CONSULTANT"), having its prin | cipal place of business fo | or the purpose of this Agreement at |
| 160 East Main Street Huntington, N | ΓY 11743 | 5 |

A. <u>TERM</u>

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. <u>SERVICES AND RESPONSIBILITIES:</u>

- 1. During the term of this Agreement, CONSULTANT shall provide those services outlined herein and as specified by the DISTRICT.
- 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.
- 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.
- 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.
- CONSULTANT shall pay all expenses incurred by it in connection with the performance of its duties hereunder, including, nut not limited to automobile and/ or travel expenses.

C. <u>INSURANCE</u>:

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. <u>COMPENSATION</u>:

- 1. The DISTRICT shall pay CONSULTANT in accordance with the attached Schedule "A".
 - a. Elementary students shall receive (1) hour of instruction per day up to a maximum of five (5) hours of instruction per week:
 - Secondary students shall receive (2) hours of instruction per subject up to a maximum of ten (10) hours of instruction per week;
 - c. Services shall be provided at the student's home when a parent, guardian and/ or individual eighteen years of age or older is present. The presence of said parent, guardian and/ or individual eighteen years of age or older is not required in the event the student receiving instructional services is eighteen years of age or older. In the event a parent, guardian and/ or individual eighteen years of age or older is not present and is otherwise required, instruction shall be provided at an appropriate public place (i.e. library);
 - d. Sessions will not be held on days when the District is not open to students due o vacation, holiday, or other reason
- 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:
Helping Hands Children Services
160 East Main Street
Huntington, New York 11743

- 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.

| HELPING HANDS CHILDREN SERVICES. | SOUTH COUNTRY CENTRAL SCHOOL DISTRICT |
|----------------------------------|---------------------------------------|
| Date: 8/2/15 | Date: |

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT 189 DUNTON AVENUE EAST PATCHOGUE, NY 11772

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 19 day of ALOUS , 2015-by and between the Board of Education of the South 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 Therapy Center for Children (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 156 North Ocean Avenue, Patchogue, New York 11772.

A. <u>TERM</u>

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. <u>SERVICES AND RESPONSIBILITIES:</u>

- During the term of this Agreement, CONSULTANT shall provide those services set forth on the attached Schedule to the DISTRICT, as needed, and in accordance with the terms of this Agreement.
- 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.
- 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.
- 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.
- The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

C. <u>INSURANCE</u>:

- 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. <u>COMPENSATION:</u>

- The DISTRICT shall pay CONSULTANT in accordance with the 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 ealendar. 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.
- 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. <u>MISCELLANEOUS</u>

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, NY 11772

To Consultant:

Therapy Center for Children 156 North Ocean Avenue Patchogue, New York 11772

- 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.
- 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 |
|--|----------|
| Christina Bellini-Taker By: Christina Bellini-Taker | Ву: |



156 North Ocean Avenue

North Ocean Avenue phone 631,207,1053 Patchogue, New York 11772 fax 631,337,4490

Rate-Sheet-

Individual Services-per 30 minute session: \$45

Group Services-per student-up to 5 students: \$45

Consultation-per session: \$60

Evaluation-per evaluation: \$125

Screening-per screening: \$125

CSE Meeting-per meeting: \$45

TO: Principal and Administrators at Frank P Long Intermediate School FROM: DonorsChoose.org (212-239-3615)
RE: Mrs. Zaffarano got funding for her classroom

Give Mrs. Zaffarano a high five! Mrs. Zaffarano recently earned funding at DonorsChoose.org for a classroom project called "FUN IN THE MATHLAB!...". A list of your donors is at bottom of this fax!

The resources for this project will arrive soon, and we hope you'll ensure they promptly reach Mrs. Zaffarano's classroom.

- 1. JJ660X Math Bingo Library Gr. 3-5 quantity 1, \$55.00 each
- 2. FF900X Math Equivalency Puzzles Complet... quantity 1, 559.99 each
 - 3. LK297BU Heavy-Duty Pocket Chart Blue quantity 1, \$22.99 each
- 4. FF642 Mastering Math Vocabulary Pocket Ch... quantity 1, 534.99 each

Please tell your front office to expect delivery of any materials within the next few weeks, and ask them to inform Mrs. Zaffarano when packages arrive.

If Mrs. Zaffarano is no longer teaching at your school, or if there is another reason this donation should not be made, please contact us immediately at principals@donorschoose.org. Save this notice if you need documentation of grants received.

DonorsChoose.org is a free nonprofit website where teachers at your school can receive funding for student resources. All we ask teachers to provide in return is a "thank-you package" for their donors. For information about control or use of resources funded through our site, visit www.donorschoose.org/resourcepolicy.

Thank you for fostering an environment where teachers go above and beyond for their students!

The DonorsChoose.org Team

P.S. Mrs. Zaffarano inspired donations from:

Anonymous (mount sinai, NY)
Diane Burkhardt (New York)
Mary Zaffarano (bellport, NY) *has given to your school 3+ times:
Matching Donor *has given to your school 3+ times!

See why these donors gave at http://www.donorschoose.org/project fun-in-the-math-lab/1527549/.

134 West 37th Street, 11th Floor | New York, NY 10010 www.donorschoose.org | principals@donorschoose.org | 212-239-3615

TO: Principal and Administrators at Frank P Long Intermediate School FROM: DonorsChoose.org (212-239-3615)

RE: Mrs. Zaffarano got funding for her classroom

Give Mrs. Zaffarano a high five: Mrs. Zaffarano recently earned funding at DonorsChoose.org for a classroom project called "Colonial Crafts: Crocheting, Doll Making and More". A list of your donors is at bottom of this fax!

The resources for this project will arrive soon, and we hope you'll ensure they promptly reach Mrs. Zaffarano's classroom.

- 1. Lion Brand Wool-Ease Yarn Denim quantity 10, \$3.99 each
- 2. Standard Shipping quantity 1, \$0.00 each
- 3. GUATEMALAN WORRY DOLL CLASSROOM KIT quantity 1, \$29.29 each
- 4. Bamboo Crochet Hook Size L-11 quantity 25, \$2.81 each
- 5. Standard Shipping quantity 1, \$0.00 each
- 6. NEEDLE BLUNT TAPESTRY SZ 18- PK/25 quantity 1, \$2.40 each
- 7. YARN HEAVY RUG NATIONAL BLUE quantity 20, \$0.75 each

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Thank you for fostering an environment where teachers go above and beyond for their students:

The DonorsChoose.org Team

P.S. Mrs. Zaffarano inspired donations from:

Anonymous (bellport, NY) *has given to your school 3+ times: Bill & Melinda Gates Foundation Promo Code 5 FY16

See why these donors gave at http://www.donorschoose.org/project/colonial-crafts-crocheting-doll-making 1601360 .

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TO: Principal and Administrators at Frank P Long Intermediate School FROM: DonorsChoose.org (212-239-3615)

RE: Mrs. Negri got funding for her classroom

Give Mrs. Negri a high five! Mrs. Negri recently earned funding at DonorsChoose.org for a classroom project called "The Power of Patricia Polacco's Books". A list of your donors is at bottom of this fax!

The resources for this project will arrive soon, and we hope you'll ensure they promptly reach Mrs. Negri's classroom.

- 1. Mr. Lincoln''s Way quantity 1, \$13.13 each
- 2. Pink and Say (HC) quantity 1, \$13.13 each
- 3. An Orange for Frankie Patricia Polacco, Pat... quantity 1, \$13.13 each
 - 4. Babushkas Doll quantity 1, \$5.83 each
 - 5. Bully quantity 1, \$13.13 each
 - 6. For the Love of Autumn quantity 1, 513.13 each
 - 7. Fiona''s Lace quantity 1, \$13.13 each
 - 8. And some additional requested resources.

Please tell your front office to expect delivery of any materials within the next few weeks, and ask them to inform Mrs. Negri when packages arrive.

If Mrs. Negri is no longer teaching at your school, or if there is another reason this donation should not be made, please contact us immediately at principals@donorschoose.org. Save this notice if you need documentation of grants received.

DonorsChoose.org is a free nonprofit website where teachers at your school can receive funding for student resources. All we ask teachers to provide in return is a "thank-you package" for their donors. For information about control or use of resources funded through our site, visit www.donorschoose.org/resourcepolicy.

Thank you for fostering an environment where teachers go above and beyond for their students!

The DonorsChoose.org Team

P.S. Mrs. Negri inspired donations from:

Anonymous (New York)

Joanne Mangano (Medford, NY)

Matching Donor *has given to your school 3+ times!

See why these donors gave at http://www.donorschoose.org/project/the-power-of-patricia-polaccos-books/1543907/.

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