SOUTH COUNTRY CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION BUSINESS MEETING

CENTRAL OFFICE

WEDNESDAY, APRIL 6, 2016

The meeting will begin at 7:00 p.m., for the possible purpose of considering a motion to enter executive session to discuss personnel matters. 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 March 9, 2016-pg. #3
 - 2. Minutes- Public Hearing of March 23, 2016-pg. #6
 - 3. Minutes- Workshop Meeting of March 23, 2016-pg. #7
 - 4. Claims Report-March, 2016-pg. #9
 - Treasurer's Report- February, 2016-pg. #11
- D. Communications and Announcements
 - 1. Superintendent's Report
 - a) Student Recognition- Robotics Team
 - 2. Trustee and Advisory Committee Reports (if any)
- E. Public Commentary (Agenda Items Only)
- F. Items for Discussion/Action
 - 1. Budget Presentation: Expenses & Revenue Update
 - 2. First Reading: Policy 3410-pg. #32
 - 3. First Reading: Policy 5590-pg. #34

- G. Board Consent Agenda Curriculum and Instruction-pg. #35
 - 1. CSE/SCSE Minutes- pg. #36
 - 2. CPSE Minutes- pg. #38

H. Board Consent Agenda – Personnel- pg. #40

- 1. Leave of Absences and Resignations
- 2. Non-Instructional New Appointments
- 3. Salary Schedule
- 4. Additional Work
- 5. Long Term Substitutes
- 6. Extra Duties Assignment
- 7. Substitutes

I. Board Consent Agenda – Business- pg. #42

- 1. RFP 2015-06 Grounds Maintenance Bid Results Jason Crane Landscaping Inc. pg. #43
- 2. Special Education Services Agreement with Hauppauge Union Free School District- pg. #54
- 3. Discard of sink from Bellport High School- pg. #58
- 4. BOCES 2016-2017 Joint Municipal Cooperative Bidding Program Resolution-pg. #59
- 5. Lease agreement with South Country Farms, LLC- pg. #61
- 6. Donation of \$250.00 from Capital One for Scholarship Fund- pg. #66
- 7. Donation of \$1000.00 from William Reynolds for the Ruth Reynolds Music Scholarship-pg. #67
- 8. Donations from DonorsChoose.Org- pg. #69
- 9. Health Services Agreement with South Huntington Union Free School District- pg. #71
- 10. Special Education Services Contract with Maryhaven Center of Hope (2016-2017) pg. #76
- 11. Special Education Services Contract with Harmony Heights (2016-2017) pg. #83
- 12. Special Education Services Contract with Little Flower Union Free School District (2016-2017) pg. #90
- 13. Special Education Services Contract with Cleary School for the Deaf (2016-2017) pg. #97
- Special Education Services Contract with Greenburgh Academy, New Castle Union Free School District (2016-2017) - pg. #103
- 15. Special Education Services Contract with Little Angels Center, Inc. (2016-2017) pg. #110
- 16. Consultant Services Agreement with Home Care Therapies LLC, dba Horizon Healthcare Staffing (2016-2017) pg. #117
- 17. Consultant Services Contract with Developmental Disabilities Institute (2016-2017) pg. #125
- 18. Instructional Services Contract with AHRC Suffolk (2016-2017) pg. #133
- 19. Budget Transfer Request- pg. #139
- 20. BTAA Contract- pg. #140

J. Public Commentary (Non-Agenda Items)

K. Closing Remarks by Board Members

L. Adjournment

BUSINESS MEETING PAGE 065 MARCH 9, 2016 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 7:00 p.m. The meeting took place at the District Central Office, 189 Dunton Ave, East Patchogue, NY.

Board of Education Members Present

Rocco DeVito Julio Morales
Lisa Di Santo Chris Picini
Carol Herrmann Danielle Skelly
Antoinette Huffine Allison Stines

Regina Hunt Natalie Maida, Student Ex-Officio Member

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

EXECUTIVE SESSION

A motion (Herrmann / Devito) to convene to executive session at 6:40 p.m. to discuss personnel matters.

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

Public session reconvened at 7:30 pm.

Trustee Stines led all present in the Pledge of Allegiance.

B. EMERGENCY EVACUATION PROCEDURES / SMOKE FREE SCHOOL DISTRICT

Mr. Picini discussed the exits to be used in the event of an emergency, noting that we are a smoke-free District, with smoking prohibited in all buildings and school grounds and also stated the District's policy on public commentary.

C. BOARD CONSENT AGENDA -APPROVALS

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

1. Minutes of Business Meeting, March 2, 2016.

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

D. Communications and Announcements

1. Superintendent's Report

- Property tax free credit checks are still being mailed out by the Dept of Taxation & Finance. The remainder should be mailed out by April.
- Congratulations to Mrs. Meehan and the Guidance Dept for a wonderful College and Career Fair.
- Congratulations to two of our senior athletes, Kiara Burke and Mary Mackie, who committed to
 Divisional II Colleges (University of Mount Olive and Mercy College) for Girls Lacrosse at the National
 Letter of Intent Signing Ceremony at the High School.
- Save the date for the grand opening of the Family Engagement Center on Friday April 8, 2016.

2. Trustee Reports

- Albany Report Concerns for balancing plight of retirees and opposition to senior tax cuts.
- Thanks to the music department for the wonderful High School Winter Music Concert last evening. There will be another this Thursday and all are encouraged to attend.
- Thank you to Dr. Giani for providing the cost on the remedial programs.

BUSINESS MEETING PAGE 066 MARCH 9, 2016

- Student Ex-officio member, Natalie Maida, was in Albany to advocate for music in our schools.
- Over \$3000 was made in the Stay Awake-A-thon for HELP Suffolk
- Sponsor money needed for 5K race.
- Many activities scheduled for Spirit Month at the High School.
- Suggestion that future scheduling take into account the Frost Valley trip and Middle School concerts.

E. Public Commentary (Agenda Items Only)

Pedro Rivera (resident): Thanked Board for support of the Robotics Program.

Khadija Yanni: (resident): Spoke in support of the Robotics Team.

F. Items for Discussion/Action

1. Budget Presentation: Curriculum and Instruction

Dr. Giani gave a budget presentation focusing on Curriculum and Instruction.

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

2. <u>2016-20117 School Calendar</u>

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

G. BOARD CONSENT AGENDA – CURRICULUM AND INSTRUCTION A motion (Herrmann / DeVito) to approve the following:

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

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

H. BOARD CONSENT AGENDA - PERSONNEL

A motion (Huffine / Skelly) to approve the following personnel agenda items:

- 1. Salary Schedule
- 2. Additional Work
- 3. Extra Duties Assignment
- 4. Substitutes
- 5. Extra Duties Assignment
- 6. Instructional New Appointments

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

I. BOARD CONSENT AGENDA – BUSINESS

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

- 1. Health and Welfare Services Agreement-Hauppauge Public Schools
- 2. Health and Welfare Services Agreement-Sayville Public Schools
- 3. Health and Welfare Services Agreement-Smithtown Central School District
- 4. Special Education Services Contract- Riverhead Central School District
- 5. Federal Single Audit-June 30, 2015
- 6. Corrective Action Plan for Federal Single Audit

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

BUSINESS MEETING PAGE 067 MARCH 9, 2016

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

7. Appointment of Underwriter for the Refunding of Bonds
RESOLUTION OF THE SOUTH COUNTRY CENTRAL SCHOOL DISTRICT AT
BROOKHAVEN, NEW YORK, ADOPTED MARCH 9, 2016, DECLARING THE FINDINGS
OF THE SCHOOL DISTRICT WITH RESPECT TO THE PROPOSALS FOR THE
REFUNDING OF BONDS OF SAID SCHOOL DISTRICT.

THE BOARD OF EDUCATION OF THE SOUTH COUNTRY CENTRAL SCHOOL DISTRICT AT BROOKHAVEN, IN THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES (by a majority vote of all the members of said Board) AS FOLLOWS:

Section 1. The South Country Central School District at Brookhaven, in the County of Suffolk, New York (the "District") has received proposals for the refunding of certain outstanding Bonds of the District, and based upon the written advice received from the District's Financial Advisor, Munistat Services, Inc., it is hereby determined that the proposal of Roosevelt & Cross, Inc. is hereby accepted and such firm is appointed to serve as underwriter.

Section 2. This resolution shall take effect immediately.

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Rocco DeVito	<u>Yes</u>
Lisa Di Santo	<u>Yes</u>
Carol Herrmann	<u>Yes</u>
Antoinette Huffine	Yes
Regina Hunt	Yes
Julio Morales	Yes
Chris Picini	Yes
Danielle Skelly	Yes
Allison Stines	<u>Yes</u>

The resolution was declared adopted.

J. PUBLIC COMMENTARY (NON-AGENDA ITEMS)

Ronald Kinsella (resident): Expressed his concerns regarding the Economic Development Zone.

K. CLOSING REMARKS BY BOARD MEMBERS

- Concerns regarding the new location for the South Country Ambulance and its impact on our school.
- Thank you to Dr. Giani for the information on security costs and request revisit security costs.
- Request to look into the sound and lighting equipment at the High School Auditorium.

L. ADJOURNMENT

A motion (Herrmann / Skelly) to adjourn the meeting at 9:45 pm:

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

Respectfully submitted,

Nancy Poulos

Nancy Poulos

District Clerk

Attachments

PUBLIC HEARING PAGE 068 MARCH 23, 2016 SOUTH COUNTRY CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION MINUTES

A. CALL TO ORDER

Board President, Chris Picini, called a Public Hearing of the Board of Education to order at 7:00 p.m. The meeting took place at the District Central Office, 189 Dunton Ave, East Patchogue, NY.

Board of Education Members Present

Rocco DeVito Julio Morales (arrived 7:08 pm)

Lisa Di Santo Chris Picini
Carol Herrmann Danielle Skelly
Antoinette Huffine Allison Stines

Regina Hunt

Others Present: Superintendent Dr. Joseph Giani, Nelson Briggs, Dr. Sam Gergis, Dr. Cheriese Pemberton, Sara Cioffaletti.

Trustee Hunt led all present in the Pledge of Allegiance.

B. EMERGENCY EVACUATION PROCEDURES / SMOKE FREE SCHOOL DISTRICT

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

C. PUBLIC COMMENTARY – SMART SCHOOLS BOND ACT FINAL PLAN

Board President Chris Picini, provided an overview of the Smart Schools Bond Act Final Plan prepared by the District. The floor was then opened for public commentary. There being no public comments, the public hearing was closed.

D. ADJOURNMENT

A motion (Herrmann / Hunt) to adjourn the meeting at 7:10 pm:

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

Respectfully submitted,

Nancy Poulos

Nancy Poulos District Clerk

Attachments

WORKSHOP MEETING PAGE 069 MARCH 23, 2016 SOUTH COUNTRY CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION MINUTES

A. CALL TO ORDER

Board President, Chris Picini, called a Workshop Meeting of the Board of Education to order at 7:30 p.m. The meeting took place at the District Central Office, 189 Dunton Ave, East Patchogue, NY.

Board of Education Members Present

Rocco DeVito Julio Morales
Lisa Di Santo Chris Picini
Carol Herrmann Danielle Skelly
Antoinette Huffine Allison Stines

Regina Hunt

Others Present: Superintendent Dr. Joseph Giani, Nelson Briggs, Dr. Sam Gergis, Dr. Cheriese Pemberton, Sara Cioffaletti.

Trustee Herrmann led all present in the Pledge of Allegiance.

B. EMERGENCY EVACUATION PROCEDURES / SMOKE FREE SCHOOL DISTRICT

Mr. Picini discussed the exits to be used in the event of an emergency, noting that we are a smoke-free District, with smoking prohibited in all buildings and school grounds. He also stated the District's policy on public commentary.

C. BOARD CONSENT AGENDA -APPROVALS

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

1. Voter Proposition

RESOLVED, the Board of Education hereby accepts the petition, as amended, requesting the placement of a voter proposition on the ballot for the District's May 17, 2016 Annual Meeting regarding decreasing the number of Members of the Board of Education as follows:

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

2. Smart Schools Investment Plan

WHEREAS, the New York State Smart Schools Bond Act of 2014 requires that the South Country Central School District ("District") develop a Smart Schools Investment Plan to be submitted to the Smart Schools Review Board;

WHEREAS, the Board of Education has approved a final Smart Schools Investment Plan, which been posted on the District's website for at least thirty (30) days with an address to which any written comments on the Plan can be sent;

WHEREAS, the Board of Education conducted a hearing on March 23rd, which allowed all requisite stakeholders to respond to the preliminary Plan;

WHEREAS, following the hearing on March 23, the District prepared and submitted a Smart Schools Investment Plan for Board of Education approval; and

WHEREAS, the District has complied with all requisite legal requirements for development and approval of a Smart Schools Investment Plan.

NOW THEREFORE, BE IT RESOLVED, that the Board of Education hereby approves the District's Smart Schools Investment Plan and directs that this Plan be submitted to the Smart Schools Review Board.

WORKSHOP MEETING PAGE 070 MARCH 23, 2016

3. <u>Legal Notices- Annual District Meeting and Election</u>

RESOLVED, that pursuant to law, notice of the Annual District Meeting and Election must be published four (4) times within the seven weeks preceding the date of the meeting and election, in two newspapers having "general circulation" with the first occurring 45 days before the date of the Annual Meeting and Election;

FURTHER RESOLVED, that the legal notice will appear in the South Shore Press on the following dates: March 30, 2016, April 13, 2016, April 27, 2016 and May 11, 2016.

FURTHER RESOLVED, that the legal notice will appear in the Long Island Advance on the following dates: March 31, 2016, April 14, 2016, April 28, 2016, and May 12, 2016.

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

Trustee Di Santo noted for the record that this is not a bond and therefore does not need voter approval. Dr. Gergis further explained that this more of a bond on the state side with states borrowing the money.

D. ITEMS FOR DISCUSSION/ACTION

Budget Presentation- Staffing Analysis
 Dr. Giani gave a budget presentation on staffing analysis.

E. PUBLIC COMMENTARY (BUDGET ITEMS)

None.

F. CLOSING REMARKS BY BOARD MEMBERS

- Request to explore areas for possible cuts, such as clubs with low enrollment, to find 1.5 K.
- Thank you to Administration for considering cuts with no impact on education.
- Look into ways to increase turnout at Parent / Teacher conferences at High School and Middle School.
- Suggestion to improve communication methods and revamp the structure of Parent Teacher conferences, including making appointments online.

G. ADJOURNMENT

A motion (Herrmann / Skelly) to adjourn the meeting at 9:00 pm:

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

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 2016

DATE: April 1, 2016

I have reviewed and approved for payment the warrants and purchase orders for the period of March 2016. The warrants reviewed include the following:

0.07
0.00
8.51
4.80
1.94
2.07
3.36
5.86
2.79
3.33
1.75
9.00

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

- Confirming Purchase order-During my review of purchase orders in the month of March 2016, I have found 4 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.
 - ➤ I DJ Now #100- check 103161, p.o. 16-2722, p.o. date 2/29/16, invoice date 8/4/15, \$717.89, initiated by Bellport HS- MB Stitt.
 - ➤ Hauppauge Public Schools- check 103605, p.o. 16-2810, p.o. date 3/17/16, invoice date 2/10/16, \$3,786.36, initiated by Central Office.
 - Outback Cesspool, SVC.- check 103653, p.o. date 3/8/16, services provided 12/17/15, \$1,930.00, initiated by Facilities.
 - SCMEA c/o Half Hollow Hills W.- check 103678 & 103679, p.o. 16-2808, and 16-2807, 2 p.o.'s dated 3/17/16, invoices dated 2/4/16 and 1/27/16, \$555.00 and \$75.00, initiated by Bellport HS- Uzzi.
- 2. The following payments had invoices dated over 90 days old when they were paid:
 - Grainger- check 103156, p.o. 16-0054, invoice 9847312635, invoice dated 9/21/15, \$519.30, initiated by Facilities.
 - > Staples Contract & Commercial- check 103210, p.o. 16-0989, invoice 3275032648, invoice date 8/18/15, \$39.92, initiated by Bellport HS- M. Bux.

- Choiristers Guild- check 103582, invoice dated 8/14/15, \$335.72, initiated by Bellport MS-Stiriz.
- New York Therapy & Placement- check 103650, invoices dated October-December 2015, \$10,438.00, initiated by Student Support Services.
- Quill Corp- check 103660, p.o. 16-1628, invoice date 8/18/15, \$201.99, initiated by Verne Critz- J. Rothe.
- Really Good Stuff- check 103664, p.o. 16-0794, \$540.00, invoice date 7/31/15, initiated by Brookhave- K. Munisteri.
- School Specialty- check 103675 & 103676, multiple purchase orders, 16 invoices dated 7/16/15-12/11/15, \$5,622.05. Initiated by Verne Critz, FP Long, Brookhaven, Bellport HS.
- Staples- check 103688, p.o. 16-2035, invoice date 10/24/15, \$388.15, initiated by Kreamer-S. Vega.
- > Staples Contract & Commercial- check 103689, p.o. 16-1039, invoice date 9/18/15, \$39.95, initiated by Bellport HS- Corbett.
- School Specialty- check 103674, p.o. 16-0345 & 16-0344, 2 invoices dated 7/16/15, \$80.37.
- Teacher's Discovery- check 103692, p.o. 16-1353, invoice date 8/12/15, \$56.15, initiated by Bellport HS- C. Foehr.
- Town of Brookhaven- check 103697, p.o. 16-2719, p.o. 2/29/16, invoice date 1/31/16, \$1,619.74, initiated by Facilities.
- 3. The following payments needed the check stub corrected before it was mailed to the vendor:
 - Cablevision Lightpath- check 103577, p.o. 16-1719, invoice #19675225, \$7,480.46.
- 4. The following payments were made with late payment charges:
 - Wex Bank- check 103226, p.o. 16-0510, invoice 44265130, paid late fee of \$97.00, initiated by Facilities.
 - ➤ PSEGLI- check 103657, p.o. 16-0081, paid late fee of \$101.58, initiated by Facilities.
- 5. The following payments were made with non-original invoices:
 - Ahold Financial Services- check 103121- p.o. 16-1862, invoice 218688, \$265.63, initiated by student Support Services; p.o. 16-2027, invoice 125852, \$70.59, initiated by Bellport HS- C. Masem.

Number of exceptions noted: 20 Number of checks processed: 704

Error percentage: 2.84%

CC: S. Gergis-Assistant Superintendent for Business

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

FINANCIAL REPORTS February 2016



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South Country CSD Treasurer's Report 2.01.16 - 2.29.16

			South Co.	untry	CSD		200	1 4
			Treasurei	r's Re	eport	C	husty m.	anson 1
			2.01.16	- 2.29).16		hustu m 1 3/21/	16
ACCOUNT & PREVIOUS		RECEIPTS	DISBURSE	1	IEW DISTRICT	BANK STATEMENT	OUTSTANDING	NET
LOCATION	BALANCE		The second street are a	i	BALANCE	BALANCE	CHECKS / (DIT)	BALANCE
GENERAL FUND ACCOUNT	S		·					100.00
GENERAL FUND-MMA	22,630,630.36	6,279,467.96	4,500,000.00		24,410,098.32	24,410,098.32	0.00	24,410,098.32
GEN.FUND-FLUSHING INV	1,716.53		0.00	-	1,716.88	1,716.88	0.00	1,716.88
GEN.FUND-FNBLI MM	11,922,794.18	1	0.00		11,925,628.31	11,925,628.31	0.00	11,925,628.31
GEN.FUND-FNBLI CHKG	2,000,000.00	The state of the s	0.00		2,000,000.00	2,000,000.00	0.00	2,000,000.00
GENERAL FUND-CAP ONE	441,940.43		8,594,531.99		1,654,717.95	1,917,918.74	263,200.79	1,654,717.95
		TOTAL GENERAL FUND ACC	COUNT	\$	39,992,161.46			
TRUST & AGENCY ACCOUN	ITS							
PAYROLL-CAP ONE	58,189.10	2,716,961.60	2,716,961.61		58,189.09	128,381.45	70,192.36	58,189.09
TRUST & AGENCY-CAP ON	137,661.91	4,606,664.70	4,607,934.37		136,392.24	303,967.40	167,575.16	136,392.24
		TOTAL AGENCY		\$	194,581.33			
SPECIAL AID ACCOUNTS								
FEDERAL-CAP ONE	190,975.23	200,000.00	210,825.53	\$	180,149.70	224,783.15	44,633.45	180,149.70
CAFETERIA ACCOUNTS								
CAFETERIA-CAP ONE	99,837.62	131,337.17	166,257.04	\$	64,917.75	209,171,35	144,253.60	64,917.75
CAPITAL ACCOUNTS								
CAPITAL CHKG-CAP ONE	0.00	77.77	0.00		0.00	0.00	0.00	0.00
		TOTAL CAPITAL FUND		\$	•			
		Total Cash Balances		\$	40,431,810.24	8		
	**ALL BANK RECONCILIA	ATIONS ARE AVAILABLE FOR 1	NSPECTION IN THE BUS	SINESS	OFFICE			
						W. M. C.		



SUMMARY OF TREASURER'S MONTHLY REPORTS CONTINUED:

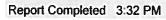
Summary of receipt column on page 1 (col. 3)

GENERAL FUND		TRUST & AGENCY		FEDERAL CHECKIN	'G
NYS ACH GENERAL FUND MA TUITION LI CHILD & FAMILY BOCES BOCES RENT S.H. TRUST & AGENCY MEDICAID PILOT MISC DRIVERS ED	1,396,487.03 4,500,000.00 89,967.36 6,105.97 229,449.94 15,286.00 29,564.49 0.00 3,501,589.86 3,080.83	GENERAL FUND FEDERAL CAFETERIA	4,461,634.28 127,693.19 17,337.23	GENERAL	200,000.00
INTEREST BUILDING USE	24,144.00 2,074.03 9,560.00 9,807,309.51		4,606,664.70		200,000.00
PAYROLL	3,007,000.01	CAFETERIA		GENERAL FUND-MN	1A/C
TRUST & AGENCY	2,716,961.60	GENERAL FUND FOOD SALES MEAL PAY PLUS	100,000.00 23,943.77 7,393.40	BROOKHAVEN	6,279,467.96
-	2,716,961.60		131,337.17		6,279,467,96



REVENUE BUDGET STATUS - FUNDS: A FOR PERIOD COVERED 07/01/15 - 02/29/16

ACCOUNT	ACCOUNT NAME	BUDGET	ADJUSTMENTS	REVISED BUDGET	REVENUE	UNEARNED
A 1001.000	REAL PROPERTY TAX ITEMS		S Chickens of the Control of the Con			
A 1081.000	OTH, PAYMTS IN LIEU OF TA	51,069,394.43	0.00	51,069,394.43	50,898,535.53	170,858.90
		7,058,865.00	0.00	7,058,865.00	3,666,933.26	3,391,931.74
A 1085.000	STAR	6,311,917.57	0.00	6,311,917.57	6,482,776.47	(170,858.90
A 1311.000	OTHER DAY SCHOOL TUITION	125,000.00	0.00	125,000.00	0.00	125,000.00
A 1335.000	OTH STUDENT FEE/CHARGES (59,500.00	0.00	59,500.00	48,014.00	11,486.00
A 1489.000	OTHER CHARGES-SERVICES (I	0.00	0.00	0.00	1,921.36	(1,921.36
A 2230.000	DAY SCHOOL TUIT-OTH DIST.	205,000.00	0.00	205,000.00	12,932.56	192,067.44
A 2280.000	HEALTH SERVICES FOR OTH D	62,000.00	0.00	62,000.00	0.00	62,000.00
A 2401.000	INTERST AND EARNINGS	95,000.00	0.00	95,000.00	38,444.14	56,555.86
A 2410.000	RENTAL OF REAL PROPERTY,I	73,200.00	0.00	73,200.00	64,133.76	9,066.24
2445.000	ELECTION RENTAL-LIBRARY V	00.000,8	0.00	8,000.00	0.00	8,000.00
A 2680,000	INSURANCE RECOVERIES	5,000.00	0.00	5,000.00	16,311.90	(11,311.90
A 2690.000	OTHER COMPENSATION FOR LO	0.00	0.00	0.00	187.12	(187.12
2701.000	REFUND PRIOR YR E-RATE	632,000.00	0.00	632,000.00	85,657.14	546,342.86
A 2702.000	REFUND OF PRIOR YEAR EXPE	0.00	0.00	0.00	21,571.20	(21,571.20
A 2705.000	GIFTS AND DONATIONS	0.00	0.00	0.00	602.30	(602.30
A 2710.000	PREM.ON OBLIGATIONS(TAN)	0.00	0.00	0.00	261,891.00	(261,891.00
A 2770.000	OTHER UNCLASSIFIED REV.(S	337,000.00	0.00	337,000.00	44,344.32	292,655.68
A 3101.000	BASIC FORMUILA STATE AID	34,883,911.00	0.00	34,883,911.00	12,354,988.36	22,528,922.64
A 3102.000	LOTTERY AID (SECT 3609A E	5,900,000.00	0.00	5,900,000.00	5,478,362.41	421,637.59
A 3103.000	BOCES AID (SECT 3609A ED	893,992.00	0.00	893,992.00	214,984.80	679,007.20
A 3105.000	EXCESS COST AID	9,937,839.00	0.00	9,937,839.00	1,847,654.55	8,090,184.45
A 3260.000	TEXTBOOK AID (INCL TXTBK/	282,158.00	0.00	282,158.00	73,305.00	208,853.00
A 3260.001	HARDWARE & TECHNOLOGY	59,194.00	0.00	59,194.00	0.00	59,194.00
A 3262.000	COMPUTER SOFTWARE AID	68,000.00	0.00	68,000.00	0.00	68,000.00
A 3263.000	LIBRARY AV LOAN PROGRAM	30,000.00	0.00	30,000.00	0.00	30,000.00
A 3289.000	OTHER STATE AID/HOMELESS	400,000.00	0.00	400.000.00	61,322.25	338,677.75
4280.000	OTHER FEDERAL AID (SPECIF	0.00	0.00	0.00	5,799.59	(5,799.59
\ 4601.000	MEDIC.ASS'T-SCH AGE-SCH Y	100,000.00	0.00	100.000.00		• 199
\ 8021.000	FUND BALANCE OR(DEFICIT)7	4,968,304.00			47,759.68	52,240.32
FUND A TOTAL	I GIAD DALAIRGE ON (DEFICIT)		0.00	4,968,304.00	0.00	4,968,304.00
FUND A TOTAL		123,565,275.00	0.00	123,565,275.00	81,728,432.70	41,836,842.30





ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE	
A 1010,475-00	CONFERENCE AND TRAVEL - BD OF ED	3,500.00	0.00	3,500.00	1,410.00	0.00	2,090.00	
A 1010.490-00	BOCES - SVCS BOARD OF ED	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	
A 1010.501-00	SUPPLIES - BD OF ED	1,100.00	0.00	1,100.00	83.58	0.00	1,016.42	
A 1010BO	ARD OF EDUCATION *	5,600.00	0.00	5,600.00	1,493.58	1,000.00	3,106.42	
A 1040.160-00	SAL DISTRICT CLERK DW	38,446.00	0.00	38,446.00	34,570.06	3,875.94	0.00	
A 1040.501-00	SUPPLIES - DISTRICT CLERK	900.00	0.00	900.00	0.00	0.00	900.00	
A 1040DIS	TRICT CLERK *	39,346.00	0.00	39,346.00	34,570.06	3,875.94	900.00	
A 1060.433-00	RENTAL OF MACHINES - ELECTION	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00	
A 1060.449-00	SAL - ELECTIONS	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00	
A 1060.472-00	ADVERTISING - ELECTIONS	8,000.00	0.00	8,000.00	0.00	3,500.00	4,500.00	
A 1060.490-00	BOCES - ELECTIONS VTR REGIS	17,000.00	0.00	17,000.00	0.00	17,000.00	0.00	
A 1060.501-00	SUPPLIES - ELECTIONS	7,000.00	0.00	7,000.00	0.00	873.00	6,127.00	
A 1060DIS	TRICT MEETING *	47,500.00	0.00	47,500.00	0.00	21,373.00	26,127.00	
A 10BOAR	RD OF EDUCATION **	92,446.00	0.00	92,446.00	36,063.64	26,248.94	30,133.42	
A 1240.150-00	SAL SUPERINTENDENT DW	250,000.00	0.00	250,000.00	155,039.77	70,960.23	24,000.00	
A 1240.160-00	SAL CLER OFFICE OF SUPT OF SCHOO	117,307.00	0.00	117,307.00	67,875.28	48,688.43	743.29	
A 1240.400-00	CONTRACT SERVICES	0.00	204.00	204.00	0.00	204.00	0.00	
A 1240.475-00	CONFERENCE EXPENSE - SUPT OF SCH	3,000.00	410.00	3,410.00	1,216.55	1,897.50	295.95	
A 1240.501-00	SUPPLIES - SUPT OF SCHOOLS	5,000.00	176.51	5,176.51	2,653.09	2,483.61	39.81	
A 1240CH	EF SCHOOL ADMINISTRATOR *	375,307.00	790.51	376,097.51	226,784.69	124,233.77	25,079.05	
A 12CENT	RAL ADMINISTRATION **	375,307.00	790.51	376,097.51	226,784.69	124,233.77	25,079.05	
A 1310,150-00	SAL ASST SUPT BUSINESS DW	175,000.00	(26,250.00)	148,750.00	104,532.44	41,667.56	2,550.00	
A 1310.160-00	SAL BUSINESS OFFICE STAFF DW	310,233.00	(11,875.22)	298,357.78	197,644.66	47,116.36	53,596.76	
A 1310.200-00	EQUIPMENT	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	
A 1310.400-00	CONTRACT SVCS - BUSINESS OFFICE	50,000.00	0.00	50,000.00	26,008.33	8,329.37	15,662.30	
A 1310,472-00	ADVERTISING - BUSINESS OFFICE	2,000.00	0.00	2,000.00	138.40	461.60	1,400.00	
A 1310.475-00	CONFERENCES	2,000.00	0.00	2,000.00	1,310.00	690.00	0.00	
A 1310.490-00	BOCES - BUSINESS ADMIN	55,000.00	0.00	55,000.00	31,742.76	23,257.24	0.00	
A 1310.501-00	SUPPLIES - BUSINESS OFFICE	40,000.00	(1,962.30)	38,037.70	16,959.99	2,738.99	18,338.72	
A 1310BU	SINESS ADMINISTRATION *	635,233.00	(40,087.52)	595,145.48	378,336.58	124,261.12	92,547.78	
A 1320.445-00	AUDITOR (EXTERNAL)	54,500.00	0.00	54,500.00	0.00	54,500.00	0.00	
A 1320.446-00	AUDITOR (INTERNAL)	65,000.00	(50.00)	64,950.00	20,356.00	14,544.00	30,050.00	
A 1320.447-00	AUDITOR (CLAIMS)	16,250.00	50.00	16,300.00	9,508.31	6,791.69	0.00	
A 1320AU	DITING *	135,750.00	0.00	135,750.00	29,864.31	75,835.69	30,050.00	
A 1325.160-00	SAL DISTRICT TREASURER DW	62,430.00	0.00	62,430.00	41,206.71	21,209.55	13.74	
A 1325TRI	EASURER *	62,430.00	0.00	62,430.00	41,206.71	21,209.55	13.74	
A 1345.160-00	SAL PURCHASING AGENT DW	47,509.00	0.00	47,509.00	20,818.18	0.00	26,690.82	
A 1345.490-00	BOCES - PURCHASING SVC	9,000.00	0.00	9,000.00	8,650.00	350.00	0.00	
A 1345PU	RCHASING *	56,509.00	0.00	56,509.00	29,468.18	350.00	26,690.82	
A 13FINAL		889,922.00	(40,087.52)	849,834.48	478,875.78	221,656.36	149,302.34	
A 1420.441-00	LEGAL RETAIN GEN COUNSEL	51,000.00	1,500.00	52,500.00	39,375.00	13,125.00	0.00	
A 1420.442-00	LEGAL OTHER NON-RETAIN GEN	210,000.00	(5,400.00)	204,600.00	155,169.91	49,428.09	2.00	
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ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 1420.443-00	LEGAL NEGOTIATIONS RETAINER	34,500.00	1,500.00	36,000.00	27,000.00	9,000.00	0.00
A 1420.444-00	LEGAL NEGOTIATIONS HOURLY	55,000.00	0.00	55,000.00	0.00	0.00	55,000.00
A 1420.445-00	LEGAL BOND COUNSEL	13,000.00	0.00	13,000.00	10,115.00	0.00	2,885.00
A 1420LEGA	Lawrence and the same of the s	363,500.00	(2,400.00)	361,100.00	231,659.91	71,553.09	57,887.00
A 1430.150-00	SAL ASST SUPT PERSONNEL	185,658.00	3,000.00	188,658.00	124,571.94	64,086.06	0.00
A 1430.160-00	SAL CLER STAFF PERSONNEL DW	180,868.00	(3,000.00)	177,868.00	98,775.89	51,104.65	27,987.46
A 1430.200-00	EQUIPMENT - PERSONNEL	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 1430.400-00	CONTR SVCS ADV RECRUIT HR	11,000.00	0.00	11,000.00	9,658.50	418.00	923.50
A 1430.475-00	CONF TRVL ASST SUPT HR	500.00	0.00	500.00	0.00	0.00	500.00
A 1430.490-00	BOCES - SUBS RECRUIT NIS HR	50,773.00	0.00	50,773.00	15,551.10	35,221.90	0.00
A 1430.501-00	SUPPLIES - PERSONNEL	4,000.00	0.00	4,000.00	1,467.12	659.22	1,873.66
A 1430PERS	ONNEL *	433,799.00	0.00	433,799.00	250,024.55	151,489.83	32,284.62
A 1480.449-00	CONTR SVCS NWSLTR CLNDR PRINT	15,000.00	0.00	15,000.00	6,075.77	0.00	8,924.23
A 1480PUBL	IC INFORMATION & SERVICES *	15,000.00	0.00	15,000.00	6,075.77	0.00	8,924.23
A 14STAFF	**************************************	812,299.00	(2,400.00)	809,899.00	487,760.23	223,042.92	99,095.85
A 1620.150-00	SALARY - OPERATIONS	80,000.00	0.00	80,000.00	31,488.55	0.00	48,511.45
A 1620.160-00	SAL HOUSEKEEPING CENTRAL	2,345,691.00	0.00	2,345,691.00	1,451,289.69	738,859.42	155,541.89
A 1620.160-06	SAL - CENSUS ENUMERATOR	15,000.00	0.00	15,000.00	2,204.00	0.00	12,796.00
A 1620.161-00	SAL - SECURITY DW	729,000.00	0.00	729,000.00	442,893.25	0.00	286,106.75
A 1620.161-06	SAL SECURITY OVERTIME	20,000.00	0.00	20,000.00	1,212.75	0.00	18,787.25
A 1620.163-00	SAL CLER DIR BUILDINGS & GNDS D	42,860.00	0.00	42,860.00	24,688.83	12,701.17	5,470.00
A 1620.164-00	SAL SCHOOL CUSTODIAL SUPERVISOR	0.00	0.00	0.00	0.00	0.00	0.00
A 1620.165-00	SAL SUB-CUSTODIAL DW	190,000.00	0.00	190,000.00	103,962.25	0.00	86,037.75
A 1620.190-00	SAL OVERTIME OPERATIONS	110,000.00	0.00	110,000.00	75,011.95	0.00	34,988.05
A 1620.200-00	EQUIPMENT - B&G	100,000.00	0.00	100,000.00	55,480.46	44,513.59	5.95
A 1620.449-00	CONTRACT SVC BUILDINGS & GROUNDS	750,000.00	104,090.00	854,090.00	548,447.85	197,369.05	108,273,10
A 1620.454-00	FUEL OIL	110,000.00	0.00	110,000.00	27,815.40	72,184.60	10,000.00
A 1620.455-00	WATER SERVICE	23,000.00	0.00	23,000.00	16,462.31	6,537.69	0.00
A 1620.469-00	CARTAGE	75,000.00	0.00	75,000.00	49,084.38	15,915.62	10,000.00
A 1620.474-00	TRAVEL - B&G	5,000.00	0.00	5,000.00	0.00	290.00	4,710.00
A 1620.476-00	NATURAL GAS	500,000.00	0.00	500,000.00	95,743.48	404,179.79	76.73
A 1620.477-00	ELECTRIC	980,000.00	0.00	980,000.00	503,563.81	471,436.19	5,000.00
A 1620.478-00	TELEPHONE SERVICE	40,000.00	0.00	40,000.00	10,194.37	11,917.71	17,887.92
A 1620.490-00	BOCES - OP OF PLANT HLT SFTY	7,500.00	0.00	7,500.00	0.00	7,500.00	0.00
A 1620.501-00	MAINTENANCE SUPPLIES - B&G	3,000.00	0.00	3,000.00	2,220.91	743.39	35.70
A 1620.540-00	CUSTODIAL SUPPLIES - DW	250,000.00	0.00	250,000.00	196,737.58	52,219.35	1,043.07
A 1620.550-00	GLASS REPAIR SUPPLIES	7,500.00	0.00	7,500.00	4,121.99	378.01	3,000.00
A 1620.560-00	UNIFORMS BUILDINGS & GROUNDS	25,000.00	0.00	25,000.00	18,749.20	1,586.80	4,664.00
A 1620.570-00	AUTO PARTS BUILDINGS & GROUNDS	15,000.00	0.00	15,000.00	12,751.42	2,098.98	149.60
A 1620.571-00	GASOLINE - BUILDINGS & GROUNDS	30,000.00	0.00	30,000.00	9,548.14	15,451.86	5,000.00
A 1620.572-00	OIL AND LUBRICANTS BUILDINGS & G	2,500.00	0.00	2,500.00	24.76	475.24	2,000.00
A 1620.573-00	TIRES BUILDINGS & GROUNDS	5,000.00	0.00	5,000.00	3,225.00	1,275.00	500.00
(h)				2,000,00	0,55000	.,2.0.00	300,00

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE	
A 1620OPE	RATION OF PLANT *	6,461,051.00	104,090.00	6,565,141.00	3,686,922.33	2,057,633.46	820,585.21	
A 1621.160-00	SAL MAINTAINERS DW	285,772.00	0.00	285,772.00	176,895.82	108,876.18	0.00	
A 1621MAII	NTENANCE OF PLANT *	285,772.00	0.00	285,772.00	176,895.82	108,876.18	0.00	
A 1670.160-00	Courier - Central Mailing	47,886.00	0.00	47,886.00	31,151.94	16,026.06	708.00	
A 1670.473-00	POSTAGE CENT MAILING DW	65,000.00	0.00	65,000.00	31,285.02	30,714.98	3,000.00	
A 1670.501-00	DUPLICATING SUPPLIES - DW	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00	
A 1670CEN	TRAL PRINTING & MAILING *	117,886.00	0.00	117,886.00	62,436.96	46,741.04	8,708.00	
A 1680.160-00	SAL DATA PROCESS & TECHNOLOGY DW	254,018.00	0.00	254,018.00	142,438.75	68,544.83	43,034.42	
A 1680.200-00	EQPT - DATA PROCESSING	700,000.00	(40,549.00)	659,451.00	106,980.49	51,356.10	501,114.41	
A 1680.449-00	CABLEVISION - INTERNET	125,000.00	0.00	125,000.00	58,175.97	37,709.78	29,114.25	
A 1680.490-00	BOCES - CTRL DATA PROCESSING	716,000.00	209,398.50	925,398.50	564,565.09	276,434.91	84,398.50	
A 1680.490-06	BOCES DW COPY MACHINES	194,000.00	0.00	194,000.00	110,152.08	83,847.92	0.00	
A 1680.501-00	SUPPLIES DATA PROCESSING	50,000.00	(2,494.30)	47,505.70	43,838.18	3,373.61	293.91	
	TRAL DATA PROCESSING *	2,039,018.00	166,355.20	2,205,373.20	1,026,150.56	521,267.15	657,955.49	
	RAL SERVICES **	8,903,727.00	270,445.20	9,174,172.20	4,952,405.67	2,734,517.83	1,487,248.70	
A 1910.422-00	LIABILITY INSURANCE	472,000.00	(1,300.00)	470,700.00	453,897.00	0.00	16,803.00	
A 1910.424-00	OTHER INSURANCE	150,000.00	0.00	150,000.00	142,335.15	225.00	7,439.85	
A 1910UNA	LLOCATED INSURANCE *	622,000.00	(1,300.00)	620,700.00	596,232.15	225.00	24,242.85	
A 1920.479-00	SCHOOL ASSOCIATION DUES	20,000.00	2,196.00	22,196.00	22,163.88	0.00	32.12	
	OOL ASSOCIATION DUES *	20,000.00	2,196.00	22,196.00	22,163.88	0.00	32.12	
A 1981.490-00	BOCES - ADMIN & FACILITY FEES	550,000.00	0.00	550,000.00	365,838.66	184,161.34	0.00	
	ES ADMINISTRATIVE COSTS *	550,000.00	0.00	550,000.00	365,838.66	184,161.34	0.00	
A 19SPECIA		1,192,000.00	896.00	1,192,896.00	984,234.69	184,386.34	24,274.97	
	OF EDUCATION ***	12,265,701.00	229,644.19	12,495,345.19	7,166,124.70	3,514,086.16	1,815,134.33	
A 2010.150-00	SAL ASST SUPT CURRICULUM DW	175,000.00	0.00	175,000.00	115,553.45	55,062.53	4,384.02	
A 2010.160-00	SAL CLER ASST SUPT CURR DW	63,748.00	0.00	63,748.00	40,365.73	20,776.65	2,605.62	
A 2010.475-00	CONFERENCE - ASST SUPT CURR	1,500.00	7,800.00	9,300.00	9,022.81	135.00	142.19	
A 2010.480-00	DW TEXTBOOK ADOPTION	142,071.00	(4,999.00)	137,072.00	124,097.73	0.00	12,974.27	
A 2010.490-00	BOCES - PROG COORD & SUPV	80,000.00	0.00	80,000.00	23,600.87	56,399.13		
A 2010.501-00	SUPPLIES - ASST SUPT CURR	20,000.00	8,749.00	28,749.00	9,485.38	8,480.82	0.00	
	RICULUM DEVEL & SUPERVISION *	482,319.00	11,550.00	493,869.00	322,125.97		10,782.80	
A 2020.150-00	PERSONNEL SERVICE CERTIFI	2,444,837.00	0.00	2,444,837.00	The state of the s	140,854.13	30,888.90	
A 2020.160-00	PERSONNEL SERVICE CLASSIF	880,661.00	(19,223.77)	861,437.23	1,599,306.84 536,299.11	874,498.39	(28,968.23)	
A 2020.161-00	SAL (CLERICAL SUBS)	0.00	0.00		-	217,138.53	107,999.59	
A 2020.161-00-6400	SAL CLER CENT REGISTR DW	53,659.00	5,614.00	0.00 59,273.00	120.96	0.00	(120.96)	
A 2020.161-06	CLERICAL SUB DW	45,000.00			39,138.31	20,134.69	0.00	
A 2020.190-00	CLERICAL OVERTIME DW	10,000.00	0.00	45,000.00	42,765.15	0.00	2,234.85	
A 2020.200-01	PRINCIPALS EQUIPT BKHVN			10,000.00	2,163.87	0.00	7,836.13	
A 2020,200-01 A 2020,200-02	PRINCIPALS EQUIP VC	1,000.00	0.00	1,000.00	904.85	32.94	62.21	
A 2020.200-02 A 2020.200-03		5,114.00	0.00	5,114.00	1,311.39	1,658.35	2,144.26	
	PRINCIPALS EQUIP FPL	1,170.00	0.00	1,170.00	844.23	0.00	325.77	
A 2020.200-07 A 2020.433-00	PRINCIPALS EQUIP HS	3,997.00	0.00	3,997.00	2,234.19	1,107.83	654.98	
A 2020,400-00	RENT MAINT COPY MCHN DW	15,000.00	0.00	15,000.00	6,505.29	4,037.51	4,457.20	

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE	
A 2020.474-00	Mileage / Travel - DW	3,000.00	0.00	3,000.00	353.91	1,226.09	1,420.00	
A 2020.501-01	OFFICE SUPPLIES - BKHVN	16,714.00	0.00	16,714.00	12,230.73	2,672.89	1,810.38	
A 2020.501-02	OFFICE SUPPLIES - V W CRITZ	20,501.00	478.71	20,979.71	4,353.68	4,448.61	12,177.42	
A 2020.501-03	OFFICE SUPPLIES - FPL	6,512.00	0.00	6,512.00	5,847.52	470.37	194,11	
A 2020.501-04	OFFICE SUPPLIES - MS	16,504.00	0.00	16,504.00	8,338.99	3,353.81	4,811.20	
A 2020.501-05	OFFICE SUPPLIES - KREAMER	11,000.00	0.00	11,000.00	9,484.11	816.62	699.27	
A 2020.501-07	OFFICE SUPPLIES - HS	50,114.00	0.00	50,114.00	35,068.29	7,453.71	7,592.00	
A 2020.526-01	PROFESSIONAL LITERATURE BK	557.00	0.00	557.00	297.41	0.00	259.59	
A 2020.526-02	PROFESSIONAL LITERATURE CR	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	
A 2020.526-03	PROFESSIONAL LITERATURE FPL	789.00	0.00	789.00	89.00	280.00	420.00	
A 2020.526-04	PROFESSIONAL LITERATURE MS	1,000.00	0.00	1,000.00	327.34	0.00	672.66	
A 2020.526-05	PROFESSIONAL LITERATURE KR	500.00	0.00	500.00	0.00	329.74	170.26	
A 2020.526-07	PROFESSIONAL LITERATURE HS	2,181.00	0.00	2,181.00	500.05	76.95	1,604.00	
A 2020SUPE	RVISION-REGULAR SCHOOL *	3,590,810.00	(13,131.06)	3,577,678.94	2,308,485.22	1,139,737.03	129,456.69	
A 2021.150-00	SALARIES DEPT CHAIRS DW	38,058.00	0.00	38,058.00	15,042.67	7,400.33	15,615.00	
A 2021		38,058.00	0.00	38,058.00	15,042.67	7,400.33	15,615.00	
A 2070.400-00	New Tchr Orient - Trans	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00	
A 2070.490-00	BOCES - INSVC STAFF DEV TRAINING	500.00	0.00	500.00	0.00	500.00	0.00	
A 2070INSE	RVICE TRAINING-INSTRUCTION *	2,500.00	0.00	2,500.00	0.00	500.00	2,000.00	
A 20ADMIN	& IMPROVEMENT **	4,113,687.00	(1,581.06)	4,112,105.94	2,645,653.86	1,288,491.49	177,960.59	
A 2110.120-01	SAL TCH K-3 BKHVN	4,077,074.00	(4,564.00)	4,072,510.00	2,021,583.02	1,943,109.27	107,817.71	
A 2110.120-02	SAL TCH K-3 VC	2,435,057.00	0.00	2,435,057.00	1,195,099.12	1,119,173.61	120,784.27	
A 2110.120-03	SAL TCH GR 4 AND GR 5 FPL	3,733,552.00	0.00	3,733,552.00	1,692,505.12	1,629,136.97	411,909.91	
A 2110.120-03-4006	SAL ENRICHMT FPL	58,840.00	(25,000.00)	33,840.00	17,579.51	0.00	16,260.49	
A 2110.120-04	SAL TCH GR 6 MS	1,581,028.00	0.00	1,581,028.00	761,138.44	743,429.56	76,460.00	
A 2110.120-05	SAL TCH K-3 KS	2,516,128.00	0.00	2,516,128.00	1,238,912.91	1,213,176.89	64,038.20	
A 2110.121-00	SAL TCH ELEM HOME TEACHING DW	15,000.00	0.00	15,000.00	264.67	0.00	14,735.33	
A 2110.130-00	SAL TCH ADDTL PREP SEC DW	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00	
A 2110.130-04	SAL TCH GR 7 AND GR 8 MS	3,288,205.00	0.00	3,288,205.00	1,553,997.43	1,461,610.70	272,596.87	
A 2110.130-07	SAL TCH 9-12 HS	6,312,572.00	(30,205.80)	6,282,366.20	3,213,528.22	2,841,727.08	227,110.90	
A 2110.131-00	SAL TCH SEC HOME TEACHING DW	125,000.00	0.00	125,000.00	28,638.71	0.00	96,361.29	
A 2110.132-04	SAL TCH AS DET - BMS	6,000.00	0.00	6,000.00	8,452.25	0.00	(2,452.25)	
A 2110.140-00	SUBSTITUTES DW	750,000.00	0.00	750,000.00	450,342.86	0.00	299,657.14	
A 2110.151-00	SAL TCH ASSISTS	582,593.00	0.00	582,593.00	251,883.10	194,657.11	136,052.79	
A 2110.160-00	MONITOR AND CAFETERIA AID	478,643.00	0.00	478,643.00	75,207.16	41,018.80	362,417.04	
A 2110.164-00	TEACHER AIDES DW	85,000.00	0.00	85,000.00	12,213.34	0.00	72,786.66	
A 2110.200-02	EQUIPT INSTR CRITZ	3,548.00	0.00	3,548.00	0.00	0.00	3,548.00	
A 2110.200-03	EQUIPMENT PURCHASE-FPL	4,500.00	0.00	4,500.00	3,244.99	0.00	1,255.01	
A 2110.200-04	EQUIPMENT PURCHASE-MIDDLE	16,646.00	0.00	16,646.00	16,574.40	0.00	71.60	
A 2110.200-05	EQUIPMENT PURCHASE-KREAME	1,600.00	0.00	1,600.00	1,594.99	0.00	5.01	
A 2110.200-07	EQUIPMENT PURCHASE-SENIOR	32,514.00	0.00	32,514.00	19,335.66	12,506.42	671.92	
A 2110.410-06	HOME TUTORING GEN ED CONT	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00	
		20,000.00	0,00	20,000.00	0,00	0.00	23,000.00	

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE	
A 2110.435-00	GRADUATION EXPENSES	17,500.00	0.00	17,500.00	568.30	4,431.70	12,500.00	
A 2110.449-01	ASSEMBLY PROGRAMS BKHVN	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00	
A 2110.449-02	ASSEMBLY PROGRAMS CRITZ	3,653.00	0.00	3,653.00	0.00	0.00	3,653.00	
A 2110.470-00	FOSTER TUITION REG SCHOOL	150,000.00	0.00	150,000.00	0.00	24,769.93	125,230.07	
A 2110.473-00	PAYMENT TO CHARTER SCHOOLS	300,000.00	0.00	300,000.00	230,362.24	29,239.76	40,398.00	
A 2110.474-00	Mileage / Travel INST DW	3,500.00	0.00	3,500.00	281.87	718.13	2,500.00	
A 2110.480-03	TEXTBOOKS FRANK P. LONG	14,970.00	0.00	14,970.00	0.00	0.00	14,970.00	
A 2110.480-04	TEXTBOOKS MS	12,305.00	0.00	12,305.00	11,576.35	0.00	728.65	
A 2110.480-07	TEXTBOOKS HS	62,659.00	0.00	62,659.00	21,033.24	5,422.99	36,202.77	
A 2110.484-03	RESOURCE BOOKS FPL	32,136.00	0.00	32,136.00	8,695.15	231.19	23,209.66	
A 2110.484-04	RESOURCE BOOKS MS	50,919.00	0.00	50,919.00	42,295.58	2,814.79	5,808.63	
A 2110.484-07	RESOURCE BOOKS HS	36,097.00	0.00	36,097.00	28,757.89	0.00	7,339.11	
A 2110.490-00	BOCES - INSTRUCT SVCS	185,650.00	13,241.00	198,891.00	128,442.56	60,357.44	10,091.00	
A 2110.501-01	SUPP ALL OTHER BKHVN	48,609.00	0.00	48,609.00	39,664.59	8,161.85	782,56	
A 2110.501-02	INSTRUCTIONAL SUPPLIES CRITZ	20,541.00	0.00	20,541.00	13,853.10	3,987.94	2,699.96	
A 2110.501-03	INSTRUCTIONAL SUPPLIES FPL	71,207.00	0.00	71,207.00	20,972.79	1,268.11	48,966.10	
A 2110.501-04	INSTRUCTIONAL SUPPLIES MS	95,251.00	10,000.00	105,251.00	60,782.52	18,980.75	25,487.73	
A 2110.501-05	SUPP INSTR ALL OTHER KS	30,297.00	552.30	30,849.30	23,370.67	6,720.45	758.18	
A 2110.501-07	INSTRUCTIONAL SUPPLIES HS	58,904.00	15,000.00	73,904.00	46,793.52	8,532.76	18,577.72	
A 2110TEAC	CHING-REGULAR SCHOOL *	27,348,898.00	(20,976.50)	27,327,921.50	13,239,546.27	11,375,184.20	2,713,191.03	
A 2130.120-00	SAL TCH ELEMENTARY ART	371,862.00	0.00	371,862.00	194,793.42	127,221.77	49,846.81	
A 2130.130-00	SAL TCH SECONDARY ART	860,573.00	0.00	860,573.00	451,132.75	365,919.47	43,520.78	
A 2130.200-00-5000	EQUIPMENT	52,118.00	0.00	52,118.00	45,708.80	3,397.80	3,011.40	
A 2130.476-00-5000	MEMBERSHIPS AND CONFERENCES	2,350.00	0.00	2,350.00	1,600.00	100.00	650.00	
A 2130,479-00-5000	CONTRACT SERVICES	5,000.00	0.00	5,000.00	637.00	600.00	3,763.00	
A 2130.501-00	ART SUPPLIES	58,190.00	0.00	58,190.00	43,314.65	11,505.43	3,369.92	
A 2130		1,350,093.00	0.00	1,350,093.00	737,186.62	508,744.47	104,161.91	
A 2138.120-00	SAL TCH ELEMENTARY MUSIC	627,406.00	4,564.00	631,970.00	334,600.38	297,369.62	0.00	
A 2138.130-00	SAL TCH SECONDARY MUSIC	851,633.00	0.00	851,633.00	415,866.77	352,566.63	83,199.60	
A 2138.150-00	SUPERVISION OF STUDENTS	12,180.00	0.00	12,180.00	1,946.60	0.00	10,233.40	
A 2138.200-00	MUSIC EQUIPMENT	40,000.00	1,500.00	41,500.00	23,193.28	16,049.07	2,257.65	
A 2138.449-00	MUSIC ASSEMBLIES	5,000.00	(1,500.00)	3,500.00	0.00	0.00	3,500.00	
A 2138.476-00	MEMBERSHIPS & PARTICIPATION FEES	9,060.00	0.00	9,060.00	4,361.00	0,00	4,699.00	
A 2138.479-00	CONTRACT SERVICES	30,875.00	0.00	30,875.00	17,027.69	10,977.81	2,869.50	
A 2138.501-00	MUSIC SUPPLIES	35,000.00	0.00	35,000.00	18,283.91	2,811.39	13,904.70	
A 2138		1,611,154.00	4,564.00	1,615,718.00	815,279.63	679,774.52	120,663.85	
A 2140.150-07	SALARIES (INSTR DRIVERS ED)	8,000.00	0.00	8,000.00	3,300.00	0.00	4,700.00	
A 2140.400-07	CONTRACTED SVCS (DRIVERS ED)	40,000.00	0.00	40,000.00	21,264.00	12,036.00	6,700.00	
A 2140.501-07	INSTR SUPPLIES (DRIVERS ED)	2,500.00	0.00	2,500.00	100.00	0.00	2,400.00	
A 2140		50,500.00	0.00	50,500.00	24,664.00	12,036.00	13,800.00	



ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE	
A 21TE	ACHING **	30,360,645.00	(16,412.50)	30,344,232.50	14,816,676.52	12,575,739.19	2,951,816.79	
A 2250.120-00	SAL SP ED-ELEMENTARY	2,933,473.00	(36,460.00)	2,897,013.00	1,304,124.75	1,234,784.52	358,103.73	
A 2250.130-00	SAL SP ED-SECONDARY	3,282,019.00	0.00	3,282,019.00	1,554,946.12	1,416,361.59	310,711.29	
A 2250.150-00	SAL SUPV SP ED DW	280,478.00	0.00	280,478.00	185,201.17	95,276.83	0.00	
A 2250.151-00	SAL -SP ED TA	1,320,342.00	0.00	1,320,342.00	659,505.00	574,020.91	86,816.09	
A 2250.160-00	SAL CLER SP ED DW	246,697.00	0.00	246,697.00	128,517.37	66,119.44	52,060.19	
A 2250.161-00	SAL SP ED 1:1 AIDES	926,121.00	0.00	926,121.00	527,417.69	390,039.39	8,663.92	
A 2250.200-00	EQUIPMENT-REPAIR	1,500.00	0.00	1,500.00	139.00	0.00	1,361.00	
A 2250.201-00	EQUIPMENT	15,000.00	0.00	15,000.00	5,581.50	2,610.00	6,808.50	
A 2250.401-00	CONTRACT SERVICES	920,000.00	0.00	920,000.00	449,553.92	470,443.31	2.77	
A 2250.441-00	LEGAL	10,000.00	0.00	10,000.00	825.00	0.00	9,175.00	
A 2250.470-00	HANDICAPPED TUITION	1,060,900.00	0.00	1,060,900.00	490,440.35	531,700.80	38,758.85	
A 2250.471-00	Foster Tuition - Sp Ed	400,000.00	0.00	400,000.00	18,088.00	48,447.75	333,464.25	
A 2250.472-00	Summer Special Ed. Services / Tu	375,000.00	0.00	375,000.00	254,198.18	10,104.79	110,697.03	
A 2250.473-00	PAYMENTS TO CHARTER SP. ED	195,000.00	0.00	195,000.00	97,217.09	28,190.47	69,592.44	
A 2250.474-00	MILEAGE/TRAVEL	13,000.00	0.00	13,000.00	1,411.17	4,673.83	6,915.00	
A 2250.480-00	TEXTBOOKS-SP ED	14,300.00	0.00	14,300.00	0.00	0.00	14,300.00	
A 2250.490-00	BOCES - SPECIAL ED SERVICES	7,005,000.00	0.00	7,005,000.00	3,523,204.36	3,481,795.64	0.00	
A 2250.491-00	BOCES-OCC ED	550,000.00	0.00	550,000.00	307,327.40	242,672.60	0.00	
A 2250.501-00	SUPPLIES-SP ED	25,000.00	0.00	25,000.00	2,119.84	3,302.25	19,577.91	
A 2250	PROGRAMS-STUDENTS W/ DISABIL *	19,573,830.00	(36,460.00)	19,537,370.00	9,509,817.91	8,600,544.12	1,427,007.97	
A 2280.150-04	SAL TCH CAREER & OCC ED MS	531,255.00	0.00	531,255.00	286,830.57	233,963.43	10,461.00	
A 2280.150-07	SAL TCH CAREER & OCC ED HS	413,613.00	30,205.80	443,818.80	226,479.62	217,339.18	0.00	
A 2280.490-00	BOCES - CAREER & OCC ED	300,000.00	0.00	300,000.00	143,996.00	156,004.00	0.00	
A 2280	OCCUPATIONAL EDUCATION *	1,244,868.00	30,205.80	1,275,073.80	657,306.19	607,306.61	10,461.00	
A 22SP	ECIAL APPORTIONMENT PROGRAMS **	20,818,698.00	(6,254.20)	20,812,443.80	10,167,124.10	9,207,850.73	1,437,468.97	
A 2330.150-00	SUMMER SCHOOL INSTRUCTION	150,000.00	0.00	150,000.00	105,429.40	0.00	44,570.60	
A 2330.160-00	SUMMER SCHOOL NON INSTRUCTIONAL	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00	
A 2330.490-00	BOCES - SPECIAL SCHOOLS REG YR	40,000.00	0.00	40,000.00	26,466.18	13,533.82	0.00	
A 2330	TEACHING-SPECIAL SCHOOLS *	205,000.00	0.00	205,000.00	131,895.58	13,533.82	59,570.60	
A 2340.490-00	BOCES - SPECIAL SCHOOLS	21,250.00	0.00	21,250.00	0.00	21,250.00	0.00	
A 2340		21,250.00	0.00	21,250.00	0.00	21,250.00	0.00	
A 23SP	ECIAL SCHOOLS **	226,250.00	0.00	226,250.00	131,895.58	34,783.82	59,570.60	
A 2610.150-00	SALARY (LIBRARIAN)	585,053.00	0.00	585,053.00	284,022,70	287,158,30	13,872.00	
A 2610.490-00	BOCES - LIBRARY & AV SVCS	75,000.00	11,276.10	86,276.10	101,574.26	0.00	(15,298.16)	
A 2610.501-02	LIBRARY SUPPLIES CRITZ	500.00	0.00	500.00	497.50	0.00	2.50	
A 2610.501-03	LIBRARY SUPPLIES FPL	1,000.00	0.00	1,000.00	998.00	0.00	2.00	
A 2610.501-04	LIBRARY SUPPLIES MS	1,000.00	0.00	1,000.00	721.86	270.20	7.94	
A 2610.501-05	LIBRARY SUPPLIES-KS	800.00	0.00	800.00	763.03	0.00	36.97	
A 2610.501-07	LIBRARY SUPPLIES-BHS	2,667.00	2,773.86	5,440.86	2,773.86	0.00	2,667.00	
A 2610.514-03	AUDIO VISUAL MATERIAL FPL	1,300.00	0.00	1,300.00	1,299.99	0.00	0.01	
A 2610.514-04	AUDIO VISUAL MATERIAL MS	5,000.00	(4,030.03)	969.97	925.68	44.29	0.00	
(1)						STATE OF THE STATE		

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE	
A 2610.514-05	AUDIO VISUAL MATERIAL KS	1,000.00	0.00	1,000.00	997.59	0.00	2.41	
A 2610.514-07	AUDIO VISUAL MATERIAL HS	8,127.00	0.00	8,127.00	4,487.48	3,639.52	0.00	
A 2610.521-01	LIBRARY BOOKS BKHVN	6,000.00	0.00	6,000.00	4,091.27	1,633.66	275.07	
A 2610.521-02	LIBRARY BOOKS CRITZ	5,000.00	0.00	5,000.00	4,968.85	0.00	31.15	
A 2610.521-03	LIBRARY BOOKS FPL	7,000.00	0.00	7,000.00	6,994.40	0.00	5.60	
A 2610.521-04	LIBRARY BOOKS MS	10,000.00	4,030.03	14,030.03	9,968.93	4,061.00	0.10	
A 2610.521-05	LIBRARY BOOKS-KS	8,000.00	0.00	8,000.00	8,000.00	0.00	0.00	
A 2610.521-07	LIBRARY BOOKS HS	26,973.00	0.00	26,973.00	11,570.14	0.00	15,402.86	
A 2610.524-01	SUBSCRIPTIONS BKHVN	3,181.00	0.00	3,181.00	3,165.46	0.00	15.54	
A 2610.524-02	SUBSCRIPTIONS-V W CRITZ	300.00	0.00	300.00	0.00	0.00	300.00	
A 2610.524-03	SUBSCRIPTIONS FPL	3,000.00	0.00	3,000.00	2,903.30	58.24	38.46	
A 2610.524-04	SUBSCRIPTIONS MS	1,000.00	0.00	1,000.00	991.20	0.00	8.80	
A 2610.524-05	SUBSCRIPTIONS KS	3,025.00	0.00	3,025.00	2,696.17	0.00	328.83	
A 2610.524-07	SUBSCRIPTIONS SENIOR HIGH	4,821.00	0.00	4,821.00	3,718.70	812.00	290.30	
	HOOL LIBRARY & AUDIOVISUAL *	759,747.00	14,049.96	773,796.96	458,130.37	297,677.21	17,989.38	
A 2620,490-00	BOCES-ETV	0.00	0.00	0.00	23,695.54	0.00	(23,695.54)	
	UCATIONAL TELEVISION *	0.00	0.00	0.00	23,695.54	0.00	(23,695.54)	
A 2630.160-00	SAL NETWORK	221,767.00	13,609.77	235,376.77	124,050.28	101,326.49	10,000.00	
A 2630.220-00	STATE AIDED COMPUTER HARDWARE	120,000.00	(43,849.50)	76,150.50	37,320.25	18,732.67	20,097.58	
A 2630.460-00	COMPUTER SOFTWARE	130,000.00	(7,017.10)	122,982.90	73,900.44	33,515.25	15,567.21	
	MPUTER ASSISTED INSTRUCTION *	471,767.00	(37,256.83)	434,510.17	235,270.97	153,574.41	45,664.79	
	RUCTIONAL MEDIA **	1,231,514.00	(23,206.87)	1,208,307.13	717,096.88	451,251.62	39,958.63	
A 2805.160-07	SAL CLER ATT HS	50,390.00	0.00	50,390.00	32,802.70	16,875.30	712.00	
	TENDANCE-REGULAR SCHOOL *	50,390.00	0.00	50,390.00	32,802.70	16,875.30	712.00	
A 2810.150-00	SAL-GUIDANCE COUNCELOR	696,083.00	0.00	696,083.00	346,391.73	306,078.43	43,612.84	
A 2810.151-00	SAL TCH GUIDANCE SUMMER	27,095.00	0.00	27,095.00	19,881.22	0.00	7,213.78	
A 2810.160-00	PERSONNEL SERVICE CLASSIF	145,831.00	0.00	145,831.00	65,836.53	33,869.47	46,125.00	
A 2810.474-00	TRAVEL GUIDANCE	800.00	0.00	800.00	0.00	0.00	800.00	
A 2810.476-00	MEMBERSHIPS & PARTICIPATION FEES	400.00	0.00	400.00	0.00	400.00	0.00	
A 2810.501-00	SUPPLIES	9,743.00	0.00	9,743.00	230.21	9,512.79	0.00	
	IDANCE-REGULAR SCHOOL *	879,952.00	0.00	879,952.00	432,339.69	349,860.69	97,751.62	
A 2815.160-00	PERSONNEL SERVICE-CLASSIF	307,929.00	0.00	307,929.00	154,638.45	144,669.59	8,620.96	
A 2815.161-00	SAL CLERICAL-NURSE	33,362.00	0.00	33,362.00	17,157.37	15,711.63	493.00	
A 2815.401-06	SCHOOL PHYSICIAN BY CONTRACT	40,000.00	0.00	40,000.00	22,500.00	17,500.00	0.00	
A 2815.448-00	HEALTH SVCS PAY OTHER DISTRICTS	300,000.00	0.00	300,000.00	152,869.42	136,588.80	10,541.78	
A 2815.501-00	SUPP HEALTH SVCS DW	7,500.00	0.00	7,500.00	7,400.50	0.00	99.50	
A 2815.501-01	SUPP HEALTH SVCS BKHVN	1,500.00	0.00	1,500.00	1,043.40	0.00	456.60	
A 2815.501-02	SUPP HEALTH SVCS CRITZ	1,250.00	0.00	1,250.00	827.75	148.20	274.05	
A 2815.501-03	SUPP HEALTH SVCS FPL	1,500.00	0.00	1,500.00	1,274.02		166.19	
A 2815.501-03	SUPP HEALTH SVCS FFL					59.79		
		2,000.00	0.00	2,000.00	1,802.52	0.00	197.48	
A 2815.501-05	SUPP HEALTH SVCS KS	1,250.00	0.00	1,250.00	888.20	0.00	361.80	
A 2815.501-07	SUPP HEALTH SVCS HS	2,000.00	0.00	2,000.00	1,200.31	211.35	588.34	
(a)								

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE	
A 2815HEAL	TH SERVICES-REGULAR SCHOOL *	698,291.00	0.00	698,291.00	361,601.94	314,889.36	21,799.70	-123
A 2820.150-00	SAL PSYCHOLOGIST DW	776,299.00	36,460.00	812,759.00	433,635.09	379,123.91	0.00	
A 2820.449-00	CONTRACTED SERVICES	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00	
A 2820.501-00	SUPP TESTING PSYCH SVCS DW	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00	
A 2820PSYC	CHOLOGICAL SRVC-REG SCHOOL *	816,299.00	36,460.00	852,759.00	433,635.09	379,123.91	40,000.00	
A 2825.150-00	SOCIAL WORKER	926,365.00	0.00	926,365.00	451,309,44	388,931.16	86,124.40	
A 2825 151-00	SOCIAL WORKER SUMMER	0.00	0.00	0.00	38.40	0.00	(38.40)	
A 2825.490-00-3100	BOCES Social Wrks DW	145,000.00	0.00	145,000.00	84,187.20	60,812.80	0.00	
A 2825SOCI	AL WORK SRVC-REG SCHOOL *	1,071,365.00	0.00	1,071,365.00	535,535.04	449,743.96	86,086.00	
A 2850.150-00	SAL CO-CURR CHAPERONES CLUBS ETC	246,985.00	0.00	246,985.00	76,893.26	0.00	170,091.74	
A 2850 151-00	SAL TCH INTRAMURALS DW	40,000.00	0.00	40,000.00	10,669.68	0.00	29,330.32	
A 2850.401-04	CONTR SVCS SET DSGN, CSTMES, ETC	3,600.00	0.00	3,600.00	0.00	0.00	3,600.00	
A 2850.401-07	CONTR SVCS SET DSGN, CSTMES, ETC	10,000.00	6,100.00	16,100.00	2,265.00	13,640.00	195.00	
A 2850.449-07	Clipper Publishing	12,500.00	0.00	12,500.00	2,401.00	10,099.00	0.00	
A 2850CO-C	CURRICULAR ACTIV-REG SCHL *	313,085.00	6,100.00	319,185.00	92,228.94	23,739.00	203,217.06	
A 2855.120-00	SAL TCH-PE-ELEMENTARY	688,989.00	0.00	688,989.00	344,097.12	332,880.98	12,010.90	
A 2855.130-00	SAL TCH-PE-SECONDARY	880,945.00	0.00	880,945.00	445,724.21	432,752.29	2,468.50	
A 2855.150-00	SAL-DIRECTOR OF ATHLETICS	147,738.00	0.00	147,738.00	144,040.61	2,065.24	1,632.15	
A 2855.151-00	SAL SPORTS TIME, FILM, EMT, ETC.	35,000.00	0.00	35,000.00	23,509.85	0.00	11,490.15	
A 2855.155-00	COACHES SALARIES	403,870.00	0.00	403,870.00	142,103.82	0.00	261,766.18	
A 2855.156-00	ATHLETIC TRAINER	47,000.00	0.00	47,000.00	28,242.75	16,757.25	2,000.00	
A 2855.160-07	SAL CLERICAL ATHLETIC DIRECTOR H	51,940.00	0.00	51,940.00	33,565.80	17,401.90	972,30	
A 2855.200-00	EQUIPMENT	22,500.00	0.00	22,500.00	8,296.18	717.89	13,485.93	
A 2855.449-00	OFFICIAL FEES	121,000.00	0.00	121,000.00	87,455.88	2,544.12	31,000.00	
A 2855.463-00	CONTRACT SERVICES	32,000.00	0.00	32,000.00	14,552.00	10,792.00	6,656.00	
A 2855,476-00	REGISTRATION, TRAVEL, CONFERENCE	16,200.00	0.00	16,200.00	8,420.89	2,486.11	5,293.00	
A 2855.501-00	SUPPLIES	76,950.00	0.00	76,950.00	63,432.27	11,598.51	1,919.22	
A 2855.502-00	AWARDS	6,500.00	973.50	7,473.50	1,070.29	537.50	5,865.71	
A 2855INTE	RSCHOL ATHLETICS-REG SCHL *	2,530,632.00	973.50	2,531,605.50	1,344,511.67	830,533.79	356,560.04	
A 28PUPIL S	SERVICES **	6,360,014.00	43,533.50	6,403,547.50	3,232,655.07	2,364,766.01	806,126.42	
A 2ADMIN 8	IMPROVEMENT ***	63,110,808.00	(3,921.13)	63,106,886.87	31,711,102.01	25,922,882.86	5,472,902.00	
A 5510.150-00	SAL - ADMIN OF TRANSPORTATION	0.00	30,803.82	30,803.82	12,810.73	17,993.09	0.00	
A 5510.160-00	SAL-CLERICAL	0.00	7,321.40	7,321.40	4,833.07	2,488.33	0.00	
A 5510.161-00	SAL-BUS MONITORS	250,000.00	0.00	250,000.00	75,093.19	0.00	174,906.81	
A 5510.400-00	CONTRACT SVCS	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00	
A 5510.440-00	COMPUTERIZED TRANSPORTATI	7,000.00	0.00	7,000.00	0.00	0.00	7,000.00	
A 5510DIST	RICT TRANSPORT-MEDICAID *	332,000.00	38,125.22	370,125.22	92,736.99	20,481.42	256,906.81	
A 5530.434-00	LEASE OF BUILDING	38,200.00	20.00	38,220.00	28,665.00	9,555.00	0.00	
A 5530GAR	AGE BUILDING *	38,200.00	20.00	38,220.00	28,665.00	9,555.00	0.00	
A 5540.400-00	CONTRACT TRANS - REG SCHOOL	7,300,000.00	0.00	7,300,000.00	4,316,063.49	2,983,936.51	0.00	
A 5540.401-00	Addt'l Coverage - Reg School	30,000.00	(20.00)	29,980.00	8,255.00	0.00	21,725.00	
	•		, ,	95	(A)	-	- W	

$APPROPRIATION\,STATUS\,REPORT\,-\,BY\,FUNCTION;\,FOR\,PERIOD\,o7/o1/15\,-\,o2/29/16\,(Detail)$

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 5540CONTR	RACT TRANSPORT-MEDICAID *	7,330,000.00	(20.00)	7,329,980.00	4,324,318.49	2,983,936.51	21,725.00
A 5545.401-00	ATHLETICS TRANS BY CONTRA	ACT 225,000.00	0.00	225,000.00	82,464.42	117,535.58	25,000.00
A 5545.402-00	FIELD TRIPS	1,200.00	0.00	1,200.00	412.91	787.09	0.00
A 5545.403-00	FIELD TRIPS (MUSIC)	12,000.00	0.00	12,000.00	3,415.81	8,584.19	0.00
A 5545.404-00	FIELD TRIPS (MATH)	4,000.00	0.00	4,000.00	2,152.75	1,847.25	0.00
A 5545	*	242,200.00	0.00	242,200.00	88,445.89	128,754.11	25,000.00
A 5546.400-01	TRANS STUDENT TRIPS - BRKI	IVN 3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A 5546.400-02	TRANS STUDENT TRIPS - CRIT.	Z 3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A 5546.400-03	TRANS STUDENT TRIPS - FPL	3,000.00	0.00	3,000.00	495.48	2,504.52	0.00
A 5546.400-04	TRANS STUDENT TRIPS - BMS	5,500.00	0.00	5,500,00	309.68	5,190.32	0.00
A 5546.400-05	TRANS STUDENT TRIPS - KS	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A 5546.400-07	TRANS STUDENT TRIPS HS	5,500.00	0.00	5,500.00	3,055.48	2,444.52	0.00
A 5546.499-00-4400	FIELD TRIPS	10,000.00	0.00	10,000.00	1,321.28	8,678.72	0.00
A 5546	*	33,000.00	0.00	33,000.00	5,181.92	27,818.08	0.00
A 55PUPIL TR	ANSPORTATION *	* 7,975,400.00	38,125.22	8,013,525.22	4,539,348.29	3,170,545.12	303,631.81
A 5		** 7,975,400.00	38,125.22	8,013,525.22	4,539,348.29	3,170,545.12	303,631.81
A 9010.800-00	EMPLOYEES RETIREMENT	1,410,908.00	0.00	1,410,908.00	1,073,585.00	337,323.00	0.00
A 9010STATE	RETIREMENT *	1,410,908.00	0.00	1,410,908.00	1,073,585.00	337,323.00	0.00
A 9020.800-00	TEACHER RETIREMENT	7,470,685.00	0.00	7,470,685.00	0.00	7,470,685.00	0.00
A 9020TEACH	ERS' RETIREMENT *	7,470,685.00	0.00	7,470,685.00	0.00	7,470,685.00	0.00
A 9030.800-00	SOCIAL SECURITY	4,169,287.00	0.00	4,169,287.00	2,159,107.61	1,998,052.39	12,127.00
A 9030SOCIAL	L SECURITY *	4,169,287.00	0.00	4,169,287.00	2,159,107.61	1,998,052.39	12,127.00
A 9040.800-00	WORKERS' COMPENSATION	625,000.00	0.00	625,000.00	545,552.78	79,447.22	0.00
A 9040WORKI	ERS' COMPENSATION *	625,000.00	0.00	625,000.00	545,552.78	79,447.22	0.00
A 9045.800-00	LIFE INSURANCE	78,500.00	0.00	78,500.00	53,291.74	18,014.26	7,194.00
A 9045LIFE IN	SURANCE *	78,500.00	0.00	78,500.00	53,291.74	18,014.26	7,194.00
A 9050.800-00	UNEMPLOYMENT INSURANCE	150,000.00	0.00	150,000.00	14,899.02	135,100.98	0.00
A 9050UNEMF	PLOYMENT INSURANCE *	150,000.00	0.00	150,000.00	14,899.02	135,100.98	0.00
A 9055.800-00	DISABILITY INSURANCE	53,000.00	0.00	53,000.00	47,986.60	5,013.40	0.00
A 9055DISABI	LITY INSURANCE *	53,000.00	0.00	53,000.00	47,986.60	5,013.40	0.00
A 9060.800-00	HEALTH INSURANCE	13,314,017.00	0.00	13,314,017.00	7,781,897.40	5,525,895.34	6,224.26
A 9060.801-00	MEDICARE REIMBURSEMENTS	650,000.00	0.00	650,000.00	382,905.30	0.00	267,094.70
A 9060.802-00	HEALTH INS OPT OUT	1,100,000.00	0.00	1,100,000.00	813,234.83	0.00	286,765.17
A 9060.803-00	BTAA Health Reimbursement	55,000.00	0.00	55,000.00	21,889.48	33,110.52	0.00
A 9060HOSPIT	TAL, MEDICAL & DENTAL INS *	15,119,017.00	0.00	15,119,017.00	8,999,927.01	5,559,005.86	560,084.13
A 9070.800-00	DENTAL INSURANCE	610,000.00	(2,500.00)	607,500.00	280,980.14	229,675.56	96,844.30
A 9070UNION	WELFARE BENEFITS *	610,000.00	(2,500.00)	607,500.00	280,980.14	229,675.56	96,844.30
A 9080.800-00	BTA SICK LV BUYOUT FOR TDA	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00
	and the latest terminal and the contract of th	75 000 00	0.00	75,000.00	0.00	0.00	
A 9080		75,000.00	0.00	75,000.00	0.00	0.00	75,000.00



$APPROPRIATION\,STATUS\,REPORT\,-\,BY\,FUNCTION:\,FOR\,PERIOD\,o7/o1/15\,-\,o2/29/16\ (Detail)$

ACCOUNT	DESCRIPTION		ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE	
A 9089OTHER		*	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	
A 9090.800-00	TERMINAL LEAVE PAYOUT	S & SL BUYB	300,000.00	0.00	300,000.00	152,709.72	0.00	147,290.28	
A 9090			300,000.00	0.00	300,000.00	152,709.72	0.00	147,290.28	
A 90EMPLOYEE	BENEFITS	##	30,064,397.00	(2,500.00)	30,061,897.00	13,328,039.62	15,832,317.67	901,539.71	
A 9711.600-00	SERIAL BONDS PRINCIPAL		6,495,000.00	0.00	6,495,000.00	6,405,000.00	90,000.00	0.00	
A 9711.700-00	SERIAL BONDS INTEREST		3,328,969.00	0.00	3,328,969.00	2,394,427.92	837,937.50	96,603.58	
A 9711			9,823,969.00	0.00	9,823,969.00	8,799,427.92	927,937.50	96,603.58	
A 9760.700-00	TAX ANTICIPATION NOTE II	NT	200,000.00	(3,000.00)	197,000.00	9,300.00	180,700.00	7,000.00	
A 9760DEBT SER	VICE-TAX ANTICIP NOT	*	200,000.00	(3,000.00)	197,000.00	9,300.00	180,700.00	7,000.00	
A 97		**	10,023,969.00	(3,000.00)	10,020,969.00	8,808,727.92	1,108,637.50	103,603.58	
A 9901.950-00	TRANSFER TO SPECIAL AII	DF	125,000.00	0.00	125,000.00	0.00	0.00	125,000.00	
A 9901TRANSFEI	R TO SPECIAL AID		125,000.00	0.00	125,000.00	0.00	0.00	125,000.00	
A 99INTERFUND	TRANSFERS	**	125,000.00	0.00	125,000.00	0.00	0.00	125,000.00	
A 9EMPLOYEE B	ENEFITS	***	40,213,366.00	(5,500.00)	40,207,866.00	22,136,767.54	16,940,955.17	1,130,143.29	
GRAND TOTALS			123,565,275.00	258,348.28	123,823,623.28	65,553,342.54	49,548,469.31	8,721,811.43	

Report Completed 3:33 PM



BUDGET TRANSFER O	HERY	FUND RANGE: A - V
		I DIVID IGHIOD: A - V

REF#	DATE	TRANSFER EXPLANATION	ACCOUNT	DEBITS	CREDITS	
893	02/04/16	STAFF BREAKFAST SUPT CONF DAY				
			A 1310.501-00	110.00	0.00	
			A 1240.475-00	0.00	110.00	
894	02/12/16	STAFF BKFST SUPT CONF & REM SCCLN MTGS				
CHAIL I			A 1310.501-00	300.00	0.00	
			A 1240.475-00	0.00	300.00	
			SCHEDULE TOTAL	410.00	410.00	
		BUDGET TRANSFER COUNT - 2			(A)	
Report Con	mpleted 3:34 PM				9	



SOUTH COUNTRY CENTRAL SCHOOL DISTRICT CAPITAL ONE COLLATERAL RECONCILIATION FEBRUARY 2016

		02.29.16
CAPONE	GENERAL FUND MMA	\$24,410,098.32
CAPONE	GENERAL FUND CHECKING	\$1,917,918.74
CAPONE	PAYROLL CHECKING	\$128,381,45
CAPONE	TRUST & AGENCY CHECKING	\$303,967.40
CAPONE	FEDERAL CHECKING	\$224,783,15
CAPONE	CAFETERIA CHECKING	\$209,171.35
CAPONE	CAPITAL CHECKING	\$0.00
	TOTAL BALANCES	\$ 27,194,320.41
	LESS: FDIC INSURANCE	\$ 250,000.00
		\$ 26,944,320.41
	COLLATERAL PERCENTAGE	 105.00%
	105% OF DEPOSITS	\$ 28,291,536.43
	MARKET VALUE	\$ 28,455,944.21



Broker/Dealer Services One Wall Street,Fourth Floor New York, NY 10286

Date: 02/01/16 - 02/29/16

000437 XBGSM101 SOUTH COUNTRY CSD 189 DUNTON AVENUE E PATCHOGUE, NY 11772 ATTN: CHRISTINE JOHNSON - DISTRICT TREASURER

RE:

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Capital One, N.A. and The Bank of New York Mellon. Any questions should be directed to Paul Messina, Vice President, BDS/Tri-Party Services, (212)815-7011.

As agent we confirm the following collateralized deposit information for your account.

DEALER ACCT ID: NFK Capital One, N.A.

DATE AS OF DATE TOTAL DEPOSITS		COLLATERAL PERCENTAGE	# OF DAYS
02/02/16 02/01/16 25,455,553.27 26,728 02/03/16 02/02/16 23,856,600.12 25,049 02/04/16 02/03/16 23,900,044.82 25,095 02/05/16 02/05/16 23,796,006.13 25,015 02/08/16 02/05/16 23,787,872.99 24,977 02/10/16 02/08/16 23,787,872.99 24,977 02/10/16 02/09/16 23,957,311.06 25,155 02/11/16 02/10/16 23,856,740.65 25,049 02/12/16 02/11/16 23,856,740.65 25,003 02/12/16 02/11/16 26,307,437.46 27,622 02/17/16 02/16/16 26,223,389.88 27,534 02/17/16 02/16/16 26,223,389.88 27,534 02/18/16 02/17/16 25,848,155.94 27,140 02/18/16 02/17/16 25,848,155.94 27,140 02/18/16 02/17/16 25,848,155.94 27,140 02/18/16 02/17/16 27,964,146.40 29,362 02/23/16 02/22/16 30,390,397.44 31,909 02/23/16 02/23/16 27,058,531.13 30,511	,331.09 ,430.99 ,047.77 ,147.45 ,807.15	PERCENTAGE 105.000 105.000 105.000 105.000 105.000 105.000 105.000 105.000 105.000 105.000	DAYS
02/26/16 02/25/16 29,169,144.38 30,627 02/29/16 02/26/16 27,230,338.81 28,591	,602.02 ,856.44 ,944.21	105.000 105.000 105.000	1 3 1

Security Listing



1047439 FNB LONG ISLAND/SOUTH COUNTRY CSD As of February 29, 2016

Page 1

Issue ID	Description	Quantity	Unit Book Value	Book Value	Unit MV	Market Value	EAI	Unrealized Gain/Loss	Current Yield (%)	% MV
Principal P	ortfolio - USD									
	FEDERAL HOME LOAN MORTGAGE CORP GOLD POOL #F90051-20 YR GTD MTGE	33,312.5100	110.93	36,955.23	111.1130	37,014,53	1,832.19	37,014.53	4.95	.26
	DTD 02/01/2003 5.500% 02/01/2023									
	NON CALLABLE									
	FEDL NATL MTGE ASSN POOL #443844	25,850,0200	114.85	29,688.49	114.6990	29,649.71	1,680.25	29,649.71	5.67	.21
	30 YR GTD SINGLE FAMILY MORTGAGE							,		
	DTD 09/01/1998 6.500% 09/01/2028									
50	NON CALLABLE									
	FEDL NATL MTGE ASSN POOL #AR8197	10,572,540.0000	102.99	10,888,143.81	103.0590	10,895,954.00	264,313.50	10,895,954.00	2.43	75.76
	10 YR GTD SINGLE FAMILY MORTGAGE									
	DTD 03/01/2013 2.500% 03/01/2023									
	NON CALLABLE									
	GOVT NATL MTGE ASSN II POOL #004216	106,027,7000	107.93	114,435.70	107.9910	114,500.37	6,361.66	114,500.37	5.56	.80
	30 YR GTD SINGLE FAMILY MORTGAGE									
	DTD 08/01/2008 6 000% 08/20/2038									
	NON CALLABLE	10000	V							
	GOVERNMENT NATIONAL MORTGAGE ASSN II	3,143,354.7900	105.15	3,305,122.08	105.1220	3,304,357.42	94,300.64	3,304,357.42	2.85	22.98
	POOL #MA0007									
	DTD 04/01/12 3.000% 04/20/27									
OTAL Princ	cipal Portfolio - USD									
		13,881,085.0200		14,374,345.31		14,381,476.03	368,488.24	14,381,476.03		100.00

⁺ Unknown

Bal. per Bank e 2/29/16 # 13.925,628 31



[^] Incomplete

^{*} A period end market value is unavailable. Last provided value is displayed.

^{***} Only investments held as of the specified date appear on this report.***

SOUTH COUNTRY SCHOOL DISTRICT HIGH SCHOOL-EXTRA CLASSROOM ACTIVITIES JULY 1, 2015 - FEBRUARY 29, 2016

	BALANCES	TOTAL RECEIPTS	TOTAL RECEIPTS & BALANCES 2015-	TOTAL PAYMENTS	BALANCES
ACTIVITIES	07/01/2015	2015 - 2016	2016	2015-2016	2/29/2016
CLASS OF 2014	4,529.89	0.00	4,529.89	0.00	4,529.89
CLASS OF 2015	9,249.60	0.00	9,249.60	2,167.37	7,082.23
CLASS OF 2016	2,988.23	0.00	2,988.23	1,593.00	1,395.23
CLASS OF 2017	2,024.58	965.68	2,990,26	254.94	2,735.32
CLASS OF 2018	125.75	0.00	125.75	0.00	125.75
CLASS OF 2019	0.00	1,672.00	1,672.00	949,50	722.50
ADVERTISING & PUBLICITY	895.24	0.00	895.24	40.32	854.92
ATHLETES HELPING ATHLET	0.00	0.00	0.00	0.00	0.00
CHAMBER CHOIR	0.00	0.00	0.00	0.00	0.00
CHAMBER STRINGS	0.00	0.00	0.00	0.00	0.00
CHESS CLUB	67.00	0.00	67.00	0.00	67.00
CLARINET CHOIR	0.00	0.00	0.00	0.00	0.00
CLIPPER	0.00	1,000.00	1,000.00	585.00	415.00
COMPUTER CLUB	279.22	0.00	279.22	0.00	279.22
DANCE TEAM	0.00	0.00	0.00	0.00	0.00
DECA-FBLA	931.97	1,597.85	2,529.82	764.52	1,765.30
DRAMA CLUB	0.00	0.00	0.00	0.00	0.00
DRAMA PRODUCTION CLUB	2,599.58	1,694.00	4,293.58	2,038.93	2,254.65
FATHOM	111.68	0.00	111,68	0.00	111.68
FRENCH CLUB	0.00	100.00	100.00	0.00	100.00
FUTURE TEACHERS OF AME	10.72	0.00	10.72	0.00	10.72
GENERAL FUND	5,592.28	6,637.41	12,229.69	7,634.24	4,595.45
GRADUATION	13,478.58	25.00	13,503.58	5,206.00	8,297.58
HISTORY CLUB	180.00	0.00	180.00	0.00	180.00
ITALIAN CLUB	112.83	1,189.00	1,301.83	1,052.00	249.83
JAZZ ENSEMBLE	0.00	0.00	0.00	0.00	0.00
KEY CLUB	349.04	116.00	465.04	31.00	434.04
LITERARY/COMPUTER CLUB	0.00	0.00	0.00	0.00	0.00
LOG/YEARBOOK	10,456.00	0.00	100	9,800.00	656.00
MATH CLUB	487.53	0.00	1 1	0.00	487.53

SOUTH COUNTRY SCHOOL DISTRICT HIGH SCHOOL-EXTRA CLASSROOM ACTIVITIES JULY 1, 2015 - FEBRUARY 29, 2016

	BALANCES	TOTAL RECEIPTS	TOTAL RECEIPTS & BALANCES 2015-	TOTAL PAYMENTS	BALANCES
ACTIVITIES	07/01/2015	2015 - 2016	2016	2015-2016	2/29/2016
MATH HONOR SOC.	97.61	0.00	97.61	0.00	97.61
MUSIC FUND	189.23	0.00	189.23	171.04	18.19
MUSICAL SHOW	9,328.59	2,739.00	12,067.59	10,673.01	1,394.58
PEER MEDIATION	124.00	0.00	124.00	0.00	124.00
PERCUSSION ENSEMBLE	0.00	0.00	0.00	0.00	0.00
POSTERS CLUB	0.00	0.00	0.00	0.00	0.00
ROBOTICS CLUB	0.00	400.00	400.00	296.07	103.93
S.A.D.D.	2,049.36	0.00	2,049.36	51.04	1,998.32
SCHOOL STORE	9,377.74	243.00	9,620.74	943.95	8,676.79
SCIENCE HONOR SOC	1,576.36	1,082.00	2,658.36	125.30	2,533.06
SENIOR NAT'L HONOR SOC	2,950.40	0.00	2,950.40	0.00	2,950.40
SEQ	466.09	0.00	466.09	0.00	466.09
SPANISH CLUB	363.63	1,532.00	1,895.63	1,469.67	425.96
STUDENT COUNCIL	1,193.71	4,695.40	5,889.11	2,854.79	3,034.32
TRI M HONOR SOC.	1,377.63	1,050.00	2,427.63	1,725.00	702.63
VARIETY SHOW	11,463.94	89.99	11,553.93	1,850.00	9,703.93
WEB SITE CLUB	0.00	0.00	0.00	0.00	0.00
WRITING CLUB/INKWELL	0.00	0.00	0.00	0.00	0.00
WEIGHTLIFTING	<u>143.00</u>	<u>0.00</u>	<u>143.00</u>	0.00	143.00
TOTAL	\$ 95,171.01	\$ 26,828.33	\$ 121,999.34	\$ 52,276.69	\$ 69,722.65

SOUTH COUNTRY SCHOOL DISTRICT MIDDLE SCHOOL-EXTRA CLASSROOM ACTIVITIES JULY 1, 2015 -FEBRUARY 29, 2016.

ACTIVITIES	BALANCES 07/01/2015	TOTAL RECEIPTS 2015 - 2016	TOTAL RECEIPTS & BALANCES 2015 - 2016	TOTAL PAYMENTS 2015 - 2016	BALANCES 2/29/2016
ART CLUB BARGE COMPUTER CLUB GENERAL FUND HISTORY CLUB HONOR SOCIETY INTERNATIONAL CLU JAZZ ENSEMBLE MATH CLUB MUSICAL PEER MEDIATION SCIENCE CLUB SC SINGERS STEP SQUAD STUDENT COUNCIL YEAR BOOK	423.00 479.60 40.00 1,812.69 22.01 2,419.61 3.35 0.00 0.00 2,687.78 0.00 0.00 438.00 13,451.04 3,696.94	0.00 0.00 0.00	0.00 0.00 0.00 438.00 124,441.70	0.00 0.00 0.00 0.00 5,060.50 0.00 0.00 2,115.96 0.00 0.00 0.00	423.00 479.60 40.00 1,812.69 22.01 2,680.58 3.35 0.00 0.00 571.82 0.00 0.00 438.00 43,758.22 3,696.94
TOTAL	\$ 25,474.02	\$ 116,312.1 <u>3</u>	\$ 141,786.1 <u>5</u>	\$ 87,859.94	\$ 53,926.21



2015 3410

Community Relations

SUBJECT: DEVELOPMENT OF DISTRICT CODE OF CONDUCT

The District has developed and will amend as appropriate, a written *Code of Conduct* for the Maintenance of Order on School Property, including school functions, which shall govern the conduct of students, teachers and other school personnel, as well as visitors and/or vendors. The Board of Education shall further provide for the enforcement of such *Code of Conduct*.

The District's *Code of Conduct* may be accessed at the following link: http://www.southcountry.org/district/district policies and forms#DistrictPolicies.

The Code of Conduct and any revisions to the Code shall be adopted by the Board of Education only after at least one (1) public hearing that provided for the participation of school personnel, parents/persons in parental relation, students, and any other interested parties.

The Code of Conduct shall be reviewed on an annual basis, and updated as necessary in accordance with law. The District may establish a committee pursuant to Education Law Section 2801(5)(a) to facilitate review of its Code of Conduct and the District's response to Code of Conduct violations. The School Board shall reapprove any updated Code of Conduct or adopt revisions only after at least one (1) public hearing that provides for the participation of school personnel, parents/persons in parental relation, students, and any other interested parties. The District shall file a copy of its Code of Conduct and any amendments with the Commissioner, in a manner prescribed by the Commissioner, no later than thirty (30) days after their respective adoptions.

The Board of Education shall ensure community awareness of the District's Code of Conduct by:

- a) Posting the complete *Code of Conduct* on the District's website, if any, including any annual updates and other amendments to the Code;
- b) Providing copies of a plain language summary of the *Code of Conduct* to all students in an age-appropriate version at a school assembly to be held at the beginning of each school year;
- c) Providing a plain language summary of the *Code of Conduct* to all parents or persons in parental relation to students before the beginning of each school year and making the summary available thereafter upon request;

Community Relations

SUBJECT: DEVELOPMENT OF DISTRICT CODE OF CONDUCT (Cont'd).

- d) Providing each existing teacher with a copy of the complete *Code of Conduct* and a copy of any amendments to the Code as soon as practicable following initial adoption or amendment of the Code.
- e) Providing new teachers with a complete copy of the current *Code of Conduct* upon employment; and
- e) Making complete copies available for review by students, parents or persons in parental relation to students, other school staff and other community members.

NOTE: Refer also to District Code of Conduct

Adopted:

2016 5590

Non-Instruction/Business Operations

SUBJECT: USE OF THE DISTRICT CREDIT CARD

The Board of Education authorizes the use of District credit cards by certain District officials and/or employees to pay for actual and necessary expenses incurred in the performance of work-related duties and to purchase goods for the District. All such credit cards shall be in the name of the School District.

A list of those persons issued or permitted to use a District credit card shall be maintained in the Office of the Assistant Superintendent for Finance and Management Services, and reported to the Board each year at the organizational meeting.

The District shall establish a credit line not to exceed \$2,000 for each card given to officials and/or employees and an aggregate limit of \$5,000 for all cards issued to the District.

The relationship between the District and the credit card company shall be such that the District preserves its rights under law to dispute claims or charges. In addition, the Board will ensure that any claim shall be paid only after each claim has been audited and allowed.

The District will maintain a log of all users, with each authorized user signing out a credit card for District purchases only. The log is to be periodically reviewed by the Assistant Superintendent for Finance and Management Services.

Users must take proper care of these credit cards and take all reasonable precautions against damage, loss or theft. Any damage, loss or theft must be reported immediately to the Office of the Assistant Superintendent for Finance and Management Services in writing and to the institution issuing the credit card. Failure to take proper care of the credit card and/or failure to report damage, loss or theft of the credit card as required by this policy may subject the employee to financial liability.

District credit cards may only be used for legitimate School District business expenditures. Purchases that are unauthorized, illegal, represent a conflict of interest, are personal in nature or violate the intent of this policy may result in credit card revocation and further action by the District or appropriate law enforcement authorities and may include discipline of the employee in accordance with law and applicable collective bargaining agreements, if any.

Users must submit detailed documentation, including itemized receipts for authorized expenses which have been incurred in connection with school district related business for which a District credit card has been used.

The Superintendent of Schools, in conjunction with the Assistant Superintendent for Finance and Management Services shall establish regulations to implement this policy.

Adopted:

South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: 4/6/2016

OFFICE OF ORIGIN: Office of Curriculum, Instruction & Accountability

DATE MATERIAL SUBMITTED: 3/24/2016

CATEGORY OF ITEM: Action

TITLE: CSE, SCSE & CPSE Recommendations

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

<u>G.1.</u>			
CSE/SCSE	090400000	CSE/SCSE	060550000
CSE/SCSE			060550000
CSE/SCSE	122232482	CSE/SCSE	082320003
CSE/SCSE	122230011	CSE/SCSE	061320003
CSE/SCSE	102290000	CSE/SCSE	070780008
CSE/SCSE	060760010	CSE/SCSE	122230841
CSE/SCSE	122231823	CSE/SCSE	112080005
CSE/SCSE	102040001	CSE/SCSE	122232596
CSE/SCSE	101170004	CSE/SCSE	101200007
CSE/SCSE	110480001	CSE/SCSE	102380009
<u>G.2.</u>			
CPSE	122232577	CPSE	122231959
CPSE			
	122231868	CPSE	122231902
CPSE	122231868 122232089	CPSE CPSE	
		CPSE CPSE CPSE	122232478
CPSE	122232089	CPSE	
CPSE CPSE	122232089 122231252	CPSE CPSE	122232478 122231838
CPSE CPSE CPSE	122232089 122231252 122231044	CPSE CPSE CPSE	122232478 122231838 122232558
CPSE CPSE CPSE CPSE	122232089 122231252 122231044 122231902	CPSE CPSE CPSE CPSE	122232478 122231838 122232558 122231887
CPSE CPSE CPSE CPSE CPSE	122232089 122231252 122231044 122231902 122232478	CPSE CPSE CPSE CPSE CPSE	122232478 122231838 122232558 122231887 122231833

South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: March 23, 2016
OFFICE OF ORIGIN: Student Support Services
DATE MATERIAL SUBMITTED: March 11, 2016

CATEGORY OF ITEM: Action

TITLE: CSE/SCSE Recommendations

STAFF RECOMMENDATION:

Date:	Location:	# of Students
03/09/16	Bellport Middle School	1
03/08/16	Bellport Middle School	1
03/07/16	Bellport Middle School	2
03/04/16	Frank P. Long Intermediate School	1
03/04/16	Student Support Services	1
03/03/16	Bellport Middle School	2
03/02/16	Bellport High School	į.
03/02/16	Kreamer Street Elementary School	2
02/29/16	Frank P. Long Intermediate School	1
02/26/16	Bellport Middle School	1
02/26/16	Frank P. Long Intermediate School	2
02/10/16	Frank P. Long Intermediate School	1
		ı

& Carson

BACKGROUND RATIONALE: Recommendation of the CSE/SCSE

Not an official record: subject to change



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: April 6, 2016
OFFICE OF ORIGIN: Student Support Services
DATE MATERIAL SUBMITTED: March 24, 2016

CATEGORY OF ITEM: Action

TITLE: CSE/SCSE Recommendations

STAFF RECOMMENDATION:

Date:	Location:	# of Students
03/23/16	Student Support Services	1
03/14/16	Bellport Middle School	1

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BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: 4/6/16

OFFICE OF ORIGIN: Student Support Services, Southaven School

DATE MATERIAL SUBMITTED: 3/24/16

CATEGORY OF ITEM: Action
TITLE: CPSE Recommendations

STAFF RECOMMENDATION:

Date of CPSE meeting	No. of Students			
2/26/16	1			
3/1/16	1			
3/2/16	1			
3/11/16	1			
3/16/16	2			
3/18/16	I			
3/22/16	2	4 Carson 3/24/16		
		a care		
		3/24/16		

BACKGROUND RATIONALE: Recommendations of the CPSE

Not an official record; subject to change



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: 3/23/16

OFFICE OF ORIGIN: Student Support Services, Southaven School

DATE MATERIAL SUBMITTED: 3/15/16

CATEGORY OF ITEM: Action
TITLE: CPSE Recommendations

STAFF RECOMMENDATION:

Date	of CPSE meeting	No. of Students		
	2/26/16	3		
	2/29/16	1		
	3/2/16	2		
	3/7/16	2		
	3/8/16	2		

of Carson

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 Personnel

Date:

March 31, 2016

Subject:

Human Resources April 6, 2016 Personnel Changes

Administration recommends approval of the following changes in Personnel:

11.1 Approve Leave of Absences and Resignations

	Calabar III.		Lea	ve of Absences	
No.	Unit	Name	Assignment	Effective Date	Reason
1.1	BTAA		Teaching Assistant-FPL	10/26/15-01/29/16 (Previously approved end date revised from TBD)	To cover Special EducationTeacher leave
				lesignations	
No.	Unit	Name	Assignment	Effective Date	Reason
1.2	BTAA		Special Education Aide/BMS	04/22/16	Personal

11.2 Approve Non-Instructional New Appointments

No.	Unit Name	Assignment	Effective Date	Salary	Replacing
2.1	BTAA	Special Education Aide/FPL	TBD	\$13.42/hr.	New
2.2	BTAA	Special Education Aide/FPL	TBD	\$13.42/hr.	New

II.3 Approve Salary Schedule

Source	Change in Salary					
No.	Unit	Name	Position/Building	Effective Date	From	To
3.1	BTA		Teacher/KRM	01/01/16	\$72,084	\$74,736
3.2	BTA		Teacher/FPL	03/01/16	\$93,781	\$99,325
3.3	BTA		Teacher/BHS	02/01/16	\$82,692	\$85,342
3.4	BTA		Teacher/FPL	02/01/16	\$61,477	\$69,433
3.5	BTA		Teacher/FPL & BRK	03/01/16	\$56,173	\$58,823

II.4 Approve Additional Work

			After School Regents Instructors-BHS		
			Funded through Title I & Title I SIG Grants		
No.	Unis	Name	Assignment	Effective Date	Rate of Pay
4.1	BTA		Integrated Algebra (1 of 1). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.2	BTA		Algebra 1 Common Core (1 of 2). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.3	BTA		Algebra 1 Common Core (2 of 2). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.4	BTA		Algebra 2 Common Core (1 of 1). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.5	BTA		Algebra 2/Trig (1 of 1). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.6	BTA		Geometry Common Core (1 of 1). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.7	BTA		Chemistry (1 of 1). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.8	BTA		Earth Science (1 of 1). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62,00/session
4.9	BTA		Living Environment (1 of 2). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.10	BTA		Living Environment (2 of 2). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.11	BTA		Physics (1 of 1). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.12	BTA		ELA Common Core (1 of 2). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.13	BTA		ELA Common Core (2 of 2). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.14	BTA		English Comprehensive (1 of 1). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.15	BTA		Global (1 of 1). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.16	BTA		US History (1 of 1). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
			Checkpoint B Instructors-BHS Funded through Title I & Title I SIG Grants		
	Unit	Name	Assignment	Effective Date	Rate of Pay
4.17	BTA		Italian (1 of 1). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.18	BTA		French (1 of 1). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session
4.19	BTA		Spanish (1 of 1). 50 Minutes sessions not to exceed a total of 6 sessions.	05/02/16-06/10/16	\$62.00/session

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H.4 Approve Additional Work Continued

			After School Regents Instructors-HELP		
1			Funded through McKinney Vento Grant		
No.	Unit	Name	Assignment	Effective Date	Rate of Pay
4.20	ВТА		Algebra 1 Common Core (1 of 1). 50 Minutes sessions not to exceed a total of 10 sessions.	04/15/16-06/24/16	\$62,00/session
4.21	ВТА	V.	ELA Common Core (1 of 1). 50 Minutes sessions not to exceed a total of 10 sessions.	04/15/16-06/24/16	\$62.00/session
4.22	BTA		Global (1 of 1). 50 Minutes sessions not to exceed a total of 10 sessions.	04/15/16-06/24/16	\$62.00/session
4.23	BTA		Living Environment (1 of 1). 50 Minutes sessions not to exceed a total of 10 sessions.	04/15/16-06/24/16	\$62.00/session
100	No.		Credit Recovery/Suspension After School Program		The second
No.	Unit	Name	Assienment	Effective Date	Salary
4.24	BTA		Substitute + Two hours per day (Monday-Friday) as needed.	09/03/14-06/26/15	\$59.00/hr.
4.25	BTA		Substitute - Two hours per day (Monday-Friday) as needed.	09/03/14-06/26/15	\$59.00/hr.
			Extra Coverage		
No.	Unic	Name	Assignment	Effective Date	Salary
4.26	BTA		Teacher-Special Education 0.2 FTE extra coverage (every other day)-BHS.	02/02/16-06/30/16	\$8,004
4.27	BTA		Teacher-Special Education 0.2 FTE extra coverage (every other day)-BHS.	02/02/16-06/30/16	\$8,004
			Curriculum Writing for STEM (Grades 6-12)		
C KING			Funded through Title II Grant		
No.	Unit	Name	Assignment	Effective Date	Rate of Pay
4.28	BTA	RESCIND-	Grade 6, Science. Not to exceed 46 hours (Replacing)	03/03/16-05/26/16	\$52.00/hr.
4.29	BTA		Earth Science 7+12. Not to exceed 46 hours	04/07/16-05/26/16	\$52.00/hr.
			Other Work		
No.	Unit	Name	Assignment	Effective Date	Rate of Pay
4.30	NC	S 800	Summer School Principal-BMS/BHS	05/23/16-08/30/16	\$7,000

11.5 Approve Long-Term Substitutes

Building Substitutes						
No.	Unit	Name	Assignment	Effective Date	Salary	Replacing
5.1	NC		Social Worker/BHS	04/07/16-06/24/16	\$115-\$215/day	K. Henglein

II.6 Approve Extra Duties Assignment

Intramurals				
No	Unit	Name	Assignment	Stipend
6.1	BTA	V-2/2-1 / Pa	Weight Training (Spring) - Not to exceed 20 Sessions-BHS	\$58/session
6.2	BTA		Weight Training (Spring) - Not to exceed 20 Sessions-BHS	\$58/session

II.7 Approve Substitutes

Dailý Substitutes					
No.	Unit	Name	Assignment	Effective.Date	Rate of Pav
7.1	NC		Substitute Teacher/DSW	09/01/15-06/24/16	\$105/day
7.2	NC		Substitute Teacher/DSW	09/01/15-06/24/16	\$105/day
7.3	NC		Substitute Aide/DSW	09/01/15-06/24/16	\$9.00/hr.

Schools/Buildings

BHS = Bellport High School

BMS = Bellport Middle School

FPL = Frank P. Long Intermediate BRK = Brookhaven Elementary

VWC = Verne W. Critz Elementary BTA = Teachers

SHS = South Haven School

SSS = Student Support Services

DSW = District Wide

Unit/Group

BTAA = TA/Aides/Monitors

SCAA = Directors/Principals/AP

SEC = Security

CSEA = Clerical/B&G/Nurses

STU = Student Worker

VOL = Volunteer

NC = Non Contractual



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: April 6, 2016

OFFICE OF ORIGIN: Finance & Management Services

DATE MATERIAL SUBMITTED: March 29, 2016

CATEGORY OF ITEM: Action

- 1. RFP 2015-06 Grounds Maintenance Bid Results Jason Crane Landscaping Inc.
- 2. Special Education Services Agreement with Hauppauge Union Free School District
- 3. Discard of sink from Bellport High School
- 4. BOCES 2016-2017 Joint Municipal Cooperative Bidding Program Resolution
- 5. Lease agreement with South Country Farms, LLC
- 6. Donation of \$250.00 from Capital One for Scholarship Fund
- 7. Donation of \$1000.00 from William Reynolds for the Ruth Reynolds Music Scholarship
- 8. Donations from DonorsChoose.Org
- 9. Health Services Agreement with South Huntington Union Free School District
- 10. Special Education Services Contract with Maryhaven Center of Hope (2016-2017)
- 11. Special Education Services Contract with Harmony Heights (2016-2017)
- 12. Special Education Services Contract with Little Flower Union Free School District (2016-2017)
- 13. Special Education Services Contract with Cleary School for the Deaf (2016-2017)
- 14. Special Education Services Contract with Greenburgh Academy, New Castle Union Free School District (2016-2017)
- 15. Special Education Services Contract with Little Angels Center, Inc. (2016-2017)
- 16. Consultant Services Agreement with Home Care Therapies LLC, dba Horizon Healthcare Staffing (2016-2017)
- 17. Consultant Services Contract with Developmental Disabilities Institute (2016-2017)
- 18. Instructional Services Contract with AHRC Suffolk (2016-2017)
- 19. Budget Transfer Request
- 20. BTAA Contract

RFP 2015-06

Grounds Maintenance Bid

Due 3/28/2016 @ 11:00 am

Winning Bidder: Jason Crane Landscaping Inc.

Part A: Grass Cutting, Weedwacking, Edging - Weekly Cost - \$ 4,050.00

Part B: Spring Clean-up -Annual Cost - \$ 11,500.00

Part C: Fall Clean-up -Annual Cost -\$ 12,500.00

Part D: Maintain Plant Beds and Mulch Areas - Annual Cost - \$ 22,300.00

Part E: Storm Clean-up (\$50.00 per man hour)

Part F: Tree Removal, stump grinding:

Trees less than 10" diameter \$850.00

Trees between 10" and 20" diameter \$1,450

Part G: Fertilize Fields - Annual Cost \$ 12,000.00

Part H: Aerate & Seed Fields - Annual Cost \$ 14,500.00

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT CONTRACTOR SERVICES AGREEMENT

This Agreement is entered into this	day of	, 2016 by	and between the BOARD
OF EDUCATION of the SOUTH	COUNTRY	CENTRAL SCHOOL	DISTRICT (hereinafter
"DISTRICT"), having its principal			
Dunton Avenue, East Patchogue,	N.Y., 11772	and JASON CRANE	LANDSCAPING, INC.
(hereinafter "CONTRACTOR"), ha	aving its princ	cipal place of busines	s for the purpose of this
Agreement at p.o. Box 256, Bellpor	t, NY 11713.	•	• •

A. <u>TERM</u>:

- 1. The term of this Agreement shall be from April 1, 2016, through March 31, 2017, 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. At the DISTRICT'S option, this Agreement may be extended for an additional two (2) one year extensions at an amount of increase not to exceed the lesser of 2% or the prior year's increase in CPI-U from the date of award.

B. **CONDITIONS**:

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

- 1. CONTRACTOR 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 CONTRACTOR 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. 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.
- 4. CONTRACTOR 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.
- 5. CONTRACTOR shall provide supervision of all of CONTRACTOR'S staff providing services under this Agreement.

6. DISTRICT shall have the right to examine any or all records or accounts maintained by the CONTRACTOR in connection with this Agreement.

C. <u>INDEMNIFICATION</u>:

- 1. CONTRACTOR agrees to defend, indemnify and hold harmless at its own risk and expense, the DISTRICT, its Board Members, officers, directors, agents, or employees against all claims, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, or negligence of the CONTRACTOR, its officers, directors, agents or employees in relation to the performance of this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- 2. Prior to any performances under the contract, the CONTRACTOR shall procure and keep in force adequate levels of insurance coverage, as set forth in Article G of this Agreement, during the terms of this Agreement or any renewal thereof, at its own cost and expense.

D. LOCATION

1. DISTRICT buildings and grounds includes the following locations:

Administrative Office & Head Start Building 189 Dunton Ave. East Patchogue, NY

Brookhaven Elementary School 101 Fireplace Neck Rd Brookhaven, NY

Kreamer Street Elementary School 37 Kreamer St. Bellport, NY

Verne W. Critz Elementary School 185 Dunton Ave East Patchogue, NY Frank P. Long Intermediate School 599 Brookhaven Ave. Bellport, NY (INCLUDES ADJACENT FIELDS)

Bellport Middle School 35 Kreamer St. Bellport, NY

Bellport High School 205 Beaver Dam Road. Brookhaven, NY

South Haven School 2714 Montauk Hwy Brookhaven, NY

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

1. CONTRACTOR shall provide the following services at the DISTRICT'S discretion, set forth as follows:

A. Grass Cutting, Weed-whacking, Edging

- 1. The season for grass cutting begins approximately April to May and ends approximately October to November. The actual start and end date of the services will be determined by the DISTRICT.
- 2. Scheduled days and times for grass cutting will be determined by the DISTRICT's Buildings & Grounds Department or a representative of the DISTRICT.
- 3. Grass is to be cut once a week and bagged by the CONTRACTOR at the DISTRICT's request, at no additional cost.
- 4. Additional cuttings may be requested by the DISTRICT.
- 5. CONTRACTOR will cut and sweep all grass areas, including courtyards and parking lot islands. Grass areas that extend to the public roadways, including areas bordered by fences, will be cut at no additional cost.
- 6. In case of inclement weather as determined by the DISTRICT, rescheduling of the grass cutting may occur.
- 7. Inside courtyards must be accessed through a hallway by the CONTRACTOR. At no time is the CONTRACTOR to enter the building without prior permission, and once inside, the CONTRACTOR is to have no contact with students. CONTRACTOR is to sweep and/or vacuum grass clippings and debris completely from the hallways before leaving.
- 8. DISTRICT may request the successful CONTRACTOR to sweep, vacuum, and bag grass clippings when deemed necessary at no additional cost.
- 9. Maintenance of the clay areas of all sports fields includes blowing off of all grass clippings.
- 10. All mowers must have sharpened blades for each cutting.
- 11. All CONTRACTOR vehicles, both on and off road, shall be clearly identified with successful bidder's business logo.
- 12. DISTRICT has the right to alter cutting schedules or suspend cuttings so as not to interfere with normal school and/or authorized community activities.
- 13. CONTRACTOR is to weed-whack around all trees, bushes, buildings, fence lines, curbs, paving and other obstacles, and mechanically edge all sidewalks and walkways at the above locations each time the grass is cut.
- 14. CONTRACTOR is to be responsible for compensating the DISTRICT for all girdled shrubs and trees that the DISTRICT determines to be caused by the CONTRACTOR.
- 15. All beds must be edged at least twice a month.
- 16. CONTRACTOR is to weed, mechanically edge, and remove dead growth each week during the contract duration.

B. Spring Clean-up

- 1. Spring clean-up is to consist of raking up and disposing of all leaves, sticks, branches and litter from all DISTRICT property, including courtyards.
- 2. Sweeping sand from parking lots is to be included in the spring clean-up. The entire parking lot is to be swept, including all corners, and the lot is to be clean of any debris.
- 3. All debris and sand will be removed off school premises by the CONTRACTOR.
- 4. Inspection by the DISTRICT's Building & Grounds Department must occur before the DISTRICT accepts the fall Clean-up as satisfactory.

C. Fall Clean-up

- 1. Fall clean-up is to consist of raking up and disposing of all leaves, sticks, branches and litter from all DISTRICT property, including courtyards.
- 2. Sweeping sand from parking lots is to be included in the fall clean-up. The entire parking lot is to be swept, including all corners, and the lot is to be clean of any debris.
- 3. All debris and sand will be removed off school premises by the CONTRACTOR.
- 4. Inspection by the DISTRICT's Building & Grounds Department must occur before the DISTRICT accepts the fall Clean-up as satisfactory.

The following items will only be completed at the request of the District:

D. Mulch and Turning of Beds

- Mulch is to be applied to all beds and around all trees that have existing mulch. This will occur at each DISTRICT building once per year. The exact day and time will be determined by the DISTRICT's Buildings & Grounds Department. The application of mulch may occur at different times at different locations.
 - CONTRACTOR will turn soil in all beds before mulch is applied
- CONTRACTOR 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.
- 3. CONTRACTOR shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, ordinances, rules, and regulations, including but not limited to applicable prevailing wage and hour laws, Articles 8 and 9 of the New York State Labor Law, the New York State Workers' Compensation Law, federal, state and local laws and regulations

concerning the handling and disposal of toxic or hazardous substances and wastes, federal, state and local laws and regulations concerning the handling of pesticides, as well as the established policy guidance from the New York State Education Department. CONTRACTOR shall hold the DISTRICT harmless from any claims, demands or penalties arising from CONTRACTOR's failure to comply with the above.

- 4. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, or marital status. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- 5. CONTRACTOR shall provide conscientious, competent, and diligent services throughout the term of this Agreement.
- 6. CONTRACTOR shall observe and comply with all DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services under this Agreement.
- 7. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of services under this Agreement. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property in connection with the performance of services under this Agreement.
- 8. The DISTRICT reserves the right to reject any of the CONTRACTOR'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

E. Storm Clean-Up

- 1. CONTRACTOR is to remove all storm-related debris on DISTRICT grounds.
- 2. This activity will take place at a time determined by the DISTRICT. The DISTRICT's Building & Grounds Department will contact the CONTRACTOR to determine when such debris removal will occur.

F. Tree Removal

 CONTRACTOR is to trim all bushes as well as remove all dead trees, growth and clippings. CONTRACTOR is to grind stumps of all removed dead trees.

- This will happen once per year, with the exception of tree removal as determined by the DISTRICT.
- 2. This activity will take place between June 1 and October 30, or at a time determined by the DISTRICT. The DISTRICT's Building & Grounds Department will contact the CONTRACTOR to determine when the trimming of all bushes, removal of all dead trees, growth and clippings will occur.

G. Field Fertilize

- 1. CONTRACTOR is to apply fertilizer to the fields of Bellport High School, Bellport Middle School and Frank P. Long Intermediate. The exact day and time will be determined by the DISTRICT's Buildings & Grounds Department. The application of fertilizer may occur at different times at different locations.
- 2. This activity will take place at a time determined by the DISTRICT. The DISTRICT's Building & Grounds Department will contact the CONTRACTOR to determine when the fertilizing of fields will occur.

H. Field Fertilize

- 1. CONTRACTOR is to apply fertilizer to the fields of Bellport High School, Bellport Middle School and Frank P. Long Intermediate. The exact day and time will be determined by the DISTRICT's Buildings & Grounds Department. The application of fertilizer may occur at different times at different locations.
- 2. This activity will take place at a time determined by the DISTRICT. The DISTRICT's Building & Grounds Department will contact the CONTRACTOR to determine when the fertilizing of fields will occur.

I. Field Aeration and Seeding

- 3. CONTRACTOR is to apply seed, and aerate the fields of Bellport High School, and Bellport Middle School. The exact day and time will be determined by the DISTRICT's Buildings & Grounds Department. The application of fertilizer may occur at different times at different locations.
- 4. This activity will take place at a time determined by the DISTRICT. The DISTRICT's Building & Grounds Department will contact the CONTRACTOR to determine when aeration and seeding of fields will occur.

COMPENSATION:

- 1. The DISTRICT will only pay the CONTRACTOR for services rendered.
- 2. The DISTRICT shall pay CONTRACTOR for services rendered under the terms of this Agreement as follows:
 - A. Grass Cutting, Weed-whacking, Edging and remove dead growth: \$4,050.00 per week
 - B. Spring Clean-up: \$11,500.00 per year
 - C. Fall Clean-up: \$12,500.00 per year
 - D. Maintain Planting Beds and Mulch: \$22,300.00 (optional)
 - E. Storm Clean Up: \$50.00 per man hour
 - F. Tree Removal: \$850.00 less than 10" in diameter; \$1450.00 between 10' and 20' in diameter
 - G. Fertilize Fields: \$12,000.00 per year
 - H. Aerate and Seed Fields: \$14,500 per year
- 3. The DISTRICT shall pay CONTRACTOR for services rendered within thirty (30) days of the DISTRICT'S receipt of a detailed written invoice from CONTRACTOR. 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.
- 4. The DISTRICT shall not be liable for services rendered under the term of this Agreement for which CONTRACTOR has failed to maintain any required certification, registration, or license. CONTRACTOR shall reimburse the DISTRICT for any compensation received during this period of time.
- 5. CONTRACTOR will be responsible for checking in with the Custodial Supervisor of the school immediately upon arrival to have work order signed. The form will again have to be signed by the Custodial Supervisor upon completion of the work. Work is deemed to be complete only upon inspection by the Building & Grounds Department.
- 6. CONTRACTOR shall submit the signed work orders along with an original invoice for payment on a monthly basis for services rendered.
- 7. The DISTRICT will make payment, on a monthly basis, upon approval of said invoice by the DISTRICT's Assistant Superintendent for Business or his/her designee. The CONTRACTOR shall be required to submit a corrected invoice, labeled as such, prior to payment, should said person deem corrections and/or damages necessary.

G. INSURANCE:

- 1. CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR in connection with the performance of CONTRACTOR'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 Two Million (\$2,000,000.00) 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 Best's 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, CONTRACTOR will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, the Board of Education, employees and volunteers, as additional insured, a copy of said policy / policies, and a copy of the additional insured endorsement.
- 5. In addition to the above insurance requirements, upon the execution of this Agreement, CONTRACTOR will supply the DISTRICT with evidence of CONTRACTOR's compliance with CONTRACTOR's coverage obligations under the New York State Workers' Compensation Law.

H. <u>TERMINATION</u>:

- 1. The DISTRICT, by thirty (30) days prior written notice to the CONTRACTOR, may terminate this Agreement, in whole or in part, when it is in the best interests of the DISTRICT.
- 2. If this Agreement is so terminated, the DISTRICT shall be liable only for payment in accordance with the payment provisions of this Agreement for services or supplies rendered prior to the effective date of termination.
- 3. The parties agree that CONTRACTOR'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 CONTRACTOR.

4. In the event 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 N. Dunton Ave East Patchogue, NY 11772 <u>CONTRACTOR</u>:

Jason Crane Landscaping, Inc. P.O. Box 256 Bellport, NY 11713

J. <u>SUCCESSORS AND ASSIGNS:</u>

1. It is expressly understood that this Agreement shall not be assigned or transferred without the prior written consent of the other party. Any attempts to assign this Agreement without the written consent of the other party shall be null and void.

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. <u>SEVERABILITY</u>

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. Any dispute arising under this Agreement shall be litigated in a court of competent jurisdiction located in Suffolk County, New York.

N. <u>ENTIRE AGREEMENT:</u>

- 1. This document 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.
 - 9. 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.

JASON CRANE LANDSCAPING, INC.	BOARD OF EDUCATION OF THE SOUTH COUNTRY CENTAL SCHOOL DISTRICT
	Chris Picini, President Board of Education
Date:	Date:

SPECIAL EDUCATION SERVICES AGREEMENT

This AGREEMENT is entered into this 25th day of August, 2015 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 189 Dunton Ave, East Patchogue, NY 11772, and the Board of Education of the Hauppauge Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 495 Hoffman Lane, Hauppauge, NY 11788.

WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION and have provided the DISTRICT OF LOCATION with timely notice, but reside in the DISTRICT OF RESIDENCE; and

WHEREAS, the DISTRICT OF LOCATION 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. <u>TERM</u>: The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated earlier as provided for in this Agreement.

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

- 1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
 - i. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
 - ii. The DISTRICT OF LOCATION represents and warrants that it has received written consent from the parents of these students listed on Confidential Schedule A to share personally identifiable special education information with the DISTRICT of RESIDENCE.

2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

C. <u>COMPENSATION</u>:

- 1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.
- 2. The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP attached as Schedule "B" in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested and an itemized accounting of the total amount due for the period specified.
- 3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation. Failure to provide the written notice herein shall not preclude the DISTRICT OF RESIDENCE from disputing the costs by the DISTRICT OF LOCATION. Resolution of disputes regarding such cost claims shall be governed by Education Law Section 3602-c and part 177 of the Regulations of the Commissioner of Education and/or any other Regulations of the Commissioner of Education delineating procedures pursuant to Education Law Section 3602-c.

D. <u>TERMINATION</u>.

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school districts governing the provision of special education services pursuant to Education Law 3602-c.

E. 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 OF RESIDENCE: South Country Central School District 189 Dunton Ave East Patchogue, NY 11772

To DISTRICT OF LOCATION: Hauppauge Union Free School District 495 Hoffman Lane Hauppauge, NY 11788

- 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. Enforcement of this Agreement shall be made pursuant to Education Law Section 3602-c and the Regulations of the Commissioner of Education promulgated pursuant thereto.
- 4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration 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.
- 5. 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.
- 6. This Agreement, along with the attached Schedules "A" and "B", 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
- 7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
- 8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation. This Agreement does not provide either party with the right to bring an action for breach of contract. Enforcement shall be made as per paragraph E(3) above.

- 9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
- 10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

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

	DISTRICT OF RESIDENCE		DISTRICT OF LOCATION
Ву:		By:	
	President, Board of Education		David M. Barshay President, Board of Education
	South Country CSD		Hauppauge UFSD
Date:	, 201	Date:	_8/25 ,2015

Schedule A - Bellport High School Item Disposal March 2016

<u>Asset</u>						Acquisition Date	Original Cost (if		
<u>Number</u>	Qty	Asset Description		<u>Model</u>	<u>Number</u>	(if known)	known)	Room #	<u>Building</u>
			Monsam						
none	1	Metal 3 sink unit	Enterprises	none	none	unknown	unknown	outside 133	Bellport High School
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School Year 2016-2017

RESOLUTION (A)

JOINT MUNICIPAL COOPERATIVE BIDDING PROGRAM

WHEREAS, various educational and municipal corporations located within the State of New York desire to bid jointly for generally needed services and standardized supply and equipment items; and

UZIEDEAC 4L.	South Country Central School District	
WHEREAS, the		, an
	pal corporation (hereinafter the "Participant"	
participating with o	ther educational and/or municipal corporatio	ns in the State of New York in
joint bidding in the	areas mentioned above pursuant to General 1	Municipal Law § 119-o and
Education Law Sect	tion 1950; and	

WHEREAS, the Participant is a municipality within the meaning of General Municipal Law § 119-n and is eligible to participate in the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (hereinafter Eastern Suffolk BOCES) Joint Municipal Cooperative Bidding Program (hereinafter the "Program") in the areas mentioned above; and

WHEREAS, the Participant acknowledges receipt of the Program description inclusive of Eastern Suffolk BOCES' standard bid packet and the general conditions relating to said Program; and

WHEREAS, with respect to all activities conducted by the Program, the Participant wishes to delegate to Eastern Suffolk BOCES the responsibility for drafting of bid specifications, advertising for bids, accepting and opening bids, tabulating bids, awarding the bids, and reporting the results to the Participant.

BE IT RESOLVED that the Participant hereby appoints Eastern Suffolk BOCES to represent it and to act as the lead agent in all matters related to the Program as described above; and

BE IT FURTHER RESOLVED that the Participant hereby authorizes Eastern Suffolk BOCES to place all legal advertisements for any required cooperative bidding in <u>Newsday</u>, which is designated as the official newspaper for the Program; and

BE IT FURTHER RESOLVED that a Participant Meeting shall be held annually consisting of a representative from each Program Participant. Notice of the meeting shall be given to each representative at least five (5) days prior to such meeting; and

BE IT FURTHER RESOLVED that an Advisory Committee will be formed consisting of five to ten representatives of Program Participants for a term of three (3) years as authorized by General Municipal Law §119-0.2.j.

BE IT FURTHER RESOLVED that this Agreement with the Participant shall be for a term of one (1) year as authorized by General Municipal Law §119-0.2.j.

BE IT FURTHER RESOLVED that the Participant agrees to pay Eastern Suffolk BOCES an annual fee as determined annually by Eastern Suffolk BOCES to act as the lead agent for the Program.

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South Cou	intry Central School District
Name of Education	nal or Municipal Corporation
	Chris Picini
Name of Official	
Preside	ent, Board of Education
Title	
S	am Gergis, Ed.D.
Contact Person - N	ame
Assistant Superintendent	t for Finance and Management Services
Title	
sgerg	is@southcountry.org
E-Mail Address	

LEASE AGREEMENT

BETWEEN

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

AND

SOUTH COUNTRY FARMS, LLC

THIS LEASE AGREEMENT made and entered into this ____ day of March 2016 by and between the Board of Education of the South Country Central School District ("District"), a school district organized and existing under the laws of the State in which it is situated, with the principal place of business located at 189 North Dunton Avenue, East Patchogue, NY 11772 and South Country Farms, LLC (herein after "Landlord") with offices at 3 Gerard Street, Bellport, New York 11713

WITNESSETH

WHEREAS, the District wishes to lease from the Landlord and the Landlord desires to lease to the District the following described premises: a plot of land adjacent to the animal sheds of South Country Farms, (hereinafter "Farm") located on South Country Road in the Town of Brookhaven NY, as more particularly described in Appendix A attached hereto (hereinafter "Premises"), part of that parcel of land identified on the Suffolk County Tax Map as SCTM: 0200-976.20-03.00-027.002, upon the terms set forth in this Lease Agreement.

1. Term

The term of the lease is to be for the period of twelve (12) months, commencing January 1, 2016 through December 30, 2016, unless terminated earlier by the District as provided for in this Agreement and Lease.

2. Rental Fees

A. The rental per annum shall be FIVE HUNDRED DOLLARS (\$500). Rent shall be payable within thirty (30) days of the commencement of this Lease. The rental paid under this Agreement does not include the costs of operation or maintenance of premises.

3. Conditions Precedent

A. This Agreement is subject to the approval of the Commissioner of Education and shall not become effective until the Commissioner and the New York State Education Department ("SED") have approved this lease pursuant to Section 403-b of the Education Law. In the event approval by the Commissioner of Education has not been obtained by June 30, 2016, this Agreement shall be considered withdrawn and void with no further obligations of either party.

B. This Agreement is subject to approval of the Board of Education and must be signed by the President of the Board of Education subsequent to the Board approving a resolution authorizing this Agreement, before this Agreement shall have any force and effect.

<u>4. Use</u>

- A. Scope of Use. The District may use and occupy the Premises for the purpose of conducting an Educational Program. District, at all times, will have and will provide proper supervision of its personnel, agents, servants, students, visitors and employees in the conduct of its aforesaid use of the Premises.
- <u>B. Real Property Taxes</u>. The Premises and the property of which the Premises form a part are currently exempt from real property taxes. In the event the Premises become subject to real property taxes, Landlord shall immediately notify the District of same. In such event, either party may terminate this Agreement upon ninety (90) days written notice provided to the other.
- <u>C.</u> <u>Condition of the Premises</u>. The District accepts the Premises in "as is" condition, i.e., clean and orderly condition at start of the lease Term.

5. Repairs

A. During the Agreement term, District will be responsible, at District's expense, for the upkeep of the Premises, and will be responsible to the Landlord for any damages to existing buildings used or affected by the District, excepting reasonable wear and tear, as a result of negligence of the District or the negligence of its personnel, agents, servants, visitors or employees.

6. Alterations and Improvements

A. The District understands that the Landlord is party to a conservation easement that, among other things, restricts the number and size of structures that may be placed on the property, and authorizes a third party to object to such construction. The District, at the District's expense, shall have the right, following Landlord's written consent, to add a shed, not larger than 10' x 10' in size, and limited to one story, and to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises from time to time as the District may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. All alterations, repairs and improvements shall be conducted at such times and in such a manner as are acceptable to, and approved by, Landlord. The District agrees to erect a fence surrounding the Premises in the style of existing fences on the Farm. The Landlord shall provide direction as to the style of fence and location. All improvements made by the District shall become the property of the Landlord at the expiration or other termination of this Lease

B. At the expiration or termination of this Lease and upon written directive of the Landlord to the District, the District agrees to remove all property, or such property as is identified by the Landlord, and shall return the leased Premises, at its own expense, to the condition in which it was accepted, reasonable wear and tear excepted. Any alterations or improvements affixed to the

Premises, which are not removed by District at the conclusion of this Agreement, will become the property of Landlord unless it requires that the same be removed, in which case District shall, at its own cost and expense, restore the Premises to its original condition, normal wear and tear excepted.

7. No Liability

A. LANDLORD shall not be liable for any loss or damage or injury to any personal property belonging to the District or brought onto the Premises by the District, or to any personal property of the District's personnel, agents, servants, visitors or employees, or any other person or persons while on the Premises or in any way participating in the use of the Premises whether by being a participant, guest or invitee, irrespective of the circumstances under which, or the manner in which, such loss, damage or injury shall have occurred. The District shall provide the Landlord with affirmative evidence of liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per incident/Three Million Dollars (\$3,000,000.00) in the aggregate, or a commercial umbrella or other coverage encompassing those amounts, and shall name South Country Farms, LLC and Isabella Rossellini as additional insureds.

8. Quiet Possession

Landlord covenants and warrants that upon payment of rent and performance by District of the covenant herein contained, Landlord will keep and maintain District in exclusive, quiet, peaceable, undisturbed and uninterrupted possession of the Premises at all times during the term of this Agreement.

9. Termination

The District may terminate this lease at any time, with or without cause, upon ninety (90) days prior written notice to the Landlord. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, to the following address:

South Country Farms, LLC, 3 Gerard Street, Bellport, New York 11713

With a copy thereof mailed concurrently to:

J. Lee Snead, Esq., Post Office Box 489, Bellport, New York 11713

In the event of an early termination of the Lease by the District, no rebate of the annual

rent shall be due.

10. Notice

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to LANDLORD to:

South Country Farms, LLC, 3 Gerard Street, Bellport, New York 11713,

With a copy concurrently sent to J. Lee Snead, Esq., Post Office Box 489, Bellport, New York 11713

If to District to:

South Country Central School District 189 North Dunton Avenue East Patchogue, NY 11772

Landlord and District shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

11. Compliance with Law

Each party shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to District's use of the Premises including those required by the State Education Department as a result of the use of the premises. In the event that any form of permits, authorization, license or other municipal or governmental approval is required in order that the District's proposed operations may be authorized, the District agrees to allow South Country Farms, LLC to be the applicant therefor, and to utilize counsel or consultants of the Landlord's choosing to obtains such approvals, and that the District shall compensate the Landlord for the services thereof and shall make such payments upon demand as additional rent hereunder.

12. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof.

13. Modification

No modification or amendment of this Agreement or any provision thereof shall be effective unless in writing and signed by both parties.

14. Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year last written below.

South Country Farms, LLC	Board of Education of the South Country Central School District
Isabella Rossellini – Managing Member	Christopher Picini, President Board of Education
Date:	Date:

80-20-275120

eck Date: Feb.05.20	016				Check No: 01411667
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
MPRINV120232	Feb.02.2016	04756470	\$250.00	\$0.00	\$250.00
1			į.		

Vendor Number	Name		Total Discounts	
0001721223	SOUTH CO	UNTRY CENTRAL	\$0.00	
Check Number	Date	Total Amount	Discounts Taken	Total Paid Amount
01411667	Feb.05.2016	\$250.00	\$0.00	\$250.00
0126/0				

7851850

CAPITAL ONE SERVICES, LLC PO BOX 85508 Richmond, VA 23285-5508

Capital One, NA New Orleans, LA 70161

01411667

84-72/652

EXPENSE CHECK ACCOUNTS PAYABLE

DATE	Feb.05.2016
PARALET	

Not Valid after 90 days

****TWO HUNDRED FIFTY AND XX/100 US DOLLAR****

_ DOLLARS S

250.00***

SOUTH COUNTRY CENTRAL 205 BEAVER DAM ROAD BROOKHAVEN, NY 11719

RE.

AUTHORIZED SIGNATURE

	WILLIAM J REYNOLDS RUTH A REYNOLDS	1-108/210	3162
	W1775	DATE 2/26	16
5419.0 CH 81" 8	PAY TO Ball part THE ORDER OF One thousand	High School	\$ 1,000 -
20.10	HSBC (X)		DOLLARS T ROOM TOWN
_	Premier	- X'esiam	Begnolden

Chris Picini, President
Carol Herrmann, Vice President
Rocco DeVito
Lisa Di Santo
Antoinette Huffine
Regina Hunt
Julio Morales
Danielle Skelty
Allison Stines



CHIMICA DIMOUNTIEL

Bellport Senior High School
205 Beaver Dam Road. Brookhaven, NY 11719
631-730-1575 / fax: 631-286-5336 / www.southcountry.org

SUPERINTENDENT OF SCHOOLS

Dr. Joseph Giani

PRINCIPAL Tim Hogan

Assistant Principals
Erika Della Rosa
Daniel Fauvell
Mandy Mazziotti
Bernie Soete

LETTER OF INTENT

Name of Scholarship: Ruth a. Reynolds Music Johola
Name of Donor: William Reynolds + tamble
Address: 7 Bearles Court
Brickhaven, Ny. 11719
Phone Number: 631-560-0640
Please indicate type of award: 1. Money-Amount P 1,000 20.0
Will this be an annual award? Yes One Time Only One Time Only
Would you like to request a Blind List of student's biography be sent to you so you can select the recipient? Yes No, please make the selection Name of person presenting the scholarship on June 6, 2016 at 7:00 P.M. *If you are requesting an Administrator to present, please send the award to Ms. Goodman by Friday, May 20, 2016.
Please return this form to Ms. Goodman (Main Office) at Ballacet III
Donool, 205 Beaver Dam Road, Brookhaven, NY 11719 by
Friday, March 4, 2016.
on behalf of all our graduating seniors in the Class of 2016, we thank you for gour generosity and commitment to education.

The mission of Bellport High School is to provide all students a comprehensive, student-centered academic program in a safe, respectful and responsible school environment.

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

Give Mr. Suprina a high five: Mr. Suprina recently earned funding at DonorsChoose.org for a classroom project called "Recording for Music Education". 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 Mr. Suprina's classroom.

1. H4nSP Handy Recorder quantity 1, \$199.99 each

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

If Mr. Suprina 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. Mr. Suprina inspired donations from:

Bsd FF *has given to your school 3+ times! Cards Against Humanity (Illinois) *has given to your school 3+ times!

See why these donors gave at http://www.donorschoose.org/project/recording-for-music-education/1853736/.

134 West 37th Street, 11th Floor New York, NY 10018
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. Pettit got funding for her classroom

Give Mrs. Pettit a high five! Mrs. Pettit recently earned funding at DonorsChoose.org for a classroom project called "Make Yourself at Home with Cozy Reading Furniture". 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. Pettit's classroom.

- 1. YINGGG Mini Emoji Cushion Pillow, Set of 8 \dots quantity 1, \$15.99 each
 - 2. Relaximals Owl Kids Reading Pillow quantity 1, \$34.95 each
 - 3. Relaximals Frog Kids Reading Pillow quantity 1, \$29.97 each
 - 4. Relaximals Monkey Kids Reading Pillow quantity 1, \$34.95 each
 - 5. Relaximals Cat Kids Reading Pillow quantity 1, 532.33 each
 - 6. P'Kolino Little Reader Chair, Light Blue quantity 1, \$39.99 each
- Catskill Craftsmen Tabletop Book Rack, Natu... quantity 5, \$32.52
 - 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. Pettit when packages arrive.

If Mrs. Pattit 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. Pettit inspired donations from:

Copozzi Family (New York)
Anna Gonzalez *has given to your school 3* times!
Bsd FF *has given to your school 3* times!

See why these donors gave at http://www.donorschoose.org/project/make-yourself-at-home-with-cozy-reading/1869912/.

134 West 37th Street, 11th Floor | New York, NY 10016 www.donorschoose.org | principals@donorschoose.org | 212-239-3615

HEALTH AND WELFARE SERVICE AGREEMENT

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THIS AGREEMENT is made this <u>first</u> day of <u>July</u> 2015, by and between the SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT ("SOUTH HUNTINGTON"), as the party of the first part, having its principal place of business at 60 Weston Street, Huntington Station, NY 11746, and the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT as the party of the second part, having its principal place of business at 189 Dunton Avenue, East Patchogue, NY 11772.

WITNESSETH

WHEREAS, the SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT has been duly empowered by the provision of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in the South Country Central School District and attending non-public schools in the SOUTH HUNTINGTON Union Free School District;

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

- 1. This Agreement shall take effect on the first day of July 2015, for the period of September 1, 2015 through June 30, 2016, and terminate on June 30, 2016, unless terminated earlier in accordance with the terms set forth herein.
- 2. SOUTH HUNTINGTON warrants that the health care services will be provided by licensed health care providers. SOUTH HUNTINGTON further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable. SOUTH HUNTINGTON further represents that such health care services will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, regulations, including, Section 912 of the Education Law, and the student's IEP, if applicable. SOUTH HUNTINGTON shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations, and orders.
- 3. SOUTH HUNTINGTON understands and agrees that it will comply and is responsible for complying with all applicable Federal, State and local statutes, rules and ordinances, with respect to the services herein described.
- 4. SOUTH HUNTINGTON shall provide the following health and welfare services, consisting of, but not limited to the following:

Nurse Services
Physician Evaluation
School Speech Correction Evaluation
School Psychological Evaluation
Maintain Health Records

Notification of Parents Regarding
Defects and Follow-Up
Vision and Hearing Screenings
Furnish First Aid Supplies
Provision of Medical Equipment
Required by School Nurse/Physician

The party of the second part shall furnish the equipment to be used in providing such services if requested by the authorities in charge of the non-public school(s). It is expressly understood and agreed between the parties that the services to be provided pursuant to this

personnel available to South Country CSD for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. South Country CSD shall notify SOUTH HUNTINGTON of the need for its presence at these meetings no later than twenty-one (21) days before the date of the meeting. Copies of all reports, testing and observation reports prepared in connection with this Agreement shall be furnished to South Country CSD upon request.

- 5. In full consideration for the services to be rendered by SOUTH HUNTINGTON to South Country CSD for the period of this Agreement, upon presentation of an invoice by SOUTH HUNTINGTON evidencing the allocation of such costs in accordance with the terms set forth herein, South Country CSD will pay SOUTH HUNTINGTON at the rate of \$790.86 per student for the period of September 2015 through June 2016. SOUTH HUNTINGTON shall immediately notify the South Country Central School District if a student is no longer receiving the services as described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.
- 6. South Country CSD shall obtain whatever releases or other legal documents that are necessary in order that SOUTH HUNTINGTON may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on South Country CSD.
- 7. South Country CSD agrees to provide the State access to all relevant records which the State requires to determine either SOUTH HUNTINGTON's or South Country CSD's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. South Country CSD agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.
- 8. 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.
- 9. South Country CSD, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. South Country CSD, its employees, and 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. South Country CSD further agrees that any information received by South Country CSD, its employees, and agents in connection with this Agreement which concerns the personal, financial, or other affairs of SOUTH HUNTINGTON, its employees, agents, clients, and/or students will be treated by South Country CSD, its employees, and agents in full confidence and will not be revealed to any other persons, firms, or organizations. 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 Family Educational Rights and Privacy Act ("FERPA").
- 10. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and SOUTH HUNTINGTON will undertake no additional expenditures not already provided. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to South Country CSD must be completed by SOUTH HUNTINGTON, its employees, and/or agents within thirty (30) days of the termination date.

11 Services provided pursuant to this agreement shall be provided without regard to race

- 12. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to: SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT, 60 Weston Street, Huntington Station, New York 11746
- 13. The parties shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the non-assigning party.
- 14. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Agreement shall remain in full force and effect.
- 15. This Agreement constitutes the full and complete Agreement between SOUTH HUNTINGTON and South Country CSD, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.
- 16. The undersigned representative of South Country CSD hereby represents and warrants that the undersigned is an officer, director, or agent of South Country CSD with full legal rights, power, and authority to enter into this Agreement on behalf of South Country CSD and bind South Country CSD with respect to the obligations enforceable against South Country CSD in accordance with terms.

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

\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \				
Ву:	By:			
Printed Name: Jim Kaden	Printed Name:			
Title: President of Board of Education	Title:			
Date: March 2016	Date:			
APPROVAL OF SUPERINTENDENT I have examined the above contract and hereby approve the same.				
By:	By:			
David P. Bennardo				
Date: March 2016	Date:			

Issue Date 03/02/2016



SOUTH HUNTINGTON UFSD ADMINISTRATION BUILDING 60 WESTON STREET HUNTINGTON STATION, NY 11746-4098

Invoice Number 323-16A

INVOICE

Issued To:

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT 189 N. DUNTON AVE EAST PATCHOGUE, NY 11772

055892

Item Number	Item Description	Amount
	HEALTH SERVICES FOR STUDENTS ATTENDING NON-PUBLIC SCHOOLS LOCATED IN THE SOUTH HUNTINGTON UFSD FOR THE 2015-2016 SCHOOL YEAR.	14,235.48
	ST. ANTHONY'S HIGH SCHOOL - 17 STUDENTS @ \$790.86=\$13,444.62	
	LONG ISLAND SCHOOL FOR THE GIFTED - 1 STUDENT @ \$790.86 \$790.86 1.0000 @ 14,235.4800 per Each	
	ę.	
		1-m
	Invoice Total	14,235.4

PLEASE MAKE CHECK PAYABLE TO SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT - GENERAL FUND. IF YOU HAVE ANY QUESTIONS REGARDING THE ABOVE, PLEASE CALL SUSAN SEDACCA AT 631-812-3004.

HEALTH SERVICES 15-16 BREAKDOWN

<u>Description</u>	<u>Code</u>	<u>Amount</u>
Nurses Speech Psychologists Social Workers Fringe Benefits Supplies/Equipment/Contractual	poscode 42RN poscode 20ST poscode 20PS POS CODE 20SW 30%	1,019,008.14 1,431,733.57 1,373,842.80 1,107,136.10 4,931,720.61 1,479,516.18 105,047.61
St. Anthony's 2056.50 LISG 205 SHS 5978	Total Costs Enrollment	6,516,284.40 8239.5
	Cost/Student	790.86
Professional Services Supplies/Equipment/Contractual	6,411,236.79 105,047.61	778.11 12.75
	Total Per Student	790.86 / 130 130 98

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, 2016 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.

WITNESSETH

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, 2016 through June 30, 2017 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. <u>SERVICES AND RESPONSIBILITIES:</u>

- 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.

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- 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.
- 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. <u>COMPENSATION:</u>

- 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. <u>MISCELLANEOUS</u>

1. <u>Termination</u>

- 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. <u>Defense / Indemnification</u>

- 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:

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.

DISTRICT

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- Paura Verra	
By: Laura Pepper	By:
AUP of Finance	President, Board of Education
156061 das 3 23 2016	

SCHEDULE A

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

Name of Student(s)	Date of Birth

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, 2016 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 Harmony Heights (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at PO Box 569, Oyster Bay, New York, 11771.

WITNESSETH

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, 2016 through June 30, 2017 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. <u>SERVICES AND RESPONSIBILITIES:</u>

- 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. <u>COMPENSATION:</u>

- 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. <u>MISCELLANEOUS</u>

1. <u>Termination</u>

- 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. <u>Defense / Indemnification</u>

- 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:

Harmony Heights

PO Box 569

Oyster Bay, NY 11771

- 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.

DISTRICT

	3333333
Jeen Berson	
By:	By:
	President, Board of Education

156061 das

SCHOOL

SCHEDULE A

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

Name of Student(s)	Date of Birth	
		_
		_
DX		_
		_
		_

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 ______, 2016, 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.

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. <u>TERM</u>

The term of this Agreement shall be from July 1, 2016 through June 30, 2017, 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. <u>SERVICES AND RESPONSIBILITIES:</u>

- 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.
- 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.
- 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. <u>Insurance</u>

- 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. <u>COMPENSATION</u>:

1. The 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. <u>MISCELLANEOUS</u>

1. <u>Termination</u>

- 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. <u>Independent Contractor:</u>

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.

- b. Neither RECEIVING DISTRICT 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. SENDING 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. <u>Defense / Indemnification</u>

- a. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING 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 RECEIVING 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.
- b. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING 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 SENDING 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.
- 4. <u>Notices</u>: 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 Sending District:

South Country CSD

189 Dunton Avenue

East Patchogue, NY 11772

To Receiving District:

Little Flower UFSD

2460 North Wading River Road

Wading River, NY 11792

- 5. <u>Assignment</u>: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 6. <u>No Waiver</u>: 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. <u>Severability</u>: 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. <u>Governing Law</u>: 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. <u>Venue</u>: Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
- 10. <u>Entire Agreement</u>: 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. <u>Amendment</u>: This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
- 12. <u>Execution</u>: 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:		Dev	Cynthra Stechowski	-
By.	President, Board of Education	Ву:	·	
	President, Board of Education		President, Board of Education	

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

This Agreement is entered into this ______day of ______, 2016 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. <u>TERM</u>

The term of this Agreement shall be from July 1, 2016 through June 30, 2017 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. <u>COMPENSATION:</u>

- 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.

- 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	
Executive Director	By: President, Board of Education	- n

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, 2016 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 Greenburgh Academy, New Castle Union Free School District (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 71 South Broadway, Dobbs Ferry, NY 10522.

WITNESSETH

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. <u>TERM</u>

The term of this Agreement shall be from July 1, 2016 through June 30, 2017 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. <u>SERVICES AND RESPONSIBILITIES:</u>

- 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.
- 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. <u>COMPENSATION:</u>

- 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.
- 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. <u>MISCELLANEOUS</u>

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. <u>Defense / Indemnification</u>

- 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:

Greenburgh Academy

New Castle Union Free School District

71 South Broadway Dobbs Ferry, NY 10522

- 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.

DISTRICT

President, Board of Education

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	Dr Rubert Maner		

156061 das

SCHOOL

SCHEDULE A

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

Date of Birth

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 _____2016 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 Little Angels Center, Inc. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 235 Blue Point Avenue, Blue Point, NY 11715.

A. <u>TERM</u>

The term of this Agreement shall be from July 1, 2016 through June 30, 2017 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 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.
- 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. <u>INSURANCE</u>:

- 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.
- 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. <u>MISCELLANEOUS</u>

1. <u>Termination</u>:

- 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. <u>INDEPENDENT CONTRACTOR:</u>

- 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:

Little Angel

235 Blue Point Avenue Blue Point, NY 11715

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.

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT	
Date:	



Proposal for Services July 2016-June 2017

Schedulo A

This proposal made between Little Angels Center, Inc., 235 Blue Point Avenue, Blue Point, New York 11715, hereinafter referred to as the "Agency" and South Country Central School District, hereinafter referred to as the "School". The terms of this proposal shall extend from July 1, 2016 to June 30, 2017

The Agency will provide the District with licensed and qualified speech, occupational and physical therapists, special educators, vision therapists and social workers.

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

Speech:

- \$40 per individual 30 minute session (home and community)
- \$38 per individual 30 minute session (in district)
- \$59 per group of 2-5 students (office or district)
- \$195 per evaluation
- PROMPT therapy \$50 per 30 minute session
- PROMPT evaluation \$300 per evaluation
- \$1,000 per Augmentative/Alternative Communication Evaluation
- Physical Therapy/Occupational Therapy/Vision Therapy/Counseling:
 - \$45 per individual 30 minute session within the school district.
 - \$45 per individual 30 minute session at our Blue Point or Islip Terrace office or in the community.
 - \$59 per group session (office or district)
 - \$195 per initial evaluation

Special Instruction: \$65 per hour

ABA/Parent Training/Consulting: \$85 per hour

Thank you for your consideration in this matter. We look forward to a continued positive working relationship with the South Country Central School District.

Sincerely,
Laura A. Rogacki, M.S., CCC-SLP

Executive Piractor Your "Little Angel" Soan to New Heights

235 Blue Point Avenue, Blue Point 631-363-5794 • 66 Austin Blvd., Commack 631-864-2784 96 East Main Street, East Islip 631-650-6545 • 12 Platinum Court, Medford 631-868-3577 1660 Rt. 112 Suite G, Port Jefferson Station 631-509-0260 littleangelscenter@yahoo.com

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 _____2016, 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 Home Care Therapies, LLC, dba Horizon Healthcare Staffing (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 20 Jerusalem Avenue, 3rd Floor, Hicksville, New York 11801.

A. <u>TERM</u>

The term of this Agreement shall be from July 1, 2016 through June 30, 2017 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 set forth on the attached Schedule "A" in accordance with the request(s) 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), Section 504 Accommodation Plan, and/or Individual Health Services Plan (as applicable), as may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of the foregoing.
- 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. Upon execution of this Agreement, at the request of the DISTRICT, 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, and at no additional cost.
- 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 receive copies of the 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).
- 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.
- 17. School District agrees not to directly or indirectly hire, or use the services of any Clinician assigned by Horizon within one (1) year after the last date of the assignment without written permission from Horizon. In the event School District either: (i) employs any Clinician on a permanent or temporary basis, (ii)

uses any Clinician's services in a consulting or freelance capacity, or (iii) uses any Clinician's services through another staffing company, School District agrees to pay Horizon a referral fee of \$5,000.

In the event one particular Clinician is utilized more than an accumulated 1170 hours through Horizon, Horizon will waive referral fees if School District chooses to hire the individual directly.

C. <u>COMPENSATION</u>:

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.
 - * If the services provided pursuant to this Agreement are covered by Medicaid, CONSULTANT shall bill Medicaid directly for such services, and will accept the Medicaid reimbursement as payment in full for such services.
- 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. <u>MISCELLANEOUS</u>

1. <u>Termination:</u>

- 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. <u>Independent Contractor</u>:

- 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. <u>Defense / Indemnification</u>

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, NY 11772

To Consultant:

Horizon Healthcare Staffing

20 Jerusalem Ave.

3rd Floor

Hicksville, NY 11801

- 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.

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

CONSULTANT	DISTRICT
- Remaine Fuleston	
By: 3/24/16	By:
	President Roard of Education

Payment for Horizon Services:

A. The following hourly rates apply for nursing services*: RN₈

RNs

\$47.50/hr - health office coverage/field trips

I.PNe

\$48/hr - 1:1 (skilled nursing services for a special needs student) \$38.50/hr

CNAs

\$21/hr

Paraprofessionals

\$19/hr

StudentTransportation ONLY \$67/hr (one hour minimum each way)****

*This service is only for students needing a nurse on the bus ride to and from school and NOT in school during the day.

If a nurse must stay beyond the scheduled school hours due to an emergency involving the health and well being of a student, Horizon reserves the right to bill School District for the extra time

If the same nurse works at School District more than 40 billable hours during any week, Horizon will bill 1.5 times the rates above to account for overtime.

The minimum daily school or trip assignment is four hours. Assignments or trips fasting less than four hours will be billed for the entire four hours.

Visits for specific medical procedures will be billed at the visit rate of \$70/visit.

B. The following session rates apply to therapy services:

Occupational Therapist

\$75 per student in 30-minute session* for 1 or 2

(OT)

students at one site

\$45 per student in a 30-minute session* for 3 or

more students at one site

\$37.50 per student in a group of 5:1

\$145 per evaluation \$135 per consult \$125 per screening

Physical Therapist

\$75 per student in a 30-minute session* for 1 or 2

students at one site

\$45 per student in a 30-minute session* for 3 or

more students at one site

\$37,50 per student in a group of 5:1

\$145 per evaluation \$135 per consult \$125 per screening

Speech/Language Therapist

(ST)

\$80 per student in a 30-minute session* for 1 or 2

students at one site

\$52 per student in a 30-minute session* for 3 or

more students at one site \$40 per student in a group of 5:1

\$175 per evaluation \$155 per consult \$140 per screening

Therapy Services - Hourly Rates

- The hourly rate for PT, OT and SP services is \$85 per hour**. There is a four hour minimum for the assignment
- If the same therapist works at the School District more than 40 billable hours in the same week, Horizon will bill 1.5 times the rate above to account for overtime.
- The minimum daily assignment is four hours. School District will be billed for four hours even if students do not attend their session and the therapist is on the premises.

^{*}Mandates of more than 30 minutes will be prorated.

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Administrative Offices 189 Dunton Avenue East Patchogue, New York 11772 (631) 730-1500

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this _____ day of June, 2016 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 Developmental Disabilities Institute (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 99 Hollywood Drive, Smithtown, New York 11787.

WITNESSETH

WHEREAS the DISTRICT is authorized under the Education Law to contract with private 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 CONSULTANT is a registered nonpublic school chartered by the Board of Regents of the University of the State of New York as a non-profit educational corporation authorized to establish, conduct, operate, and maintain an educational program for children with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2016 through June 30, 2017 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 educational services to those students listed on the attached "Schedule A" in accordance with Part 200 of the Regulations of the Commissioner of Education and applicable law.
- 2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing and at the times, frequency, and for the period therein specified. Payment for students added or removed shall be prorated for the period during which services were rendered.
- 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.

- 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, including those related to the discipline of students with disabilities.
- 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. To the extent applicable, 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 shall be responsible for orientation and training of its own staff. 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.
- 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. 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.
- 15. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
- 16. CONSULTANT shall maintain its status as an approved school for the education of children with disabilities. Failure to do so shall render this agreement void. The DISTRICT shall not be responsible for services rendered during any period in which CONSULTANT has failed to maintain its status.
- 17. CONSULTANT shall maintain monthly attendance records which shall be submitted to the District quarterly. In the event a student is absent from instruction for a period of (5) consecutive days or more, the student's record shall indicate the reason for said absences. Authorized absences include sickness, family emergency, or the death of an immediate family member. CONSULTANT shall notify the District immediately in the event the student has an unauthorized absence of (5) days or more. CONSULTANT shall not discharge a student without prior authorization of the DISTRICT.

18. 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.

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 for services in accordance with the terms of the attached "Schedule A", incorporated by reference herein and made a part of this agreement. Any adjustment in the tuition rate set forth in Schedule "A" approved by the Commissioner of Education shall be applied to the next and all subsequent invoices following receipt by CONSULTANT of such determination by the Commissioner. The furst adjusted bill shall include documentation from the Commissioner of such change. Any change shall be applied retroactively.
- 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 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.
- 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.
- 5. 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:

Superintendent of Schools

South Country CSD 189 Dunton Ave.

East Patchogue, New York 11772

To Consultant:

Developmental Disabilities Institute

99 Hollywood Drive

Smithtown, New York 11787

- 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: SOHD HESCARD	By:
EXECUTIVE DIRECTOR	

SCHEDULE A

Student Name	DOB	Program Level	Service Period	Est. Cost
ľ				
			1	

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 Is day of March, 2016 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.

WITNESSETH

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. <u>TERM</u>:

1. The term of this Agreement shall be from July 1, 2016 through June 30, 2017, 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>CONDITIONS</u>:

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

- 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. <u>REPRESENTATIONS</u>:

- 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. <u>COMPENSATION:</u>

- 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 DISTRIC 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.

3. The DISTRICT shall pay AHRC within thirty (30) days of receipt of each invoice by the DISTRICT.

F. <u>INSURANCE</u>:

1. AHRC, 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 DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by AHRC, its officers, agents, or employees in connection with the performance of AHRC 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 DISTRICT in the event of cancellation or non-renewal. Upon request, AHRC shall supply the DISTRICT with a copy of said policy / policies.

G. <u>TERMINATION</u>:

- 1. Either the DISTRICT or AHRC 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.
- 3. In the event the DISTRICT or AHRC 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, addressed as follows:

To DISTRICT:

South Country CSD 189 Dunton Ave. East Patchogue, NY 11772 To AHRC:

AHRC Suffolk 2900 Veterans Memorial Highway Bohemia, NY 11716

I. <u>SUCCESSORS AND ASSIGNS:</u>

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

J. <u>WAIVER OF RIGHTS</u>

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. <u>SEVERABILITY</u>

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. <u>GOVERNING LAW</u>

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. <u>ENTIRE AGREEMENT:</u>

- 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
Milleamorrance	
By: William Leonardi Chief Executive Officer	Ву:
Date3/18/16	Date

SCHEDULE A

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

Name of Student(s)	Date of Birth	ESY Eligible
0 - 43		

South Country Central School District <u>Budget Transfer Request Form</u>

Requested By	Date	Transfer #
Sam Gergis	3/30/16	

Account from	Account Title	Amount	Account to	Account Title	Amount
A2250.471-00	Foster Tuition – Sp Ed	\$57,281.00	A2250.470-00	Handicapped Tuition	\$107,281.00
A2250.473-00	Payments to Charter Schools – Sp Ed	\$50,000.00			

Please explain the reason fo	r the above transfer request
District share of DSS expense	es
Recommended by:	Assistant Superintendent for Business/Business Administrator
Approved by: for transfers greater than \$5,000	President, Board of Education

MEMORANDUM OF AGREEMENT

Except as modified herein, the collective bargaining agreement between the Board of Education of the South Country Central School District and the Bellport Teachers' Association Affiliate, expiring on August 31, 2016, shall remain in full force and effect.

This memorandum shall be subject to ratification by the Board of Education and the membership of the Unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

- i. Term September 1, 2016 through August 31, 2019
- 2. Salary Article IV Paragraph A Delete and substitute:

For 16/17 - members will receive a .5% base salary increase plus increment

For 17/18 - members will receive a 1.5% base salary increase plus increment

For 18/19 - members will receive a 1.5% base salary increase plus increment

3. Longevity - Article IV - Paragraph Q - Delete and substitute as follows:

Effective September 1, 2016

Unit members will receive a longevity stipend of \$850 following completion of ten (10) years of actual paid service to the district and shall receive said amount at the completion of eleven (11), twelve (12), thirteen (13) and fourteen (14) years of actual paid service in the district.

Unit members will receive a longevity stipend of \$1,150 at the completion of fifteen (15) years of actual paid service in the district and shall receive said amount at the completion of sixteen (16), seventeen (17), eighteen (18) and nineteen (19) years of actual paid service in the district.

Unit members will receive a longevity stipend of \$1,450 at the completion of their twenty (20) years of actual paid service to the district and shall receive said amount at the completion of all subsequent years of actual paid service in the district.

Effective September 1, 2017

Unit members will receive a longevity stipend of \$950 following completion of ten (10) years of actual paid service to the district and shall receive said amount at the completion of eleven (11), twelve (12), thirteen (13) and fourteen (14) years of actual paid service in the district.

Unit members will receive a longevity stipend of \$1,250 at the completion of fifteen (15) years of actual paid service in the district and shall receive said amount at the completion of sixteen (16), seventeen (17), eighteen (18) and nineteen (19) years of actual paid service in the district.

Unit members will receive a longevity stipend of \$1,550 at the completion of their twenty (20) years of actual paid service to the district and shall receive said amount at the completion of all subsequent years of actual paid service in the District.

Effective September 1, 2018

Unit members will receive a longevity stipend of \$1,050 following completion of ten (10) years of actual paid service to the district and shall receive said amount at the completion of eleventh (11), twelve (12), thirteen (13) and fourteen (14) years of actual paid service in the district.

Unit members will receive a longevity stipend of \$1,350 at the completion of fifteen (15) years of actual paid service in the district and shall receive said amount at the completion of sixteen (16), seventeen (17), eighteen (18) and nineteen (19) years of actual paid service in the district.

Unit members will receive a longevity stipend of \$1,650 at the completion of their twenty (20) years of actual paid service to the district and shall receive said amount at the completion of all subsequent years of actual paid service in the district.

4. <u>Article IV - Compensation and Benefits - Paragraph D - Sick Days - Third Paragraph - Second Sentence - Delete "15 years" and substitute "10 years";</u>

Third Paragraph — Add: Effective September 1, 2016 and thereafter, the maximum payout is for 50 days (e.g., a member who accrues 60 days would be paid for 30 days; a member who accrues 100 days, would be paid for 50 days; a member who accrues 120 days would be paid for 50 days).

Paragraph N – Add – Effective September 1, 2016 and thereafter, any unit member who possesses a valid New York State Teaching Assistant Certificate will receive the greater of \$115 or \$50 plus their per diem rate when serving as a substitute teacher.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as delineated below:

Dated: 2.26.16

Bv:

JOSEPH GANI

Superintendent of Schools

Dated: 2-26-16

By:

DEBRA JONES