# SOUTH COUNTRY CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION BUSINESS MEETING

#### CENTRAL OFFICE

#### WEDNESDAY, APRIL 20, 2016

The meeting will begin at 6:30 p.m., for the possible purpose of considering a motion to enter executive session to discuss negotiations with CSEA and SCAA. 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 6, 2016-pg. #3
  - 2. Treasurer's Report- March, 2016-pg. #7
- D. Communications and Announcements
  - 1. Superintendent's Report
  - 2. Trustee and Advisory Committee Reports (if any)
- E. Public Commentary (Agenda Items Only)
- F. Items for Discussion/Action
  - 1. Budget Presentation: Budget Adoption- pg. #28
  - 2. Approve Property Tax Report Card- pg. #33
  - 3. Waive policy readings and adopt revised Policy 5710- pg. #34
  - 4. Second Reading: Policy 3410- pg. #35
  - 5. Second Reading: Policy 5590- pg. #37
- G. Board Consent Agenda Curriculum and Instruction-pg. #38
  - 1. CSE/SCSE Minutes- pg. #40
  - 2. CPSE Minutes- pg. #42

- H. Board Consent Agenda Personnel- pg. #43
  - 1. Resignations
  - 2. Non-Instructional New Appointments
  - 3. Salary Schedule
  - 4. Additional Work
  - 5. Extra Duties Assignment
  - 6. Substitutes
- I. Board Consent Agenda Business- pg. #45
  - 1. Consultant Services Contract- Dr. Gravity Goldberg, LLC- pg. #46
  - 2. Consultant Services Contract- Dr. Nicki Newton Education Solutions- pg. #51
  - 3. Consultant Services Contract- Complete Rehabilitation PT OT of the Hamptons- pg. #56
  - 4. School Services Contact-Julia Dyckman Andrus Memorial, Inc., dba Andrus Children Center- pg. #64
  - 5. Consultant Services Contract- The Institute of Children with Autism and Related Disorders- pg. #72
  - 6. Consultant Services Contract- SCO Family of Services-Madonna Heights- pg. #78
  - 7. Consultant Services Contract- Da Vinci Education and Research- pg. #86
  - 8. Consultant Services Contract- Jeffrey Korn- pg. #94
  - 9. Consultant Services Contract- Management and Advisory Group Special Services, Inc. pg. #99
  - 10. Consultant Services Contract- Out East Therapy of New York- pg. #104
  - 11. Consultant Services Contract- Creative Tutoring, Inc. pg. #112
- J. Public Commentary (Non-Agenda Items)
- K. Closing Remarks by Board Members
- L. Adjournment

## BUSINESS MEETING PAGE 070 APRIL 6, 2016 SOUTH COUNTRY CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION MINUTES

#### A. CALL TO ORDER

Board Vice President, Carol Herrmann, 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 Regina Hunt

Lisa Di Santo Julio Morales (arrived 7:05 pm)

Carol Herrmann Danielle Skelly Antoinette Huffine (arrived 7:05 pm) Allison Stines

Natalie Maida, Student Ex-Officio Member

**Board Members Absent:** Chris Picini

<u>Others Present</u>: Superintendent Dr. Joseph Giani, Nelson Briggs, Dr. Sam Gergis, Dr. Cheriese Pemberton, Sara Cioffaletti, Tim Hogan.

#### **EXECUTIVE SESSION**

A motion (Stines / DeVito) to convene to executive session at 7:00 p.m. to discuss a due process complaint and a student issue.

VOTE: Motion carries unanimously. 6-Yes, 0-No, Absent (Huffine, Morales, Picini).

Public session reconvened at 7:40 pm.

Trustee Morales led all present in the Pledge of Allegiance.

## B. EMERGENCY EVACUATION PROCEDURES / SMOKE FREE SCHOOL DISTRICT

Mrs. Herrmann 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. She also stated the District's policy on public commentary.

#### C. BOARD CONSENT AGENDA -APPROVALS

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

- 1. Minutes- Business Meeting of March 9, 2016
- 2. Minutes- Public Hearing of March 23, 2016
- 3. Minutes- Workshop Meeting of March 23, 2016
- 4. Claims Report-March, 2016
- 5. Treasurer's Report-February, 2016
- 6. Amendment to Due Process Complaint

**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the law firm of Guercio & Guercio, LLP to amend the District's due process complaint/demand for an impartial hearing against the parent of the student named in Schedule "A" on behalf of the Board of Education.

VOTE: Motion carries unanimously. 8-Yes, 0-No, Absent (Picini).

## **BUSINESS MEETING PAGE 071 APRIL 6, 2016**

## D. COMMUNICATIONS AND ANNOUNCEMENTS

- 1. Superintendent's Report
  - The Grand Opening of the Family Engagement Center will take place this Friday, April 8th at 4:00 pm.
- 2. Student Recognition-Robotics Team
  - Dr. Giani recognized the High School Robotics Team, who competed for the first time in the Robotics Regional Competition at the Jacob Javits Center in NYC. Competing against teams from New York State and around the world, Bellport earned 17th place out of a field 66 teams. Principal Hogan introduced the team members, who gave a demonstration of their work and were presented with certificates. Thank you to all involved.

#### 3. Trustee and Advisory Committee Reports

- Bellport High School had great participation in their Class Olympics.
- The High School Student Council is still looking for sponsors and volunteers for their 5K race, scheduled for May 18th.
- The Brookhaven and High School PTAs are jointly sponsoring a 5K Run this Saturday, April 9th.
- Thanks to all involved with the Easter Egg Hunt. They did a nice job with vendor tables and raffles.

## E. PUBLIC COMMENTARY (Agenda Items Only)

None.

#### F. ITEMS FOR DISCUSSION/ACTION

- 1. Dr. Giani gave a Budget Presentation on Expenses & Revenue Update.
- 2. First Reading: Policy 3410: Development of District Code of Conduct.
- 3. First Reading: Policy 5590: Use of the Distict Credit Card.

# G. BOARD CONSENT AGENDA - CURRICULUM AND INSTRUCTION

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

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

VOTE: Motion carries unanimously. 8-Yes, 0-No, Absent (Picini).

## H. BOARD CONSENT AGENDA - PERSONNEL

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

- 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

VOTE: Motion carries unanimously. 8-Yes, 0-No, Absent (Picini).

## **BUSINESS MEETING PAGE 072 APRIL 6, 2016**

#### I. BOARD CONSENT AGENDA – BUSINESS

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

- 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

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

WHEREAS, the South Country Central School District, an educational/municipal corporation (hereinafter the "Participant") is desirous of selectively participating with other educational and/or municipal corporations in the State of New York in joint bidding in the areas mentioned above pursuant to General Municipal Law § 119-0 and Education Law Section 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 Newsday, 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.

- 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)

#### **BUSINESS MEETING PAGE 073 APRIL 6, 2016**

- 18. Instructional Services Contract with AHRC Suffolk (2016-2017)
- 19. Budget Transfer Request
- 20. BTAA Contract

VOTE: Motion carries unanimously. 8-Yes, 0-No, Absent (Picini).

## J. PUBLIC COMMENTARY (NON-AGENDA ITEMS)

None.

#### K. CLOSING REMARKS BY BOARD MEMBERS

- Very impressed by the success of the Robotics Team. Excited to see what next year will bring.
- Thank you to Capital One, William Reynolds and DonorsChoose.org for their generous donations to our programs.
- Plan for the use of South Haven School.
- Suggestion to look into reducing class size.
- Encourage all to attend the High School Variety Show on April 15th and 16th.

#### L. ADJOURNMENT

A motion (Skelly / Stines) to adjourn the meeting at 8:40 pm:

VOTE: Motion carries unanimously. 8-Yes, 0-No, Absent (Picini).

Respectfully submitted,

Nancy Poulos

Nancy Poulos District Clerk

Attachments

# SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

# FINANCIAL REPORTS March 2016

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# **South Country CSD** Treasurer's Report 3.01.16 - 3.31.16

			South Cou	ntry CSD		10002	A 120 C
			Treasurer'	s Report		Chupty M	Johnson
		1	3.01.16 -	3.31.16		Chustu m	4/11/16
ACCOUNT &	PREVIOUS	RECEIPTS	DISBURSE	NEW DISTRICT	BANK STATEMENT	OUTSTANDING	NET
LOCATION	BALANCE			BALANCE	BALANCE	CHECKS / (DIT)	BALANCE
GENERAL FUND ACCOUN	rs						
GENERAL FUND-MMA	24,410,098.32	2,313,488.20	2,000,000.00	24,723,586.52	24,723,586.52	0.00	24,723,586.52
GEN.FUND-FLUSHING INV	1,716.88	0.36	0.00	1,717.24	1,717.24	0.00	1,717.24
GEN.FUND-FNBLI MM	11,925,628.31	3,030.31	0.00	11,928,658.62	11,928,658.62	0.00	11,928,658.62
GEN.FUND-FNBLI CHKG	2,000,000.00	0.00	0.00	2,000,000.00	2,000,000.00	0.00	2,000,000.00
GENERAL FUND-CAP ONE	1,654,717.95	18,346,392.74	7,419,029.00	12,582,081.69	13,106,077.11	523,995.42	12,582,081.69
		TOTAL GENERAL FUND ACC	COUNT	\$ 51,236,044.07			
TRUST & AGENCY ACCOU	NTS						
PAYROLL-CAP ONE	58,189.09	2,664,999.43	2,664,999.43	58,189.09	86,066.42	27,877.33	58,189.09
TRUST & AGENCY-CAP ON	136,392.24	4,518,102.72	4,519,471.23	135,023.73	176,286.36	41,262.63	135,023.73
		TOTAL AGENCY		\$ 193,212.82		·	
SPECIAL AID ACCOUNTS							
FEDERAL-CAP ONE	180,149.70	200,000.00	371,577.12	\$ 8,572.58	99,942.66	91,370.08	8,572.58
CAFETERIA ACCOUNTS							
CAFETERIA-CAP ONE	64,917.75	151,493.28	135,843.71	\$ 80,567.32	76,885.89	(3,681.43)	80,567.32
CAPITAL ACCOUNTS							
CAPITAL CHKG-CAP ONE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		TOTAL CAPITAL FUND		<u>-</u>			
		Total Cash Balances		\$ 51,518,396.79			
	***ALL BANK RECONCILIA	ITIONS ARE AVAILABLE FOR II	NSPECTION IN THE BUSI	NESS OFFICE			





## 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	16,179,124.62 2,000,000.00 0.00 6,105.97 0.00 0.00 27,063.13 17,210.68 0.00 111,146.52 890.00	GENERAL FUND FEDERAL CAFETERIA MISC	4,388,810.22 109,583.11 18,464.39 1,245.00	GENERAL	200,000.00
INTEREST BUILDING USE	3,816.82 1,035.00		4,518,102.72		200,000.00
	18,346,392.74				
PAYROLL		CAFETERIA		GENERAL FUND-MN	IA/C
TRUST & AGENCY	2,664,999.43	GENERAL FUND FOOD SALES MEAL PAY PLUS COMMISSIONS	100,000.00 38,616.50 12,372.78 504.00	BROOKHAVEN	2,313,488.20
•	2,664,999,43		151,493.28		2,313,488.20





# REVENUE BUDGET STATUS - FUNDS: A FOR PERIOD COVERED 07/01/15 - 03/31/16

ACCOUNT	ACCOUNT NAME	BUDGET	ADJUSTMENTS	REVISED BUDGET	REVENUE	UNEARNED REVENUE
		District Constitution of the last		and the second second second	Andrew St. L. St. Co.	Design and the second section of the
A 1001.000	REAL PROPERTY TAX ITEMS	51,069,394.43	0.00	51,069,394.43	50,898,535.53	170,858.90
A 1081.000	OTH. PAYMTS IN LIEU OF TA	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	48,904.00	10,596.00
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	45,291.63	49,708.37
A 2410.000	RENTAL OF REAL PROPERTY,I	73,200.00	0.00	73,200.00	70,239.73	2,960.27
A 2445.000	ELECTION RENTAL-LIBRARY V	8,000.00	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	270.55	(270,55)
A 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	105,190.20	(105,190.20)
A 2705.000	GIFTS AND DONATIONS	0.00	0.00	0.00	1,176.33	(1,176.33)
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	70,836.77	266,163.23
A 3101.000	BASIC FORMUILA STATE AID	34,883,911.00	0.00	34,883,911.00	23,864,323.81	11,019,587.19
A 3102.000	LOTTERY AID (SECT 3609A E	5,900,000.00	0.00	5,900,000.00	5,952,686.69	(52,686.69)
A 3103.000	BOCES AID (SECT 3609A ED	893,992.00	0.00	893,992.00	214,984.80	679,007.20
A 3104.000	TUIT FOR STUDENTS W/DISAB	0.00	0.00	0.00	36,814.00	(36,814.00)
A 3105.000	EXCESS COST AID	9,937,839.00	0.00	9,937,839.00	5,209,868.26	4,727,970.74
A 3260.000	TEXTBOOK AID (INCL TXTBK/	282,158.00	0.00	282,158.00	284,435.00	(2,277.00)
A 3260.000	HARDWARE & TECHNOLOGY	59,194.00	0.00	59,194.00	59,122.00	72.00
A 3262.000	COMPUTER SOFTWARE AID	68,000.00	0.00	68,000.00	68,534.00	(534.00)
her to the state of the second se		THE STATE OF THE S				
A 3263.000	LIBRARY AV LOAN PROGRAM	30,000.00	0.00	30,000.00	28,593.00	1,407.00
A 3289.000	OTHER STATE AID/HOMELESS	400,000.00	0.00	400,000.00	62,678.25	337,321.75
A 4280.000	OTHER FEDERAL AID (SPECIF	0.00	0.00	0.00	5,799.59	(5,799.59)
A 4601.000	MEDIC.ASS'T-SCH AGE-SCH Y	100,000.00	0.00	100,000.00	64,970.36	35,029.64
A 8021.000	FUND BALANCE OR(DEFICIT)7	4,968,304.00	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	97,621,678.19	25,943,596.81

Report Completed 8:56 AM





ACCOUNT	DESCRIPTION	Shi kay par by	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 E	D	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 1010BOARD O			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	37,490.88	955.12	0.00
A 1040.501-00	SUPPLIES - DISTRICT CLER	K	900.00	0.00	900.00	0.00	0.00	900.00
A 1040DISTRICT			39,346.00	0.00	39,346.00	37,490.88	955.12	900.00
A 1060.433-00	RENTAL OF MACHINES - EL	ECTION	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	1,265.00	6,735.00
A 1060.472-00	ADVERTISING - ELECTIONS		8,000.00	0.00	8,000.00	0.00	7,000.00	1,000.00
A 1060.490-00	BOCES - ELECTIONS VTR R	EGIS	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	873.00	1,077.80	5,049.20
A 1060DISTRICT	TANK THE RESIDENCE OF THE PARTY	Total Street Street Street	47,500.00	0.00	47,500.00	873.00	26,342.80	20,284.20
A 10BOARD OF I		**	92,446.00	0.00	92,446.00	39,857.46	28,297.92	24,290.62
A 1240.150-00	SAL SUPERINTENDENT DW		250,000.00	0.00	250,000.00	172,963.43	53,036.57	24,000.00
A 1240.160-00	SAL CLER OFFICE OF SUPT	OF SCHOO	117,307.00	0.00	117,307.00	76,787.28	39,776.43	743.29
A 1240,400-00	CONTRACT SERVICES	The said of the sa	0.00	204.00	204.00	0.00	204.00	0.00
A 1240.475-00	CONFERENCE EXPENSE - S	SUPT OF SCH	3,000.00	410.00	3,410.00	2,741.55	372.50	295.95
A 1240.501-00	SUPPLIES - SUPT OF SCHO		5,000.00	176.51	5,176.51	3,349.06	1,787.64	39.81
the state of the s	HOOL ADMINISTRATOR		375,307.00	790.51	376,097.51	255,841.32	95,177.14	25,079.05
A 12CENTRAL A		**	375,307.00	790.51	376,097.51	255,841.32	95,177.14	25,079.05
A 1310.150-00	SAL ASST SUPT BUSINESS	DW	175,000.00	(26,250.00)	148,750.00	115,887.40	30,312,60	2,550.00
A 1310.160-00	SAL BUSINESS OFFICE STA	FF DW	310,233.00	(11,875.22)	298,357.78	219,484.47	25,276.55	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 - BUSINE	SS OFFICE	50,000.00	(2,500.00)	47,500.00	32,599.78	3,166.67	11,733.55
A 1310.472-00	ADVERTISING - BUSINESS	OFFICE	2,000.00	(300.00)	1,700.00	219.84	380.16	1,100.00
A 1310.475-00	CONFERENCES	1200	2,000.00	300.00	2,300.00	1,310.00	989.00	1.00
A 1310.490-00	<b>BOCES - BUSINESS ADMIN</b>		55,000.00	0.00	55,000.00	33,954.76	21,045.24	0.00
A 1310.501-00	SUPPLIES - BUSINESS OFF	ICE	40,000.00	(1,962.30)	38,037.70	17,695.59	2,319.04	18,023.07
	S ADMINISTRATION	*	635,233.00	(42,587.52)	592,645.48	421,151.84	83,489.26	88,004.38
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	23,264.00	11,636.00	30,050.00
A 1320.447-00	AUDITOR (CLAIMS)		16,250.00	50.00	16,300.00	10,866.64	5,433.36	0.00
A 1320AUDITING		*	135,750.00	0.00	135,750.00	34,130.64	71,569.36	30,050.00
A 1325.160-00	SAL DISTRICT TREASURER	DW	62,430.00	0.00	62,430.00	45,971.31	16,444.95	13.74
A 1325TREASUR	RER		62,430.00	0.00	62,430.00	45,971.31	16,444.95	13.74
A 1345.160-00	SAL PURCHASING AGENT I	w	47,509.00	0.00	47,509.00	23,628.34	0.00	23,880.66
A 1345.490-00	BOCES - PURCHASING SVC	;	9,000.00	0.00	9,000.00	8,650.00	350.00	0.00
A 1345PURCHAS	SING		56,509.00	0.00	56,509.00	32,278.34	350.00	23,880.66
A 13FINANCE			889,922.00	(42,587.52)	847,334.48	533,532.13	171,853.57	141,948.78
A 1420.441-00	LEGAL RETAIN GEN COUNS	SEL	51,000.00	1,500.00	52,500.00	43,750.00	8,750.00	0.00
A 1420.442-00	LEGAL OTHER NON-RETAIN		210,000.00	(5,400.00)	204,600.00	155,169.91	49,428.09	2.00
<b>(2)</b> (5)								

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	30,000.00	6,000.00	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 1420LEGAL		363,500.00	(2,400.00)	361,100.00	239,034.91	64,178.09	57,887.00
A 1430.150-00	SAL ASST SUPT PERSONNEL	185,658.00	3,000.00	188,658.00	138,973.32	49,684.68	0.00
A 1430.160-00	SAL CLER STAFF PERSONNEL DW	180,868.00	(3,000.00)	177,868.00	106,945.55	42,934.99	27,987.46
A 1430.200-00	EQUIPMENT - PERSONNEL	1,000.00	0.00	1,000.00	0.00	694.00	306.00
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	2,126.14	175.10	1,698.76
A 1430PERSOI		433,799.00	0.00	433,799.00	273,254.61	129,128.67	31,415.72
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
	INFORMATION & SERVICES *	15,000.00	0.00	15,000.00	6,075.77	0.00	8,924.2
A 14STAFF		812,299.00	(2,400.00)	809,899.00	518,365.29	193,306.76	98,226.95
A 1620.150-00	SALARY - OPERATIONS	80,000.00	0.00	80,000.00	39,885.49	0.00	40,114.5
A 1620.160-00	SAL HOUSEKEEPING CENTRAL	2,345,691.00	0.00	2,345,691.00	1,618,922.98	571,226.13	155,541.89
A 1620.160-06	SAL - CENSUS ENUMERATOR	15,000.00	0.00	15,000.00	2,584.00	0.00	12,416.00
A 1620.161-00	SAL - SECURITY DW	729,000.00	0.00	729,000.00	508,321.25	0.00	220,678.7
A 1620.161-06	SAL SECURITY OVERTIME	20,000.00	0.00	20,000.00	1,323.00	0.00	18,677.00
A 1620.163-00	SAL CLER DIR BUILDINGS & GNDS D	42,860.00	0.00	42,860.00	27,543.03	9,846.97	5,470.00
A 1620.164-00	SAL SCHOOL CUSTODIAL SUPERVISOR	0.00	0.00	0.00	0.00	0.00	0.0
A 1620.165-00	SAL SUB-CUSTODIAL DW	190,000.00	0.00	190,000.00	114,474.25	0.00	75,525.7
A 1620.190-00	SAL OVERTIME OPERATIONS	110,000.00	0.00	110,000.00	82,224.21	0.00	27,775.7
A 1620.200-00	EQUIPMENT - B&G	100,000.00	0.00	100,000.00	59,428.61	40,565.44	5.9
A 1620.449-00	CONTRACT SVC BUILDINGS & GROUNDS	750,000.00	108,790.00	858,790.00	569,931.13	272,751.72	16,107.1
A 1620.454-00	FUEL OIL	110,000.00	(2,200.00)	107,800.00	28,861.35	71,138.65	7,800.00
A 1620.455-00	WATER SERVICE	23,000.00	0.00	23,000.00	17,529.16	5,470.84	0.00
A 1620.469-00	CARTAGE	75,000.00	0.00	75,000.00	54,334.38	10,665.62	10,000.00
A 1620.474-00	TRAVEL - B&G	5,000.00	(1,000.00)	4,000.00	0.00	290.00	3,710.0
A 1620,476-00	NATURAL GAS	500,000.00	0.00	500,000.00	131,280.70	368,642.57	76.73
A 1620.477-00	ELECTRIC	980,000.00	0.00	980,000.00	592,232.16	382,767.84	5,000.00
A 1620.478-00	TELEPHONE SERVICE	40,000.00	0.00	40,000.00	11,496.53	10,615.55	17,887.9
A 1620.490-00	BOCES - OP OF PLANT HLT SFTY	7,500.00	0.00	7,500.00	0.00	7,500.00	0.0
A 1620.501-00	MAINTENANCE SUPPLIES - B&G	3,000.00	0.00	3,000.00	2,345.35	618.95	35.7
A 1620,540-00	CUSTODIAL SUPPLIES - DW	250,000.00	2,500.00	252,500.00	215,287.94	24,981.98	12,230.0
\ 1620.550-00	GLASS REPAIR SUPPLIES	7,500.00	(1,500.00)	6,000.00	4,121.99	378.01	1,500.0
A 1620.560-00	UNIFORMS BUILDINGS & GROUNDS	25,000.00	(2,450.00)	22,550.00	18,974.20	1,361.80	2,214.0
A 1620.570-00	AUTO PARTS BUILDINGS & GROUNDS	15,000.00	2,450.00	17,450.00	14,301.53	602.83	2,545.6
A 1620.571-00	GASOLINE - BUILDINGS & GROUNDS	30,000.00	0.00	30,000.00	11,378.30	13,621.70	5,000.0
A 1620.572-00	OIL AND LUBRICANTS BUILDINGS & G	2,500.00	0.00	2,500.00	24.76	475.24	2,000.0
A 1620.573-00	TIRES BUILDINGS & GROUNDS	5,000.00	0.00	5,000.00	3,225.00	1,275.00	500.0
(20.575-00		5,000,00	3.50	5,000,00	5,225,00		200,0

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 1620OPE	RATION OF PLANT *	6,461,051.00	106,590.00	6,567,641.00	4,130,031.30	1,794,796.84	642,812.86
A 1621.160-00	SAL MAINTAINERS DW	285,772.00	0.00	285,772.00	194,629.18	91,142.82	0.00
	NTENANCE OF PLANT *	285,772.00	0.00	285,772.00	194,629.18	91,142.82	0.00
A 1670.160-00	Courier - Central Mailing	47,886.00	0.00	47,886.00	34,753.32	12,424.68	708.00
A 1670.473-00	POSTAGE CENT MAILING DW	65,000.00	0.00	65,000.00	41,395.21	20,604.79	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	ITRAL PRINTING & MAILING *	117,886.00	0.00	117,886.00	76,148.53	33,029.47	8,708.00
A 1680.160-00	SAL DATA PROCESS & TECHNOLOGY DW	254,018.00	0.00	254,018.00	159,542.19	51,441.39	43,034.42
A 1680.200-00	EQPT - DATA PROCESSING	700,000.00	(40,549.00)	659,451.00	116,587.49	48,879.15	493,984.36
A 1680.449-00	CABLEVISION - INTERNET	125,000.00	0.00	125,000.00	65,673.14	30,212.61	29,114.25
A 1680.490-00	BOCES - CTRL DATA PROCESSING	716,000.00	209,398.50	925,398.50	588,260.63	276,434.91	60,702.96
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	43,928.54	3,321.05	256.11
A 1680CEN	ITRAL DATA PROCESSING *	2,039,018.00	166,355.20	2,205,373.20	1,084,144.07	494,137.03	627,092.10
A 16CENT	RAL SERVICES **	8,903,727.00	272,945.20	9,176,672.20	5,484,953.08	2,413,106.16	1,278,612.96
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	ALLOCATED 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
A 1920SCH	HOOL 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
A 1981BOO	CES ADMINISTRATIVE COSTS *	550,000.00	0.00	550,000.00	365,838.66	184,161.34	0.00
A 19SPECI	AL ITEMS **	1,192,000.00	896.00	1,192,896.00	984,234.69	184,386.34	24,274.97
A 1BOARD	OF EDUCATION ***	12,265,701.00	229,644.19	12,495,345.19	7,816,783.97	3,086,127.89	1,592,433.33
A 2010.150-00	SAL ASST SUPT CURRICULUM DW	175,000.00	0.00	175,000.00	128,912.23	41,703.75	4,384.02
A 2010.160-00	SAL CLER ASST SUPT CURR DW	63,748.00	0.00	63,748.00	45,033.09	16,109.29	2,605.62
A 2010.475-00	CONFERENCE - ASST SUPT CURR	1,500.00	7,800.00	9,300.00	9,097.81	60.00	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	0.00
A 2010.501-00	SUPPLIES - ASST SUPT CURR	20,000.00	8,749.00	28,749.00	12,816.10	8,463.08	7,469.82
A 2010CUF	RRICULUM DEVEL & SUPERVISION *	482,319.00	11,550.00	493,869.00	343,557.83	122,735.25	27,575.92
A 2020.150-00	PERSONNEL SERVICE CERTIFI	2,444,837.00	0.00	2,444,837.00	1,794,570.54	679,234.69	(28,968.23)
A 2020.160-00	PERSONNEL SERVICE CLASSIF	880,661.00	(19,223.77)	861,437.23	604,187.37	149,250.27	107,999.59
A 2020.161-00	SAL (CLERICAL SUBS)	0.00	0.00	0.00	0,00	0.00	0.00
A 2020 161-00-6400	SAL CLER CENT REGISTR DW	53,659.00	5,614.00	59,273.00	43,662.97	15,610.03	0.00
A 2020.161-06	CLERICAL SUB DW	45,000.00	0.00	45,000.00	46,620.36	0.00	(1,620.36
A 2020.190-00	CLERICAL OVERTIME DW	10,000.00	0.00	10,000.00	2,163.87	0.00	7,836.13
A 2020.200-01	PRINCIPALS EQUIPT BKHVN	1,000.00	0.00	1,000.00	904.85	32.94	62.21
A 2020.200-02	PRINCIPALS EQUIP VC	5,114.00	0.00	5,114.00	2,969.74	0.00	2,144.26
A 2020.200-03	PRINCIPALS EQUIP FPL	1,170.00	0.00	1,170.00	844.23	0.00	325.77
A 2020.200-07	PRINCIPALS EQUIP HS	3,997.00	0.00	3,997.00	2,234.19	1,107.83	654.98
A 2020.433-00	RENT MAINT COPY MCHN DW	15,000.00	0.00	15,000.00	7,384.25	3,158.55	4,457.20
© Ø	RENT MAINT COPY MICHN DW	15,000.00	0.00	15,000.00	7,364.25	3,136.33	

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	458.52	1,212.48	1,329.00
A 2020.501-01	OFFICE SUPPLIES - BKHVN	16,714.00	0.00	16,714.00	13,834.31	1,186.10	1,693.59
A 2020.501-02	OFFICE SUPPLIES - V W CRITZ	20,501.00	478.71	20,979.71	7,583.79	1,218.50	12,177.42
A 2020.501-03	OFFICE SUPPLIES - FPL	6,512.00	0.00	6,512.00	5,856.28	461.61	194.11
A 2020.501-04	OFFICE SUPPLIES - MS	16,504.00	0.00	16,504.00	10,585.20	1,768.60	4,150.20
A 2020.501-05	OFFICE SUPPLIES - KREAMER	11,000.00	0.00	11,000.00	9,736.66	1,140.49	122.85
A 2020.501-07	OFFICE SUPPLIES - HS	50,114.00	0.00	50,114.00	41,082.08	1,696.36	7,335.56
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	796.80	203.20
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	240.74	89.00	170.26
A 2020.526-07	PROFESSIONAL LITERATURE HS	2,181.00	0.00	2,181.00	575.25	150.00	1,455.75
	ERVISION-REGULAR SCHOOL *	3,590,810.00	(13,131.06)	3,577,678.94	2,596,208.95	858,394.25	123,075.74
A 2021.150-00	SALARIES DEPT CHAIRS DW	38,058.00	0.00	38,058.00	16,781.53	5,661.47	15,615.00
A 2021		38,058.00	0.00	38,058.00	16,781.53	5,661.47	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
	RVICE TRAINING-INSTRUCTION *	2,500.00	0.00	2,500.00	0.00	500.00	2,000.00
	& IMPROVEMENT **	4,113,687.00	(1,581.06)	4,112,105.94	2,956,548.31	987,290.97	168,266.66
A 2110.120-01	SAL TCH K-3 BKHVN	4,077,074.00	(4,564.00)	4,072,510.00	2,333,132.36	1,631,559.93	107,817.71
A 2110.120-02	SAL TCH K-3 VC	2,435,057.00	0.00	2,435,057.00	1,379,902.54	934,370.19	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	1,953,747.70	1,367,894.39	411,909.91
A 2110.120-03-4006	SAL ENRICHMT FPL	58,840.00	(25,000.00)	33,840.00	19,315.51	0.00	14,524.49
A 2110.120-04	SAL TCH GR 6 MS	1,581,028.00	0.00	1,581,028.00	878,685.84	625,882.16	76,460.00
A 2110.120-05	SAL TCH K-3 KS	2,516,128.00	0.00	2,516,128.00	1,428,406.79	1,023,683.01	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	SALTCH 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	1,794,980.85	1,220,627.28	272,596.87
A 2110.130-07	SAL TCH 9-12 HS	6,312,572.00	(30,205.80)	6,282,366.20	3,711,086.86	2,344,168.44	227,110.90
A 2110.131-00	SAL TCH SEC HOME TEACHING DW	125,000.00	0.00	125,000.00	55,122.71	0.00	69,877,29
A 2110.132-04	SAL TCH AS DET - BMS	6,000.00	0.00	6,000.00	9,880.25	0.00	(3,880.25)
A 2110.140-00	SUBSTITUTES DW	750,000.00	0.00	750,000.00	535,478.23	0.00	214,521.77
A 2110.151-00	SAL TCH ASSISTS	582,593.00	0.00	582,593.00	285,440.94	161,099.27	136,052.79
A 2110.160-00	MONITOR AND CAFETERIA AID	478,643.00	0.00	478,643.00	87,283.92	28,942.04	362,417.04
A 2110.164-00	TEACHER AIDES DW	85,000.00	0.00	85,000.00	14,275.99	0.00	70,724.01
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	19,978.86	12,505.10	30.04
A 2110.410 <u>-0</u> 6	HOME TUTORING GEN ED CONT	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
00		25,000,00			3.50		25,555.56
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A 2110.435-00	GRADUATION EXPENSES	17,500.00	0.00	17,500.00	2,505.06	2,457.26	12,537.68
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	531.00	0.00	3,122.00
A 2110.470-00	FOSTER TUITION REG SCHOOL	150,000.00	0.00	150,000.00	28,446.73	0.00	121,553.27
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	21,089.39	5,376.53	36,193.08
A 2110.484-03	RESOURCE BOOKS FPL	32,136.00	0.00	32,136.00	8,920.71	0.00	23,215.29
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	138,881.84	49,918.16	10,091.00
A 2110.501-01	SUPP ALL OTHER BKHVN	48,609.00	0.00	48,609.00	46,449.95	1,311.42	847.63
A 2110.501-02	INSTRUCTIONAL SUPPLIES CRITZ	20,541.00	0.00	20,541.00	17,156.03	536.18	2,848.79
A 2110.501-03	INSTRUCTIONAL SUPPLIES FPL	71,207.00	0.00	71,207.00	21,515.60	3,497.08	46,194.32
A 2110.501-04	INSTRUCTIONAL SUPPLIES MS	95,251.00	10,000.00	105,251.00	69,040.40	10,826.19	25,384.41
A 2110.501-05	SUPP INSTR ALL OTHER KS	30,297.00	552.30	30,849.30	29,728.00	362.58	758.72
A 2110.501-07	INSTRUCTIONAL SUPPLIES HS	58,904.00	15,000.00	73,904.00	49,969.29	9,137.92	14,796.79
A 2110TEACH	ING-REGULAR SCHOOL *	27,348,898.00	(20,976.50)	27,327,921.50	15,275,906.33	9,466,927.81	2,585,087.36
A 2130.120-00	SAL TCH ELEMENTARY ART	371,862.00	0.00	371,862.00	224,403.88	97,611.31	49,846.81
A 2130.130-00	SAL TCH SECONDARY ART	860,573.00	0.00	860,573.00	521,272.99	295,779.23	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	(469.67)	1,880.33	1,600.00	100.00	180.33
A 2130.479-00-5000	CONTRACT SERVICES	5,000.00	0.00	5,000.00	762.00	875.00	3,363.00
A 2130.501-00	ART SUPPLIES	58,190.00	0.00	58,190.00	45,338.38	10,378.07	2,473,55
A 2130		1,350,093.00	(469.67)	1,349,623.33	839,086.05	408,141.41	102,395.87
A 2138.120-00	SAL TCH ELEMENTARY MUSIC	627,406.00	4,564.00	631,970.00	386,228.52	245,741.48	0.00
A 2138.130-00	SAL TCH SECONDARY MUSIC	851,633.00	0.00	851,633.00	479,923.23	288,510.17	83,199.60
A 2138.150-00	SUPERVISION OF STUDENTS	12,180.00	0.00	12,180.00	2,477.60	0.00	9,702.40
A 2138.200-00	MUSIC EQUIPMENT	40,000.00	1,500.00	41,500.00	25,441.76	13,911.11	2,147.13
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	4,991.00	0.00	4,069.00
A 2138.479-00	CONTRACT SERVICES	30,875.00	0.00	30,875.00	17,467.69	10,537.81	2,869.50
A 2138.501-00	MUSIC SUPPLIES	35,000.00	0.00	35,000.00	18,883.11	2,206.21	13,910.68
A 2138		1,611,154.00	4,564.00	1,615,718.00	935,412.91	560,906.78	119,398.31
A 2140.150-07	SALARIES (INSTR DRIVERS ED)	8,000.00	0.00	8,000.00	4,950.00	0.00	3,050.00
A 2140.400-07	CONTRACTED SVCS (DRIVERS ED)	40,000.00	0.00	40,000.00	25,224.00	8,076.00	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	30,274.00	8,076.00	12,150.00

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 21TEACHIN	G **	30,360,645.00	(16,882.17)	30,343,762.83	17,080,679.29	10,444,052.00	2,819,031.54
A 2250.120-00	SAL SP ED-ELEMENTARY	2,933,473.00	(36,460.00)	2,897,013.00	1,505,638.11	1,033,271.16	358,103.73
A 2250.130-00	SAL SP ED-SECONDARY	3,282,019.00	0.00	3,282,019.00	1,793,925.98	1,177,381.73	310,711.29
A 2250.150-00	SAL SUPV SP ED DW	280,478.00	0.00	280,478.00	213,523.04	66,954.96	0.00
A 2250.151-00	SAL -SP ED TA	1,320,342.00	0.00	1,320,342.00	759,576.37	473,949.54	86,816.09
A 2250.160-00	SAL CLER SP ED DW	246,697.00	0.00	246,697.00	143,374.87	51,261.94	52,060.19
A 2250 161-00	SAL SP ED 1:1 AIDES	926,121.00	0.00	926,121.00	601,709.07	315,748.01	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	8,191.50	0.00	6,808.50
A 2250.401-00	CONTRACT SERVICES	920,000.00	157,000.00	1,077,000.00	578,509.65	468,987.58	29,502.77
A 2250.441-00	LEGAL	10,000.00	(7,000.00)	3,000.00	825.00	0.00	2,175.00
A 2250.470-00	HANDICAPPED TUITION	1,060,900.00	0.00	1,060,900.00	577,968.64	482,644.51	286.85
A 2250.471-00	Foster Tuition - Sp Ed	400,000.00	(50,000.00)	350,000.00	148,673.66	0.00	201,326.34
A 2250.472-00	Summer Special Ed. Services / Tu	375,000.00	(100,000.00)	275,000.00	254,515.18	10,100.29	10,384.53
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	1,885.53	4,829.09	6,285.38
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	2,991.55	6,707.47	15,300.98
A 2250PROGE	RAMS-STUDENTS W/ DISABIL *	19,573,830.00	(36,460.00)	19,537,370.00	10,519,196.00	7,844,494.99	1,173,679.01
A 2280.150-04	SAL TCH CAREER & OCC ED MS	531,255.00	0.00	531,255.00	330,958.31	189,835.69	10,461.00
A 2280.150-07	SAL TCH CAREER & OCC ED HS	413,613.00	30,205.80	443,818.80	261,459.68	182,359.12	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 2280OCCUF	PATIONAL EDUCATION *	1,244,868.00	30,205.80	1,275,073.80	736,413.99	528,198.81	10,461.00
A 22SPECIAL	APPORTIONMENT PROGRAMS **	20,818,698.00	(6,254.20)	20,812,443.80	11,255,609.99	8,372,693.80	1,184,140.01
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 2330TEACH	ING-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 23SPECIAL	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	327,886.38	243,294.62	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	992.06	0.00	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	273.86	2,940.86	2,773.86	0.00	167.00
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
00						PROPERTY SALES FOR SALES	

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	2,500.00	10,627.00	4,487.48	3,639.52	2,500.00
2610.521-01	LIBRARY BOOKS BKHVN	6,000.00	0.00	6,000.00	5,333.63	391.30	275.07
2610.521-02	LIBRARY BOOKS CRITZ	5,000.00	0.00	5,000.00	4,968.85	0.00	31.15
2610.521-03	LIBRARY BOOKS FPL	7,000.00	0.00	7,000.00	6,994.40	0.00	5.60
2610.521-04	LIBRARY BOOKS MS	10,000.00	4,030.03	14,030.03	14,029.93	0.00	0.10
2610.521-05	LIBRARY BOOKS-KS	8,000.00	0.00	8,000.00	8,000.00	0.00	0.00
2610.521-07	LIBRARY BOOKS HS	26,973.00	0.00	26,973.00	11,570.14	15,070.51	332.3
2610.524-01	SUBSCRIPTIONS BKHVN	3,181.00	0.00	3,181.00	3,165.46	0.00	15.54
2610.524-02	SUBSCRIPTIONS-V W CRITZ	300.00	0.00	300.00	0.00	0.00	300.00
2610.524-03	SUBSCRIPTIONS FPL	3,000.00	0.00	3,000.00	2,903.30	58.24	38.46
2610.524-04	SUBSCRIPTIONS MS	1,000.00	0.00	1,000.00	991.20	0.00	8.80
2610.524-05	SUBSCRIPTIONS KS	3,025.00	0.00	3,025.00	2,696.17	0.00	328.83
2610.524-07	SUBSCRIPTIONS SENIOR HIGH	4,821.00	0.00	4,821.00	3,831.20	699.50	290.3
	HOOL LIBRARY & AUDIOVISUAL *	759,747.00	14,049.96	773,796.96	507,680.11	263,197.98	2,918.8
2620.490-00	BOCES-ETV	0.00	0.00	0.00	0.00	0.00	0.0
	JCATIONAL TELEVISION *	0.00	0.00	0.00	0.00	0.00	0.0
2630.160-00	SAL NETWORK	221,767.00	13,609.77	235,376.77	139,747.12	85,629.65	10,000.0
2630.220-00	STATE AIDED COMPUTER HARDWARE	120,000.00	(43,849.50)	76,150.50	41,871.91	14,181.01	20,097.5
2630.460-00	COMPUTER SOFTWARE	130,000.00	(7,017.10)	122,982.90	83,415.69	26,344.00	13,223.2
	MPUTER ASSISTED INSTRUCTION *	471,767.00	(37,256.83)	434,510.17	265,034.72	126,154.66	43,320.7
	RUCTIONAL MEDIA **	1,231,514.00	(23,206.87)	1,208,307.13	772,714.83	389,352.64	46,239.6
\ 2805.160-07	SAL CLER ATT HS	50,390.00	0.00	50,390.00	36,594.92	13,083.08	712.0
	TENDANCE-REGULAR SCHOOL *	50,390.00	0.00	50,390.00	36,594.92	13,083.08	712.0
2810.150-00	SAL-GUIDANCE COUNCELOR	696,083.00	0.00	696,083.00	399,434.55	253,035.61	43,612.8
x 2810.151-00	SAL TCH GUIDANCE SUMMER	27,095.00	0.00	27,095.00	19,881.22	0.00	7,213,7
\ 2810.160-00	PERSONNEL SERVICE CLASSIF	145,831.00	0.00	145,831.00	73,447.69	26,258.31	46,125.0
\ 2810.474-00	TRAVEL GUIDANCE	800.00	0.00	800.00	0.00	0.00	800.0
X 2810.476-00	MEMBERSHIPS & PARTICIPATION FEES	400.00	0.00	400.00	0.00	400.00	0.0
X 2810.501-00	SUPPLIES	9,743.00	0.00	9,743.00	700.00	9,043.00	0.0
	IDANCE-REGULAR SCHOOL *	879,952.00	0.00	879,952.00	493,463.46	288,736.92	97,751.6
A 2815.160-00	PERSONNEL SERVICE-CLASSIF	307,929.00	0.00	307,929.00	177,229.13	122,078.91	8,620.9
\ 2815.161-00	SAL CLERICAL-NURSE	33,362.00	0.00	33,362.00	19,592.11	13,276.89	493.0
\ 2815.401-06	SCHOOL PHYSICIAN BY CONTRACT	40,000.00	0.00	40,000.00	22,500.00	17,500.00	0.0
\ 2815.448-00	HEALTH SVCS PAY OTHER DISTRICTS	300,000.00	0.00	300,000.00	191,106.66	79.080.82	29,812.5
\ 2815.501-00	SUPP HEALTH SVCS DW	7,500.00	0.00	7,500.00	7,400.50	0.00	99.5
\ 2815.501-00 \ 2815.501-01	SUPP HEALTH SVCS BKHVN	1,500.00	0.00	1,500.00	1,043.40	0.00	456.6
	SUPP HEALTH SVCS CRITZ		0.00	1,250.00	974.13	0.00	275.8
A 2815.501-02		1,250.00		1,500.00		6.80	166.1
\ 2815.501-03	SUPP HEALTH SVCS FPL	1,500.00	0.00		1,327.01		
\ 2815.501-04	SUPP HEALTH SVCS MS	2,000.00	0.00	2,000.00	1,802.52	0.00	197.4
A 2815.501-05	SUPP HEALTH SVCS KS	1,250.00	0.00	1,250.00	888.20	0.00	361.8
A 2 <u>81</u> 5.501- <u>0</u> 7	SUPP HEALTH SVCS HS	2,000.00	0.00	2,000,00	1,411.66	0.00	588.3

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 2815HEAL	TH SERVICES-REGULAR SCHOOL *	698,291.00	0.00	698,291.00	425,275.32	231,943.42	41,072.26
A 2820.150-00	SAL PSYCHOLOGIST DW	776,299.00	36,460.00	812,759.00	500,372.61	312,386.39	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	500,372.61	312,386.39	40,000.00
A 2825.150-00	SOCIAL WORKER	926,365.00	0.00	926,365.00	521,747.09	318,531.91	86,086.00
A 2825.151-00	SOCIAL WORKER SUMMER	0.00	0.00	0.00	0.00	0.00	0.00
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	605,934.29	379,344.71	86,086.00
A 2850.150-00	SAL CO-CURR CHAPERONES CLUBS ETC		0.00	246,985.00	81,865.26	0.00	165,119.74
A 2850.151-00	SALTCH INTRAMURALS DW	40,000.00	0.00	40,000.00	12,989.68	0.00	27,010.32
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	8,399.00	1,700.00
	URRICULAR ACTIV-REG SCHL *	313,085.00	6,100.00	319,185.00	99,520.94	22,039.00	197,625.06
A 2855.120-00	SAL TCH-PE-ELEMENTARY	688,989.00	0.00	688,989.00	397,035.04	279,943.06	12,010.90
A 2855.130-00	SAL TCH-PE-SECONDARY	880,945.00	0.00	880,945.00	513,730.11	364,746.39	2,468.50
A 2855.150-00	SAL-DIRECTOR OF ATHLETICS	147,738.00	0.00	147,738.00	108,829.81	0.00	38,908.19
A 2855.151-00	SAL SPORTS TIME, FILM, EMT, ETC.	35,000.00	0.00	35,000.00	25,049.85	0.00	9,950.15
A 2855.155-00	COACHES SALARIES	403,870.00	0.00	403,870.00	207,140.32	0.00	196,729.68
A 2855.156-00	ATHLETIC TRAINER	47,000.00	0.00	47,000.00	32,008.45	12,991.55	2,000.00
A 2855.160-07	SAL CLERICAL ATHLETIC DIRECTOR H	51,940.00	0.00	51,940.00	37,476.34	13,491.36	972.30
A 2855.200-00	EQUIPMENT	22,500.00	0.00	22,500.00	9,014.07	0.00	13,485.93
A 2855.449-00	OFFICIAL FEES	121,000.00	(4,900.00)	116,100.00	87,455.88	2,544.12	26,100.00
A 2855.463-00	CONTRACT SERVICES	32,000.00	0.00	32,000.00	15,129.00	10,413.50	6,457.50
A 2855.476-00	REGISTRATION,TRAVEL,CONFERENCE	16,200.00	0.00	16,200.00	8,880.89	3,001.11	4,318.00
A 2855.501-00	SUPPLIES	76,950.00	4,900.00	81,850.00	67,831.03	11,029.90	2,989.07
A 2855.502-00	AWARDS	6,500.00	973.50	7,473.50	1,112.79	500.00	5,860.71
A 2855INTE	RSCHOL ATHLETICS-REG SCHL *	2,530,632.00	973.50	2,531,605.50	1,510,693.58	698,660.99	322,250.93
A 28PUPIL S	SERVICES **	6,360,014.00	43,533.50	6,403,547.50	3,671,855.12	1,946,194.51	785,497.87
A 2ADMIN 8	IMPROVEMENT ***	63,110,808.00	(4,390.80)	63,106,417.20	35,869,303.12	22,174,367.74	5,062,746.34
A 5510.150-00	SAL - ADMIN OF TRANSPORTATION	0.00	30,803.82	30,803.82	15,152.79	15,651.03	0.00
A 5510.160-00	SAL-CLERICAL	0.00	7,321.40	7,321.40	5,391.95	1,929.45	0.00
A 5510.161-00	SAL-BUS MONITORS	250,000.00	0.00	250,000.00	86,342.90	0.00	163,657.10
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
	RICT TRANSPORT-MEDICAID *	332,000.00	38,125.22	370,125.22	106,887.64	17,580.48	245,657.10
A 5530.434-00	LEASE OF BUILDING	38,200.00	20.00	38,220.00	31,850.00	6,370.00	0.00
	AGE BUILDING *	38,200.00	20.00	38,220.00	31,850.00	6,370.00	0.00
A 5540.400-00	CONTRACT TRANS - REG SCHOOL	7,300,000.00	0.00	7,300,000.00	5,025,852.87	2,265,401.52	8,745.61
A 5540.401-00	Addt'i Coverage - Reg School	30,000.00	(20.00)	29,980.00	8,657.58	0.00	21,322.42
			()		2,027.00	5.00	- 10-01/6





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ACCOUNT	DESCRIPTION		ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 5540CON	TRACT TRANSPORT-MEDICAID	*	7,330,000.00	(20.00)	7,329,980.00	5,034,510.45	2,265,401.52	30,068.03
A 5545,401-00	ATHLETICS TRANS BY CONTR	RACT	225,000.00	0.00	225,000.00	91,066.31	108,933.69	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	2,307.59	1,692.41	0.00
A 5545		*	242,200.00	0.00	242,200.00	97,202.62	119,997.38	25,000.00
A 5546.400-01	TRANS STUDENT TRIPS - BRK	CHVN	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A 5546.400-02	TRANS STUDENT TRIPS - CRI	TZ	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	3	5,500.00	0.00	5,500.00	722.58	4,777.42	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	469.67	5,969.67	3,303.22	2,196.78	469.67
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	469.67	33,469.67	5,842.56	27,157.44	469.67
A 55PUPIL 1	TRANSPORTATION	##	7,975,400.00	38,594.89	8,013,994.89	5,276,293.27	2,436,506.82	301,194.80
A 5		***	7,975,400.00	38,594.89	8,013,994.89	5,276,293.27	2,436,506.82	301,194.80
A 9010.800-00	<b>EMPLOYEES RETIREMENT</b>		1,410,908.00	0.00	1,410,908.00	1,073,585.00	337,323.00	0,00
A 9010STAT	E 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 9020TEAC	CHERS' 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	2,472,374.07	1,684,785.93	12,127.00
A 9030SOCI	AL SECURITY	*	4,169,287.00	0.00	4,169,287.00	2,472,374.07	1,684,785.93	12,127.00
A 9040.800-00	WORKERS' COMPENSATION		625,000.00	0.00	625,000.00	599,358.33	34,341.93	(8,700.26)
A 9040WOR	KERS' COMPENSATION	•	625,000.00	0.00	625,000.00	599,358.33	34,341.93	(8,700.26)
A 9045.800-00	LIFE INSURANCE		78,500.00	0.00	78,500.00	59,046.16	12,259.84	7,194.00
A 9045LIFE	INSURANCE	*	78,500.00	0.00	78,500.00	59,046.16	12,259.84	7,194.00
A 9050.800-00	UNEMPLOYMENT INSURANCE	A-V	150,000.00	0.00	150,000.00	16,199.02	133,800.98	0.00
A 9050UNE	MPLOYMENT INSURANCE	*	150,000.00	0.00	150,000.00	16,199.02	133,800.98	0.00
A 9055.800-00	DISABILITY INSURANCE		53,000.00	0.00	53,000.00	48,326.60	4,673.40	0.00
A 9055DI\$A	BILITY INSURANCE	*	53,000.00	0.00	53,000.00	48,326.60	4,673.40	0.00
A 9060.800-00	HEALTH INSURANCE		13,314,017.00	0.00	13,314,017.00	8,742,408.16	4,564,948.83	6,660.01
A 9060.801-00	MEDICARE REIMBURSEMENT	S	650,000.00	0.00	650,000.00	583,681.60	0.00	66,318.40
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 9060HOSE	PITAL, MEDICAL & DENTAL INS	•	15,119,017.00	0.00	15,119,017.00	10,161,214.07	4,598,059.35	359,743.58
A 9070.800-00	DENTAL INSURANCE		610,000.00	(2,500.00)	607,500.00	302,937.93	207,717.77	96,844.30
A 9070UNIO	N WELFARE BENEFITS	*	610,000.00	(2,500.00)	607,500.00	302,937.93	207,717.77	96,844.30
A 9080.800-00	BTA SICK LV BUYOUT FOR TO	A	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00
A 9080			75,000.00	0.00	75,000.00	0.00	0.00	75,000.00
A 9089.800-00	TUITION REIMBURSEMENT		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
			The second secon		The same of the sa			





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 PAYOUTS	& SL BUYB	300,000.00	0.00	300,000.00	154,999.38	0.00	145,000.62	
A 9090			300,000.00	0.00	300,000.00	154,999.38	0.00	145,000.62	
A 90EMPLOYEE	BENEFITS	**	30,064,397.00	(2,500.00)	30,061,897.00	14,888,040.56	14,483,647.20	690,209.24	
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	Editor Carlotte		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 INT		200,000.00	(3,000.00)	197,000.00	9,300.00	180,700.00	7,000.00	
A 9760DEBT SER	RVICE-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 AID		125,000.00	0.00	125,000.00	0.00	0.00	125,000.00	
A 9901TRANSFE	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	23,696,768.48	15,592,284.70	918,812.82	
GRAND TOTALS			123,565,275.00	258,348.28	123,823,623.28	72,659,148.84	43,289,287.15	7,875,187.29	

Report Completed 8:57 AM





# BUDGET TRANSFER QUERY FUND RANGE: A - V

REF#	DATE	TRANSFER EXPLANATION	ACCOUNT	DEBITS	CREDITS
895	03/07/16	GOOGLE ED CONF			
			A 1310.472-00	300.00	0.00
			A 1310.475-00	0.00	300.00
896	03/07/16	FOR SPECIAL ED BILLS			
			A 2250.472-00	100,000.00	0.00
			A 2250.471-00	50,000.00	0.00
			A 2250.441-00	7,000.00	0.00
			A 2250,401-00	0.00	157,000.00
897	03/14/16	ELECTRIC UPGRADE BASEBALL FIELD			
			A 1310.400-00	2,500.00	0.00
			A 1620.454-00	2,200.00	0.00
			A 1620.449-00	0.00	2,500.00
	1 245 1		A 1620.449-00	0.00	2,200.00
898	03/14/16	CLAY SPEEDY DRY AND PAINT FIELDS			
			A 2855.449-00	4,900.00	0.00
			A 2855.501-00	0.00	4,900.00
899	03/28/16	FOR OUTSTANDING BILLS			
			A 1620.474-00	1,000.00	0.00
			A 1620.550-00	1,500.00	0.00
			A 1620.560-00	2,450.00	0.00
			A 1620,540-00	0.00	1,000.00
			A 1620.540-00	0.00	1,500.00
			A 1620.570-00	0.00	2,450.00
900	03/28/16	SUPPLIES TO UPDATE OBSOLETE VHS TAPES			
			A 2610.501-07	2,500.00	0.00
			A 2610.514-07	0.00	2,500.00
901	03/31/16	END OF YEAR TRIP ART DEPT.			
			A 2130.476-00-5000	469.67	0.00
			A 5546.400-07	0.00	469.67
			SCHEDULE TOTAL	174,819.67	174,819.67
		BUDGET TRANSFER COUNT - 7			1. 1,010.01

Report Completed 10:07 AM



# SOUTH COUNTRY CENTRAL SCHOOL DISTRICT CAPITAL ONE COLLATERAL RECONCILIATION MARCH 2016

		03.31.16
CAPONE	GENERAL FUND MMA	\$24,723,586.52
CAPONE	GENERAL FUND CHECKING	\$13,106,077.11
CAPONE	PAYROLL CHECKING	\$86,066.42
CAPONE '	TRUST & AGENCY CHECKING	\$176,286.36
CAPONE	FEDERAL CHECKING	\$99,942.66
CAPONE	CAFETERIA CHECKING	\$76,885.89
CAPONE (	CAPITAL CHECKING	\$0.00
•	TOTAL BALANCES	\$ 38,268,844.96
I	LESS: FDIC INSURANCE	\$ 250,000.00
		\$ 38,018,844.96
(	COLLATERAL PERCENTAGE	105.00%
•	105% OF DEPOSITS	\$ 39,919,787.21
ı	MARKET VALUE	\$ 40,062,081.02







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

Date: 03/01/16 - 03/31/16

000443 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 A	AS OF DA	TE TOTAL DEP	MARKET OSITS VALUE	COLLATERAL PERCENTAGE	# OF DAYS
03/03/16 0	03/01/16	26,835,102.2 26,816,510.6	3 28,157,336.59	105.000 105.000	1
03/07/16 0 03/08/16 0	03/03/16 03/04/16 03/07/16	27,990,483.9 27,978,887.1 27,968,155.9	5 29,377,831.90 6 29,366,564.07	105.000 105.000 105.000	3 1
03/10/16 0	03/08/16 03/09/16 03/10/16	28,279,813.5 28,177,990.9 27,483,461.6	0 29,586,890.57	105.000 105.000 105.000	1 1 1
03/15/16 0	03/11/16 03/14/16 03/15/16	25,566,291.6 25,781,041.3 34,859,800.6	0 26,844,606.87 6 27,070,093.61	105.000 105.000 105.000	3 1
03/17/16 0 03/18/16 0	03/16/16 03/17/16 03/18/16	34,793,902.6 35,128,992.4	B 36,533,598.24 D 36,885,442.44	105.000 105.000	i
03/22/16 0 03/23/16 0	03/21/16 03/22/16	35,160,518.8 34,930,870.3 34,824,545.3	36,677,414.44 4 36,565,772.68	105.000 105.000 105.000	1 1
03/25/16 0 03/28/16 0	03/23/16 03/24/16 03/25/16	34,819,083.76 33,025,820.06 32,919,366.5	4 34,677,111.56 1 34,565,335.40	105.000 105.000 105.000	1 1 3
03/30/16 0	03/28/16 03/29/16 03/30/16	32,673,715.00 32,528,437.10 38,279,040.80	4 34,154,859.59	105.000 105.000 105.000	1 1 1
04/01/16 0	03/31/16	38,154,362.8		<u> </u>	ī





## **Muni Report - Asset Allocation Report**



The following report represents the collateral pledged to secure the deposits held at your bank at the close of the prior business day.

Main Account Name: FIRST NB OF LONG ISLAND

Sub Account		Deposit Amount Marginal %	Adj Deposit Amount		
	FNB LONG ISLAND/SOUTH COUNTRY (	13,687,229.76 105	14,371,591.2	25	
CUSIP	Security Description	Shares	Market Value	Variable % C	ollateral Value
786259BC4	SADDLE RIVER NJ SCH 2,000% 7/15/25 (v)	357,000.00	377,805.96	100.00	377,805,96
786259BB6	SADDLE RIVER NJ SCH 2.000% 7/15/24 (v)	345,000.00	366,459.00	100.00	366,459.00
786259BA8	SADDLE RIVER NJ SCH 2,000% 7/15/23 (v)	335,000.00	353,193.85	100.00	353,193.85
786259AZ4	SADDLE RIVER NJ SCH 2,000% 7/15/22 (v)	325,000 00	343,544.50	100.00	343,544.50
781485KT3	RUMSON NJ 2.000% 7/15/20 (v)	455,000.00	475,811.66	100.00	475,811.66
7742172U6	ROCKVILLE MD 4,000% 6/01/30 (v)	410,000.00	442,545.80	100.00	442,545.80
7742172T9	ROCKVILLE MD 4.000% 6/01/29 (v)	58,900.00	63,765,73	100.00	63,765.73
746189NB1	PURDUE UNIV IN UNIV 5.000% 7/01/28 (v)	1,250,000.00	1,407,987,50	100.00	1,407,987.50
739133EB8	POWELL OH 5.000% 12/01/29 (v)	230,000.00	269,113,80	100.00	269,113.80
726626GL2	PLAINSBORO TWP NJ 3.750% 5/01/26 (v)	300,000.00	331,836.00	100.00	331,836.00
726626GK4	PLAINSBORO TWP NJ 3,750% 5/01/25 (v)	200,000.00	222,569.98	100.00	222,569.98
726626FU3	PLAINSBORO TWP NJ 4,000% 6/01/24 (v)	1,000,000.00	1,150,139.90	100.00	1,150,139.90
680297GL6	OLD TAPPAN NJ 3.000% 7/15/21 (v)	150,000.00	163,281.00	100.00	163,281.00
663821RQ1	NORTHBROOK IL 3.000% 12/01/18 (v)	130,000.00	136,799.00	100.00	136,799.00
653234ZZO	NEWTOWN CT 3.000% 3/15/29 (v)	325,000.00	341,701.75	100.00	341,701.75
653234ZY3	NEWTOWN CT 3.000% 3/15/28 (v)	325,000.00	342,901.00	100.00	342,901.00
653234ZX5	NEWTOWN CT 3.000% 3/15/27 (v)	325,000.00	345,442,50	100.00	345,442.50
653234A61	NEWTOWN CT 3.500% 3/15/34 (v)	325,000.00	340,830.75	100.00	340,830.75
653234A53	NEWTOWN CT 3.500% 3/15/33 (v)	325,000.00	341,763,50	100.00	341,763,50
653234A46	NEWTOWN CT 3.250% 3/15/32 (v)	325,000.00	339,225.25	100.00	339,225,25
653234A38	NEWTOWN CT 3.250% 3/15/31 (v)	325,000.00	341,250.00	100.00	341,250.00
653234A20	NEWTOWN CT 3.000% 3/15/30 (v)	325,000.00	340,385.47	100.00	340,385.47
653063S65	NEWTON MA 4.000% 3/01/30 (v)	230,000.00	254,271.88	100.00	254,271.88
653063N78	NEWTON MA 4.000% 3/01/29 (v)	250,000.00	277,142.50	100.00	277,142.50
653063G68	NEWTON MA 4.375% 4/01/29 (v)	500,000.00	543,209.95	100.00	543,209.95
653063G35	NEWTON MA 4.125% 4/01/26 (v)	1,500,000.00	1,631,115.00	100.00	1,631,115.00
651027YK4	NEWBURYPORT MA 4,000% 2/15/26 (v)	55,978.00	61,486.24	100.00	61,486.24
651027E83	NEWBURYPORT MA 3.000% 9/15/35 (v)	500,000.00	517,514.95	100.00	517,514.95
651027E67	NEWBURYPORT MA 3.000% 9/15/33 (v)	475,000.00	500,626.21	100.00	500,626.21
651027E42	NEWBURYPORT MA 3.000% 9/15/31 (v)	440,000.00	468,736.40	100.00	468,736.40
651027E26	NEWBURYPORT MA 2.500% 9/15/29 (v)	615,000.00	649,624.50	100.00	649,624.50
651027D92	NEWBURYPORT MA 2.400% 9/15/28 (v)	595,000.00	629,510.00	100.00	629,510.00
Totals for	r Account: Adj. Deposit Amt: 14,371,59	13,306,878.00	14,371,591.53	à	14,371,591.53

Balance per bank e 3/31/16 # 13,928,658 62





# SOUTH COUNTRY SCHOOL DISTRICT HIGH SCHOOL-EXTRA CLASSROOM ACTIVITIES JULY 1, 2015 - MARCH 31, 2016

ACTIVITIES	BALANCES 07/01/2015	TOTAL RECEIPTS 2015 - 2016	TOTAL RECEIPTS & BALANCES 2015- 2016	TOTAL PAYMENTS 2015-2016	BALANCES 3/31/2016
CLASS OF 2014	4,529.89	0.00	4,529.89	0.00	4,529.89
CLASS OF 2015	9,249.60	0.00		5,052.12	4,197.48
CLASS OF 2016	2,988.23	0.00		2,569.91	418.32
CLASS OF 2017	2,024.58	965.68	2,990.26	2,376.02	614.24
CLASS OF 2018	125.75	1,141.00			828.75
CLASS OF 2019	0.00	2,452.25		1,622.50	829.75
ADVERTISING & PUBLICITY	895.24	0.00		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	2,031.75	2,963,72	1,114.17	1,849.55
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		0.00	100.00
FUTURE TEACHERS OF AME	10.72	0.00	10.72	0.00	10.72
GAY & STRAIGHT ALLIANCE	0.00	198.70		0.00	198.70
GENERAL FUND	5,592.28	13,434,70	19,026.98	19,571.24	-544.26
GRADUATION	13,478.58	25.00		5,205.90	8,297.68
HISTORY CLUB	180.00	0.00	180.00	0.00	180.00
ITALIAN CLUB	112.83	1,189.00	150	1,052.00	249.83
JAZZ ENSEMBLE	0.00	0.00	,	0.00	0.00
KEY CLUB	349.04	116.00	-	31.00	434.04
LITERARY/COMPUTER CLUB	0.00	0.00		0.00	0.00
LOG/YEARBOOK	10,456.00	0.00	77	9,800.00	656.00





# SOUTH COUNTRY SCHOOL DISTRICT HIGH SCHOOL-EXTRA CLASSROOM ACTIVITIES JULY 1, 2015 - MARCH 31, 2016

	BALANCES	TOTAL RECEIPTS	TOTAL RECEIPTS & BALANCES 2015-	TOTAL PAYMENTS	BALANCES
ACTIVITIES	07/01/2015	2015 - 2016	2016	2015-2016	3/31/2016
MATH CLUB	487.53	0,00	487.53	375.64	
MATH HONOR SOC.	97.61	0.00	97.61	0.00	
MUSIC FUND	189.23	0.00	189.23	171.04	
MUSICAL SHOW	9,328.59	11,853.00	21,181.59	12,745.65	
PEER MEDIATION	124.00	0.00	124.00	0.00	I ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '
PERCUSSION ENSEMBLE	0.00	0.00	0.00	0.00	
POSTERS CLUB	0.00	0.00	0.00	0.00	
ROBOTICS CLUB	0.00	1,800.00	1,800.00		1,234.37
S.A.D.D.	2,049.36	0.00	2,049.36	51.04	
SCHOOL STORE	9,377.74	588.00	9,965.74	1,759.95	
SCIENCE HONOR SOC	1,576.36	1,082.00	2,658.36	1,334.30	
SENIOR NAT'L HONOR SOC	2,950.40	0.00	2,950.40	0.00	
SEQ	466.09	0.00	466.09	0.00	
SPANISH CLUB	363.63	1,641.15	2,004.78	1,469.67	535.11
STUDENT COUNCIL	1,193.71	4,695.40	5,889.11	3,790.95	
TRI M HONOR SOC.	1,377.63	1,050.00	2,427.63	1,825.00	
VARIETY SHOW	11,463.94	89.99	11,553.93	1,850.00	
WEB SITE CLUB	0.00	0.00	0.00	0.00	
WRITING CLUB/INKWELL	0.00	0.00	0.00	0.00	
WEIGHTLIFTING	143.00	<u>0.00</u>	143.00	0.00	-7,1
	70 J. 10 T.				700 10 10 10
TOTAL	<b>\$</b> 95,171.01	\$ 47,147.62	<u>\$ 142,318.63</u>	<b>\$</b> 77,435.98	\$ 64,882.65





# SOUTH COUNTRY SCHOOL DISTRICT MIDDLE SCHOOL-EXTRA CLASSROOM ACTIVITIES JULY 1, 2015 -MARCH 31, 2016.

ACTIVITIES	BALANCES 07/01/2015	TOTAL RECEIPTS 2015 - 2016	TOTAL RECEIPTS & BALANCES 2015 - 2016	TOTAL PAYMENTS 2015 - 2016	BALANCES 3/31/2016
ADT CLUB	422.00.1	0.00	402.00	0.00	400.00
ART CLUB	423.00	0.00	423.00		423.00
BARGE	479.60	0.00	479.60		479.60
COMPUTER CLUB	40.00	0.00	40.00	0.00	40.00
GENERAL FUND	1,812.69	7,101.70	8,914.39	3,493.80	5,420.59
HISTORY CLUB	22.01	0.00	22.01	0.00	22.01
HONOR SOCIETY	2,419.61	5,871.47	8,291.08	5,060.50	3,230.58
INTERNATIONAL CLU	3.35	0.00	3.35	0,00	3.35
JAZZ ENSEMBLE	0.00	0,00	0.00	0.00	0.00
MATH CLUB	0.00	0.00	0.00	0,00	0.00
MUSICAL	2,687.78	0.00		8,015.53	-5,327.75
PEER MEDIATION	0,00	0.00	2.5	0.00	0.00
SCIENCE CLUB	0,00	0.00	(4.0)	0.00	0.00
SC SINGERS	0.00	0.00	2.7	0.00	0.00
STEP SQUAD	438.00	0.00	438.00	0.00	438.00
STUDENT COUNCIL	13,451.04	142,642.66	156,093.70	117,599.52	38,494.18
YEAR BOOK	3,696.94	0.00	3,696.94	0.00	3,696.94
TOTAL	\$ 25,474.02	\$155,615.83	\$ 181,089.8 <b>5</b>	\$ 134,169.35	<b>\$</b> 46,920.50





# **Budget Adoption**

Budget Presentation #7 April 20, 2016

# **Review of Board Priorities**

- Demonstrate measurable progress in overall and sub-group performance at all buildings and graduation rates at the high school.
- Continue unpacking and implementing the Common Core Learning Standards in instructional practice while being test aware, not test focused.
- Continue reviewing and evaluating new initiatives and intervention programs to improve and address students' social and academic needs.
- Continue to review and evaluate school policies, procedures and structures that impact a diverse group of learners.
- 5. Maximize school-home communication and increase family engagement and the participation of all families at school and in the education of their children.
- Explore the expansion of extended learning time opportunities for at-risk students in time for 2016-17 budget consideration.
- Examine condition of our buildings and facilities and develop a short and long range plan for repairs and maintenance.
- Examine the current status of technology infrastructure and develop plans to ensure 21<sup>st</sup>
   Century technology opportunities are provided for students.
- Explore and develop a future use plan for South Haven in time for 2016-17 budget consideration, whether it be in-house programing or as a revenue source.
- 10.Further investigate full-day pre-kindergarten programing that includes transportation in time for 2016-17 budget consideration.
- II. Develop a fiscally responsible and transparent budget maximizing efficiency and economy ensuring the district is using its resources to deliver the best educational program.

# **Review of Board Priorities**

- Demonstrate measurable progress in overall and sub-group performance at all buildings and graduation rates at the high school.
- Continue unpacking and implementing the Common Core Learning Standards in instructional practice while being test aware, not test focused.
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- Explore the expansion of extended learning time opportunities for at-risk students in time for 2016-17 budget consideration.
- Examine condition of our buildings and facilities and develop a short and long range plan for repairs and maintenance.
- Examine the current status of technology infrastructure and develop plans to ensure 21st Century technology opportunities are provided for students.
- Explore and develop a future use plan for South Haven in time for 2016-17 budget consideration, whether it be in-house programing or as a revenue source.
- 10. Further investigate full-day pre-kindergarten programing that includes transportation in time for 2016-17 budget consideration.
- 11. Develop a fiscally responsible and transparent budget maximizing efficiency and economy ensuring the district is using its resources to deliver the best educational program.

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# **Budget Highlights**

- The recommended budget stays within the Tax Levy Cap
- Spending plan is program driven
- · Maintains our small elementary class size
- Includes funds to support a plan for transporting Pre-K program students
- Includes funds to support a transportation limit change from 1 mile to ½ mile for grades 4 and 5
- Includes FTE positions to support teaming scheduling at the Middle School
- Includes funding Pre-K to 6th classroom libraries
- Includes funding Pre-K to 8th math manipulatives and consumables
- Includes funding to increase participation at Academy of Applied Technologies (BOCES)
- Includes an additional Health Aide at Secondary Level
- Continues support of K-12 intervention programs
- No Change in Fine & Performing Arts or Interscholastic Athletics

# **Summary of Staffing**

Area	FTE Change		
Administrative Staff	NC		
Elementary Staff	+2.4		
Secondary Staff	+6.5		
Non-Instructional Staff	+2.0		
TOTAL STAFF	+10.9		

# **Broad Area Staffing Summary**

10.9 increase overall

**Contingency Reserve 2.0 FTE** 

**5** 

# **Projected Expenses**

*	2015-2016 Budgeted	2016-2017 Projection	Difference
Central Services (Code 1000)	\$12,265,701	\$11,792,923	(\$472,778)
Curriculum (Code 2000)	\$63,110,808	\$66,092,405	\$2,981,597
Transportation (Code 5000)	\$7,975,400	\$8,576,848	\$601,448
Benefits & Debt Service (Code 9000)	\$40,213,366	\$39,834,264	(\$379,102)
Total	\$123,565,275	\$126,296,440	\$2,731,165

Budget-to-Budget increase in expenses is 2.21% Tax Levy increase is 0.82%

# **Projected Revenues**

	2015-2016 Budgeted	2016-2017 Projection	Difference
Allowable Tax Levy Limit	\$57,381,312	\$57,852,321	\$471,009
State Aid	\$52,055,094	\$54,689,057	\$2,633,963
PILOTs	\$7,058,865	\$7,194,634	\$135,769
Miscellaneous Revenue	\$2,101,700	\$1,893,286	(\$208,414)
Designated Fund Balance	\$4,968,304	\$4,500,000	(\$468,304)
Debt Service Transfer	\$0	\$167,142	\$167,142
Total	\$123,565,275	\$121,796,440	\$2,731,165

Designated Fund Balance reduced by \$468,304

7

# **Recommended Budget**

	2014-15 Budgeted	2015-16 Budgeted	2016-17 Projection
Allowable Tax Levy Limit	\$56,241,540	\$57,381,312	\$57,852,321
State Aid	\$50,466,876	\$52,055,094	\$54,689,057
PILOTS	\$6,334,945	\$7,058,865	\$7,194,634
Miscellaneous Revenue	\$1,395,702	\$2,101,700	\$1,893,286
Total	\$114,439,246	\$118,596,971	\$121,629,298
Designated Fund Balance & Reserve Appropriation	\$5,594,613 \$500,000	\$4,968,304	\$4,500,000
Debt Service Transfer	\$1,500,000	\$0	\$167,142
Total Revenues	\$122,033,676	\$123,565,275	\$126,296,440
Total Expenses	\$122.033.676	\$123.565.275	\$126,296,440

Designated Fund Balance/Reserve reduced by \$468,304 Budget-to-Budget Expense increase of \$2,731,165 Tax Levy increase is 0.82%

# **Next Steps**

Adopt Recommended Budget (tonight)

# Expenditure Appropriation \$126,296,440

- Conduct Budget Hearing (May 4, 2016)
- Budget Vote & Election (May 17, 2016)

Property Tax Report Card 2015-2016 - Page 1
580235 - SOUTH COUNTRY CSD Official - as of 04/13/2016 11:13 AM

Note: Some data elements of the Property Tax Report Card have been revised or renamed to more closely follow the Property Tax Cap calculations districts complete on the Office of the State Comptroller website. Please see the Help text above for definitions. Additional guidance on the Property Tax Levy Limit is available on the Office of Educational Management Services website: http://www.p12.nysed.gov/mgtserv/propertytax/taxcap/.

Please also submit an electronic version (PDF or Word) of your school district's 2016-17 Budget Notice to: emscmgts@nysed.gov. This will enable us to help correct any formula or data entry discrepancy quickly.

#### Form Due - April 25, 2016

31-730-1551			
Budgeted 2015-16 (A)	Proposed Budget 2016- 17 (B)	Cha	cent ange C)
23,565,275	126,296,440	2.21	%
7,381,312	57,852,321		
	0		
	0		
	0		
,381,312	57,852,321	0.82	%
	0		
7,381,312	57,852,321		
7,381,312	57,852,321		
Contract of the	0		
565	4,574	0.20	%
		0.12	%
7	2015-16 (A) 3,565,275 ,381,312 ,381,312 ,381,312	2015-16 (A) 17 (B)  3,565,275 126,296,440  3,81,312 57,852,321  0 0 0 0,381,312 57,852,321  0,381,312 57,852,321  0,381,312 57,852,321  0,381,312 57,852,321	2015-16 Budget 2016- (A) 17 (B)  3,565,275   126,296,440   2.21  3,81,312   57,852,321   0

<sup>&</sup>lt;sup>3</sup> For 2016-17, includes any carryover from 2015-16 and excludes any tax levy for library debt or prior year reserve for excess tax levy, including interest.

	Actual 2015-16 (D)	Estimated 2016- 17 (E)
Adjusted Restricted Fund Balance	14,197,957	14,897,957
Assigned Appropriated Fund Balance	4,968,304	4,500,000
Adjusted Unrestricted Fund Balance	4,942,611	5,051,857

<sup>&</sup>lt;sup>1</sup> Exclude any prior year reserve for excess tax levy, including interest.

<sup>&</sup>lt;sup>2</sup> Tax levy associated with educational or transportation services propositions are not eligible for exclusion under the School Tax Levy Limit and may affect voter approval requirements.

Non-Instructional/Business Operations

#### SUBJECT: TRANSPORTATION PROGRAM

It is the intent of the Board of Education to comply with the letter and spirit of the New York State Education Law; with the regulations of the Department of Motor Vehicles and of the Department of Transportation and with the Commissioner of Education's regulations and decisions pertinent to student transportation, and these shall govern any questions not covered by specific declaration of policy herein.

The purposes of the transportation-program are to transport students to and from school, to transport them for extracorricular activities, to transport them on field trips, and to transport those requiring special services.

The Board of Education recognizes and assumes the responsibility for all aspects of the transportation of children wherein the health and safety of students are involved, for the Board of Education has a legal obligation to safeguard the welfare of bus riding children.

#### Scheduling and Routing

Bus routes are authorized by the Board of Education and any requests for a change must be submitted to the Superintendent or his/her designee.

Transportation services shall be provided to meet the needs of the eligible, resident students of the District within the following specified limits and areas established by the Board of Education; eligible, resident in District students in grades K-5 who reside .5 mile or more from school; eligible, resident students in grades 6-8 who reside 1 mile or more from school; and eligible, resident students in grades 9-12 who reside 1 ½ miles of more from school.

The District shall either mail schedules directly to parents or have parents pick up schedules at school. Should the District wish to post school bus schedules online, access to the schedules shall be password protected.

#### Use of Buses by Community Groups

Upon formal application to and approval by the Board of Education buses may be rented or leased to a municipal corporation; to any senior citizen center recognized and funded by the Office for the Aging; to any not-for-profit organization serving those with disabilities; or, to any not-for-profit organization which provides recreational youth services or neighborhood recreation centers. Such rentals/leases can be made only for times when vehicles are not needed for student transport and must be made for a consideration acceptable to the Board which shall not be less than the full amount of the costs and expenses resulting from the lease or rental.

Education Law Sections 1501-b, 3602(7), 3620-3628, 3635 and 3636

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

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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: <a href="http://www.southcountry.org/district/district policies">http://www.southcountry.org/district/district policies</a> 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:



#### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: 4/20/2016

OFFICE OF ORIGIN: Office of Curriculum, Instruction & Accountability

**DATE MATERIAL SUBMITTED: 4/12/2016** 

**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	102290000	CSE/SCSE	052940016
CSE/SCSE	120890001	CSE/SCSE	122230458
CSE/SCSE	112230004	CSE/SCSE	102460000
CSE/SCSE	080390000	CSE/SCSE	102460000
CSE/SCSE	102380009	CSE/SCSE	051660010
CSE/SCSE	082820001	CSE/SCSE	
CSE/SCSE		CSE/SCSE	102780002
CSE/SCSE	122232363	CSE/SCSE	083380001
CSE/SCSE	120610003	CSE/SCSE	052910001
CSE/SCSE	053560000	CSE/SCSE	092470011
CSE/SCSE	113420001	CSE/SCSE	006801596
CSE/SCSE	052580000	CSE/SCSE	006600069
CSE/SCSE	007601363	CSE/SCSE CSE/SCSE	006801151
CSE/SCSE	070800001	CSE/SCSE CSE/SCSE	122231366
CSE/SCSE	008200013		051510002
	122231067	CSE/SCSE	092370018
CSE/SCSE	122232411	CSE/SCSE	052940007
CSE/SCSE	051650019	CSE/SCSE	062480004
CSE/SCSE	062890000	CSE/SCSE	122230939
CSE/SCSE	006801194	CSE/SCSE	052650013
CSE/SCSE	006702830	CSE/SCSE	006702384
CSE/SCSE	007601227	CSE/SCSE	122230397
CSE/SCSE	007601365	CSE/SCSE	061320001
CSE/SCSE	070780008	CSE/SCSE	092040000
CSE/SCSE	082470004	CSE/SCSE	081830005
CSE/SCSE	006702470	CSE/SCSE	070470000
CSE/SCSE	102040002	CSE/SCSE	053140000
CSE/SCSE	053270000	CSE/SCSE	122232170
CSE/SCSE	070810009	CSE/SCSE	061990004
CSE/SCSE	060970012	CSE/SCSE	081830002
CSE/SCSE	082050001	CSE/SCSE	122232271



CSE/SCSE CSE/SCSE CSE/SCSE CSE/SCSE CSE/SCSE CSE/SCSE	090860010 006801358 102390008 006701958 007601159 007601355 006702362	CSE/SCSE CSE/SCSE CSE/SCSE CSE/SCSE CSE/SCSE CSE/SCSE	051810006 111920003 053560000 122232227 006702387 062470007 052940027
CSE/SCSE	122232571		
<u>G.2.</u>			
CPSE	122231444	CPSE	122231971
CPSE	122231278	CPSE	122231281
CPSE	122232585	CPSE	122232546
CPSE	122232603	CPSE	122232619
CPSE	122232602	CPSE	122231324
CPSE	122231812	CPSE	122231026
CPSE	122231051	CPSE	122232682



## **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: April 20, 2016
OFFICE OF ORIGIN: Student Support Services
DATE MATERIAL SUBMITTED: April 11, 2016

**CATEGORY OF ITEM: Action** 

TITLE: CSE/SCSE Recommendations

### STAFF RECOMMENDATION:

Date:	Location:	# of Students
04/01/16	Bellport Middle School	1
04/01/16	Student Support Services	1
03/31/16	Kreamer Street Elementary School	2
03/31/16	Verne W. Critz Elementary School	1
03/31/16	Student Support Services	1
03/30/16	Bellport Middle School	1
03/28/16	Bellport Middle School	2
03/28/16	BOCES	1
03/24/16	Bellport High School	1
03/24/16	Bellport Middle School	1
03/24/16	Frank P. Long Intermediate School	3
03/24/16	Kreamer Street Elementary School	1
03/23/16	Bellport High School	2
03/21/16	Bellport Middle School	1
03/17/16	Bellport High School	3
		_

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03/17/16	Student Support Services	1
03/15/16	Bellport High School	2
03/15/16	Bellport Middle School	£
03/15/16	BOCES	5
03/14/16	BOCES	ر 4
03/10/16	BOCES	2
03/09/16	Bellport High School	1
03/09/16	BOCES	1
03/07/16	Bellport High School	ī
03/03/16	Bellport High School	4
03/03/16	Bellport Middle School	2
03/02/16	Bellport Middle School	3
03/01/16	Bellport High School	1
02/29/16	Bellport High School	3
02/29/16	Bellport Middle School	5
02/26/16	Bellport Middle School	4
02/25/16	Bellport High School	3
02/25/16	Bellport Middle School	1
02/09/16	Bellport High School	2
02/03/16	Bellport High School	3
02/01/16	Bellport High School	4



#### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: 4/20/16

**OFFICE OF ORIGIN: Student Support Services, Southaven School** 

DATE MATERIAL SUBMITTED: 4/8/16

CATEGORY OF ITEM: Action TITLE: CPSE Recommendations

#### STAFF RECOMMENDATION:

Date of CPSE meeting	No. of Students	
3/28/16	2	
3/30/16	2	
3/31/16	2	
4/1/16	2	
4/4/16	1	
4/5/16	1	
4/6/16	1	
4/7/16	2	
4/8/16	1 00	<u>~</u>
	1 Karson	16

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: April 14, 2016

Subject: Human Resources April 20, 2016 Personnel Changes

Administration recommends approval of the following changes in Personnel:

#### II.1 Approve Resignations

-	Resignations						
No.	Unit	Name	Assignment	Effective Date	Reason		
1.1	BTAA		School Monitor/BRK	04/21/16	Accepted Special Education Aide position/FPL		
1.2	BTAA		Teaching Assistant/FPL	05/06/16	Personal		

#### H.2 Approve Non-Instructional New Appointments

No.	Unit	Name	Assignment	Effective Date	Salarv	Replacing
2.1	BTAA		Special Education Aide/BHS	TBD	\$13.42/hr.	
Year			l ·		40	(transferred to FPL)
2.2	BTAA		School Monitor/VWC	04/21/16	\$13.42/hr.	New
2.3	BTAA		School Monitor/BRK	TBD	\$13.42/hr.	, , , , , , , , , , , , , , , , , , , ,

#### 11.3 Approve Salary Schedule

	Change in Salary						
No.	Unit	Name	Position/Bullding	Effective Date	From	To	
3.1	BTA		Teacher/BMS	03/01/16	\$108,248	\$110,898	
3.2	BTA		Teacher/BHS	04/01/16	\$122,229	\$124,883	

#### II.4 Approve Additional Work

M M			After School Regents Instructors-HELP		
	T. Ft. S. T.		Funded through McKinney Vento Grant	F-0 - F	
Na.	Unit	Name	Assignment	Effective Date	Rate of Pay
4.1	BTA		Algebra 1 Common Core (1 of 1). 50 Minutes sessions not to exceed a total of 10 sessions.	04/21/16-06/24/16	\$62.00/session
4.2	BTA		Global (1 of 1). 50 Minutes sessions not to exceed a total of 10 sessions.	04/21/16-06/24/16	\$62.00/session
4.3	BTA		Living Environment (1 of 1). 50 Minutes sessions not to exceed a total of 10 sessions.	04/21/16-06/24/16	\$62.00/session
			Transgender Workshop		
No.	Unit	Name	Funded through Title ILA Assignment	Effective Date	Rate of Pay
4.4	BTA	TYLIMPE	Not to exceed one hour	04/12/16	\$50.00/hr.
4.5	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
4.6	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
4.7	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
4.8	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
4.9	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
1.10	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
.11	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
.12	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
1.13	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
1.14	BTA	_	Not to exceed one hour	04/12/16	\$50.00/hr.
1.15	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
1.16	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
1.17	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
1.17	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
.19	BTA	<del></del>	Not to exceed one hour	04/12/16	\$50.00/hr.
.20	BTA		Not to exceed one hour		\$50.00/hr.
1.21	BTA	-	Not to exceed one hour	04/12/16 04/12/16	\$50.00/hr.
.22	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
1.23	BTA		Not to exceed one hour	04/12/16	\$50.00/hr.
1.4.3 (0.000)	DIA		Professional Development	04/12/10	\$50.00/nr.
			Funded through Title II		
No.	Unit	Name	Assignment	Effective Date	Rate of Pay
1.24	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BHS	03/31/16-06/20/16	\$50.00/hr.
1.25	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BHS	03/31/16-06/20/16	\$50.00/hr.
.26	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BHS	03/31/16-06/20/16	\$50.00/hr.
1.27	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BHS	03/31/16-06/20/16	\$50.00/hr.
1.28	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BHS	03/31/16-06/20/16	\$50.00/hr.
1.29	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BHS	03/31/16-06/20/16	\$50.00/hr.

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	Professional Development Continued  Funded through Title II							
No.	Unit	Name	Assignment	Effective Date	Rate of Pay			
4.30	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BHS	03/31/16-06/20/16	\$50.00/hr.			
4.31	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BHS	03/31/16-06/20/16	\$50.00/hr.			
4.32	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BMS	03/31/16-06/20/16	\$50.00/hr.			
4.33	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BMS	03/31/16-06/20/16	\$50.00/hr.			
4.34	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BMS	03/31/16-06/20/16	\$50.00/hr.			
4.35	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BMS	03/31/16-06/20/16	\$50.00/hr.			
4.36	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BMS	03/31/16-06/20/16	\$50.00/hr.			
4.37	BTA		Moving Literacy Forward course. Not to exceed 12 hours/FPL	03/31/16-06/20/16	\$50.00/hr.			
4.38	BTA		Moving Literacy Forward course. Not to exceed 12 hours/FPL	03/31/16-06/20/16	\$50.00/hr.			
4.39	BTA		Moving Literacy Forward course. Not to exceed 12 hours/FPL	03/31/16-06/20/16	\$50.00/hr.			
4.40	ВТА		Moving Literacy Forward course. Not to exceed 12 hours/BRK	03/31/16-06/20/16	\$50.00/hr.			
4.41	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BRK	03/31/16-06/20/16	\$50.00/hr.			
4.42	BTA		Moving Literacy Forward course. Not to exceed 12 hours/BRK	03/31/16-06/20/16	\$50.00/hr.			
4.43	BTA		Moving Literacy Forward course. Not to exceed 12 hours/KRM	03/31/16-06/20/16	\$50.00/hr.			
4.44	BTA		Moving Literacy Forward course. Not to exceed 12 hours/KRM	03/31/16-06/20/16	\$50.00/hr.			
4.45	BTA		Moving Literacy Forward course. Not to exceed 12 hours/KRM	03/31/16-06/20/16	\$50.00/hr.			
4.46	BTA		Moving Literacy Forward course. Not to exceed 12 hours/KRM	03/31/16-06/20/16	\$50.00/hr.			
4.47	BTA		Moving Literacy Forward course. Not to exceed 12 hours/VWC	03/31/16-06/20/16	\$50.00/hr.			
4.48	BTA		Moving Literacy Forward course. Not to exceed 12 hours/VWC	03/31/16-06/20/16	\$50.00/hr.			
4.49	BTA		Moving Literacy Forward course. Not to exceed 12 hours/VWC	03/31/16-06/20/16	\$50.00/hr.			
4.50	BTA		Moving Literacy Forward course. Not to exceed 12 hours/VWC	03/31/16-06/20/16	\$50.00/hr.			
4.51	BTA		Moving Literacy Forward course. Not to exceed 12 hours/VWC	03/31/16-06/20/16	\$50.00/hr.			
		w 10 10 To 4 To 4	Credit Recovery/Suspension After School Program					
No.	Unit	Name	Assignment	Effective Date	Salary			
4.52	ВТА		Substitute - Two hours per day (Monday-Friday) as needed.	09/01/15-06/30/16 (originally approved 4/6/16, revised dates)	\$59.00/hr.			
4.53	BTA		Substitute - Two hours per day (Monday-Friday) as needed.	09/01/15-06/30/16 (originally approved 4/6/16, revised dates)	\$59.00/hr.			

#### H.5 Approve Extra Duties Assignment

			Clubs	
No.	Unit	Name	Assignment	Stipend
5.1	BTA	RESCIND-	Class Advisor - 12th Grade - 2 of 2 positions	\$2,182
5.2	BTA		Class Advisor - 12th Grade - 2 of 2 positions (Replacing )	\$2,182
	The same	Para transfer of	Interscholastic	
No.	Unit	Name	Assignment	Stipend
5.3	NC		Boys' Track Team (Spring)	Vol

#### H.6 Approve Substitutes

			Daily Substitutes		
No.	Unit	Name	Assignment	Effective Date	Rate of Pay
6.1	NC		Substitute Custodial Worker/DSW	09/01/15-06/24/16	\$11,00/hr.

Schools/Buildings Unit/Group VWC = Verne W, Critz Elementary BTA = Teachers BHS = Bellport High School CSEA = Clerical/8&G/Nurses STU = Student Worker BMS = Bellport Middle School SHS = South Haven School BTAA = TA/Aides/Monitors FPL = Frank P. Long Intermediate SSS = Student Support Services SCAA = Directors/Principals/AP VOL = Volunteer BRK = Brookhaven Elementary DSW = District Wide SEC = Security NC = Non Contractual



#### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: April 20, 2016

**OFFICE OF ORIGIN:** Finance & Management Services

**DATE MATERIAL SUBMITTED: April 11, 2016** 

**CATEGORY OF ITEM: Action** 

- 1. Consultant Services Contract Dr. Gravity Goldberg, LLC
- 2. Consultant Services Contract Dr. Nicki Newton Education Solutions
- 3. Consultant Services Contract Complete Rehabilitation PT OT of the Hamptons
- 4. School Services Contract Julia Dyckman Andrus Memorial, Inc. dba Andrus Children Center
- 5. Consultant Services Contract The Institute for Children with Autism and Related Disorders
- 6. Consultant Services Contract SCO Family of Services Madonna Heights
- 7. Consultant Services Contract Da Vinci Education and Research
- 8. Consultant Services Contract Jeffrey Korn
- 9. Consultant Services Contract Management and Advisory Group Special Services, Inc.
- 10. Consultant Services Contract Out East Therapy of New York
- 11. Consultant Services Contract Creative Tutoring, Inc.

#### **CONSULTANT SERVICES CONTRACT**

This Agreement is entered into this 20<sup>th</sup> day of April, 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 North Dunton Ave, East Patchogue, New York, and Dr. Gravity Goldberg, Gravity Goldberg, LLC, (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at PO Box 1010, Nyack, NY 10960.

#### A. TERM

The term of this Agreement shall be from July 1, 2016 through July 31, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood the DISTRICT is under no obligation to renew this Agreement upon its expiration.

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

1. During the term of this agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not limited to the following:

Provide professional development to elementary teachers in the area of developing mindsets and moves in Literacy instruction.

2. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall be provided according to the following schedule:

During the school day 9:00 - 3:00

- 3. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
- 4. CONSULTANT shall provide conscientious, competent and diligent services throughout the term of the Agreement.
- 5. The DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.
- 6. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services under this Agreement.
- 7. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.

- 8. DISTRICT reserves the right to rejectany of the CONSULTANT'S staff, which the DISTRICT, at its sole descretion, may deem unqualified.
- 9. CONSULTANT shall perform background checks and fingerprinting services to employees, and comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act. CONSULTANT shall provide the DISTRICT with the appropriate proof of clearance for employment by the New York State Education Department.

#### C. <u>CONDITIONS</u>

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

#### 1. 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.

#### 2. Defense / Indemnification:

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

- 3. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 9. 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.

#### D. <u>COMPENSATION</u>

- 1. Compensation shall be at the rate of Three thousand (\$3,000.00) dollars per day.
  - July 27, 2016
- 2. The CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.

- 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. TERMINATION

- 1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term without notice and with or without cause.
- 2. 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.
- 3. 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.

#### F. INSURANCE

- 1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000).
- 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.

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

**CONSULTANT** 

DISTRICT

By: Dr. Gravity Goldberg Gravity Goldberg, LLC PO Box 1010 Nyack, NY 10960

By: Mr. Chris Picini Board of Education, President

#### CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 20<sup>th</sup> day of April, 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 North Dunton Ave, East Patchogue, New York, and Dr. Nicki Newton, Newton Education Solutions, (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 635 Lakeside Drive, Bridgeport, CT, 06606.

#### A. <u>TERM</u>

The term of this Agreement shall be from July 1, 2016 through July 31, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood the DISTRICT is under no obligation to renew this Agreement upon its expiration.

#### B. SERVICES AND RESPONSIBILITIES

1. During the term of this agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not limited to the following:

Provide professional development to elementary teachers in the area of developing mathematical fluency and problem solving skills with students.

2. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall be provided according to the following schedule:

During the summer school day 9:00 - 3:00

- 3. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
- 4. CONSULTANT shall provide conscientious, competent and diligent services throughout the term of the Agreement.
- 5. The DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.
- 6. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services under this Agreement.
- 7. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.

- 8. DISTRICT reserves the right to rejectany of the CONSULTANT'S staff, which the DISTRICT, at its sole descretion, may deem unqualified.
- 9. CONSULTANT shall perform background checks and fingerprinting services to employees, and comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act. CONSULTANT shall provide the DISTRICT with the appropriate proof of clearance for employment by the New York State Education Department.

#### C. <u>CONDITIONS</u>

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

#### 1. 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.

#### 2. Defense / Indemnification:

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

- 3. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 9. 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.

#### D. <u>COMPENSATION</u>

- 1. Compensation shall be at the rate of Four thousand two hundred and twenty (\$4,220.00) dollars for presentation, lodging, travel and food expenses.
  - July 19, 2016
- 2. The CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.

- 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. TERMINATION

- 1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term without notice and with or without cause.
- 2. 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.
- 3. 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.

#### F. INSURANCE

- 1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000).
- 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.

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

CONSULTANT

DISTRICT

By: Dr. Nicki Newton Newton Education Solutions 635 Lakeside Drive Bridgeport, CT 06606

By: Mr. Chris Picini Board of Education, President

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

#### CONSULTANT SERVICES CONTRACT

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

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

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

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

#### E. <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.

#### Notices

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

To District: Superintendent of Schools

South Country CSD 189 Dunton Avenue

East Patchogue, NY 11772

To Consultant: Complete Rehabilitation Consultants, Inc.

PO Box 1025

Remsenburg, New York 11960

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

IN WITNESS THEREOF, the parties hereto have year first above written.	executed this Agreement the day and
CONSULTANT	DISTRICT
Balon He	By:

#### Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC

#### Rate Sheet: South Country School District 2016-2017 School Year

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC shall provide services as defined in the District's referral and/or the student's IEP in accordance with Federal and State Laws regulating the practice of such educational services.

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

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

Rate: \$160 per evaluation (in District) \$200 per evaluation (private/parochial school and out of District)

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

Service Option Rate\* Direct Individual Treatment (per 30 minute session) \$39 (Includes pull-outs, classroom based push-in sessions and consultation/monitoring) **Direct Group Treatment** (per 30 minute session, group size 2-5 children) \$60 (Includes pull-outs and classroom based push-in sessions) **Integrated Occupational Therapy Programming** \$58 (per 30 minute session) Occupational Therapy Classroom Program Support (per 30 minute session) \$45 RtI Support: Tier 1: 10-Week OT Consultation (per 30 minute session) \$45 Tier 1: 10-Week PT Consultation (per 30 minute session) \$45 (2-5 students, per 30 minute session) Tier 2: OT Hand Skills Group \$45 Tier 2: PT Gross-Motor Skills Group (2-5 students, per 30 minute session) \$45 **Special Education Home Instruction** (per 30 minute session) \$48 Home-Based Student Direct Treatment- OT/PT/ST (per 30 minute session) \$48 District Students (Cross-Contracted) Attending Programs Out of District (PT, OT, ST) (per 30 minute session) \$45 District Students Parentally Placed in Private/Charter Schools (PT, OT, ST) (per 30 minute session) \$48

Attendance (in-person or telephonically) at CSE meetings, district scheduled parent/teacher conferences and Annual Review Meetings (as requested by the <u>South County School District</u>).

Rate: \$39/30 minute increments.

#### Fabrication of hand splints, adaptive equipment or assistive devices:

Rate to be determined by cost of materials and supplies.

#### Payment Schedule:

<u>South Country School District</u> to make payment(s) once an invoice is submitted for payment. Invoice to include total treatment sessions by hours, dates that the invoice covers and total amount due for the period specified. Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC will submit an invoice for services rendered on a monthly basis and the school district agrees to make full payment within thirty (30) days after receipt of said invoice.

<sup>\*</sup>this rate includes therapist and administrative fees.

#### SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

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

#### SCHOOL SERVICES CONTRACT

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 Julia Dyckman Andrus Memorial, Inc. dba Andrus Children Center (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 1156 North Broadway Yonkers, New York 10701.

#### 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 the SCHOOL 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. SERVICES AND RESPONSIBILITIES:

- During the term of this Agreement, SCHOOL 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 SCHOOL 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.
- All services provided under this Agreement by the SCHOOL to students 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 SCHOOL upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents as are necessary for the SCHOOL to perform its services pursuant to this Agreement.

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, including those related to the discipline of students with disabilities.

- 5. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.
- 6. The SCHOOL represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. SCHOOL shall be responsible for orientation and training of its own staff. 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 that the required license/certification of any agent or employee of SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, 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 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. 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 Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff, and medical staff. The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when 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, 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

- 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.
- 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, the SCHOOL shall promptly give written notice of same to the DISTRICT.
- 15. The DISTRICT reserves the right to reject any of the SCHOOL'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
- 16. The SCHOOL 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 the SCHOOL has failed to maintain its status.
- 17. The SCHOOL 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. The SCHOOL shall notify the District immediately in the event the student has an unauthorized absence of (1) day or more. The SCHOOL shall not discharge a student without prior authorization of the DISTRICT.

18. The SCHOOL 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>:

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- 1. The SCHOOL, at its sole expense, shall procure and maintain such policies of commercial general liability 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 SCHOOL in connection with the performance of 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).
- 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 SCHOOL shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
- 4. 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.

#### D. <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. See Schedule A.
- 2. The SCHOOL 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 SCHOOL within thirty (30) days of the DISTRICT'S receipt of such invoice.
- 3. 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.
- 4. Neither the SCHOOL 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. The SCHOOL 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 SCHOOL 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 the SCHOOL'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 SCHOOL.
- c. In the event the SCHOOL 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. The SCHOOL 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 the SCHOOL 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. 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.

#### 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 School: Julia Dyckman Andrus Memorial, Inc.

dba Andrus Children Center 1156 North Broadway

Yonkers, New York 10701

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.

SCHOOL	DISTRICT	ANN MILE
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Bml		in the space was a second
By: Bryan R. Murphy President & CEO	By:	

SCHEDULE A

Student Name	DOB	Program Level	Service Period	Est. Cost
			1	
	1			
			<del> </del>	
				-
				- 10

.. . . .

# SOUTH COUNTRY CENTRAL SCHOOL DISTRICT Administrative Offices 189 Dunton Avenue East Patchogue, New York 11772

#### CONSULTANT SERVICES CONTRACT

This Agreement is entered into this	day of	, 2016 by and	between the	Board of
Education of the South Country Central	School District (her	reinafter the "DISTRIC	CT"), having its	principal
place of business for the purpose of this				
The Institute for Children with Autis	m and Related Dis	sorders, Inc. (herein	after "CONSU	LTANT"),
having its principal place of business for	the purpose of this	Agreement at 1149 (	Old Country Ro	ad, Bldg.
E, Riverhead, NY 11901.		-	•	

#### 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>

- During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to this services set forth on the attached Quote Sheet, incorporated by reference herein and made a part of this agreement.
- 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.
- Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
- 6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
- 7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement

- are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
- 8. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- 9. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
- 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.
- 12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
- 13. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
- 14. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
- 15. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

Page 3 of 5

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

#### 18. Insurance:

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

#### C. COMPENSATION:

- 1. The DISTRICT shall pay CONSULTANT in accordance with the attached Quote Sheet, following the presentation of detailed invoices by CONSULTANT to the DISTRICT.
- The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
- 3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
- 4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
- 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.

#### Independent Contractor:

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

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

The Institute for Children with Autism

Michael Darcy

Institute for Children with Autism and Related Disorders

1149 Old Country Rd., Bldg. E

Riverhead, NY 11901

- 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.
- No Waiver: The failure of either party to enforce any provision of this Agreement shall
  not be construed as a waiver or limitation of that party's right to subsequently enforce
  every provision of this Agreement.
- 7. <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. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
- 9. <u>Venue</u>: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau 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

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

and Related Disorders, Inc.	·
and Dece	
By:	By:
	President, Board of Education

#### **QUOTE SHEET**

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

Name of Provider: Institute for Children with Autism and	Related Disorders, Inc.			
Contact Name and Title: Michael Darcy, Director and Chief Clinical Officer				
Address: 1149 Old Country Rd, Bldg. E. Riverhead, N.Y	<u>. 11901</u>			
Telephone # 631-727-7691				
E Mail: autismhelpcenter@aol.com Website: www.inst	ituteforchildrenwithautism.com			
Type(s) of Related Service and Rate Information for each type of Related Service that would be included in a potential agreement with the District (or attach rate sheet):				
Type of Related Service: <u>Autism Consultation</u>	Rate Information: \$125, per hour			
Type of Related Service: Behavioral Consultation	Rate Information: \$125. per hour			
Type of Related Service: Parent Training	Rate Information: <u>\$125. per hour</u>			
Type of Related Service: Home ABA Therapy (Teacher)	Rate Information: \$75. per hour			
Type of Related Service: Home ABA_Therapy ( Para)	Rate Information:_\$50. per hour			
Type of Related Service:_ADOS Evaluation	Rate Information \$1600/ per eval			
Type of Related Service:_Staff,Training	Rate Information:_ \$125.per hour			
Type of Related Service:_Transition Planning	Rate Information: \$100 per hour			
Type of Related Service:_Psychiatric Evaluations	Rate Information:_\$1000 per eval.			
Type of Related Service:Rate Information:				
Type of Related Service:	Rate Information:			
Type of Related Service:	Rate Information:			

# SOUTH COUNTRY CENTRAL SCHOOL DISTRICT Administrative Offices 189 Dunton Avenue

East Patchogue, New York 11772

### **CONSULTANT SERVICES CONTRACT**

This Agreement is entered into this 31st day of Land, 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, New York 11772, and Madonna Heights Services (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 151 Burrs Lane, Dix Hills, New York 11746.

#### 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, the CONSULTANT is a private, not-for-profit institution licensed and qualified within the State of New York and 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 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 the student(s) referred by the DISTRICT in accordance with Part 200 of the Regulations of the Commissioner of Education.
- 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.
- 3. 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. 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.

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- 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. 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 (1) day or more. CONSULTANT shall not discharge a student without prior authorization of the DISTRICT.

# 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 SCHOOL 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.
- 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.
- 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:

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

To District:

Superintendent of Schools

South Country CSD 189 Dunton Avenue New York 11772

To Consultant:

Madonna Heights Services

151 Burrs Lane

Dix Hills, New York 11746.

- 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: Douglas O'Dell Executive Director SCO Family of Services Madonna Heights School

# SCHEDULE A

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

Name of Student(s)	Date of Birth	
Children of the children	Withhole:	

# SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

# Administrative Offices 189 Dunton Avenue East Patchogue, New York 11772

# **CONSULTANT SERVICES CONTRACT**

This Agreement is entered into this	day of	, 2016 by	and between	the Board of
Education of the South Country Centra	d School Distric	t (hereinafter th	e "DISTRICT	["), having its
principal place of business for the p	urpose of this	Agreement at 1	189 Dunton	Avenue, East
Patchogue, New York 11772, and	Da Vinci Ed	lucation & Re	search, LLC	(hereinafter
"CONSULTANT"), having its principa	al place of busi	ness for the pur	rpose of this	Agreement at
550 North Country Road, Suite B, St. J	ames, New Yor	k 11780.	•	

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

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

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

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

# C. <u>INSURANCE</u>:

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

#### D. <u>COMPENSATION</u>:

- 1. The DISTRICT shall pay CONSULTANT in accordance with the attached Schedule "A", incorporated by reference herein and made a part of this Agreement.
- 2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.
- 3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, the DISTRICT shall be responsible for payment of the fee associated with such services only in the event the DISTRICT fails to provide CONSULTANT with 24 hours notice of such absence.
- 4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
- Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
- 6. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

#### E. <u>MISCELLANEOUS</u>

#### 1. Termination:

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

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

# 2. Independent Contractor:

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

# 3. Defense / Indemnification:

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

#### 4. Notices

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

To District:

Superintendent of Schools

189 Dunton Avenue

East Patchogue, New York 11772

To Consultant:

Da Vinci Education & Research, LLC

550 North Country Road

Suite B

St. James, New York 11780

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

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

CONSULTANT	DISTRICT	
A D		
Alry Leo		
By: Kerry Leo Director	By:	
Davinci Education & Research		



# Da Vinci Education & Research LLC Services, Staff Development and Training Packages 2016-2017

Reading	Language	Services
Meauing	Lauguage	Services

Home-Bound Tutoring (content area) \$40/hr Specialized Reading & Language instruction on-site at Da Vinci \$110/hr Specialized Reading & Language instruction (in district, 1:1) \$125/session Student/Teacher Consultation (including CSE participation) \$200/hr **Educational Evaluations** \$2,000 Resource Room Services (private or parochial school) \$50/per half hour session/per child (\$150 max)

### **Speech-Language Services**

Speech Evaluation	\$600
Speech Therapy Session (1:1)	\$50/30 min
Speech Therapy Session (Group-3:1)	\$100/30 min

# Occupational Therapy Services

Occupational Therapy Evaluation	\$150
Occupational Therapy Screening	\$45
Occupational Therapy Session (1:1)	\$50/30 min
Occupational Therapy Session (Group-3:1)	\$90/30 min

### **Behavioral Services**

Behavior Consultation (In School)	\$120/hr
Behavior Consultation (In Home)	\$105/hr
Parent Training	\$105/hr
ABA and SEIT Services (Home or School)	\$40/30 min
CSE	\$40/30 min

# Staff Development and Training Packages

2 to 3 Hour Superintendent's Conference Day Seminar unlimited participants	\$2,000
2 to 5 Day Customized Staff Development Workshops	\$3,000/day
Daily Consulting Rates	\$2,500/day
	per consultant

<sup>-</sup>Workshop rates are for up to 30 participants. Additional participants will be billed at an individual rate.

-Materials & Printing are an additional cost.

# Dr. Thomas Rosati A.T.P

# Da Vinci Education & Research 2016-2017

#### RATE SHEET

# **Services**

Full Independent Assistive Technology Evaluation

This would be a standalone education based evaluation created in direct consultation with all pertinent staff, parents, and direct assessment for a specific student. It includes a comprehensive review of documents, artifacts, and facilities to best incorporate recommendations into the student's program. This may include collaboration with staff including interfacing with site visits or structured observation as "eyes and ears".

A meeting with CSE or district staff either by phone or in person at a mutually agreed upon time to discuss the report will be included.

Assistive Technology Consultation
Dr. Rosati will meet with school district personnel to discuss the specific AT needs of the student. Approx. 1 hour.

\$150.00

Assistive Technology Consultation & Review of Documents Includes a consultation with school district personnel and review of all related documents. A written report will be included.

\$500.00

Assistive Technology Session with student. (per session: 45min.-1hr.)

\$125.00

1:1 with student using recommended programs/technology. Support will be provided at our center or in-district.

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

#### CONSULTANT SERVICES CONTRACT

This Agreement is entered into this \_\_\_\_\_day of \_\_\_\_\_, 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, NY 11772, and Jeffrey Korn (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 8 Redlef Street, East Patchogue, NY 11772.

#### 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. SERVICES AND RESPONSIBILITIES:

- 1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:
  - Speech and Language Testing
  - Speech and Language Therapy
  - Parental Consultation
  - Teacher Consultation
- 2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
- 3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
- 4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
- 5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
- 6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
- 7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.

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

#### 18. Insurance

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

#### C. <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:

Speech and Language Testing

\$240 per evaluation

Speech and Language Therapy \$40 per half hour session

- 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 invoices.
- 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 bill for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
- 4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
- 5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

#### D. MISCELLANEOUS

1. Termination:

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

#### 2. Independent Contractor:

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

#### 3. Defense / Idemnification

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

To District:

Superintendent of Schools

South Country Central School District

189 N. Dunton Avenue E. Patchogue, NY 11772

To Consultant:

Jeffrey Korn 8 Redlef Street

E. Patchogue, NY 11772

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

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

DISTRICT

00:1002::::1		
Jullen Kon 4/2/16		
Date:	President, Board of Education	Date:

CONSULTANT

# 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 COUN	TRY CENTRAL	SCHOOL DISTRICT
(hereinafter "DISTRICT"), having its	principal place	of business for	the purpose of this
Agreement at 189 Dunton Avenue, Ea	st Patchogue, N	lew York 11772 a	ind MANAGEMENT
AND ADVISORY GROUP SPECIA	L SERVICES,	INC. (hereinafter	"CONSULTANT"),
having its principal place of business	for the purpose	of this Agreemen	t at 385 Main Street,
Catskill, New York 12414.	- •	_	·

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

- 1. During the term of this Agreement, CONSULTANT will provide a CONSULTANT to confer with District personnel and file all school age public and private System to Track and Account for Children ("STAC") forms. CONSULTANT's duties shall also include the following:
  - i. amend and verify all current year STAC's to actual costs;
  - ii. complete AVLs and HCSARs prospectively;
  - iii. cost out new entrants to the system periodically through the school year;
  - iv. complete re-applications prospectively;
  - v. make onsite visits periodically; and
  - vi. work with the District to obtain approvals for private high cost and residential students.

CONSULTANT shall prepare and provide to the DISTRICT a written report and all background documentation regarding the same. CONSULTANT agrees to keep confidential any and all student and staff information, any user passwords, user names or other information acquired in connection with the performance of its duties unless required to be disclosed by law.

2. The DISTRICT agrees to provide the necessary space, information and documents as needed for the delivery of services.

- 3. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
- 4. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT.
- 5. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
- 6. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with HIPAA Regulations, if applicable.
- 7. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

# C. <u>INSURANCE</u>:

- 1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
- 2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.

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

## D. <u>COMPENSATION</u>:

- 1. The DISTRICT shall pay CONSULTANT in accordance with the following terms:
  - a. CONSULTANT shall be entitled to a fee of \$15,845 per year payable in monthly installments of \$1,320.37
  - b. During the term of this Agreement, for CONSULTANT visits in excess of two (2), travel expenses shall include mileage reimbursement at the IRS rate, tolls and meals, if applicable.
- 2. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
- 3. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

# E. <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 Central School District 189 Dunton Avenue East Patchogue, NY 11772 To Consultant:

Management Advisory Group of NY, Inc.

385 Main Street

Catskill, New York 12414

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

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

	MANAGEMENT ADVISORY GROUP SPECIAL SERVICES, INC.		SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
By:	(MMy Sty) 3/30/16 Date	Ву:	Date

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

# CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this \_\_\_\_\_day of \_\_\_\_\_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 OUT EAST THERAPY OF NEW YORK FOR OT, PT, SLP, RN AND PSYCHOLOGY SERVICES, PLLC, INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at PO Box 1312, Center Moriches, NY 11934.

### 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.
- 9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
- 10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
- 11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
- 12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
- 13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information,

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

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

#### 16. **INSURANCE**:

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

#### C. COMPENSATION:

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

#### SEE SCHEDULE A

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

#### D. <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:

OUT EAST THERAPY of NEW YORK for OT, PT, SLP,

RN and Psychology Services, PLLC, Inc.

PO Box 1312

Center Moriches, NY 11934

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.

OUT EAST THERAPY OF NEW YORK FOR OT, PT, SLP, RN AND PSYCHOLOGY SERVICES, PLLC, INC.	SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

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

# 7. A RATE SCHEDULE

Education service(s) offered by Out East, and the charges for such service(s) during the term of this contract, shall be as follows: (30 min sessions)

# Individual Session:

OT, PT, SLP, Social Work

COTA

Vision Services

Teacher of the Deaf Services

CSE meetings Group Sessions:

OT, PT, SLP, Social Work

COTA

**Behavior Intervention** 

BCBA Consultant

Psychological Services

Counseling

Counseling group session

FBA/BIP

Whole Classroom Push-ins

\$41 per 30 minutes

\$37 per 30 minutes

\$59 per 30 minutes

\$59 per 30 minutes

\$41 per 30 minutes

\$62.00 per 30 minutes

\$57.00 per 30 minutes

\$55 per 30 minutes

\$100 per 30 minutes

\$39 per 30 minutes

\$55.00 per 30 minutes up to 5 children

\$125 per hour \$68.00 per hour

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# OUT EAST THERAPY of NEW YORK for OT, PT, SLP, RN and Psychology Services, PLLC P.O. Box 1312 Center Moriches, NY 11934

Handwriting Groups:	\$64.00 per 30 minutes up to 8 children
Out of District (PVT/parochial and home based	d):
OT individual	\$46 per 30 minutes
PT individual	\$46 per 30 minutes
SLP individual	\$46 per 30 minutes
Evaluations:	
OT, PT, SLP	\$175
Psychological	\$480
Social History	\$100
Education by Psychologist	\$350
Education by special educator	\$200
Bilingual OT/PT	\$350
Bilingual Psychological/Ed	\$750 \$750
Bilingual Psychological/Social Hx	\$550
Bilingual Education by Psychologist	\$450
Bilingual Education by special educator	\$350
Assistive Technology	\$1500
Assistive Technology Consult	\$20 per 30 minutes
Vision and Hearing	\$300
Orientation and Mobility	\$1200
Nursing:	
Licensed Practical Nurse	***
Electised Flactical Pulise	\$36 per 60 minutes
Registered Nurse	\$210/day
Kegistered Murse	\$40 per 60 minutes
	\$230/day
Home Instruction	\$40 per hour
Teacher's assistant	\$30 per hour
Resource Room	
Individual	
	\$45 per 30 min
Group of 2	\$35 per 30 min
Group of 3-5	\$30 per 30 min

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

# CONSULTANT SERVICES CONTRACT

This Agreement is entered into this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 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, NY 11772, and Creative Tutoring, Inc. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1120 Old Country Road, Plainview, NY 11803.

# 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 outlined herein and as specified by the DISTRICT.
- CONSULTANT shall abide by the DISTRICT'S calendar. The DISTRICT shall
  not be liable for work performed under this Agreement when class is not
  otherwise in session without the express written authorization of the DISTRICT.
- 3. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
- 4. If applicable, all services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
- 5. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
- 6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to

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

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

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

#### C. <u>INSURANCE</u>:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by

CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

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

#### D. COMPENSATION:

- 1. The DISTRICT shall pay CONSULTANT in accordance with attached fee schedule, incorporated by referenced herein and made a part of this Agreement.
- 2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice.
- 3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
- 4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
- 5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
- 6. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as

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

# E. <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:

**DISTRICT**:

South Country CSD 189 Dunton Avenue East Patchogue, New York 11772 CONSULTANT:
Creative Tutoring, Inc.
1129 Old Country Road
Plainview, New York 11803

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

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

Creative Tutoring, Inc.	SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
14 sty	
Date: 3/28/16	Date:

Creative Tutoring, Inc.'s office and teaching staff are proud of our thirty eight year (38) history. Creative Tutoring, Inc. gives one hundred and ten percent (110%) to ensure that the student's educational needs are met.

The homebound instruction cost for the 2016-2017 school year:

Individual Student hourly rate:

\$39.00 per hour

Resource Room Rate:

\$39.00 per hour (session defined as less than

an hour)

Student or Parent not showing for an appointment: \$39.00 for one (1) hour. There is no charge for the second hour scheduled.

Same day cancellation:

One hour \$39.00

Pick up Regents exam: Return Regents exam:

One half hour (1/2)-\$19.50

One half hour (1/2)-\$19.50

There is no charge for picking up or returning books and curriculum.

The total cost for the 2016-2017 school year cannot be calculated because instruction is on an as needed basis.