SOUTH COUNTRY CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION BUSINESS MEETING

CENTRAL OFFICE

WEDNESDAY, MAY 18, 2016

The meeting will begin at 6:30 p.m., for the possible purpose of considering a motion to enter executive session to discuss personnel matters, negotiations with the 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 April 20, 2016-pg. #4
 - 2. Minutes- Budget Hearing of May 4, 2016-pg. #8
 - 3. Treasurer's Report- April, 2016-pg. #10
 - 4. Claims Report- February, 2016-pg. #31
 - 5. Claims Report- April, 2016-pg. #33
- D. Communications and Announcements
 - 1. Superintendent's Report
 - a) Student Recognitions
 - 2. Trustee and Advisory Committee Reports (if any)
- E. Public Commentary (Agenda Items Only)
- F. Items for Discussion/Action
 - 1. Acceptance of Budget Vote
 - 2. 2016-2017 Board of Education Meeting Schedule- pg. #35
 - 3. First Reading: Policy 5720 pg. #37

- G. Board Consent Agenda Curriculum and Instruction-pg. #43
 - 1. CSE/SCSE Minutes- pg. #45
 - 2. CPSE Minutes- pg. #47

H. Board Consent Agenda – Personnel- pg. #48

- 1. Resignations, Leave of Absences & Return from Leave of Absence
- 2. Recalls
- 3. Instructional New Appointments
- 4. Non-Instructional New Appointments
- 5. Salary Schedule
- 6. Additional Work
- 7. Extra Duties Assignment
- 8. Substitutes
- 9. APPR Lead Evaluators Training and Certification

I. Board Consent Agenda – Business- pg. #58

- 1. Consultant Services Contract with Health Source Group, Inc. pg. #59
- Consultant Services Contract with Positive Behavior Support Consulting & Psychological Resources, P.C. - pg. #67
- 3. Consultant Services Contract with Eden II School for Autistic Children, Inc. pg. #77
- 4. Consultant Services Contract with Joan Tschopp- pg. #85
- 5. Consultant Services Contract with Nassau Suffolk Services for the Autistic, Inc. pg. #91
- 6. Consultant Services Contract with Islip Tutoring- pg. #100
- 7. Consultant Services Contract with Dr. Vicki L. Mingin-pg. #108
- 8. Consultant Services Contract with MKSA- pg. #113
- 9. Consultant Services Contract with Long Island Tutorial Services, Inc. pg. #121
- 10. Consultant Services Contract with Life's WORC-pg. #129
- 11. Consultant Services Contract with Serene Home Nursing Agency-pg. #136
- 12. Consultant Services Contract with Reddy Consulting Services, Inc. pg. #144
- 13. Consultant Services Contract with Career and Employment Options- pg. #151
- 14. Health Services Contracts with Westbury Union Free School District- pg. #161
- 15. Health Services Contracts with Riverhead Central School District-pg. #164
- 16. Budget Transfer to Equipment B & G-pg. #173
- 17. Budget Transfer to Contract Services- pg. #174
- 18. Budget Transfer to Custodial Supplies & Contract Services- pg. #175
- 19. Budget Transfer to Auto Parts B & G and Custodial Supplies-pg. #176
- 20. Fund Surplus Resolution Agreement and Release with Questar III- pg. #177
- 21. SEQRA Resolution for Security Vestibule at Bellport H.S. pg. #182
- 22. Consultant Services Contract with Yolanda Santiago, Ed.S. pg. #184
- 23. Consultant Services Contract with Kathleen Sokolowski and Darshna Katwala, Nassau Community College- pg. #188
- 24. Donation from Mr. & Mrs. Robert Suckow of \$105 for the Marilyn Portman Scholarship- pg. #194
- 25. Consultant Services Contract with Keany Associates (A) pg. #196
- 26. Consultant Services Contract with Keany Associates (B) pg. #201

- 27.
- 28. Consultant Services Contract with All Suffolk Contract- pg. #209
- 29. Donation from Faculty & Staff for the Julia Nofi Scholarship Fund- pg. #216
- J. Public Commentary (Non-Agenda Items)
- K. Closing Remarks by Board Members
- L. Adjournment

BUSINESS MEETING PAGE 074 APRIL 20, 2016 SOUTH COUNTRY CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION MINUTES

A. CALL TO ORDER

Board President, Chris Picini, called a Business Meeting of the Board of Education to order at 6:30 p.m. The meeting took place at the District Central Office, 189 Dunton Ave, East Patchogue, NY.

Board of Education Members Present

Rocco DeVito

Julio Morales (arrived 6:35 pm)

Lisa Di Santo

Chris Picini
Danielle Skelly

Carol Herrmann

Allison Stines

Regina Hunt

Natalie Maida (Student Ex-Officio Member)

Board Members Absent: Antoinette Huffine

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

EXECUTIVE SESSION

A motion (Herrmann / DeVito) to convene to executive session at 6:30 p.m. to discuss negotiations with CSEA and SCAA.

VOTE: Motion carries unanimously. 7-Yes 0-No, Absent (Huffine, Morales).

Public session reconvened at 7:50 pm.

Trustee Regina Hunt led all present in the Pledge of Allegiance.

B. EMERGENCY EVACUATION PROCEDURES / SMOKE FREE SCHOOL DISTRICT

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

C. BOARD CONSENT AGENDA -APPROVALS

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

1. Minutes- Business Meeting of April 6, 2016.

VOTE: Motion carries. 7-Yes, 0-No, 1-Abstain (Picini), Absent (Huffine).

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

2. Treasurer's Report- March, 2016.

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

D. COMMUNICATIONS AND ANNOUNCEMENTS

- 1. Superintendent's Report
 - The Grand Opening of the Family Engagement Center on April 8th was well attended and a great success.

BUSINESS MEETING PAGE 075 APRIL 20, 2016

- Candidates for the Board of Education in order of ballot placement are:
 - Marybel Kasten
 - Cheryl A. Felice
 - Brian Gilligan
 - Carol Herrmann
 - Anthony Griffin
 - Georgino (Gino) Cruz
 - Cameron Trent
- The percentage of students who "opted out" of the ELA and Math exams, last year and this year, are as follows:

<u>Test</u>	<u>2015</u>	<u> 2016</u>
ELA	63 %	64.3%
MATH	67%	65.9%

2. Trustee and Advisory Committee Reports

- The High School Variety Show was wonderful, showcasing the amazing talent of our students. Thank you to staff and students.
- The Family Engagement Center Grand Opening was a great success, with over sixty guests in attendance. Thank you to all involved.
- Two bills (5877A and 8136A) are pending in the NYS Senate and Assembly, sponsored by Senator Croci
 and Assemblyman Thiele, respectively, that relate to the effect of failed propositions on voter approval
 for remaining propositions not collectively exceeding the tax levy limit. All are encouraged to contact
 your legislators if you are in support of this.

E. PUBLIC COMMENTARY (Agenda Items Only)

None.

F. ITEMS FOR DISCUSSION/ACTION

1. Budget Presentation. Budget Adoption

Dr. Giani gave the final budget presentation, which was then presented to the Board for adoption.

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

RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby adopts an expenditure appropriation of \$126,296,440 to operate the schools for the 2016-2017 fiscal year and presents such appropriation to the district residents for approval on May 17, 2016.

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

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

The resolution was thereupon declared adopted.

BUSINESS MEETING PAGE 076 APRIL 20, 2016

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

2. Property Tax Report Card

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

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

3. (a) Waive Second Policy Reading for revised Policy 5710, Transportation Program.

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

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

(b) Policy 5710, Transportation Program, (subject to voter approval of budget).

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

- 4. Second Reading Policy 3410, Development of District Gode of Gonduct
- 5. Second Reading Policy 5590, Use of the District Credit Card

A motion (Herrmann / Skelly) to approve Policy 3410, Development of District Code of Conduct and Policy 5590, Use of the District Credit Card:

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

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

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

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

H. BOARD CONSENT AGENDA - PERSONNEL

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

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

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

BUSINESS MEETING PAGE 077 APRIL 20, 2016

I. BOARD CONSENT AGENDA – BUSINESS

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

- 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 Contact- Julia Dyckman Andrus Memorial, Inc., dba Andrus Children Center
- 5. Consultant Services Contract- The Institute of 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.

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

J. PUBLIC COMMENTARY (NON-AGENDA ITEMS)

<u>Ronald Kinsella (resident)</u>: Noted the POW flag flying at Verne Critz School and asked that the area by the Vietnam and Iraq memorial be maintained with plantings.

K. CLOSING REMARKS BY BOARD MEMBERS

- Suggestion to look into possibly holding the "Hospital for a Day" program / event, which looks like a great, hands-on experience.
- The STRONG program hosted a wonderful dinner for Middle School families at the Boys and Girls Club.
 Thank you to all involved.
- Thank you to Dr. Giani and staff or their work in putting together a well-crafted, sound, balanced budget, that stays within the tax cap.
- Hope to improve the lighting and sound in the HS and MS auditoriums next year.
- The High School Student Council is hosting a 5K Run to benefit HELP Suffolk on May 15th.
- Thank you to Administration for opening up BOCES to 11th graders.

L. ADJOURNMENT

A motion (Herrmann / Stines) to adjourn the meeting at 8:35 pm:

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

Respectfully submitted,

Nancy Poulos

Nancy Poulos District Clerk

Attachments

BUDGET HEARING PAGE 078 MAY 4, 2016 SOUTH COUNTRY CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION MINUTES

A. CALL TO ORDER

Board President, Chris Picini, called the meeting to order at 6:30 p.m. The meeting took place at the District Central Office, 189 Dunton Ave, East Patchogue, NY.

Board of Education Members Present

Rocco DeVito Regina Hunt

Lisa Di Santo Julio Morales (arrived 6:35 pm)

Carol Herrmann Chris Picini
Antoinette Huffine Allison Stines

Natalie Maida (Student Ex-Officio Member)

Board Members Absent: Danielle Skelly.

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

EXECUTIVE SESSION

A motion (Huffine / Herrmann) to convene to executive session at 6:30 p.m. to discuss personnel matters.

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

Public session reconvened at 7:15 pm.

Trustee Rocco DeVito led all present in the Pledge of Allegiance.

B. EMERGENCY EVACUATION PROCEDURES / SMOKE FREE SCHOOL DISTRICT

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

C. INTRODUCTION OF BOARD OF EDUCATION CANDIDATES

Mr. Picini announced the following candidates vying for a seat on the Board of Education:

- Gino Cruz
- Cheryl Felice
- Brian Gilligan
- Anthony Griffin
- Carol Herrmann
- Cameron Trent

Dr. Giani announced that Marybel Kasten withdrew her candidacy for Board of Education trustee. As a result, and in accordance with statute, the nominating petition process has been re-opened and the time for filing nominating petitions for a seat on the South Country School Board is extended through May 10, 2016. Such petitions must be filed with the District Clerk no later than 5:00 pm on Tuesday, May 10, 2016.

It was also announced that the "Meet the Candidates" sponsored by the PTA Council, has been rescheduled from May 9th to Wednesday, May 11th at 7pm at District Office.

BUDGET HEARING PAGE 079 MAY 4, 2016

D. BUDGET PRESENTATION

Budget Hearing - Three Part Budget

Dr. Gergis gave a presentation on the proposed budget that will be presented to the public for approval on May 17th. After taking questions from the Board, the floor was opened for public commentary.

E. PUBLIC COMMENTARY

None.

F. ADJOURNMENT

A motion (Herrmann / Hunt) to adjourn the meeting at 7:30 pm:

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

Respectfully submitted,

Nancy Poulos

Nancy Poulos District Clerk

Attachments



SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

FINANCIAL REPORTS April 2016

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South Country CSD Treasurer's Report 4.01.16 - 4.30.16

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	19/16
	14110

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ACCOUNT &	PREVIOUS	RECEIPTS	DISBURSE		NEW DISTRICT	BANK STATEMENT	OUTSTANDING	NET
LOCATION	BALANCE				BALANCE	BALANCE	CHECKS / (DIT)	BALANCE
GENERAL FUND ACCOUNT	\$							
GENERAL FUND-MMA	24,723,586.52	991,494,94	0.00		25,715,081.46	25,715,081,46	0.00	25,715,081.46
GEN.FUND-FLUSHING INV	1,717.24	0.00	0.00		1,717.24	1,717.24	0.00	1,717.24
GEN,FUND-FNBLI MM	11,928,658.62	2,933.30	0.00		11,931,591.92	11,931,591.92	0.00	11,931,591.92
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	12,582,081,69	810,794.75	8,232,247.81		5,160,628.63	5,305,180.03	144,551.40	5,160,628.63
		TOTAL GENERAL FUND ACC	OUNT	\$	44,809,019.25			
TRUST & AGENCY ACCOUNT	ITS							
PAYROLL-CAP ONE	58,189.09	2,713,006.20	2,714,375.92		56,819.37	93,707.82	36,888.45	56,819.37
TRUST & AGENCY-CAP ON	135,023.73	4,614,887.13	4,605,647.27		144,263.59	243,896.90	99,633.31	144,263.59
		TOTAL AGENCY		\$	201,082.96			
SPECIAL AID ACCOUNTS								
FEDERAL-CAP ONE	8,572.58	400,000.00	257,107.14	\$	151,465.44	172,994.17	21,528.73	151,465.44
CAFETERIA ACCOUNTS								
CAFETERIA-CAP ONE	80,567.32	40,644.27	19,242.94	\$	101,968.65	101,968.65	0.00	101,968.65
CAPITAL ACCOUNTS								
CAPITAL CHKG-CAP ONE	0.00	0.00	0.00		0.00	0.00	0.00	0.00
		TOTAL CAPITAL FUND		\$	-			
		Total Cash Balances		\$	45,263,536.30			
	***ALL BANK RECONCILIA	ATIONS ARE AVAILABLE FOR IT	NSPECTION IN THE BUS	INESS	S OFFICE			



SUMMARY OF TREASURER'S MONTHLY REPORTS CONTINUED:

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

GENERAL FUND		TRUST & AGENCY		FEDERAL CHECKING	1
NYS ACH GENERAL FUND MA TUITION LI CHILD & FAMILY BOCES BOCES RENT S.H. TRUST & AGENCY MEDICAID PILOT MISC DRIVERS ED INTEREST BUILDING USE	676,606.34 0.00 69,263.95 6,105.97 0.00 15,286.00 29,552.06 0.00 0.00 5,659.82 998.00 5,322.61 2,000.00	GENERAL FUND FEDERAL CAFETERIA MISC	4,467,476.66 123,717.48 17,799.94 5,893.05	GENERAL	400,000.00
-	810,794.75				
PAYROLL		CAFETERIA		GENERAL FUND-MMA	VC
TRUST & AGENCY	2,713,006.20	***************************************		BROOKHAVEN	991,494,94
		FOOD SALES MEAL PAY PLUS	29,373.27 11,271.00		
	2,713,006.20		40,644,27		991,494.94



REVENUE BUDGET STATUS - FUNDS: A FOR PERIOD COVERED 07/01/15 - 04/30/16

ACCOUNT	ACCOUNT NAME	BUDGET	ADJUSTMENTS	REVISED	REVENUE EARNED	UNEARNED REVENUE
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			
A 1085.000	STAR	6,311,917.57		7,058,865.00	3,666,933.26	3,391,931.74
A 1311.000	OTHER DAY SCHOOL TUITION	125,000.00	0.00	6,311,917.57	6,482,776.47	(170,858.90)
A 1335.000	OTHER DAY SCHOOL TOTHON OTH STUDENT FEE/CHARGES (59,500.00	0.00	125,000.00 59,500.00	0.00 49,902.00	125,000.00 9,598.00
A 1489.000	OTHER CHARGES-SERVICES (I	0.00	0.00	0.00		
A 2230,000	DAY SCHOOL TUIT-OTH DIST.	205,000.00	0.00		1,921.36	(1,921.36)
A 2280.000 A 2280.000	HEALTH SERVICES FOR OTH D	62,000.00		205,000.00	61,987.97	143,012.03
A 2401.000	INTERST AND EARNINGS		0.00	62,000,00	0.00	62,000.00
A 2410.000	RENTAL OF REAL PROPERTY,I	95,000.00	0.00	95,000.00	53,547.54	41,452.46
	and the contract of the contra	73,200.00	0.00	73,200.00	61,059.70	12,140.30
A 2413.000 A 2445.000	RENTAL OF REAL PROPERTY,	0.00	0.00	0.00	30,572.00	(30,572.00)
	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	361.86	(361.86)
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	76,909.90	260,090.10
A 3101.000	BASIC FORMUILA STATE AID	34,883,911.00	0.00	34,883,911.00	24,296,995.15	10,586,915.85
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 3260.001	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)
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	98,140,215.26	25,425,059.74

Report Completed 12:55 PM



APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/15 - 04/30/16 (Detail)

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 1010.475-00	CONFERENCE AND TRAVEL - BD OF	ED 3,500.00	0.00	3,500.00	1,410.00	0.00	2,090.00
A 1010.490-00	BOCES - SVCS BOARD OF ED	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
A 1010.501-00	SUPPLIES - BD OF ED	1,100.00	0.00	1,100.00	83.58	0.00	1,016.42
A 1010	BOARD OF EDUCATION *	5,600.00	0.00	5,600.00	1,493.58	1,000.00	3,106.42
A 1040.160-00	SAL DISTRICT CLERK DW	38,446.00	0.00	38,446.00	38,379.69	66,31	0.00
A 1040.501-00	SUPPLIES - DISTRICT CLERK	900.00	0.00	900.00	0.00	0.00	900.00
A 1040	DISTRICT CLERK *	39,346.00	0.00	39,346.00	38,379.69	66.31	900.00
A 1060.433-00	RENTAL OF MACHINES - ELECTION		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	1,069.75	0.00	6,930.25
A 1060.472-00	ADVERTISING - ELECTIONS	8,000.00	0.00	8,000.00	1,834.50	5,165.50	1,000.00
A 1060.490-00	BOCES - ELECTIONS VTR REGIS	17,000.00	0.00	17,000.00	0.00	17,000.00	0.00
A 1060.501-00	SUPPLIES - ELECTIONS	7,000.00	0.00	7,000.00	1,985.00	0.00	5,015.00
	DISTRICT MEETING *	47,500.00	0.00	47,500.00	4,889.25	22,165.50	20,445.25
	DARD OF EDUCATION **	92,446.00	0.00	92,446.00	44,762.52	23,231.81	24,451.67
A 1240.150-00	SAL SUPERINTENDENT DW	250,000.00	0.00	250,000.00	190,887.09	35,112.91	24,000.00
A 1240 160-00	SAL CLER OFFICE OF SUPT OF SCH		0.00	117,307.00	87,731.29	28,832.42	743.29
A 1240 400-00	CONTRACT SERVICES	0.00	204.00	204.00	0.00	204.00	0.00
A 1240.475-00	CONFERENCE EXPENSE - SUPT OF		410.00	3,410.00	2,741.55	372.50	295.95
A 1240.501-00	SUPPLIES - SUPT OF SCHOOLS	5,000.00	176.51	5,176.51	3,861.30	1,275.40	39.81
	CHIEF SCHOOL ADMINISTRATOR *	375,307.00	790.51	376,097.51	285,221.23	65,797.23	25,079.05
	ENTRAL ADMINISTRATION **	375,307.00	790.51	376,097.51	285,221.23	65,797.23	25,079.05
A 1310.150-00	SAL ASST SUPT BUSINESS DW	175,000.00	(26,250.00)	148,750.00	127,242.36	18,957.64	2,550.00
A 1310.160-00	SAL BUSINESS OFFICE STAFF DW	310,233.00	(11,875.22)	298,357.78	241,656.52	3,104.50	2,550.00 53,596.76
A 1310.200-00	EQUIPMENT	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 1310.400-00	CONTRACT SVCS - BUSINESS OFF	The second secon	(2,500.00)	47,500.00	38,791.45		733.55
A 1310.472-00	ADVERTISING - BUSINESS OFFICE	2,000.00	•		276.32	7,975.00 323.68	
			(300.00)	1,700.00			1,100.00
A 1310.475-00	CONFERENCES POCES PLICINESS ADMIN	2,000.00	300.00	2,300.00	1,725.00	275.00	300.00
A 1310.490-00	BOCES - BUSINESS ADMIN	55,000.00	0.00	55,000.00	36,171.54	18,828.46	0.00
A 1310.501-00	SUPPLIES - BUSINESS OFFICE	40,000.00	(1,962.30)	38,037.70	18,565.37	2,431.07	17,041.26
	BUSINESS ADMINISTRATION *	635,233.00	(42,587.52)	592,645.48	464,428.56	51,895.35	76,321.57
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	26,172.00	8,728.00	30,050.00
A 1320.447-00	AUDITOR (CLAIMS)	16,250.00	50.00	16,300.00	12,224.97	4,075.03	0.00
	AUDITING *	135,750.00	0.00	135,750.00	38,396.97	67,303.03	30,050.00
A 1325,160-00	SAL DISTRICT TREASURER DW	62,430.00	0.00	62,430.00	50,735.91	11,680.35	13.74
	TREASURER *	62,430.00	0.00	62,430.00	50,735.91	11,680.35	13.74
A 1345.160-00	SAL PURCHASING AGENT DW	47,509.00	0.00	47,509.00	26,438.50	0.00	21,070.50
A 1345.490-00	BOCES - PURCHASING SVC	9,000.00	0.00	9,000.00	8,650.00	350.00	0.00
	PURCHASING *	56,509.00	0.00	56,509.00	35,088.50	350,00	21,070.50
A 13FII		889,922.00	(42,587.52)	847,334.48	588,649.94	131,228.73	127,455.81
A 1420.441-00	LEGAL RETAIN GEN COUNSEL	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 GEN	210,000.00	(5,400.00)	204,600.00	180,905.74	23,692.26	2.00

APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/15 - 04/30/16 (Detail)

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
4 1420.443-00	LEGAL NEGOTIATIONS RETAINER	34,500.00	1,500.00	36,000.00	30,000.00	6,000.00	0.00
4 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	264,770.74	38,442.26	57,887.00
A 1430.150-00	SAL ASST SUPT PERSONNEL	185,658.00	3,000.00	188,658.00	153,374.70	35,283.30	0.00
A 1430.160-00	SAL CLER STAFF PERSONNEL DW	180,868.00	(3,000.00)	177,868.00	115,115.21	34,765.33	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	2,301.04	128.35	1,570.61
A 1430PERSO	NNEL *	433,799.00	0.00	433,799.00	296,000.55	106,510.88	31,287.57
A 1480.449-00	CONTR SVCS NWSLTR CLNDR PRINT	15,000.00	0.00	15,000.00	6,075.77	2,396.00	6,528.23
A 1480PUBLIC	INFORMATION & SERVICES *	15,000.00	0.00	15,000.00	6,075.77	2,396.00	6,528.23
A 14STAFF		812,299.00	(2,400.00)	809,899.00	566,847.06	147,349.14	95,702.80
A 1620.150-00	SALARY - OPERATIONS	80,000.00	0.00	80,000.00	48,282.43	0.00	31,717.57
A 1620.160-00	SAL HOUSEKEEPING CENTRAL	2,345,691.00	0.00	2,345,691.00	1,782,975.36	407,173.75	155,541.89
A 1620.160-06	SAL - CENSUS ENUMERATOR	15,000.00	0.00	15,000.00	2,831.00	0.00	12,169.00
A 1620.161-00	SAL - SECURITY DW	729,000.00	0.00	729,000.00	596,530.25	0.00	132,469.75
A 1620.161-06	SAL SECURITY OVERTIME	20,000.00	0.00	20,000.00	1,494.75	0.00	18,505.25
A 1620.163-00	SAL CLER DIR BUILDINGS & GNDS D	42,860.00	0.00	42,860.00	30,397.23	6,992.77	5,470.00
A 1620.164-00	SAL SCHOOL CUSTODIAL SUPERVISOR	0.00	0.00	0.00	0.00	0.00	0.00
A 1620.165-00	SAL SUB-CUSTODIAL DW	190,000.00	0.00	190,000.00	124,935.25	0.00	65,064.75
A 1620.190-00	SAL OVERTIME OPERATIONS	110,000.00	0.00	110,000.00	85,519.50	0.00	24,480.50
A 1620.200-00	EQUIPMENT - B&G	100,000.00	0.00	100,000.00	59,728.24	37,665.81	2,605.95
A 1620.449-00	CONTRACT SVC BUILDINGS & GROUNDS	750,000.00	108,790.00	858,790.00	698,554.12	156,606.58	3,629.30
A 1620.454-00	FUEL OIL	110,000.00	(2,200.00)	107,800.00	36,566.00	63,434.00	7,800.00
A 1620.455-00	WATER SERVICE	23,000.00	0.00	23,000.00	19,336.03	3,663.97	0.00
A 1620.469-00	CARTAGE	75,000.00	0.00	75,000.00	59,584.38	5,415.62	10,000.00
A 1620.474-00	TRAVEL - B&G	5,000.00	(1,000.00)	4,000.00	0.00	290.00	3,710.00
A 1620.476-00	NATURAL GAS	500,000.00	0.00	500,000.00	163,248.72	311,674.55	25,076.73
A 1620.477-00	ELECTRIC	980,000.00	0.00	980,000.00	651,112.06	308,887.94	20,000.00
A 1620.478-00	TELEPHONE SERVICE	40,000.00	0.00	40,000.00	11,672.11	10,439.97	17,887.92
A 1620.490-00	BOCES - OP OF PLANT HLT SFTY	7,500.00	0.00	7,500.00	0.00	7,500.00	0.00
A 1620.501-00	MAINTENANCE SUPPLIES - B&G	3,000.00	0.00	3,000.00	2,345.35	618.95	35.70
A 1620.540-00	CUSTODIAL SUPPLIES - DW	250,000.00	2,500.00	252,500.00	223,852.41	24,960.33	3,687.26
A 1620.550-00	GLASS REPAIR SUPPLIES	7,500.00	(1,500.00)	6,000.00	4,121.99	378.01	1,500.00
A 1620,560-00	UNIFORMS BUILDINGS & GROUNDS	25,000.00	(2,450.00)	22,550.00	18,974.20	1,361.80	2,214.00
A 1620.570-00	AUTO PARTS BUILDINGS & GROUNDS	15,000.00	2,450.00	17,450.00	14,301.53	2,802.83	345.64
A 1620.571-00	GASOLINE - BUILDINGS & GROUNDS	30,000.00	0.00	30,000.00	12,529.00	12,471.00	5,000.00
A 1620.572-00	OIL AND LUBRICANTS BUILDINGS & G	2,500.00	0.00	2,500.00	24.76	475.24	2,000.00
A 1620 573-00	TIRES BUILDINGS & GROUNDS	5,000.00	0.00	5,000.00	3,225.00	1,275.00	500.00
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$APPROPRIATION\,STATUS\,REPORT\,-\,BY\,FUNCTION;\,FOR\,PERIOD\,o_{7}/o_{1}/15\,-\,o_{4}/3o/16\;(Detail)$

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 1620OPERA	ATION OF PLANT *	6,461,051.00	106,590.00	6,567,641.00	4,652,141.67	1,364,088.12	551,411.21
A 1621.160-00	SAL MAINTAINERS DW	285,772.00	0.00	285,772.00	212,362,54	73,409.46	0.00
A 1621MAINT	ENANCE OF PLANT *	285,772.00	0.00	285,772.00	212,362.54	73,409.46	0.00
A 1670.160-00	Courier - Central Mailing	47,886.00	0.00	47,886.00	38,354.70	8,823.30	708.00
A 1670,473-00	POSTAGE CENT MAILING DW	65,000.00	0.00	65,000.00	41,417.31	20,582.69	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 1670CENTR	RAL PRINTING & MAILING *	117,886.00	0.00	117,886.00	79,772.01	29,405.99	8,708.00
A 1680.160-00	SAL DATA PROCESS & TECHNOLOGY DW	254,018.00	0.00	254,018.00	176,436.47	34,547.11	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	73,166.42	22,719.33	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	45,399.59	1,850.00	256.11
	RAL DATA PROCESSING *	2,039,018.00	166,355.20	2,205,373.20	1,110,002.68	468,278.42	627,092.10
A 16CENTRAI		8,903,727.00	272,945.20	9,176,672.20	6,054,278.90	1,935,181.99	1,187,211.31
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
	OCATED 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
	OL 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
	S ADMINISTRATIVE COSTS *	550,000.00	0.00	550,000.00	365,838.66	184,161.34	0.00
A 19SPECIAL		1,192,000.00	896.00	1,192,896.00	984,234.69	184,386.34	24,274.97
A 1BOARD O		12,265,701.00	229,644.19	12,495,345.19	8,523,994.34	2,487,175.24	1,484,175.61
A 2010.150-00	SAL ASST SUPT CURRICULUM DW	175,000.00	0.00	175,000.00	142,271.01	28,344.97	4,384.02
A 2010.160-00	SAL CLER ASST SUPT CURR DW	63,748.00	0.00	63,748.00	49,700.45	11,441.93	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	1,243.50	11,730.77
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	17,225,87	5,331.40	6,191.73
	CULUM DEVEL & SUPERVISION *	482,319.00	11,550.00	493,869.00	365,993.74	102,820.93	25,054.33
A 2020.150-00	PERSONNEL SERVICE CERTIFI	2,444,837.00	0.00	2,444,837.00	1,992,634.24	481,170.99	(28,968.23)
A 2020.160-00	PERSONNEL SERVICE CLASSIF	880,661.00	(19,223.77)	861,437.23	672,193.59	81,244.05	107,999.59
A 2020.161-00	SAL (CLERICAL SUBS)	0.00	0.00	0.00	84.35	0.00	(84.35)
A 2020.161-00-6400	SAL CLER CENT REGISTR DW	53,659.00	5,614.00	59,273.00	48,187.63	11,085.37	0.00
A 2020.161-06	CLERICAL SUB DW	45,000.00	0.00	45,000.00	51,520.80	0.00	(6,520.80)
A 2020.190-00	CLERICAL OVERTIME DW	10,000.00	0.00	10,000.00	2,216.16	0.00	7,783.84
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 2020.200-02 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	2,344.77	1,153.66	498.57
A 2020.433-00	RENT MAINT COPY MCHN DW	15,000.00	0.00	15,000.00	7,536.25	3,006.55	4,457.20
A 2020.453-00	VEIAL MIVITAL COLL MICHIA DAA	13,000,00	0,00	13,000,00	1,000,20	0,000,00	7,707,20

APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/15 - 04/30/16 (Detail)

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	14,649.91	936.13	1,127.96
A 2020.501-02	OFFICE SUPPLIES - V W CRITZ	20,501.00	478.71	20,979.71	8,802.29	8,717.56	3,459.86
A 2020.501-03	OFFICE SUPPLIES - FPL	6,512.00	0.00	6,512.00	5,860.66	457.23	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	10,844.17	32.90	122.93
A 2020.501-07	OFFICE SUPPLIES - HS	50,114.00	0.00	50,114.00	42,017.49	1,308.61	6,787.90
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	(730.00)	1,451.00	725.25	0.00	725.75
A 2020SUP	ERVISION-REGULAR SCHOOL *	3,590,810.00	(13,861.06)	3,576,948.94	2,876,334.59	593,292.87	107,321.48
A 2021.150-00	SALARIES DEPT CHAIRS DW	38,058.00	0.00	38,058.00	18,520.39	3,922.61	15,615.00
A 2021		38,058.00	0.00	38,058.00	18,520.39	3,922.61	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
A STATE OF THE STA	& IMPROVEMENT **	4,113,687.00	(2,311.06)	4,111,375.94	3,260,848.72	700,536.41	149,990.81
A 2110.120-01	SAL TCH K-3 BKHVN	4,077,074.00	(4,564.00)	4,072,510.00	2,645,118.38	1,319,573.91	107,817.71
A 2110.120-02	SAL TCH K-3 VC	2,435,057.00	0.00	2,435,057.00	1,564,705.96	749,566.77	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	2,213,982.14	1,107,659.95	411,909.91
A 2110.120-03-4006	SAL ENRICHMT FPL	58,840.00	(25,000.00)	33,840.00	25,643.51	0.00	8,196.49
A 2110.120-04	SAL TCH GR 6 MS	1,581,028.00	0.00	1,581,028.00	996,233.24	508,334.76	76,460.00
A 2110.120-05	SAL TCH K-3 KS	2,516,128.00	0.00	2,516,128.00	1,620,309.96	831,779.84	64,038.20
A 2110.121-00	SAL TCH ELEM HOME TEACHING DW	15,000.00	0.00	15,000.00	264.67	0.00	14,735.33
A 2110.130-00	SAL TCH ADDTL PREP SEC DW	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
A 2110.130-04	SAL TCH GR 7 AND GR 8 MS	3,288,205.00	0.00	3,288,205.00	2,036,252.27	979,355.86	272,596.87
A 2110.130-07	SAL TCH 9-12 HS	6,312,572.00	(30,205.80)	6,282,366.20	4,208,413.50	1,846,841.80	227,110.90
A 2110.131-00	SAL TCH SEC HOME TEACHING DW	125,000.00	0.00	125,000.00	64,410.71	0.00	60,589.29
A 2110.132-04	SAL TCH AS DET - BMS	6,000.00	0.00	6,000.00	11,563.25	0.00	(5,563.25)
A 2110.140-00	SUBSTITUTES DW	750,000.00	0.00	750,000.00	613,309.35	0.00	136,690.65
A 2110.151-00	SAL TCH ASSISTS	582,593.00	0.00	582,593.00	321,028.90	125,511.31	136,052.79
A 2110.160-00	MONITOR AND CAFETERIA AID	478,643.00	0.00	478,643.00	96,287.56	19,938.40	362,417.04
A 2110.164-00	TEACHER AIDES DW	85,000.00	0.00	85,000.00	17,642.34	0.00	67,357.66
A 2110.200-02	EQUIPT INSTR CRITZ	3,548.00	0.00	3,548.00	0.00	0.00	3,548.00
A 2110.200-03	EQUIPMENT PURCHASE-FPL	4,500.00	0.00	4,500.00	3,244.99	0.00	1,255.01
A 2110.200-04	EQUIPMENT PURCHASE-MIDDLE	16,646.00	0.00	16,646.00	16,574.40	0.00	71.60
A 2110.200-05	EQUIPMENT PURCHASE-KREAME	1,600.00	0.00	1,600.00	1,594.99	0.00	5.01
A 2110.200-07	EQUIPMENT PURCHASE-SENIOR	32,514.00	0.00	32,514.00	31,681.21	779.55	53.24
A 2110.410-06	HOME TUTORING GEN ED CONT	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
A 2110.410-00	TOTAL	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00

$APPROPRIATION\,STATUS\,REPORT\,-\,BY\,FUNCTION;\,FOR\,PERIOD\,o7/o1/15\,-\,o4/3o/16\ (Detail)$

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ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 2110.435-00	GRADUATION EXPENSES	17,500.00	0.00	17,500.00	2,556,44	7,523.82	7,419.74
4 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	14,970.00	0.00
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	25,867.61	596,19	36,195.20
A 2110.484-03	RESOURCE BOOKS FPL	32,136.00	0.00	32,136.00	8,920.71	20,322.00	2,893.29
A 2110.484-04	RESOURCE BOOKS MS	50,919.00	0.00	50,919.00	42,295.58	3,240.99	5,382.43
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	47,094.68	439.74	1,074.58
A 2110.501-02	INSTRUCTIONAL SUPPLIES CRITZ	20,541.00	0.00	20,541.00	17,602.48	272.48	2,666.04
A 2110.501-03	INSTRUCTIONAL SUPPLIES FPL	71,207.00	0.00	71,207.00	24,706.86	19,922.61	26,577.53
A 2110.501-04	INSTRUCTIONAL SUPPLIES MS	95,251.00	10,000.00	105,251.00	76,287.55	3,582.16	25,381.29
A 2110.501-05	SUPP INSTR ALL OTHER KS	30,297.00	552.30	30,849.30	29,880.25	210.33	758.72
A 2110.501-07	INSTRUCTIONAL SUPPLIES HS	58,904.00	15,000.00	73,904.00	55,727.03	9,980.62	8,196.35
A 2110TEAC	CHING-REGULAR SCHOOL *	27,348,898.00	(20,976.50)	27,327,921.50	17,258,038.44	7,650,279.14	2,419,603.92
A 2130.120-00	SAL TCH ELEMENTARY ART	371,862.00	0.00	371,862.00	253,665.01	68,350.18	49,846.81
A 2130.130-00	SAL TCH SECONDARY ART	860,573.00	0.00	860,573.00	591,413.23	225,638.99	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	1,538.25	600.00	2,861.75
A 2130.501-00	ART SUPPLIES	58,190.00	0.00	58,190.00	53,894.97	3,361,47	933.56
A 2130		1,350,093.00	(469.67)	1,349,623.33	947,820.26	301,448.44	100,354.63
A 2138.120-00	SAL TCH ELEMENTARY MUSIC	627,406.00	4,564.00	631,970.00	437,856.66	194,113.34	0.00
A 2138.130-00	SAL TCH SECONDARY MUSIC	851,633.00	0.00	851,633.00	543,979.69	224,453.71	83,199.60
A 2138.150-00	SUPERVISION OF STUDENTS	12,180.00	0.00	12,180.00	3,539.60	0.00	8,640.40
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	18,818.28	9,637.22	2,419.50
A 2138.501-00	MUSIC SUPPLIES	35,000.00	0.00	35,000.00	20,201.45	888.87	13,909.68
A 2138		1,611,154.00	4,564.00	1,615,718.00	1,054,828.44	443,004.25	117,885.31
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	29,256.00	4,044.00	6,700.00
A 2140.501-07	INSTR SUPPLIES (DRIVERS ED)	2,500.00	0.00	2,500.00	100.00	100.00	2,300.00
A 2140		50,500.00	0.00	50,500.00	34,306.00	4,144.00	12,050.00



$APPROPRIATION\,STATUS\,REPORT\,-\,BY\,FUNCTION:\,FOR\,PERIOD\,o_{7}/o_{1}/15\,-\,o_{4}/3o/16\;(Detail)$

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 21TEACHII		30,360,645.00	(16,882.17)	30,343,762.83	19,294,993.14	8,398,875.83	2,649,893.86
4 2250.120-00	SAL SP ED-ELEMENTARY	2,933,473.00	(36,460.00)	2,897,013.00	1,707,889.41	831,019.86	358,103.73
A 2250.130-00	SAL SP ED-SECONDARY	3,282,019.00	0.00	3,282,019.00	2,068,355.51	902,952.20	310,711.29
A 2250.150-00	SAL SUPV SP ED DW	280,478.00	0.00	280,478.00	233,443.23	47,034.77	0.00
A 2250.151-00	SAL -SP ED TA	1,320,342.00	0.00	1,320,342.00	856,787.04	376,738.87	86,816.09
4 2250.160-00	SAL CLER SP ED DW	246,697.00	0.00	246,697.00	158,232.37	36,404.44	52,060.19
4 2250.161-00	SAL SP ED 1:1 AIDES	926,121.00	0.00	926,121.00	677,900.25	239,556.83	8,663.92
4 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	5,045.54	1,762.96
4 2250.401-00	CONTRACT SERVICES	920,000.00	157,000.00	1,077,000.00	627,039.83	440,457.40	9,502.77
4 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	107,281.00	1,168,181.00	620,735.54	439,877.61	107,567.85
A 2250.471-00	Foster Tuition - Sp Ed	400,000.00	(107,281.00)	292,719.00	148,673.66	11,708.20	132,337.14
A 2250.472-00	Summer Special Ed. Services / Tu	375,000.00	(100,000.00)	275,000.00	255,480.66	10,100.29	9,419.0
A 2250.473-00	PAYMENTS TO CHARTER SP. ED	195,000.00	(50,000.00)	145,000.00	97,217.09	28,190.47	19,592.44
A 2250.474-00	MILEAGE/TRAVEL	13,000.00	0.00	13,000.00	1,908.19	6,514.43	4,577.38
4 2250.480-00	TEXTBOOKS-SP ED	14,300.00	0.00	14,300.00	0.00	0.00	14,300.00
4 2250.490-00	BOCES - SPECIAL ED SERVICES	7,005,000.00	0.00	7,005,000.00	3,748,942.36	3,256,057.64	0.0
4 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	3,604.83	6,654.17	14,741.00
A 2250PROG	RAMS-STUDENTS W/ DISABIL *	19,573,830.00	(36,460.00)	19,537,370.00	11,522,692.87	6,880,985.32	1,133,691.8
A 2280.150-04	SAL TCH CAREER & OCC ED MS	531,255.00	0.00	531,255.00	375,086.05	145,707.95	10,461.00
A 2280.150-07	SAL TCH CAREER & OCC ED HS	413,613.00	30,205.80	443,818.80	296,439.74	147,379.06	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 2280OCCU	PATIONAL EDUCATION *	1,244,868.00	30,205.80	1,275,073.80	815,521.79	449,091.01	10,461.0
	L APPORTIONMENT PROGRAMS **	20,818,698.00	(6,254.20)	20,812,443.80	12,338,214.66	7,330,076.33	1,144,152.8
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 2330TEAC	HING-SPECIAL SCHOOLS *	205,000.00	0.00	205,000.00	131,895.58	13,533.82	59,570.66
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	L 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	371,750.06	199,430.94	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	7.9
A 2610.501-05	LIBRARY SUPPLIES-KS	800.00	0.00	800.00	763.03	0.00	36.9
A 2610.501-07	LIBRARY SUPPLIES-BHS	2,667.00	273.86	2,940.86	2,773.86	100.00	67.0
A 2610.514-03	AUDIO VISUAL MATERIAL FPL	1,300.00	0.00	1,300.00	1,299.99	0.00	0.0
A 2610.514-04	AUDIO VISUAL MATERIAL MS	5,000.00	(4,030.03)	969.97	925.68	44.29	0.0
2010.514-04	. 13510 TIOUNE IN TENIAL INIO	5,000.00	(4,000.00)	303.31	323,00	77.63	0.00

APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/15 - 04/30/16 (Detail)

\ 2610.514-05 \ 2610.514-07 \ 2610.521-01	AUDIO VISUAL MATERIAL KS						
		1,000.00	0.00	1,000.00	997.59	0.00	2.41
1 2610 521-01	AUDIO VISUAL MATERIAL HS	8,127.00	2,500.00	10,627.00	5,992.97	4,634.03	0.00
\ 2010.021-01	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	332.35
\ 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	4,093.70	437.00	290.30
A 2610SCHO	OL LIBRARY & AUDIOVISUAL *	759,747.00	14,049.96	773,796.96	553,311.78	220,166.31	318.87
\ 2620.490-00	BOCES-ETV	0.00	0.00	0.00	0.00	0.00	0.00
A 2620EDUCA	ATIONAL TELEVISION *	0.00	0.00	0.00	0.00	0.00	0.00
¥ 2630.160-00	SAL NETWORK	221,767.00	13,609.77	235,376.77	154,588.51	70,788.26	10,000.00
\ 2630.220-00	STATE AIDED COMPUTER HARDWARE	120,000.00	(43,849.50)	76,150.50	56,052.92	6,016.20	14,081.38
\ 2630.460-00	COMPUTER SOFTWARE	130,000.00	(7,017.10)	122,982.90	85,200.47	25,500.00	12,282.43
A 2630COMP	UTER ASSISTED INSTRUCTION *	471,767.00	(37,256.83)	434,510.17	295,841.90	102,304.46	36,363.81
A 26INSTRUC	TIONAL MEDIA **	1,231,514.00	(23,206.87)	1,208,307.13	849,153.68	322,470.77	36,682.68
A 2805.160-07	SAL CLER ATT HS	50,390.00	0.00	50,390.00	40,387.14	9,290.86	712.00
A 2805ATTEN	IDANCE-REGULAR SCHOOL *	50,390.00	0.00	50,390.00	40,387.14	9,290.86	712.00
4 2810.150-00	SAL-GUIDANCE COUNCELOR	696,083.00	0.00	696,083.00	456,257.49	196,212.67	43,612.84
4 2810.151-00	SAL TCH GUIDANCE SUMMER	27,095.00	0.00	27,095.00	19,881.22	0.00	7,213.78
4 2810.160-00	PERSONNEL SERVICE CLASSIF	145,831.00	0.00	145,831.00	81,188.62	18,517.38	46,125.00
4 2810 474-00	TRAVEL GUIDANCE	800.00	0.00	800.00	0.00	0.00	800.00
4 2810.476-00	MEMBERSHIPS & PARTICIPATION FEES	400.00	0.00	400.00	0.00	400.00	0.00
4 2810.501-00	SUPPLIES	9,743.00	0.00	9,743.00	700.00	9,043.00	0.00
A 2810GUIDA	NCE-REGULAR SCHOOL *	879,952.00	0.00	879,952.00	558,027.33	224,173.05	97,751.62
4 2815.160-00	PERSONNEL SERVICE-CLASSIF	307,929.00	0.00	307,929.00	199,819.81	99,488.23	8,620.96
4 2815 161-00	SAL CLERICAL-NURSE	33,362.00	0.00	33,362.00	22,240.06	10,628.94	493.00
4 2815.401-06	SCHOOL PHYSICIAN BY CONTRACT	40,000.00	0.00	40,000.00	25,000.00	15,000.00	0.00
A 2815.448-00	HEALTH SVCS PAY OTHER DISTRICTS	300,000.00	0.00	300,000.00	207,116.44	63,854.72	29,028.84
A 2815.501-00	SUPP HEALTH SVCS DW	7,500.00	0.00	7,500.00	7,400.50	50.00	49.50
4 2815.501-01	SUPP HEALTH SVCS BKHVN	1,500.00	0.00	1,500.00	1,043.40	0.00	456.60
A 2815.501-02	SUPP HEALTH SVCS CRITZ	1,250.00	0.00	1,250.00	974.13	0.00	275.87
A 2815.501-03	SUPP HEALTH SVCS FPL	1,500.00	0.00	1,500.00	1,327.01	6.80	166.19
A 2815.501-04	SUPP HEALTH SVCS MS	2,000.00	0.00	2,000.00	1,802.52	0.00	197.48
A 2815.501-05	SUPP HEALTH SVCS KS	1,250.00	0.00	1,250.00	888.20	0.00	361.80
A 2815.501-07	SUPP HEALTH SVCS HS	2,000.00	0.00	2,000.00	1,411.66	0.00	588.34
(<u>a</u>)							

APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/15 - 04/30/16 (Detail)

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 2815HEA	LTH SERVICES-REGULAR SCHOOL *	698,291.00	0.00	698,291.00	469,023.73	189,028.69	40,238.58
ጓ 2820.150-00	SAL PSYCHOLOGIST DW	776,299.00	36,460.00	812,759.00	567,110.13	245,648.87	0.00
\ 2820.449-00	CONTRACTED SERVICES	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
\ 2820.501-00	SUPP TESTING PSYCH SVCS DW	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
	CHOLOGICAL SRVC-REG SCHOOL *	816,299.00	36,460.00	852,759.00	567,110.13	245,648.87	40,000.00
₹ 2825.150-00	SOCIAL WORKER	926,365.00	0.00	926,365.00	592,805.06	247,473,94	86,086.00
\ 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
Let be accompanied and in morning flow year flowing recommended the final process.	IAL WORK SRVC-REG SCHOOL *	1,071,365.00	0.00	1,071,365.00	676,992.26	308,286.74	86,086.00
4 2850.150-00	SAL CO-CURR CHAPERONES CLUBS ETC	246,985.00	0.00	246,985.00	86,705.26	0.00	160,279.74
A 2850.151-00	SAL TCH INTRAMURALS DW	40,000.00	0.00	40,000.00	16,469.68	0.00	23,530.32
A 2850.401-04	CONTR SVCS SET DSGN, CSTMES, ETC	3,600.00	0.00	3,600.00	1,740.00	0.00	1,860.00
4 2850.401-07	CONTR SVCS SET DSGN, CSTMES, ETC	10,000.00	6,100.00	16,100.00	3,746.99	12,158.01	195.00
A 2850.449-07	Clipper Publishing	12,500.00	0.00	12,500.00	2,401.00	10,099.00	0.0
	CURRICULAR ACTIV-REG SCHL *	313,085.00	6,100.00	319,185.00	111,062.93	22,257.01	185,865.0
A 2855.120-00	SAL TCH-PE-ELEMENTARY	688,989.00	0.00	688,989.00	449,972.96	227,005.14	12,010.9
4 2855.130-00	SAL TCH-PE-SECONDARY	880,945.00	0.00	880,945.00	581,736.01	296,740.49	2,468.5
A 2855.150-00	SAL-DIRECTOR OF ATHLETICS	147,738.00	0.00	147,738.00	120,107.51	0.00	27,630.4
A 2855.151-00	SAL SPORTS TIME, FILM, EMT, ETC.	35,000.00	0.00	35,000.00	27,469.85	0.00	7,530.1
A 2855 155-00	COACHES SALARIES	403,870.00	0.00	403,870.00	251,730.82	0.00	152,139.1
A 2855.156-00	ATHLETIC TRAINER	47,000.00	0.00	47,000.00	35,774.15	9,225.85	2,000.00
A 2855.160-07	SAL CLERICAL ATHLETIC DIRECTOR H	51,940.00	0.00	51,940.00	41,386.88	9,580.82	972.3
A 2855 200-00	EQUIPMENT	22,500.00	0.00	22,500.00	9,543.07	10,750.92	2,206.0
A 2855 449-00	OFFICIAL FEES	121,000.00	(4,900.00)	116,100.00	87,455.88	2,544.12	26,100.0
A 2855.463-00	CONTRACT SERVICES	32,000.00	0.00	32,000.00	16,127.00	14,915.50	957.5
A 2855.476-00	REGISTRATION,TRAVEL,CONFERENCE	16,200.00	0.00	16,200.00	12,362.89	1,602.11	2,235.0
A 2855.501-00	SUPPLIES	76,950.00	4,900.00	81,850.00	72,567.68	8,726.59	555.7
A 2855.502-00	AWARDS	6,500.00	973.50	7,473.50	1,112.79	1,000.00	5,360.7
	ERSCHOL ATHLETICS-REG SCHL *	2,530,632.00	973.50	2,531,605.50	1,707,347.49	582,091.54	242,166.4
A 28PUPIL		6,360,014.00	43,533.50	6,403,547.50	4,129,951.01	1,580,776.76	692,819.7
	& IMPROVEMENT ***	63,110,808.00	(5,120.80)	63,105,687.20	40,005,056.79	18,367,519.92	4,733,110.4
A 5510.150-00	SAL - ADMIN OF TRANSPORTATION	0.00	30,803.82	30,803.82	17,494.85	13,308.97	0.0
A 5510.160-00	SAL-CLERICAL	0.00	7,321.40	7,321.40	5,950.83	1,370.57	0.0
A 5510.161-00	SAL-BUS MONITORS	250,000.00	0.00	250,000.00	98,197.62	0.00	151,802.3
A 5510.400-00	CONTRACT SVCS	75,000.00	0.00	75,000.00	0.00	0.00	75,000.0
A 5510.440-00	COMPUTERIZED TRANSPORTATI	7,000.00	0.00	7,000.00	0.00	0.00	7,000.0
	FRICT TRANSPORT-MEDICAID *	332,000.00	38,125.22	370,125.22	121,643.30	14,679.54	233,802.3
A 5530.434-00	LEASE OF BUILDING	38,200.00	20.00	38,220.00	31,850.00	6,370.00	0.0
	RAGE BUILDING *	38,200.00	20.00	38,220.00	31,850.00	6,370.00	0.0
	CONTRACT TRANS - REG SCHOOL	7,300,000.00	0.00	7,300,000.00	5,740,105.59	1,551,148.80	8,745.6
A 5540.400-00		30,000.00		29,980.00	8,657.58	0.00	21,322.4
A 5540.401-00	Addt'l Coverage - Reg School	30,000.00	(20.00)	∠a,300.00	86.160,0	0.00	Z 1,3ZZ.4



$APPROPRIATION\,STATUS\,REPORT\,-\,BY\,FUNCTION:\,FOR\,PERIOD\,o7/o1/15\,-\,o4/3o/16\ (Detail)$

				=== -// + - /	0 -1/0-/-			
ACCOUNT	DESCRIPTION		ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 5540CONTRA	CT TRANSPORT-MEDICAID	•	7,330,000.00	(20.00)	7,329,980.00	5,748,763.17	1,551,148.80	30,068.03
¥ 5545.401-00	ATHLETICS TRANS BY CONTI	RACT	225,000.00	0.00	225,000.00	91,066.31	108,933.69	25,000.00
¥ 5545.402-00	FIELD TRIPS		1,200.00	0.00	1,200.00	412.91	787.09	0.00
¥ 5545.403-00	FIELD TRIPS (MUSIC)		12,000.00	0.00	12,000.00	3,415.81	8,584.19	0.00
¥ 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
\ 5546.400-01	TRANS STUDENT TRIPS - BRI	KHVN	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
\ 5546.400-02	TRANS STUDENT TRIPS - CRI	ITZ	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
\ 5546.400-03	TRANS STUDENT TRIPS - FPI	-	3,000.00	0.00	3,000.00	495.48	2,504.52	0.00
\ 5546.400-04	TRANS STUDENT TRIPS - BM	S	5,500.00	0.00	5,500.00	722.58	4,777.42	0.00
\ 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	1,199.67	6,699.67	3,303.22	2,196.78	1,199.67
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	1,199.67	34,199.67	5,842.56	27,157.44	1,199.67
A 55PUPIL TRA	NSPORTATION	4.	7,975,400.00	39,324.89	8,014,724.89	6,005,301.65	1,719,353.16	290,070.08
A 5		***	7,975,400.00	39,324.89	8,014,724.89	6,005,301.65	1,719,353.16	290,070.08
4 9010.800-00	EMPLOYEES RETIREMENT		1,410,908.00	0.00	1,410,908.00	1,073,585.00	337,323.00	0.00
A 9010STATE R	ETIREMENT	*	1,410,908.00	0.00	1,410,908.00	1,073,585.00	337,323.00	0.00
4 9020.800-00	TEACHER RETIREMENT		7,470,685.00	0.00	7,470,685.00	0.00	7,470,685.00	0.00
A 9020TEACHE	RS' RETIREMENT	•	7,470,685.00	0.00	7,470,685.00	0.00	7,470,685.00	0.00
4 9030.800-00	SOCIAL SECURITY		4,169,287.00	0.00	4,169,287.00	2,792,169.58	1,364,990.42	12,127.00
A 9030SOCIAL	SECURITY	*	4,169,287.00	0.00	4,169,287.00	2,792,169.58	1,364,990.42	12,127.00
4 9040.800-00	WORKERS' COMPENSATION		625,000.00	0.00	625,000.00	715,068.66	24,073.68	(114,142.34)
A 9040WORKER	RS' COMPENSATION		625,000.00	0.00	625,000.00	715,068.66	24,073.68	(114,142.34)
A 9045.800-00	LIFE INSURANCE		78,500.00	0.00	78,500.00	64,878.47	6,427.53	7,194.00
A 9045LIFE INS	URANCE	*	78,500.00	0.00	78,500.00	64,878.47	6,427.53	7,194.00
A 9050.800-00	UNEMPLOYMENT INSURANCE		150,000.00	0.00	150,000.00	16,199.02	133,800.98	0.00
A 9050UNEMPL	OYMENT 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	53,458.26	1,900.00	(2,358.26)
A 9055DISABILI	ITY INSURANCE	*	53,000.00	0.00	53,000.00	53,458.26	1,900.00	(2,358.26)
A 9060.800-00	HEALTH INSURANCE		13,314,017.00	0.00	13,314,017.00	9,706,073.17	3,599,872.07	8,071.76
A 9060.801-00	MEDICARE REIMBURSEMENT	rs	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 9060HOSPITA	AL, MEDICAL & DENTAL INS		15,119,017.00	0.00	15,119,017.00	11,124,879.08	3,632,982.59	361,155.33
A 9070.800-00	DENTAL INSURANCE		610,000.00	(2,500.00)	607,500.00	343,938.70	166,717.00	96,844.30
A 9070UNION W	VELFARE BENEFITS	*	610,000.00	(2,500.00)	607,500.00	343,938.70	166,717.00	96,844.30
A 9080.800-00	BTA SICK LV BUYOUT FOR TO	DA	75,000,00	0.00	75,000.00	0.00	0.00	75,000.00
A 9080		4	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
A 9080.800-00 A 9080	BTA SICK LV BUYOUT FOR TO	DA *	75,000.00 75,000.00	0.00 0.00	75,000.00 75,000.00	0.00 0.00	0.00 0.00	75,0 75, 0



$APPROPRIATION\,STATUS\,REPORT\,-\,BY\,FUNCTION;\,FOR\,PERIOD\,o7/o1/15\,-\,o4/3o/16\ (Detail)$

ACCOUNT	DESCRIPTION		ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 9089OTHER	?		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
¥ 9090.800-00	TERMINAL LEAVE PAYOUTS 8	SL BUYB	300,000.00	0.00	300,000.00	169,582.08	0.00	130,417.92
A 9090		of the same	300,000.00	0.00	300,000.00	169,582.08	0.00	130,417.92
A 90EMPLOY	EE BENEFITS	**	30,064,397.00	(2,500.00)	30,061,897.00	16,353,758.85	13,138,900.20	569,237.95
ኣ 9711.600-00	SERIAL BONDS PRINCIPAL		6,495,000.00	0.00	6,495,000.00	6,555,000.00	0.00	(60,000.00)
ት 9711.700-00	SERIAL BONDS INTEREST		3,328,969.00	0.00	3,328,969,00	3,037,240.42	195,125.00	96,603.58
A 9711		1/46	9,823,969.00	0.00	9,823,969.00	9,592,240.42	195,125.00	36,603.58
ኣ 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	SERVICE-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	9,601,540.42	375,825.00	43,603.58
¥ 9901.950-00	TRANSFER TO SPECIAL AID F	1-1-1-1	125,000.00	0.00	125,000.00	0.00	0.00	125,000.00
A 9901TRANS	SFER TO SPECIAL AID		125,000.00	0.00	125,000.00	0.00	0.00	125,000.00
A 99INTERFU	IND TRANSFERS	**	125,000.00	0.00	125,000.00	0.00	0.00	125,000.00
A 9EMPLOYE	E BENEFITS	**	40,213,366.00	(5,500.00)	40,207,866.00	25,955,299.27	13,514,725.20	737,841.53
GRAND TOTALS			123,565,275.00	258,348.28	123,823,623.28	80,489,652.05	36,088,773.52	7,245,197.71

Report Completed 12:56 PM



BUDGET TRANSFER QUERY FUND RANGE: A - V

REF#	DATE	TRANSFER EXPLANATION	ACCOUNT	DEBITS	CREDITS
902	04/13/16	FIELD TRIP TRANSPORTATION TO EOY			
			A 2020 526-07	730.00	0.00
			A 5546.400-07	0.00	730.00
903	04/21/16	DISTRICT SHARE OF DSS EXPENSES			
			A 2250.471-00	57,281.00	0.00
			A 2250.473-00	50,000.00	0.00
			A 2250.470-00	0.00	107,281.00
			SCHEDULE TOTAL	108,011.00	108,011.00
		BUDGET TRANSFER COUNT - 2			

Report Completed 12:58 PM



SOUTH COUNTRY CENTRAL SCHOOL DISTRICT CAPITAL ONE COLLATERAL RECONCILIATION APRIL 2016

		04.30.16
CAPONE (GENERAL FUND MMA	\$25,715,081.46
CAPONE (GENERAL FUND CHECKING	\$5,305,180.03
CAPONE I	PAYROLL CHECKING	\$93,707.82
CAPONE 1	TRUST & AGENCY CHECKING	\$243,896.90
CAPONE I	FEDERAL CHECKING	\$172,994.17
CAPONE (CAFETERIA CHECKING	\$101,968.65
CAPONE (CAPITAL CHECKING	\$0.00
٦	TOTAL BALANCES	\$ 31,632,829.03
ı	LESS: FDIC INSURANCE	\$ 250,000.00
		\$ 31,382,829.03
(COLLATERAL PERCENTAGE	 105.00%
•	105% OF DEPOSITS	\$ 32,951,970.48
ı	MARKET VALUE	\$ 33,091,007.13



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

Date: 04/01/16 - 04/30/16

000442 XBGSM101

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

RE:

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

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

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

DATE	AS	OF	DAT	ΓΕ	TO	TAL	DEPO	SITS	MARI VAL		COLLATERAL PERCENTAGE	# OF Days
04/04/16 04/05/16	04	/01/ /04/	16	38,	17	8,4	02.37 89.91	40,0	38,208 87,414	59	105.000	3 1
04/06/16 04/07/16 04/08/16	04	/05/ /06/ /07/	16	37,	98	1,0	01.92 76.05 95.00	39,8	09,977. 80,129. 04,184.	94	105.000 105.000 105.000	1
04/11/16 04/12/16 04/13/16	04	/08/ /11/ /12/	16	35,	13	2,7	23.38 00.06 89.84	36,8	88,989. 89,335. 53,309.	45	105.000 105.000 105.000	3 1 1
04/14/16 04/15/16 04/18/16	04,	/13/ /14/ /15/	16	33, 33,	00 35	7,2	43.30 15.67 35.37	34,6 35,0	57,605, 24,446, 87,297	.59 .62	105.000 105.000 105.000	1 1 3
04/19/16 04/20/16 04/21/16	04,	/18/ /19/ /20/	16	33, 33,	31 28	5,5 4,0	81.52 51.07 34.03	34,9 34,9	81,361, 48,254, 40,166,	19 37	105.000 105.000 105.000	i i
04/22/16 04/25/16	04/	/21/ /22/	16	32, 31,	99 47	5,0 3,2	13.56 03.81	34,6 33,0	44,764. 46,864.	51 13	105.000 105.000	1 3
04/26/16 04/27/16 04/28/16	04/	/25/ /26/ /27/	16	31,	13 03	3,8 9,3	29.03 37.60 31.01	32,6 32,5	61,670. 90,529. 91,297.	95 59	105.000 105.000 105.000	į
04/29/16 05/02/16		/28/ /29/					B9.66 44.73		31,414. 91,007.		105.000 105.000	3



Muni Report - Asset Allocation Report



Main Account Name:

FIRST NB OF LONG ISLAND

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

Sub Account	Sub Account Name	Deposit Amount Margina	I% Adj	Deposit Amount		Short(-) / Over
	FNB LONG ISLAND/SOUTH COUNTRY (13,685,595.86	105	14,369,875.65		0.91
CUSIP	Security Description	Shares	Price	Market Value V	'ariable %	Collateral Value
726626GL2	PLAINSBORO TWP NJ 3.750% 5/01/26 (v)	300,000.00	1.11	333,504.00	100.00	333,504.00
726626GK4	PLAINSBORO TWP NJ 3.750% 5/01/25 (v)	49,000.00	1.12	54,849.13	100.00	54,849.13
663821RQ1	NORTHBROOK IL 3.000% 12/01/18 (v)	130,000.00	1.05	137,055.10	100.00	137,055.10
653234ZZ0	NEWTOWN CT 3.000% 3/15/29 (v)	325,000.00	1.06	343,255,25	100.00	343,255.25
653234ZY3	NEWTOWN CT 3.000% 3/15/28 (v)	325,000.00	1.06	344,594.25	100.00	344,594.25
653234ZX5	NEWTOWN CT 3.000% 3/15/27 (v)	325,000.00	1.07	347,233.25	100.00	347,233,25
653234A61	NEWTOWN CT 3.500% 3/15/34 (v)	325,000.00	1.06	343,141.50	100.00	343,141.50
653234A53	NEWTOWN CT 3.500% 3/15/33 (v)	325,000.00	1.06	344,064.47	100.00	344,064.47
653234A46	NEWTOWN CT 3.250% 3/15/32 (v)	325,000.00	1.05	341,565.25	100.00	341,565.25
653234A38	NEWTOWN CT 3.250% 3/15/31 (v)	325,000.00	1.06	343,414.47	100.00	343,414.47
653234A20	NEWTOWN CT 3.000% 3/15/30 (v)	325,000.00	1.05	342,264.00	100.00	342,264.00
653063S65	NEWTON MA 4.000% 3/01/30 (v)	230,000.00	1,11	254,973.38	100.00	254,973.38
653063N78	NEWTON MA 4.000% 3/01/29 (v)	250,000.00	1.11	277,690.00	100.00	277,690.00
653063G68	NEWTON MA 4.375% 4/01/29 (v)	500,000.00	1.09	542,799.95	100.00	542,799.95
653063G35	NEWTON MA 4.125% 4/01/26 (v)	1,500,000.00	1.09	1,629,855.00	100.00	1,629,855.00
651027YP3	NEWBURYPORT MA 4,000% 2/15/30 (v)	380,000.00	1.09	413,276.57	100.00	413,276.57
651027YL2	NEWBURYPORT MA 4.000% 2/15/27 (v)	215,000.00	1.10	235,756.10	100.00	235,756.10
651027YK4	NEWBURYPORT MA 4.000% 2/15/26 (v)	115,000.00	1.10	126,711.59	100.00	126,711.59
651027E83	NEWBURYPORT MA 3.000% 9/15/35 (v)	500,000.00	1.05	524,580.00	100.00	524,580.00
651027E67	NEWBURYPORT MA 3.000% 9/15/33 (v)	475,000.00	1.07	507,399.75	100.00	507,399.75
651027E42	NEWBURYPORT MA 3.000% 9/15/31 (v)	440,000.00	1.08	474,654.36	100.00	474,654.36
651027E26	NEWBURYPORT MA 2,500% 9/15/29 (v)	615,000.00	1.07	655,854.45	100.00	655,854.45
651027D92	NEWBURYPORT MA 2.400% 9/15/28 (v)	595,000.00	1.07	636,102.60	100.00	636,102.60
643136A95	NEW CANAAN CT 2.000% 5/01/25 (v)	274,722.00	1.03	282,936.19	100.00	
643136A87	NEW CANAAN CT 2.000% 5/01/24 (v)	435,000.00	1.04	450,760.05	100.00	
639846ZE7	NEEDHAM MA 4.000% 8/01/27 (v)	620,000.00	1.08	667,981.80	100.00	
639846ZD9	NEEDHAM MA 4.000% 8/01/26 (v)	300,000,00	1.08	324,428.97	100.00	
639846ZC1	NEEDHAM MA 4.000% 8/01/25 (v)	165,000.00	1.09	179,147.09	100.00	•
639846YK4	NEEDHAM MA 4.000% 6/01/28 (v)	105,000.00	1.07	112,474.95	100,00	
639846YJ7	NEEDHAM MA 3.875% 6/01/27 (v)	200,000.00	1.07	213,126.00	100.00	
639846YH1	NEEDHAM MA 3.750% 6/01/26 (v)	200,000.00	1.06	212,892,00	100.00	
639846YG3	NEEDHAM MA 3.625% 6/01/25 (v)	200,000.00	1.07	213,326.00	100.00	
615298LC8	MONTVILLE TWP NJ 3.000% 10/15/22 (v)	1,000,000.00	1.14	1,137,990.00	100.00	
615298LB0	MONTVILLE TWP NJ 3.000% 10/15/21 (v)	910,000.00	1.12	1,020,219.11	100.00	1,020,219.11
Tot	als for Account:Adj. Deposit Amt: 14,369	,875.65 13,303,722.00		14,369,876.58		14,369,876.58

Balance per bank e 4/30/16 # 13,931,59192



SOUTH COUNTRY SCHOOL DISTRICT HIGH SCHOOL-EXTRA CLASSROOM ACTIVITIES JULY 1, 2015 - APRIL 30, 2016

ACTIVITIES	BALANCES 07/01/2015	TOTAL RECEIPTS 2015 - 2016	TOTAL RECEIPTS & BALANCES 2015- 2016	TOTAL PAYMENTS 2015-2016	BALANCES 4/30/2016
CLASS OF 2014	4,529.89	0.00	4,529.89	0.00	4,529.89
CLASS OF 2015	9,249.60	0.00	9,249.60	5,052.12	4,197.48
CLASS OF 2016	2,988.23	0.00	2,988.23	2,569.91	418.32
CLASS OF 2017	2,024.58	3,204.68	5,229.26	2,470.41	2,758,85
CLASS OF 2018	125.75	1,141.00	1,266.75	438.00	828.75
CLASS OF 2019	0.00	2,452.25		2,164.71	287.54
ADVERTISING & PUBLICITY	895.24	0.00		40,32	854,92
ATHLETES HELPING ATHLET	0.00	0.00		0.00	0.00
CHAMBER CHOIR	0.00	0.00		0.00	0.00
CHAMBER STRINGS	0.00	0,00	700	0.00	0.00
CHESS CLUB	67.00	0.00	*56	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	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	198.70	0.00	198.70
GENERAL FUND	5,592.28	14,312.70	19,904.98	19,746.23	158.75
GRADUATION	13,478.58	25.00	13,503.58	5,205.90	8,297.68
HISTORY CLUB	180.00	0.00	180.00	0.00	180.00
ITALIAN CLUB	112.83	1,316.00	13/3	1,302.00	126.83
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
LOG/YEARBOOK	10,456.00	0.00	72	17.5	656.00



SOUTH COUNTRY SCHOOL DISTRICT HIGH SCHOOL-EXTRA CLASSROOM ACTIVITIES JULY 1, 2015 - APRIL 30, 2016

	BALANCES	TOTAL RECEIPTS	TOTAL RECEIPTS & BALANCES 2015-	TOTAL PAYMENTS	BALANCES
ACTIVITIES	07/01/2015	2015 - 2016	2016	2015-2016	4/30/2016
MATH CLUB	487.53	0,00	487.53	375.64	111.89
MATH HONOR SOC.	97.61	1,642.00	1,739,61	150,00	1,589.61
MUSIC FUND	189.23	0.00	189.23	4,334.04	-4,144.81
MUSICAL SHOW	9,328.59	11,853.00	21,181.59	12,745.65	8,435.94
PEER MEDIATION	124.00	0.00	124.00	0.00	124.00
PERCUSSION ENSEMBLE	0.00	0.00	0.00	0.00	0.00
POSTERS CLUB	0.00	0.00	0.00	0.00	0.00
ROBOTICS CLUB	0.00	2,200.00	2,200.00	1,567.73	632.27
S.A.D.D.	2,049.36	0.00	2,049.36	51.04	1,998.32
SCHOOL STORE	9,377.74	588.00	9,965.74	2,043.95	7,921.79
SCIENCE HONOR SOC	1,576.36	1,082.00	2,658.36	1,334.30	1,324.06
SENIOR NAT'L HONOR SOC	2,950.40	0.00	2,950.40	0.00	2,950.40
SEQ	466.09	0.00	466.09	0.00	466.09
SPANISH CLUB	363.63	1,641.15	2,004.78	1,469.67	535.11
STUDENT COUNCIL	1,193.71	8,857.40	10,051.11	3,790.95	6,260.16
TRI M HONOR SOC.	1,377.63	1,050.00	2,427.63	1,825.00	602,63
VARIETY SHOW	11,463.94	89.99	11,553.93	4,381.02	7,172,91
WEB SITE CLUB	0.00	0.00	0.00	0.00	0,00
WRITING CLUB/INKWELL	0.00	0.00	0.00	0.00	0.00
WEIGHTLIFTING	<u>143.00</u>	<u>0.00</u>	<u>143.00</u>	<u>0.00</u>	<u>143.00</u>
		104 — 5.			
TOTAL	<u>\$ 95,171.01</u>	\$ 56,595.62	\$ 151,766.63	\$ 86,627.69	\$ 65,138.94

SOUTH COUNTRY SCHOOL DISTRICT MIDDLE SCHOOL-EXTRA CLASSROOM ACTIVITIES JULY 1, 2015 -APRIL 30, 2016.

ACTIVITIES	BALANCES 07/01/2015	TOTAL RECEIPTS 2015 - 2016	TOTAL RECEIPTS & BALANCES 2015 - 2016	TOTAL PAYMENTS 2015 - 2016	BALANCES 4/30/2016
ART CLUB	423,00	0.00	423,00		423.00
BARGE	479.60	0.00	479.60	0.00	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	2.41	2,816.38
INTERNATIONAL CL		0.00	3,35	11.5	3.35
JAZZ ENSEMBLE	0.00	0.00	0.00		0.00
MATH CLUB	0.00	0.00	0.00	VOV.	0.00
MUSICAL	2,687.78		2.5	8,015.53	5,961.25
PEER MEDIATION	0.00		(0).40		0.00
SCIENCE CLUB	0.00			0.00	0.00
SC SINGERS	0.00		7.7	.71	0.00
STEP SQUAD	438.00	0.00	438.00	0.00	438.00
STUDENT COUNCIL	13,451.04	151,512.66		-	46,020.11
YEAR BOOK	3,696,94	0.00	3,696.94	0.00	3,696.94
				v	
TOTAL	<u>\$ 25,474.02</u>	<u>\$ 175,774.83</u>	<u>\$ 201,248.85</u>	\$ 135,927.62	\$ 65,321.23



TO:

Board of Education of South Country Central School District

FROM:

Denise Longobardi, Claims Auditor

RE:

Purchase Order/ Warrant Review February 2016

DATE:

March 1, 2016

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

Warrant #	<u>Date</u>	<u>Fund</u>	\$ Amount
26	2/16/15	General	\$ 2,869,778.25
27	2/16/16	General	\$ 0.00
28	2/24/16	General	\$ 846,569.23
15	2/16/16	Federal Fund	\$ 69,156.76
16	2/24/16	Federal Fund	\$ 13,975.58
15	2/16/16	Cafeteria	\$ 1,463.38
16	2/24/16	Cafeteria	\$ 147,456.43
33	2/12/16	Trust & Agency	\$ 2,229,353.42
34	2/16/16	Trust & Agency	\$ 116,621.80
35	2/25/16	Trust & Agency	\$ 2,247,966.83

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

- Confirming Purchase order-During my review of purchase orders in the month of February 2016, I have found 4 instances in which the expense was incurred prior to the purchase order being approved by the purchasing agent. I have found that the purchases were not emergency situations, and the expense date was before the purchase order date. I recommend using "open" purchase orders for vendors used frequently in this situation.
 - ➤ ACCO Brands USA LLC- check 102882- p.o. 16-2538, p.o. date 1/25/16, invoice date 12/24/15, \$747.76. Initiated by Verne Critz- J. Rothe.
 - Clarion Hotel and Suites- check 102911, p.o. 16-2565, p.o. date 1/26/16, invoice ate 1/17/16, \$148.35. Initiated by Bellport HS- MB Stitt.
 - Evernote- check 102927, p.o. 16-2591, p.o. date 2/1/16, invoice date 1/21/16, \$600.00. Initiated by Central Office- S. Cioffaletti.
 - Lorrie Barry- check 103034, p.o. 16-2642, p.o. date 2/11/16, travel reimbursement January 2016, \$32.16, initiated by Student Support Services.
- 2. The following payments had invoices dated over 90 days old when they were paid:
 - Follett School Solutions, Inc.- check 102931, p.o. 16-1208, invoice 1831795A, invoice date 8/6/15, initiated by Brookhaven Elementary- K. Munisteri.
 - > Staples- check 103001, p.o. 16-0995, invoice date 8/26/15, \$39.48, initiated by Bellport HS- V Seller; invoice date 9/2/15, \$81.14, initiated by Bellport HS- L. George.

- Follett School Solutions, Inc.- check 103050, p.o. 16-1356, invoices dated 8/12/15 and 8/24/15, \$1,743.09, initiated by Verne Critz- B. Ginty.
- Team Express- check 103004, p.o. 16-0084, invoices dated 7/14/15 and 8/10/15, \$909.69, initiated by Bellport HS- MB Stitt.
- ➤ Kurtz Bros.- check 10365, p.o. 16-0239, invoice date 9/24/15, \$3.13, initiated by Kreamer- A. Volk.
- ➤ NASCO- check 103078, p.o. 16-0737, invoice dated 7/21/15, \$26.80, initiated by Bellport HS- D. Stickley; p.o. 16-0747, invoice date 7/21/15, \$268.74, initiated by Bellport HS- W. Franek; p.o. 16-0741, invoice dated 7/21/15, \$94.15, initiated by Bellport HS- C. Watson.
- ➤ Really Good Stuff- check 103091, p.o. 15-2725, invoice date 7/10/15, \$56.93, initiated by Verne Critz- B. Draghi.
- Staples Contract & Commercial- check 103100, p.o. 16-1037, invoice date 9/24/15, \$38.16, initiated by Bellport HS- P. Brady; p.o. 16-1067, invoice date 9/18/15, \$46.38, initiated by Bellport MS- J. O'Leary; p.o. 16-1077, invoice date 9/18/15, \$55.03, initiated by Bellport MS- K. Morris; p.o. 16-1038, invoice date 9/18/15, \$39.65, initiated by Bellport HS- L. Budd.
- 3. The following payments were made with non-original invoices:
 - NAPA Auto Parts- check 102971, p.o. 16-0519, invoice 103832, invoice date 1/14/16, initiated by Facilities.
- 4. Jaime Canjura- check 102905, p.o. 16-2543, invoice 128879, invoice date 1/29/16, supplies were shipped to employee's home. All purchases made on behalf of the school district should be shipped to a school district building.

Number of exceptions noted: 14 Number of checks processed: 314

Error percentage: 4.46%

CC: S. Gergis-Assistant Superintendent for Business

TO:

Board of Education of South Country Central School District

FROM:

Denise Longobardi, Claims Auditor

RE:

Purchase Order/ Warrant Review April 2016

DATE:

May 1, 2016

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

Warrant #	<u>Date</u>	<u>Fund</u>	\$ Amount
33	3/28/16	General	\$ 10,000.00 ##
34	4/6/16	General	\$ 1,902,872.67
35	4/20/16	General	\$ 0.00
36	4/20/16	General	\$ 517,196.07
19	4/6/16	Federal Fund	\$ 90,134.39
20	4/20/16	Federal Fund	\$ 43,255.27
19	4/20/16	Cafeteria	\$ 1,443.00
40	4/6/16	Trust & Agency	\$ 110,858.33
41	4/8/16	Trust & Agency	\$2,215,045.77
42	4/8/16	Trust & Agency	\$ 925.85
43	4/22/16	Trust & Agency	\$2,264,809.89
44	4/20/16	Trust & Agency	\$ 196.86

Warrant did not appear on the March 2016 Claims Report.

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

- Confirming Purchase order-During my review of purchase orders in the month of April 2016, I have found 6 instances in which the expense was incurred prior to the purchase order being approved by the purchasing agent. I have found that the purchases were not emergency situations, and the expense date was before the purchase order date. I recommend using "open" purchase orders for vendors used frequently in this situation.
 - Connie Adee- check 103721, 3 p.o.'s dated 16-2534, 16-2535, and 16-2540 all p.o.'s dated 1/25/16, service dates include 12/15-12/21/15, 1/12-1/14/16. And 1/20 & 1/21/16, \$800.00.
 - Pulick Pottery- check 103806, 2 p.o.'s 16-2833 and 16-2832, p.o.'s dated 3/23/16, 2 invoices dated 3/8/16, \$275.00, initiated by FP Long and Verne Kritz- Fandale; check 103911, p.o. 16-2940, p.o. date 4/12/16, invoice dated 4/5/16, \$501.25, Bellport HS- Fandale.
 - Walter Cole- check 103861, p.o. 16-2931, p.o. date 4/12/16, invoice date 4/2/16, \$3,025.00, initiated by Central Office.
 - ➤ Keany Associates- check 24975, p.o. date 4/12/16, invoice dates 3/9/16, and 3/21/16, \$2,500.00, initiated by Central Office.
 - ➤ Gill Athletics- check 103875, p.o. 16-2897, p.o. date 4/5/16, invoice date 3/28/16, \$624.00, initiated by Bellport HS- MB Stitt.

- Barbara Muller-check 103897, p.o. 16-2895, p.o. date 4/5/16, invoice date 3/19/16, \$40.78, initiated by Brookhaven- Munisteri.
- 2. AHRC Suffolk- check 103722, p.o. 16-1263, void check. Incorrect vendor paid. \$11,245.96.
- 3. Belfor Property Restoration- check 103729, p.o. 16-2779, hold check, vendor must provide prevailing wages, \$88,847.46. Initiated by Facilities.
- 4. New York Therapy & Placement- check 103790, p.o. 16-1324, void check- vendor billed district incorrectly, \$ 1,860.00.
- 5. The following payments were made with non-original invoices:
 - ➤ LOWES- check 103894, p.o. 16-0061, invoice 23903, \$24.62, initiated by Facilities.
- 6. The following payments were over 90 days old when paid:
 - Cascade School Supplies- check 103738, p.o. 16-0167, invoice date 8/10/15, \$40.49, initiated by Verne Critz- Nolan; p.o. 16-0678, invoice date 9/17/15, \$39.96, initiated by Bellport HS- Madu.
 - ➤ Lego Education- check 103777- p.o. 16-2117, invoice date 11/19/15, \$968.58, initiated by Bellport MS- Gualtieri.
 - Science Direct- check 103814, p.o. 16-1393, invoice dated 8/5/15, \$701.61, initiated by Bellport HS- Seeberger.
 - ➤ ASSA Group, Inc. DBA Ennwork- check 24969, p.o. F600 payment, invoice date 8/27/15, \$16,148.71, initiated by Central Office.
 - ➤ Kurtz Bros.- check 103887, p.o. 16-0753, invoice date 8/10/15, \$39.28, initiated by Bellport HS- Karp.
 - Para Scientific- check 103905, p.o. 16-0788, invoice date 10/14/15, \$25.20, initiated by Bellport MS- Mayer.
 - School Specialty- check 103919, 3 p.o.'s 16-0895, 16-0891, 16-1351, 3 invoices dated 8/12/15, 7/31/15, and 8/7/15, \$519.53, initiated by Bellport MS-Sinclair and Tringali, and Bellport HS- Foehr.
 - Wayside Publishing- check 103934, p.o. 16-1258, invoice dated 8/10/15, \$1,921.12. Initiated by Bellport HS- Foehr.
 - > Staples- check 103925, p.o. 16-1169, invoice dated 9/5/15, \$296.26, Initiated by FP Long- Fortunato.

Number of exceptions noted: 19 Number of checks processed: 336

Error percentage: 5.65%

CC: S. Gergis-Assistant Superintendent for Business

South Country Central School District 2016-2017 School Calendar

	July, 2016						
M	T	F					
				1			
4	5	- 6	7	8			
11	12	13	14	15			
18	19	20	21	22			
25	26	27	28	29			

4- independence Day

M	Т	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	{31}		
40	10	(+1) nt's Confe	ronee De	

December, 2016

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14

21

28

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[1]

8

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[2]

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16

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26

	Septe	mber	2016	
M	T	W	Th	F
			{1}	2
5	6	7	8	9
12	13	1.4	15	16
19	20	21	22	23
26	27	28	29	30
	- (19+1=20)	i. 151	54 <u> </u>

January, 2017

W

4

18

Th

5

12

19

26

6

13

20

27

1- Superintendent's Conference Day 2 & 5- Labor Day Weekend 6- First Day for Students

3

10

17

24

31

16- Martin Luther King Jr. Day

16

23

30

2- Winter Recess

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31			-	

October, 2016

10- Columbus Day 12- Yom Kippur

February, 2017					
М	T	W	Th	F	
		1	2	3	
6	7	- 8	9	10	
13	14	15	16	_17	
20	21	22	23	24	
27	28				

20- Presidents' Day 20-24- Mid Winter Recess

	ITUT	ember,		
М	T	W	Th	F
	1	2	3	4
7	{8}	9	10	11
14	15	16	17	[18] 25
21	22	23	24	25
28	29	30		
		(18+1=19		

8- Election Day/ Superintendent's Conference Day 11- Veteran's Day

8- Election Day/ Superintendent's Conference Day	25- Christmas
11- Veteran's Day	26-30- Winter Recess
24 & 25- Thanksgiving Recess	

	April, 2017					
M	f T W Th					
3	4	5	6	7		
10	11	12	13	14		
17	18	19	20	21		
24	25	26	27	28		

14- Good Friday

May, 2017							
М	Т	W	Th	F			
1	2	3	4	5			
8	9	10	11	12			
15	16	17	18	19			
22	23	24	25	26			
29	30	31					
		(20)					

26-30- Memorial Day Weekend

Quarter End Dates (Gr 6-12)

11/4/2016

1/27/2017

4/7/2017

6/23/2017

June, 2017						
М	Т	W	Th	F		
			1	2		
5	6	7	8	9		
12	13	34	15	16		
19	20	21	22	23		
26	27	28	29	30		
	_	(17)				

23- Last Day of School

	Ma	rch, 20	117	
M	T	W	Th	F
		- 1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	[24] 31
27	26	29	30	31
		(23)		

	_2-	50	L
		(15)	
10- First Day of Passover			
10-14- Spring Recess			

Key:		= School Closing (Instructional Staff)	181+3=184
	{}	= Teacher Orientation/Superintendent's = Daytime Parent Teacher Conference	Conference Day
		= Daytime Parent Teacher Conference	

Daytime Parent/Teacher Conference Schedule

November 18- BHS and BMS: School closed 6-12 students
December 1- Elementary: School closed Pre-K-5 students
December 2- Elementary: School closed Pre-K-5 students
March 24- Flementary: School closed Pre-K-5 students

Trimester Dates (Gr K to 5)

1st-	11/18/2016
2nd-	3/8/2017
3rd-	6/23/2017

Make-Up Day Schedule

Day #1 is built into school calendar
Make-Up Day #2- May 26, 2017
Make-Up Day #3- May 30 2017
Make-Up Day #4- April 14 2017
Make-Up Day #5- April 13 2017
Make-Up Day #6- April 12 2017
Make-Up Day #7- April 11 2017
Make-Up Day #8- April 10 2017

Evening Parent/Teacher Conference Schedule

November 17- Bellport High School 6:30 pm-8:30 pm	
November 21- Bellport Middle School 6:00pm-8:00pm	ı
November 30- K-5 Buildings 5:30 pm-8:30 pm	

March 20- Bellport Middle School 6:00 pm-8:00 pm March 21- Bellport High School 6:30 pm-8:30 pm March 23- K-5 Buildings 5:30 pm-8:30 pm

1st-

2nd-

The Board of Education reserves the right to revise this calendar if emergency school closings during the school year require additional teaching days. Consolidated School Calendar Adopted by the Board of Education on March 9, 2016.

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION 2016 – 2017 MEETING SCHEDULE

Unless otherwise noted, all Board of Education meetings will be held at **South Country School District office**, beginning at 6:30 pm, in anticipation of a proposed motion to enter Executive Session. It is expected that the meeting will return to Public Session at approximately 7:30 PM. Please check the District website at www.southcountry.org for any changes or updates.

MEETING DATE	PURPOSE
July 6, 2016	Reorganization Meeting/Business Meeting
August 3, 2016	Business Meeting
August 24, 2016	Business Meeting
September 14, 2016	Business Meeting
September 28, 2016	Business Meeting
October 26, 2016	Business Meeting
November 16, 2016	Business Meeting
December 7, 2016	Business Meeting
January 11, 2017	Business Meeting
January 25, 2017	Business Meeting/Budget Presentation Review & Long Term Planning
February 8, 2017	Business Meeting/Budget Presentation Tax Cap & Expenses and Revenues
March 1, 2017	Business Meeting/Budget Presentation 1000, 5000, and 9000 Codes
March 8, 2017	Business Meeting/Budget Presentation Curriculum & Instruction
March 22, 2017	Workshop/Budget Presentation Staffing Analysis
April 5, 2017	Business Meeting/Budget Presentation Expenses and Revenues Update
April 26, 2017	Business Meeting/Budget Presentation Budget Adoption (BOCES Budget & Board Vote)
May 3, 2017	BUDGET HEARING
May 16, 2017	BUDGET VOTE/ELECTION
May 17, 2017	Business Meeting
June 14, 2017	Business Meeting/Tenure & Retirement Reception

Other special meeting dates may be scheduled as circumstances and needs warrant.

Non-Instructional/Business Operations

SUBJECT: TRANSPORTATION OF STUDENTS

Requests for Transportation to and from Nonpublic Schools

The parent or person in parental relation of a parochial or private school child residing in the School District who desires that the child be transported to a parochial or private school outside of the School District during the next school year should submit a written request to the Board of Education no later than April 1 of the preceding year, or within thirty (30) days of moving into the District. No late request of a parent or person in parental relation shall be denied where a reasonable explanation is provided for the delay.

The Board of Education will furnish transportation up to twenty-five (25) miles to those eligible, resident students attending non-public schools. The distance will be measured from suchthe student's property line to the flagpole of the non-public school.

Transportation to Nonpublic Schools on Holidays

When a holiday falls on a Saturday or Sunday, the Board of Education may choose to close on Friday or Monday in observance of the holiday. Schools that close may provide pupil transportation. However, if the District has not shared its calendar and informed nonpublic schools that it will not transport on the optional holiday, the District is <u>required</u> to provide pupil transportation services on that day to nonpublic schools that are open.

Transportation for Nonpublic School Students with Disabilities who are Parentally Placed

For students with disabilities (ages 5 through 21) who are parentally placed in nonpublic schools outside their district of residency, if special education services are to be provided to a student at a site other than the nonpublic school, the school district of location is responsible for providing the special education services, including, as applicable, arranging and providing transportation necessary for the student to receive special education services. The proportionate share of IDEA Part B dollars could be used for such purpose.

The <u>school district of residence</u> remains responsible to provide transportation to parentally placed nonpublic school students from the student's in district residence to the nonpublic school, when required by District Policy.

Transportation of Students with Disabilities

Students with disabilities in the District shall be transported up to fifty (50) miles (one way) from their home to the appropriate special service or program, unless the Commissioner certifies that no appropriate nonresidential special service or program is available within fifty (50) miles. The Commissioner may then establish transportation arrangements.

Student Information

Any mode of transportation used on a regular basis to transport students with a disability on a regularly scheduled route shall, upon written consent of the parent or person in parental relation, have

maintained on such mode of transportation the following information about each student being transported:

(Continued)

Non-Instructional/Business Operations

SUBJECT: TRANSPORTATION OF STUDENTS (Cont'd.)

- a) Student's name;
- b) Nature of the student's disability;
- c) Name of the student's parent, guardian or person in a position of loco parentis (person in parental relation) and one or more telephone numbers where such person can be reached in an emergency; and/or
- d) Name and telephone number of any other person designated by such parent, guardian or person in a position of loco parentis as a person who can be contacted in an emergency.

Such information shall be used solely for the purpose of contacting such student's parent, guardian, person in a position of loco parentis, or designee in the event of an emergency involving the student, shall be kept in a manner which retains the privacy of the student, and shall not be accessible to any person other than the driver or a teacher acting in a supervisory capacity. In the event that the driver or teacher is incapacitated, such information may be accessed by any emergency service provider for such purpose.

Such information shall be updated as needed, but at least once each school year and shall be destroyed if parental consent is revoked, the student no longer attends such school, or the disability no longer exists.

Herein the term "disability" shall mean a physical or mental impairment that substantially limits one or more of the major life activities of the student, whether of a temporary or permanent nature.

Fire Extinguishers

School buses manufactured on or after January 1, 1990 fueled with other than diesel fuel and used to transport three (3) or more students who use wheelchairs or other assistive mobility devices or with a total capacity of more than eight (8) passengers and used to transport such students shall be equipped with an automatic engine fire extinguishing system.

School buses manufactured on or after September 1, 2007 fueled with diesel fuel and used to transport three (3) or more students who use wheelchairs or other assistive mobility devices or with a total capacity of more than eight (8) passengers used to transport such students shall be equipped with an automatic engine fire extinguishing system.

The purchase of automatic engine fire extinguishing systems for school buses used to transport such students shall be deemed a proper School District expense.

(Continued)

Non-Instructional/Business Operations

SUBJECT: TRANSPORTATION OF STUDENTS (Cont'd.)

Transportation of Non-Resident Students

With the exception of foreign exchange students enrolled in the District, who, upon approval of the Board of Education, may be provided with transportation to the District schools to the same extent as resident students pursuant to Board Policy 7132, non-resident families must provide their own transportation.

Transportation to School Sponsored Events

Where the District has provided transportation to students enrolled in the District to a school sponsored field trip, extracurricular activity or any other similar event, it shall provide transportation back to either the point of departure or to the appropriate school in the District unless the parent or legal guardian of a student participating in such event has provided the District with written notice, consistent with District policy, authorizing an alternative form of return transportation for such student or unless intervening circumstances make such transportation impractical. In cases where intervening circumstances make transportation of a student back to the point of departure or to the appropriate school in the District impractical, a representative of the School District shall remain with the student until such student's parent or legal guardian has been contacted and informed of the intervening circumstances which make such transportation impractical; and the student has been delivered to his/her parent or legal guardian.

Transportation in Personal Vehicles

For the protection of both the District and its employees, an employee will not provide transportation for students in his or her private vehicle except in emergencies as described below.

In extenuating circumstances a District administrator or their specified designee may authorize the transportation of students in a private vehicle when a District vehicle cannot be obtained. Prior to commencing the trip, if conditions permit, the administrator must notify the Superintendent of Schools and Assistant Superintendent for Business and must contact the home or facility to which the student is being transported. The driver must be an employee of the District, licensed to drive a motor vehicle in New York State and possess a clean New York State driver's license.

Transportation in District Vehicles

District vehicles are purchased, leased or rented for school purposes only. District vehicles, exclusive of any busses owned, leased, or rented and used by the District in the normal course of its duties regarding the transportation of students pursuant to this policy, may be used for the transportation of District students in accordance with New York State law and Board of

(Continued)

20162015

5720

4 of 4

Non-Instructional/Business Operations

SUBJECT: TRANSPORTATION OF STUDENTS (Cont'd.)

Education Policy. Such transportation may be provided with the authorization of a District Administrator and upon due notice to the Superintendent of Schools, Assistant Superintendent for Business and the home or facility to which the student is being transported. Whenever practicable in light of the circumstances, two adults will be utilized, with one adult being the same gender as the student being transported. The driver must be an employee of the District, authorized to use said vehicle, licensed to drive a motor vehicle in New York State and possess a clean New York State driver's license.

Education Law Sections 1604, 1709, 1804, 1903, 1950, 2503, 2554, 2590-e, 3242, 3602-c, 3621(15), 3623-a(2c), 3635, 4401-a, 4401(4), 4402, 4404, 4405, and 4410-6 Vehicle and Traffic Law Section 375(20)(1) and 375(21-i)

NOTE: Refer also to Policy #7131 -- <u>Education of Homeless Children and Youth</u> Policy #5721 - Use of School District Owned Vehicles

Adopted: 8/15/12

Revised: 8/5/15

Revised:



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: 5/18/2016

OFFICE OF ORIGIN: Office of Curriculum, Instruction & Accountability

DATE MATERIAL SUBMITTED: 5/10/2016

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	082040010	CSE/SCSE	082530004
CSE/SCSE	080390000	CSE/SCSE	051660010
CSE/SCSE	060890000	CSE/SCSE	122231691
CSE/SCSE	072060002	CSE/SCSE	080170000
CSE/SCSE	080040001	CSE/SCSE	081050005
CSE/SCSE	111740005	CSE/SCSE	063390003
CSE/SCSE	061730001	CSE/SCSE	071060000
CSE/SCSE	090400000	CSE/SCSE	008200075
CSE/SCSE	052410003	CSE/SCSE	062480003
CSE/SCSE	122230556	CSE/SCSE	122230556
CSE/SCSE	081020005	CSE/SCSE	081050003
CSE/SCSE	052030000	CSE/SCSE	007601066
CSE/SCSE	090680002	CSE/SCSE	053530001
CSE/SCSE	006702286	CSE/SCSE	122230137
CSE/SCSE	111290000	CSE/SCSE	120960001
CSE/SCSE	122230331	CSE/SCSE	122231759
CSE/SCSE	102290000	CSE/SCSE	006800891
CSE/SCSE	082420013	CSE/SCSE	081480003
CSE/SCSE	121230000	CSE/SCSE	122230905
CSE/SCSE	121950003	CSE/SCSE	073310000
CSE/SCSE	090790002	CSE/SCSE	120930000
CSE/SCSE	120610003	CSE/SCSE	122231662
CSE/SCSE	122231248	CSE/SCSE	006701857
CSE/SCSE	006801175	CSE/SCSE	100620000
CSE/SCSE	122230841	CSE/SCSE	102380008
CSE/SCSE	122230149	CSE/SCSE	006801506
CSE/SCSE	122231281	CSE/SCSE	007601350
CSE/SCSE	122232532	CSE/SCSE	006801242
CSE/SCSE	122231971	CSE/SCSE	102300007
CSE/SCSE	006701695	CSE/SCSE	110820000



CSE/SCSE	007601432	CSE/SCSE	093170000
CSE/SCSE	112220000	CSE/SCSE	122231161
CSE/SCSE	006702446	CSE/SCSE	122231599
CSE/SCSE	122231517	CSE/SCSE	082100002
CSE/SCSE	121160000	CSE/SCSE	083290003
CSE/SCSE	091060000	CSE/SCSE	006702340
CSE/SCSE	102280001	CSE/SCSE	103540001
CSE/SCSE	122231306	CSE/SCSE	111890000
CSE/SCSE	122230432	CSE/SCSE	122231456
CSE/SCSE	120230000	CSE/SCSE	122231010
CSE/SCSE	122230380	CSE/SCSE	071280007
CSE/SCSE	081990010	CSE/SCSE	081760000
CSE/SCSE	072080000	CSE/SCSE	070860005
CSE/SCSE	070810004	CSE/SCSE	122232395
CSE/SCSE	110970008	CSE/SCSE	090560000
CSE/SCSE	101060001		
	101000001		
<u>G.2.</u>			
CPSE	122232580	CPSE	122232606
CPSE	122231943	CPSE	122232498
CPSE	122232019	CPSE	122231943
CPSE	122231992	CPSE	122231874
CPSE	122232486	CPSE	122231252
CPSE	122231608	CPSE	122232040
CPSE	122231459	CPSE	122231959
CPSE	122231889	CPSE	122232551
CPSE	122232608	CPSE	122231387
CPSE	122232616		



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: May 18, 2016
OFFICE OF ORIGIN: Student Support Services
DATE MATERIAL SUBMITTED: May 9, 2016

CATEGORY OF ITEM: Action

TITLE: CSE/SCSE Recommendations

A Carson

STAFF RECOMMENDATION:

Date:	Location:	# of Students
05/06/16	Bellport Middle School	1
05/04/16	Student Support Services	1
05/03/16	Bellport Middle School	1
04/22/16	Bellport High School	1
04/21/16	Bellport Middle School	2
04/21/16	Frank P. Long Intermediate School	2
04/20/16	Frank P. Long Intermediate School	2
04/20/16	Verne W. Critz Elementary School	1
04/19/16	Bellport Middle School	4
04/14/16	BOCES	5
04/13/16	Bellport Middle School	1
04/12/16	Bellport High School	1
04/11/16	Bellport High School	5
04/11/16	Brookhaven Elementary School	1
04/08/16	Kreamer Street Elementary School	4
04/08/16	Student Support Services	The state of the s

04/07/16	Bellport High School	2
04/04/16	Frank P. Long Intermediate School	6
04/04/16	Kreamer Street Elementary School	3
04/04/16	Student Support Services	1
04/01/16	Bellport High School	2
04/01/16	Kreamer Street Elementary School	2
03/31/16	Bellport High School	1
03/31/16	Kreamer Street Elementary School	ì
03/30/16	Bellport High School	1
03/30/16	Kreamer Street Elementary School	1
03/29/16	Bellport High School	1
03/29/16	Kreamer Street Elementary School	1
03/29/16	Student Support Services	1
03/28/16	Student Support Services	I
03/24/16	BOCES	4
03/23/16	Frank P. Long Intermediate School	1
03/23/16	Student Support Services	1
03/22/16	Frank P. Long Intermediate School	1
03/22/16	BOCES	3
03/16/16	Frank P. Long Intermediate School	4
03/15/16	Bellport High School	2
03/15/16	BOCES	2
03/14/16	Brookhaven Elementary School	1
03/11/16	Kreamer Street Elementary School	2
03/10/16	Kreamer Street Elementary School	2
03/09/16	Brookhaven Elementary School	1
03/08/16	Bellport Middle School	1
03/04/16	Bellport Middle School	3
03/03/16	Bellport Middle School	2
03/03/16	Kreamer Street Elementary School	l
02/29/16	Frank P. Long Intermediate School	3



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: 5/18/16

OFFICE OF ORIGIN: Student Support Services, Southaven School

DATE MATERIAL SUBMITTED: 5/6/16

CATEGORY OF ITEM: Action TITLE: CPSE Recommendations

STAFF RECOMMENDATION:

Date of CPSE meeting	No. of Students
4/11/16	2
4/12/16	4
4/13/16	4
4/1/16	4
5/3/16	4
5/5/16	1

K Caroon 5/6/16

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:

May 11, 2016

Subject:

May 18, 2016 Personnel Changes for approval

Administration recommends approval of the following changes in Personnel:

H.1 Approve Resignations, Leave of Absences and Return from Leave of Absence

H			Resi	gnations	
No.	Unit	Name	Assignment	Last Date of Employment	Reason
1.2	SCAA		Principal/BMS	06/30/16	Accepted a position in another District
1.3	BTA		Teacher-Technology/BHS & BMS	06/24/16	Personal
1,4	BTA		Teacher-English/BHS	06/24/16	Personal
1.5	BTA		Teacher-LOTE/BHS	06/24/16	Personal
1.6	BTA		Teacher-LOTE/BHS	06/24/16	Personal
1.7	BTAA		Special Education Aide/FPL	06/03/16	Relocated
1.8	BTAA		School Monitor/BRK	04/22/16	Personal
1.9	BTAA		School Monitor/FPL	06/24/16	Personal
			Leave	f Absences	
No.	Unit	Name	Assignment	Effective Date	Reason
1.10	BTA		Teacher-Elementary/BRK	09/01/16 - 02/24/17 (unpaid)	Childrearing
		5 - 100 0 W - 100 0	Return from L	eave of Absence	
No.	Unit	Name	· Assignment	Effective Date	Reason
1.11	BTA		Teacher-Elementary/TBD	09/01/16	End of leave
1.12	BTA	<u> </u>	Teacher-English/BMS	09/01/16	End of leave
1.13	BTA		Teacher-Special Education/BHS	09/01/16	End of leave

H.2 Approve Recalls

No.	Unit	Name	Assignment	Effective Date	Salary	Replacing
2.1	BTA		Teacher-Technology/BHS & BMS	09/01/16	\$64,449	

H3 Approve Instructional New Appointments

	Probationary						
No.	Unit	Name	Assignment	Effective Date	Salary	Replacing	
1.6	NC		Director of Special Education & Student Support Services/DSW, (Certification: SDA)	07/01/16-02/11/20	\$150,000	2	
3.2	BTA		Teacher-Mathematics/BHS (Appointment contingent on the issuance of Certification)	09/01/16-09/01/20	\$59,117		
3.3	BTA		Teacher-Social Studies/BHS	09/01/16-09/01/20	\$59,117	_	
3,4	BTA		Teacher-Reading/TBD	09/01/16-09/01/19 (Prior Tenure)	\$72,444	New	
3.5	BTA		Teacher-Social Studies/BHS	09/01/16-09/01/20	\$56,454	New	
3.6	BTA		Teacher-Speech/BRK & VWC	09/01/16-09/01/20	\$59,117	New	

H.4 Approve Non-Instructional New Appointments

No.	Unit	Name	Assignment	Effective Date	Salary	Replacing
4.1	BTAA		Special Education Aide/VWC	04/21/16	\$13.42/hr.	New
1			(previously appointed as School			
]		Monitor)			<u> </u>

H.5 Approve Salary Schedule

Change In Salary						
No.	Unit	Name	Position/Building	Effective, Date	From	To
5.1	BTA		Teacher/BMS	02/01/16	\$66,782	\$69,433
5.2	BTA	111111111111111111111111111111111111111	Teacher/BRK	02/01/16	\$72,084	\$74,736
5.3	BTA		Teacher/FPL	05/01/16	\$64,128	\$66,782

11.6 Approve Additional Work

			Teachers on Special Assignment (TOSA)		
No.	Unit	Name	Assignment	Effective Date	Salary
6.1	BTA		Teacher-ESL -To monitor the progress of ENL students and students participating	07/01/16-06/30/17	\$72,444
			in World Language and Bilingual Program K-12)		
0.000	T. C. T.		Other Work		
No.	NC NC	Name	Assignment	Effective Date	Salary
6.2	+		Extended School Year Coordinator for Special Education/SSS & BMS	06/01/16-08/15/16	\$6,500
6.3	NC DTA		Youth Summer Coordinator/DSW. Not to exceed 60 hours/DSW	07/01/16-08/31/16	\$40.00/hr.
6.4	BTA		Mentoring Coordinator/DSW. To oversee the District's mentoring program	07/01/16-06/30/17	\$2,898
6.5	NC		Census Enumerator-DSW Driver Education Program	07/01/16-06/30/17	\$19.00/hr.
			Funded By Program		
No.	Unit	Name	Assignment	Effective Date	Rate of Pay
6.6	NC		Instructor	07/01/16-06/30/17	\$55.00/hr.
			Translation Services Funded by Title III Grant		
No.	Unit	Name	Assignment	Effective Date	Rate of Pay
6.7	NC		Translation Services-DSW	07/01/16-06/30/17	\$50.00/hr.
6.8	NC		Translation Services-DSW	07/01/16-06/30/17	\$50.00/hr.
6.9	NC		Translation Services-DSW	07/01/16-06/30/17	\$50.00/hr.
6.10	NC		Translation Services-DSW	07/01/16-06/30/17	\$50.00/hr.
5.11	NC		Translation Services-DSW	07/01/16-06/30/17	\$50.00/hr.
6.12	NC		Translation Services-DSW	07/01/16-06/30/17	\$50.00/hr.
6.13	NC		Translation Services-DSW	07/01/16-06/30/17	\$50.00/hr.
6.14	NC		Translation Services-DSW	07/01/16-06/30/17	\$50.00/hr.
6.15	NC		Translation Services-DSW	07/01/16-06/30/17	\$50.00/hr.
6.16	NC		Translation Services-DSW	07/01/16-06/30/17	\$50.00/hr.
6.17	NC		Translation Services-DSW	07/01/16-06/30/17	\$50.00/hr.
			Special Education Summer Program Funded through IDEA 611 Grant		
No.	Unit	Name	Assignment	Effective Date	Salary
6.18	BTA	Titane	School Social Worker (1 of 4) - Up to a maximum of 50 hours	07/1/16-08/26/16	\$59.38/hr.
6.19	BTA		School Social Worker (2 of 4) - Up to a maximum of 50 hours	07/1/16-08/26/16	\$85.38/hr.
5.20	BTA		School Social Worker (2 of 4) - Up to a maximum of 50 hours	07/1/16-08/26/16	\$43.91/hr.
6.21	BTA		School Social Worker (4 of 4) - Up to a maximum of 50 hours	07/1/16-08/26/16	\$42.02/hr.
6.22	BTA		Teacher-Special Education (1 of 2) - Not to exceed 30 days	07/1/16-08/26/16	\$93.14/hr.
6.23	BTA		Teacher-Special Education (2 of 2) - Not to exceed 30 days	07/1/16-08/26/16	\$63,16/hr.
6.24	BTA		Teacher-Speech Therapist (1 of 2) - Up to a maximum of 25 hours	07/1/16-08/26/16	\$40.12/hr.
6.25	BTA		Teacher-Speech Therapist (2 of 2) - Up to a maximum of 25 hours	07/1/16-08/26/16	\$53.69/hr.
5.26	BTA		Teachers-Special Education & General Education (representatives) - Up to a	07/1/16-08/26/16	\$50.00/hr.
			maximum of 360 hours		
6.27	BTA		Teacher-School Psychologist - Up to a maximum of 30 days	07/1/16-08/26/16	\$47.70/hr.
5.28	BTA		Teacher-School Psychologist (1 of 4) - Up to a maximum of 50 hours	07/1/16-08/26/16	\$69.40/hr.
5.29	BTA		Teacher-School Psychologist (2 of 4) - Up to a maximum of 50 hours	07/1/16-08/26/16	\$63 <u>.16/hr.</u>
6.30	BTA		Teacher-School Psychologist (3 of 4) - Up to a maximum of 50 hours	07/1/16-08/26/16	\$47.70/hr.
6.31	BTA		Teacher-School Psychologist (4 of 4) - Up to a maximum of 50 hours Special Education Extended School Year (ESY)	07/1/16-08/26/16	\$63.16/hr.
			Funded through General Pund/Special Aid Fund		
No.	Unit	Name	Assignment	Effective Date	Salary
5.32	BTA		Teacher-Speech Therapist (1 of 2) - Five days a week, as per students' IEP	07/5/16-08/12/16	\$69.53/hr.
5.33	BTA		Teacher-Speech Therapist (2 of 2) - Five days a week, as per students' IEP	07/5/16-08/12/16	\$40.12/hr.
6.34	ВТА		Teacher-Visually Impaired and Blind - Hours per day & days per week as per students' IEP	07/5/16-08/12/16	\$95.03/hr.
5.35	BTA		Teacher-Special Education (12:1:1) - Up to 3.5 hours per day, five days per week	07/5/16-08/12/16	\$58.00/hr.
5.36	BTA		Teacher-Special Education (12:1:1) - Up to 3.5 hours per day, five days per week	07/5/16-08/12/16	\$58.00/hr.
5.37	BTA		Teacher-Special Education (12:1:1) - Up to 3.5 hours per day, five days per week	07/5/16-08/12/16	\$58.00/hr.
6.38	BTA		Teacher-Special Education (12:1:1) - Up to 3.5 hours per day, five days per week	07/5/16-08/12/16	\$58.00/hr.
5.39	BTA		Teacher-Special Education (ELA) - Up to 90 minutes per day, five days per week	07/5/16-08/12/16	\$58.00/hr.
6.40	BTA		Teacher-Special Education (Math) - Up to 90 minutes per day, five days per week	07/5/16-08/12/16	\$58.00/hr.
.41	BTA		Teacher-Special Education (8:1:3) - Up to 6 hours per day, five days per week	07/5/16-08/12/16	\$58.00/hr.
.42	BTA		Teacher-Special Education (8:1:3) - Up to 6 hours per day, five days per week	07/5/16-08/12/16	\$58.00/hr.
6.43	BTA		Teacher-Special Education (8:1:3) - Up to 6 hours per day, five days per week	07/5/16-08/12/16	\$58.00/hr.
5.44	BTA		Teacher-Special Education (8:1:3) - Up to 6 hours per day, five days per week	07/5/16-08/12/16	\$58.00/hr.
5.45	BTA		Teacher-Special Education (8:1:3) - Up to 6 hours per day, five days per week	07/5/16-08/12/16	\$58.00/hr.

11.6 Approve Additional Work Continued

No. Unit	Name	Assignment	Effective Date	Salary
6.46 BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$24,62/hr.
6.47 BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$21,66/hr.
5.48 BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$24.62/hr.
49 BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$24.62/hr.
5.50 BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$15,68/hr.
51 BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$24.62/hr.
5.52 BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$16.76/hr.
5.53 BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$19,83/hr.
5.54 BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$16.76/hr.
5.55 BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$24.62/hr.
5.56 BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$16.76/hr.
5.57 BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$17.68/hr.
.58 BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$24.62/hr.
.59 BTAA		Teaching Assistant (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$20,49/hr.
.60 BTAA		Teaching Assistant (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$16.36/hr.
.61 BTAA		Teaching Assistant (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$24.62/hr.
62 BTAA		Teaching Assistant (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$24.62/hr.
63 BTAA		Teaching Assistant (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$16.36/hr.
.64 BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$20.70/hr.
.65 BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$20.70/hr.
.66 BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$20.13/hr.
.67 BTAA	-	Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$18.03/hr.
.68 BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$13,42/hr.
.69 BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$20.13/hr.
.70 BTAA	-,- :	Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$14.22/hr.
.71 BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$20.13/hr.
.72 BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$13,42/hr.
.73 BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$20.13/hr.
.75 BTAA		Special Education Aide (12:1:1) - Up to 3 hours per day, five days per week	07/5/16-08/12/16	\$13.42/hr.
.76 BTAA		Special Education Aide (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$13,42/hr.
.70 BTAA		Special Education Aide (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$19.03/hr.
.78 BTAA		Special Education Aide (8:1:3) - Up to 5.5 hours per day, five days per week	07/5/16-08/12/16	\$13.42/hr.
.70 DIAA		Special Education Aide (8:1:3) - Up to 5.5 hours per day, five days per week Special Education-Homeless Liaison Summer Program	07/5/16-08/12/16	\$14.22/hr.
		Punded through General Fund		
lo. Unit	Name	Assignment	Effective Date	Salary
79 BTA	27 3017-00	School Social Worker - Up to a total of 25 days	07/1/16-08/26/16	\$52.35/hr.
		Credit Recovery/Suspension After School Program	071110-00120110	332,337111.
lo. Unit	Name	Assignment	Effective Date	Salary
.80 BTA		Substitute - Two hours per day (Monday-Friday) as needed.	09/01/15-06/30/16	\$59.00/hr.
		Enrichment	PARTIE OF BUILDING	
81 BTA		Substitute Teacher as needed	09/01/15-06/30/16	\$56/session
THE CONTRACTOR OF THE RES		Guidance Counselors-Summer Service		
o. Unit	Name	Assignment	Effective Date	Rate of Pav
82 BTA		Not to exceed a total of 35 hours-BMS	06/27/16-08/30/16	\$83.28/hr.
83 BTA		Not to exceed a total of 35 hours-BMS	06/27/16-08/30/16	\$51.80/hr.
84 BTA		Not to exceed a total of 35 hours-BMS	06/27/16-08/30/16	\$47.70/hr.
85 BTA		Not to exceed a total of 70 hours-BHS	06/27/16-08/30/16	\$70.91/hr.
86 BTA		Not to exceed a total of 70 hours-BHS	06/27/16-08/30/16	\$77.11/hr.
87 BTA		Not to exceed a total of 70 hours-BHS	06/27/16-08/30/16	\$75.05/hr.
88 BTA		Not to exceed a total of 70 hours-BHS	06/27/16-08/30/16	\$45.81/hr.
89 BTA		Not to exceed a total of 70 hours-BHS	06/27/16-08/30/16	\$48,01/hr.
		BMS Academic Seminars		
Street Squares and Street Stre	Name	Assignment	Effective Date	Rate of Pay
o. Unit		Support Teacher for 7th Grade (Not to exceed 36 Session)	07/11/16-08/04/16	\$56.10/hr.
		Support Teacher for 8th Grade (Not to exceed 36 Session)	07/11/16-08/04/16	\$56.10/hr.
90 BTA		Loophore remement for our criede (140t to exceed 20 pessions		
.90 BTA .91 BTA		Thematic Unit Teacher (Not to exceed 18 sessions)		\$56.10/hr
.90 BTA .91 BTA .92 BTA		Thematic Unit Teacher (Not to exceed 18 sessions)	07/11/16-07/21/16	\$56.10/hr. \$56.10/hr.
.90 BTA .91 BTA .92 BTA				\$56.10/hr. \$56.10/hr. \$56.10/hr.

11.6 Approve Additional Work Continued

	BANGI	General Education Summer School		
No.	Unit	Name Assignment	Effective Date	Rate of Pay
6.96	BTA	Teacher-English Gr. 9-One session (58 hours per session-pending enrollment)	07/11/16-08/19/16	\$3,254/Session
6.97	BTA	Teacher-English Gr. 10-One session (58 hours per session-pending enrollment)	07/11/16-08/19/16	\$3,254/Session
6.98	BTA BTA	Teacher-English Gr. 11-One session (58 hours per session-pending enrollment) Teacher-English Gr. 12-One session (58 hours per session-pending enrollment)	07/11/16-08/19/16 07/11/16-08/19/16	\$3,254/Session \$3,254/Session
6.100	BTA	Teacher-English Gl. 12-One session (38 hours per session-pending enrollment) Teacher-Math/Algebra 1-Two sessions (58 hours per session-pending enrollment)	07/11/16-08/19/16	\$3,254/Session
6.101	BTA	Teacher-Math/Geometry-Two sessions (58 hours per session-pending enrollment)	07/11/16-08/19/16	\$3,254/Session
6.102	BTA	Teacher-Math/College Prep Algebra-One session (58 hours per session-pending	07/11/16-08/19/16	\$3,254/Session
0.102	BIA	enrollment)	07/11/10-00/19/10	\$3,234/36881011
6.103	BTA	Teacher-Math/Business Math-One session (58 hours per session-pending	07/11/16-08/19/16	\$3,254/Session
		enrollment)		
6.104	BTA	Teacher-Social Studies/Global Gr. 9-One session (58 hours per session-pending enrollment)	07/11/16-08/19/16	\$3,254/Session
6.105	BTA	Teacher-Social Studies/Global Gr. 10-One session (58 hours per session-pending	07/11/16-08/19/16	\$3,254/Session
0.,05		enrollment)	0771710-00717710	35,254,36331011
6.106	BTA	Teacher-Social Studies/US History-One session (58 hours per session-pending	07/11/16-08/19/16	\$3,254/Session
		enrollment)		,
6.107	BTA	Teacher-Social Studies/Economics-One session (58 hours per session-pending	07/11/16-08/19/16	\$3,254/Session
		enrollment)		
6.108	BTA	Teacher-Social Studies/Government-One session (58 hours per session-pending	07/11/16-08/19/16	\$3,254/Session
	0	enrollment)		
6.109	BTA	Teacher-Physical Education and Health-One session total	07/11/16-08/19/16	\$3,254/Session
6.110	BTA	Teacher-Science/Earth Science-One session (58 hours per session-pending	07/11/16-08/19/16	\$3,254/Session
\square		enrollment) ,		
6.111	BTA	Teacher-Science/Living Environment-One session (58 hours per session-pending	07/11/16-08/19/16	\$3,254/Session
		enrollment)		
6.112	BTA	Teacher-Content Area for Co-Taught ENL Classes-One session (58 hours per	07/11/16-08/19/16	\$3,254/Session
())	DTA	session-pending enrollment)	07/11/1/ 00/10/1/	62.554/0
6.113	BTA	Teacher-Content Area for Co-Taught ENL Classes-One session (58 hours per session-pending enrollment)	07/11/16-08/19/16	\$3,254/Session
6.114	BTA	Teacher-ENL-Two sessions (58 hours per session-pending enrollment)	07/11/16-08/19/16	\$3,254/Session
6.115	BTA			
0.113	DIA	Teacher-School Media Specialist-One session (58 hours per session-pending enrollment)	07/11/16-08/19/16	\$3,254/Session
6.116	BTA	Teacher-Special Education/STEM-Two sessions (58 hours per session-pending	07/11/16-08/19/16	\$3,254/Session
0,,,,		enrollment)	07711710-00712710	55,254/3635/011
6.117	BTA	Teacher-Special Education/Humanities Resource Room -Two sessions (58 hours per	07/11/16-08/19/16	\$3,254/Session
		session-pending enrollment)		
811.6	BTA	Teacher-Science-Two prepare & score Earth Science performance Test, Part D-Not	07/11/16-08/19/16	\$56.10/hr.
	100	to exceed 35 hours		
6.119	BTA	Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/11/16-08/19/16	\$27.00/hr.
6.120	BTA	Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/11/16-08/19/16	\$27.00/hr.
6.121	BTA	Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/11/16-08/19/16	\$27.00/hr.
6.122	BTA	Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/11/16-08/19/16	\$27.00/hr.
6.123	BTA	Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/11/16-08/19/16	\$27.00/hr.
6.124	BTA	Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/11/16-08/19/16	\$27.00/hr.
6.125	BTA	Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/11/16-08/19/16	\$27.00/hr.
6.126	BTA	Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/11/16-08/19/16	\$27.00/hr.
6.127	BTA	Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/11/16-08/19/16	\$27.00/hr.
6.128	BTA	Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/11/16-08/19/16	\$27.00/hr.
6.129	BTA	Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/11/16-08/19/16	\$27.00/hr.
6.130	BTA	Substitute Teacher-As needed	07/11/16-08/19/16	\$56.10/hr.
6.131	BTA	Substitute Teacher-As needed	07/11/16-08/19/16	\$56.10/hr.
6.132	BTA	Substitute Teacher-As needed	07/11/16-08/19/16	\$56.10/hr.
6.133	BTA	Substitute Teacher-As needed	07/11/16-08/19/16	\$56.10/hr.
6.134	BTA	Substitute Teacher-As needed	07/11/16-08/19/16	\$56.10/hr.
6.135	BTA	Substitute Teacher-As needed	07/11/16-08/19/16	\$56.10/hr.
6.136	BTA	Substitute Teacher-As needed	07/11/16-08/19/16	\$56.10/hr.
6.137	BTA BTA	Substitute Teacher-As needed Substitute Teacher-As needed	07/11/16-08/19/16 07/11/16-08/19/16	\$56.10/hr. \$56.10/hr.
6.139	BTA	Substitute Teacher-As needed	07/11/16-08/19/16	\$56.10/hr.
0.1331	BTA	Substitute Teacher-As needed	07/11/16-08/19/16	\$56.10/hr.
_		School Nurse - Up to three hours per day, four days per week. Shared position 1 of 3-	07/11/16-08/19/16	\$34.59/hr.
6.140 6.141	CSEA			
6.140 6.141		not to exceed a combined total of 30 days.		
6.140	CSEA CSEA	not to exceed a combined total of 30 days. School Nurse - Up to three hours per day, four days per week. Shared position 2 of 3-	07/11/16-08/19/16	\$40.61/hr.
6.140 6.141		not to exceed a combined total of 30 days.		

11.7 Approve Extra Duties Assignment

Clubs				
Na	Unit	Name	Assignment	Stipend
7.1	BTA	RESCIND-	Class Advisor - 12th Grade - 2 of 2 positions	\$2,182
7.2	BTA		Class Advisor - 12th Grade - 2 of 2 positions (Replacing)	\$2,182
7.3	BTA		Variety-Sound	\$1,101

11.8 Approve Substitutes

	Daily Substitutes				
No.	Unit	Name	Assignment	Effective Date	Rate of Pay
8.1	NC		Guard Substitute/Summer-DSW	07/05/16-08/31/16	\$21.00/hr.
8.2	NC		Guard Substitute/Summer-DSW	07/05/16-08/31/16	\$21.00/hr
8.3	NC		Guard Substitute/Summer-DSW	07/05/16-08/31/16	\$21.00/hr.
8.4	NC		Guard Substitute/Summer-DSW	07/05/16-08/31/16	\$21.00/hr.
8.5	NC		Guard Substitute/Summer-DSW	07/05/16-08/31/16	\$21.00/hr.
8.6	NC		Guard Substitute/Summer-DSW	07/05/16-08/31/16	\$21.00/hr.
8.7	NC		Guard Substitute/Summer-DSW	07/05/16-08/31/16	\$19.00/hr.
8.8	NC		Guard Substitute/Summer-DSW	07/05/16-08/31/16	\$21.00/hr.
8.9	NC		Guard Substitute/Summer-DSW	07/05/16-08/31/16	\$21.00/hr.
8.10	NC	•	Guard Substitute/Summer-DSW	07/05/16-08/31/16	\$19.00/hr.
8.11	NC		Substitute Teacher/DSW	09/01/15-06/24/16	\$105/day

II.9 APPR Lead Evaluators Training and Certification

No.	Туре	Effective Date
9.1	Principal & Teacher	2015-2016
9.2	Principal & Teacher	2015-2016
9.3	Principal & Teacher	2015-2016
9.4	Teacher	2015-2016
9.5	Teacher	2015-2016
9,6	Teacher	2015-2016
9.7	Teacher	2015-2016
9.8	Teacher	2015-2016
9.9	Teacher	2015-2016
9.10	Teacher	2015-2016
9.11	Teacher	2015-2016
9.12	Teacher	2015-2016
9.13	Teacher	2015-2016
9.14	Teacher	2015-2016
9.15	Teacher	2015-2016

Schools/Buildings

VWC =

BMS = Bellport Middle School FPL = Frank P. Long Intermediate

BHS = Bellport High School

BRK = Brookhaven Elementary

VWC = Verne W. Critz Elementary SHS = South Haven School

SSS = Student Support Services

OSW = District Wide

Unit/Group

BTA = Teachers

STAA = TA/Aides/Monitors

SCAA = Directors/Principals/AP

SEC = Security

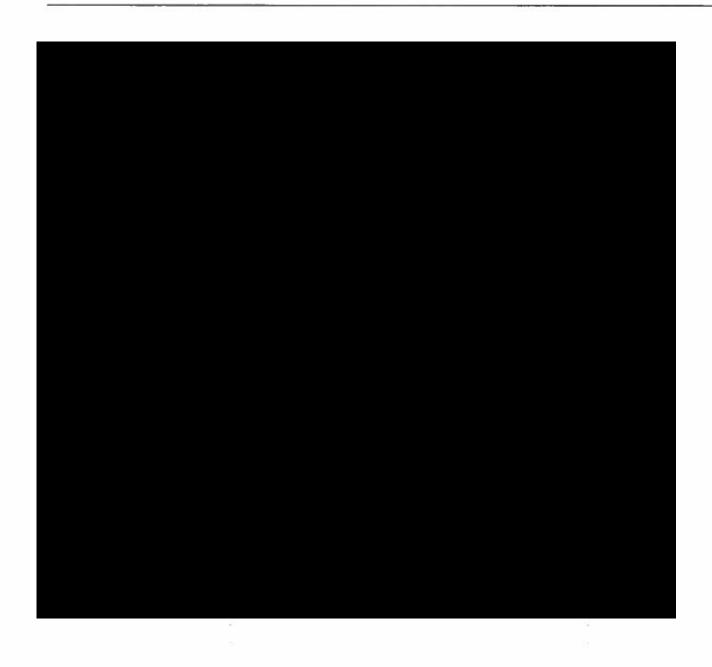
CSEA = Clerical/B&G/Nurses

STU = Student Worker

VOL = Volunteer

NC = Non Contractual









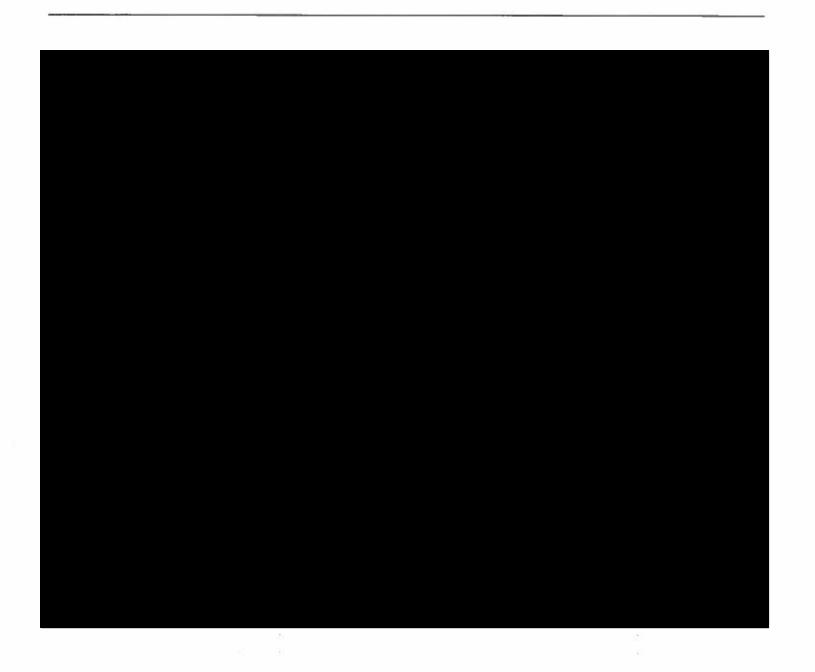














BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: May 18, 2016

OFFICE OF ORIGIN: Finance & Management Services

DATE MATERIAL SUBMITTED: May 9, 2016

CATEGORY OF ITEM: Action

1. Consultant Services Contract with Health Source Group, Inc.

- 2. Consultant Services Contract with Positive Behavior Support Consulting & Psychological Resources, P.C.
- 3. Consultant Services Contract with Eden II School for Autistic Children, Inc.
- 4. Consultant Services Contract with Joan Tschopp
- 5. Consultant Services Contract with Nassau Suffolk Services for the Autistic, Inc.
- 6. Consultant Services Contract with Islip Tutoring
- 7. Consultant Services Contract with Dr. Vicki L. Mingin
- 8. Consultant Services Contract with MKSA
- 9. Consultant Services Contract with Long Island Tutorial Services, Inc.
- 10. Consultant Services Contract with Life's WORC
- 11. Consultant Services Contract with Serene Home Nursing Agency
- 12. Consultant Services Contract with Reddy Consulting Services, Inc.
- 13. Consultant Services Contract with Career and Employment Options
- 14. Health Services Contracts with Westbury Union Free School District
- 15. Health Services Contracts with Riverhead Central School District
- 16. Budget Transfer to Equipment B & G
- 17. Budget Transfer to Contract Services
- 18. Budget Transfer to Custodial Supplies & Contract Services
- 19. Budget Transfer to Auto Parts B & G and Custodial Supplies
- 20. Fund Surplus Resolution Agreement and Release with Questar III
- 21. SEORA Resolution for Security Vestibule at Bellport H.S.
- 22. Consultant Services Contract with Yolanda Santiago, Ed.S.
- 23. Consultant Services Contract with Kathleen Sokolowski and Darshna Katwala, Nassau Community College
- 24. Donation from Mr. & Mrs. Robert Suckow of \$105 for the Marilyn Portman Scholarship
- 25. Consultant Services Contract with Keany Associates (A)
- 26. Consultant Services Contract with Keany Associates (B)
- 27. SCAA MOA
- 28. Consultant Services Contract with All Suffolk Auto School
- 29. Donation from Staff and Faculty for the Julia Nofi Scholarship Fund

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 HEALTH SOURCE GROUP (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 76 North Broadway, Suite 3003 Hicksville, New York 11801.

A. TERM

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

E. <u>MISCELLANEOUS</u>

1. Termination:

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

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

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

2. Independent Contractor:

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

3. Defense / Indemnification:

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

4. Notices

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

To District:

Superintendent of Schools

South Country CSD 189 Dunton Avenue

East Patchogue, NY 11772

To Consultant:

Health Source Group

76 North Broadway, Suite 3003 Hicksville, New York 11801

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

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: PALLICIA Henness	By:
Staffing Manager	Σ,.

EXHIBIT A

HEALTH SOURCEGROUP

HOURLY RATES FOR SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Per-Diem Rates

CNA:

\$25.00 PER HOUR

LPN:

\$40.00 PER HOUR

RN:

\$52.00 PER HOUR

*** The nurse or aid will contact the parent of the child every morning to assure the child is going to school. If they are not the nurse/aid will not travel to the school. In addition, if the person travels to the school after they have been advised the child will be there we will reimburse up to two hours which would cover the travel

^{***} There will be no charge if the student does not attend school.

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Administrative Offices 189 Dunton Avenue East Patchogue, New York 11772

CONSULTANT SERVICES CONTRACT

This Agreement is entered into thisday of, 2016 between the	Board of
Education of the South Country Central School District (hereinafter the "DISTRICT"), 1	naving its
principal place of business for purposes of this Agreement at 189 Dunton Aver	iue. East
Patchogue, New York 11772 and Positive Behavior Support Consulting & Psyc	hological
Resources, PC (hereinafter "CONSULTANT"), having its principal place of bus	ness for
purposes of this Agreement at 68 Oakdale Road, Centerport, New York 11721.	

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 the following consulting services to the DISTRICT, including, but not limited to: behavioral assessment and intervention; person-centered/ transition planning; parent training; counseling; skills training; educational consultation; community development; job development and coaching; and participation in CSE meetings, 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.
- 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 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 CONSULTANT'S staff, which the DISTRICT, in its sole discretion, may deem unqualified.

C. INSURANCE:

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

D. <u>COMPENSATION:</u>

- 1. The DISTRICT shall pay CONSULTANT at the rates set forth in the attached Schedule "A", following the presentation of detailed invoices by CONSULTANT to the DISTRICT.
- 2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.
- 3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services. 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.

In the event the CONSULTANT or the DISTRICT terminates this c. 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:

- CONSULTANT will be engaged as an Independent Contractor, and a. therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- Neither CONSULTANT nor any of its employees, agents, or assigns will b. 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.
- The DISTRICT, if required by Federal or State requirements, will submit c. a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

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

4. Notices

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

To District:

Superintendent of Schools South Country CSD 189 Dunton Avenue

East Patchogue, New York 11772

To Consultant:

Positive Behavior Support Consulting

& Psychological Resources, PC

68 Oakdale Road

Centerport, New York 11721

- 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
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Page 1

The Proposer believes that this information is protected from disclosure under the State Freedom of Information Law

<u>Tier One: Clinical & Professional Services</u> \$132.50 per hour

ABA Services & Supervision (ABAS): Home-, school- and community-based ABA Services and Skills Training delivered by fully licensed and credentialed staff. ABA Services can include comprehensive treatment of the multiple affected developmental domains, such as cognitive, communicative, social, emotional, and adaptive functioning or focused treatment targeting a limited number of behavioral objectives.

Administrative Meetings (ADMN): Consultant participation in administrative and/or team meetings on behalf of individual students, program initiatives, or district development.

Autism Consultation (AUTC): Technical assistance and individual case consultation for students with Autism Spectrum Disorders, with a unique and specific emphasis on communication disorders, executive functioning, and social skills deficits. Consultation involves curricular modification, differentiated instruction, and the application of behavioral principles in all environments.

<u>Behavior Intervention Services Individual (BISI)</u>: Individual case consultation, functional analysis, behavior support plan development, data management, and follow along services for students with a range of behavioral challenges.

<u>Behavior Intervention Services Team (BIST):</u> Technical Assistance, implementation of classwide or school-wide positive behavioral supports, and/or development of behavioral strategies to address identified gaps.

<u>Clinical Consultation (CLIN)</u>: One-on-one counseling, treatment planning, and intervention services to address specific clinical issues including puberty, adolescence/sexuality, anger management, school refusal, mood/anxiety disorders, obsessive-compulsive disorders, elimination disorders, and other specific co-morbid conditions.

College Campus Experience (CAMP): Inclusion opportunities for post-grads (18-21 year old) on local college campuses, where students can interact with same-age, typical peers during the course of the school day, in the context of lunch, learning, special interest groups, events, athletics, and/or vocational internships. Semester-long coursework focuses on practical and functional skills of everyday living.

Page 2

The Proposer believes that this information is protected from disclosure under the State Freedom of Information Law

<u>Tier One: Clinical & Professional Services</u> \$132.50 per hour

Community/Job Development (CDEV): Professional services to facilitate the development of local community contacts, resources, and natural supports in a student's identified areas of interest. Development efforts include community networking, job carving, task analysis, identifying and training job coaches/natural supports, establishing volunteer work or special interest group involvement, travel training, and the development of self-monitoring, self-management and self-advocacy tools to ensure successful community membership.

<u>Consultant Teacher Services (Direct and Indirect) (CTSC):</u> Direct and indirect consultation provided by a certified special education teacher to directly aid students with disabilities or assist their teachers in maximizing the students' learning potential in the classroom.

<u>CSE Participation (CSEP):</u> Consultant participation in scheduled meetings of the Committee on Special Education either by phone or in person. Updates/written reports furnished upon request.

<u>Functional Behavioral Assessment (FBAR)</u>: Identification of problem behavior, identification of contextual factors that contribute to the behavior, and formulation of hypotheses regarding the general conditions under which a behavior occurs and the probable consequences that maintain it. Hours include report and recommendations to the CSE. (Minimum 8 hours for initial referrals)

<u>Parent Coaching & Training (PTRN):</u> – Assistance to parents in understanding the special needs of their child; providing parents with information about child development; and helping parents to acquire the necessary skills that allow them to support the implementation of their child's individualized education program. Available in individual or group sessions.

<u>Person-centered Planning (PCPR)</u>: Professional services to facilitate the completion of planning tools (i.e., MAPS), and the formulation of a vision statement, timeline, and action plan for transition goals and services. Hours include report and recommendations. (Minimum 6 hours for initial referrals)

<u>Postsecondary Supports (POST):</u> College planning assistance is offered to students, parents, and staff members to address disability issues and student needs. College coaching can be provided in-vivo for academic support, problem solving, and social networking on campus prior to graduation. Available in individual or group sessions.

68 Oakdale Road Centerport, NY 11721 Ph: 631-262-8561 Fax: 631-261-6052

Page 3

The Proposer believes that this information is protected from disclosure under the State Freedom of Information Law

<u>Tier One: Clinical & Professional Services</u> \$132.50 per hour

<u>Professional Development Training (PDTS):</u> Didactic and activity-based trainings to address a variety of topics in Positive Behavior Support, including functional analysis, proactive strategies, crisis intervention and prevention, choice and self-determination, community networking, job coaching, transition planning, setting events, person-centered planning, life skills/adaptive behavior development, and friendships/social support. Available for full or half-day sessions as well. (Minimum 2 hours for preparation and presentation)

<u>Program Consultation (PRGC)</u>: Application of Best Practice Standards to evaluate classrooms, programs, and school-wide interventions for students with disabilities who may or may not be mandated to receive services. Recommendations are made for new initiatives, including curriculum development, curriculum design and/or modification, motivational programs, training initiatives, peer networking programs and the like.

<u>Psychoeducational Assessments (PSED):</u> Administration of a variety of normed psychological and educational instruments to evaluate a student's developmental, learning, adaptive, behavioral and other personal characteristics, and identify directions for remediation.

<u>Special Education Itinerant (SEIT):</u> Special Education services provided on an individual basis for a student with a disability who is confined to the home, hospital or other setting because of a disability.

Transition Planning (TRNS): Coordination of activities for a student with a disability, designed within a results-oriented process that is focused on improving the academic and functional achievement of students in transition. Activities include, but are not limited to: Benefits assistance, instruction, related services, community experiences, employment evaluation and support, and daily living skills evaluation and support. As a collaborator with Self Determination Services (SDS) in NY State, PBS provides assistance to families in applying for financial aid and disability benefits that are available outside of school. These include OPWDD Eligibility Determinations, Front Door Initiatives, Medicaid and SSI Benefit applications, and Enhanced Autism Services, available through Private Health Insurance. Families are offered guidance in obtaining relevant documentation, formulating history, diagnosis, guardianship, and assets to facilitate the sourcing of available benefits.

A 10% discount will automatically apply for Clinical & Professional services of 100 or more hours per month.

68 Oakdale Road Centerport, NY 11721 Ph: 631-262-8561 Fax: 631-261-6052



Page 4

The Proposer believes that this information is protected from disclosure under the State Freedom of Information Law

<u>Tier Two: Ongoing Direct Support Services</u> \$90 per hour

ABA Services & Skills Training provided by supplementary personnel (ABAD): Home-, school- and community-based ABA Services and Skills Training for Everyday Living delivered by supplementary staff. Behavioral technicians/assistants work under the direct supervision of a Certified Teacher or Licensed Behavior Analyst, and follow skills training methods that are developed and monitored on an ongoing basis. Behavioral procedures are used to train and reinforce skills across the home, school and community settings. One hour of supervision (ABAS) is required for every 10 hours of direct support services requested.

<u>Vocational Services (VOCS)</u>: Direct support for work internships includes follow along for work-based learning; oversight of job skills, maintenance of internship terms and agreements, adjustment/expansion of work schedule and responsibilities, problem solving, workplace relationships, and career preparation. Staff will utilize a system for monitoring progress, in fulfillment of the NY State CDOS requirements.

A 10% discount will automatically apply for Ongoing Direct Support services of 100 or more hours per month.

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 "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and EDEN II SCHOOL FOR AUTISTIC CHILDREN, INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 600 Newbridge Road, East Meadow, New York 11554.

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

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

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

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

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

16. Insurance:

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

C. COMPENSATION:

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

D. MISCELLANEOUS

1. Termination:

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

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

- a. The CONSULTANT and its staff will be engaged as an Independent Contractor(s), and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
- 3. The DISTRICT reserves the right to reasonably reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified. The DISTRICT will provide notice to the CONSULTANT in writing immediately upon rejection of a member of the CONSULTANT'S staff. The DISTRICT acknowledges that replacement of the rejected member of the CONSULTANT'S staff may result in a delay in the provision of services to the extent that a suitable replacement cannot be identified and/or secured.

4. <u>Defense</u> / Indemnification

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

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

To District:

South Country Central School District

189 Dunton Avenue

East Patchogue, New York 11772

To Consultant:

Eden II/ Genesis Programs

600 Newbridge Road East Meadow, NY 11554

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

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

CONSULTANT Eden II / Genesis Programs	DISTRICT South Countr	y Central School District
May 9 Dould		•
By: MARY MCDONALD Date 4/1/16	By:	Date

Eden II/Genesis Programs Consulting Service rates for FY 2016-2017, are as follows:

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145
145
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See Schedule
See Schedule
See Schedule
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54
86
See Schedule
See Schedules
See Schedule

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT ADMINISTRATIVE OFFICES

189 Dunton Avenue East Patchogue, NY 11772 CONSULTANT SERVICES CONTRACT

This Agreement is entered into this _____day of ____, 20___ 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 Joan Tschopp (hereinafter "CONSULTANT"), having her principal place of business for the purpose of this Agreement at 3 Elm Court, Selden, New York 11784.

A. <u>TERM</u>

1 6: 1

The term of this Agreement shall be from September 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, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:
 - Professional Development Training to District Staff for Integrated Co-Teaching.
- 2. CONSULTANT shall provide the services set forth in this Agreement at mutually convenient dates and times as determined by the District; and shall provide such services at Brookhaven Elementary School or other location as determined by the District in its sole discretion.
- 3. CONSULTANT shall not perform any services unless they are pre-approved in writing by the DISTRICT.
- 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. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
- 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. 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. 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:
 - \$1,000 per full day of services actually provided to the District;
 - \$500 per half day of services actually provided to the District (not to exceed three (3) hours of services).
- 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.
- In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
- 4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
- 5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. <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. 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. <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 Avenue

East Patchogue, New York 11772

To Consultant:

Joan Tschopp 4 Elm Court

Selden, New York 1174

- 5. <u>Assignment</u>: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 6. 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. <u>Governing Law</u>: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
- 9. <u>Venue</u>: Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
- 10. <u>Entire Agreement</u>: This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- Amendment: 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.

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

CONSULTANT

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Joan Tschopp

By:

Chris Picini

President, Board of Education

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 b	etween the Board
of Education of the South Country Cen	tral School District	(hereinafter the "DIS	STRICT"), having
its principal place of business for the			
Patchogue, NY 11772, and Nassau	Suffolk Services	for the Autistic,	Inc. (hereinafter
"CONSULTANT"), having its principa	al place of business	for the purpose of	this Agreement at
80 Hauppauge Rd., Commack, NY 1172			

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 services outlined in the attached Schedule "A", as specified and requested by the DISTRICT. CONSULTANT agrees to provide said services in accordance with applicable NYS Regulations, using only appropriately certified.
- 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.

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

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

C. <u>INSURANCE</u>:

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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. In full consideration for the services to be rendered by CONSULTANT to the DISTRICT for the term of this Agreement, the DISTRICT agrees to pay CONSULTANT in accordance with the fee schedule attached hereto as Schedule "A", incorporated by reference herein and made a part of this agreement.
- 2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include time sheets and attendance, types of services rendered and fee payable, and shall identify the names of the students who received services. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice.
- 3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
- 4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
- 5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
- 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 material terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

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

3. Defense / Indemnification:

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

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

4. Notices

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

DISTRICT

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

CONSULTANT

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

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

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

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

NASSAU SUFFOLK SERVICES FOR THE AUTISTIC INC.	SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
Men	
MICHAEL CUNNINGHAM Nicole Weidenbaum	CHRIS PICINI
Coordinator of Assistive Technology Services Executive Director	President, Board of Education
Services Executive Director	,
Date: 415/16	Date:
A) 5	

Nassau Suffolk Services for Autism The Martin C. Barell School

.



80 Hauppauge Road, Commack, NY 11725 631-462-0386 fax: 631-462-4201

Rate Schedule for School Year 2016-2017

Name of Provider: Nassau Suffolk Services for Autism

Contact Name and Title: Bonnie Eisert, Coordinator of Consultation Svcs.

Diana Mazzeo, Coordinator of the Finance Department

Address: 80 Hauppauge Road, Commack, NY 11725

Telephone #: 631-462-0386 Fax #: 631-462-4201

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

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

Type of Related Service: Behavior Intervention Consultation (Indirect)

Rate Information: \$150.00/per hour

Type of Related Service: Behavior Intervention Services - Teacher

Rate Information: \$75.00/per hour

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

Extended Day Services

Rate Information: \$75.00/per hour

Type of Related Service: Behavior Intervention Services - Supervision

Rate Information: \$150.00/per hour

Type of Related Service: Parent Training Rate Information: \$150.00/per hour

Type of Related Service: Consultant Teacher or 1:1 Aide Rate Information: \$75.00/per hour

Type of Related Service: Staff Development and Training Rate Information: \$150.00/per hour

Type of Related Service: <u>Transition Planning and Services</u> Rate Information: <u>\$150.00/per hour</u>

Type of Related Service: <u>Job Coach/Aide</u>
Rate Information: <u>\$50.00/per hour</u>

Type of Related Service: Resource Room/Learning Center Rate Information: \$75.00/per hour

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

Rate Information: \$200.00/per hour

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

Rate Information: \$1,500.00

Type of Related Service: <u>Augmentative/Alternative Communication Evaluation</u>

.

Rate Information: \$1,500.00

Type of Related Service: <u>Augmentative/Alternative Communication Evaluation with Instructional</u>

Technology Evaluation Rate Information: \$2,500.00

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

Rate Information: \$200.00/per hour

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

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 15 day of 1000, 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 ISLIP TUTORING SERVICE, INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 955 Main Street, Suite 3, Holbrook, NY 11741.

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 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.
- 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 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, in its sole discretion, may deem unqualified.
- 18. CONSULTANT shall coordinate instructional services through the office of Student Support 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.

C. **INSURANCE**:

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

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

D. <u>COMPENSATION</u>:

- 1. The DISTRICT shall pay CONSULTANT in accordance with the attached Schedule "A".
 - a. Elementary students shall receive (1) hour of instruction per day up to a maximum of five (5) hours of instruction per week;
 - b. Secondary students shall receive (2) hours of instruction per subject up to a maximum of ten (10) hours of instruction per week;
 - c. Services shall be provided at the student's home when a parent, guardian and/ or familial relative (of the student) of suitable age and discretion is present. Unless the District makes a determination to the contrary, the presence of said parent, guardian and/ or familial relative (of the student) of suitable age and discretion is not required in the event the student receiving instructional services is eighteen years of age or older. In the event a parent, guardian and/or familial relative (of the student) of suitable age and discretion is not present and is otherwise required, instruction shall be provided at an appropriate public place (i.e. library);
 - d. Sessions will not be held on days when the District is not open to students due to vacation, holiday, or other reason.
- 2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice.
- 3. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, the SCHOOL DISTRICT will be billed "Last Minute Cancel" or "No Show" fee where the SCHOOL DISTRICT did not provided the SERVICE PROVIDER with reasonable notice of the cancellation. If a session is cancelled without providing reasonable notice to SERVICE PROVIDER, the SCHOOL DISTRICT will be billed for one (1) hour associated with such scheduled services; except that if sessions are schedule for two or more subjects in the same day, taught by the

same teacher, then only one (1) hour will be charged in total for the missed sessions.

- 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:
Islip Tutoring Service, Inc.
955 Main St., Suite 3
Holbrook, New York 11741

- 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.

ISLIP TUTORING SERVICE, INC.	SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
monaco	
Date: 415/16	Date:

"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW"

Page 6

* ORIGINAL ISLIP TUTORING SERVICE, INC. SOUTH COUNTRY CSD 2016-2017

PART II - COST

Rates: ** This is a Partial List Of Services **

Home Teaching Individual Rate (In-District, Private, & Home-Based) - \$46.00 per 1-hour session: {All levels and subjects including Special Education [Resource Room & Inclusion], ESL, and GED instruction}

CSE Report Writing, Meeting Attendance: -\$46.00 per report and per meeting Standardized Testing, Regents, RCT Implementation - \$46.00 per 1-hour Regarding "Home Teaching": A "Last Minute Cancel" or "No Show" is billed for one hour. If instruction is scheduled for two subjects in the same day, taught by the same teacher, only one hour will be charged.

HOSPITAL BASED INSTRUCTION: [\$56.00 per 1hour session]

NCLB-SES Instruction: [To Be Determined]

ABA Instruction: \$90.00 per 1hour session - \$55.00 per 30-minute session

Reading Specialist Instruction - \$80.00 per 1hour session - \$50.00 per 30-minute session

SAT Instruction - \$80.00 per 1hour session - \$50.00 per 30-minute session

Counseling: \$125.00 per 45-minute session - \$85.00 per 30-minute session [Social Worker]

Speech Therapy: \$125.00 per 1hour session - \$94.00 per 45-min. session - \$70.00 per 30-min. session

Speech Evaluation: \$150.00 per 1hour Evaluation as needed

Parent Training: \$80.00 per 1hour session - \$50.00 per 30-minute session

Behavioral Training: \$80.00 per 1hour session - \$50.00 per 30-minute session

** TOTAL COST FOR ENGAGEMENT for the 2016-17 School Year is dependent on the total number of sessions needed by the district at the above costs. **

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 May, 2016 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue East Patchogue, New York, and Dr. Vicki L. Mingin (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1815 Mooringline Drive, PH B, Vero Beach, FL 32963.

A. <u>TERM</u>

The term of this Agreement shall be from July 1, 2016 through June 30, 2017 inclusive, unless terminated early as provided for in this Agreement. It is understood the DISTRICT is under no obligation to renew this Agreement upon its expiration.

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

1. During the term of this agreement, the CONSULTANT shall provide those services set forth in this Agreement at the school buildings of the District. CONSULTANT shall provide a variety of consulting activities including, but not limited to, the following:

1) Staff Development/Training

- 2. 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.
- CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. Services shall be provided on an occasional basis and the District shall designate those days when it determines CONSULTANT'S services are required.
- 4. 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.
- 5. CONSULTANT shall observe and comply with all applicable DISTRICT Policie and Regulations while on the grounds of the DISTRICT.

- 6. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
- 7. Both parties, their employees, and/or agents 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>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 \$700.00 Dollars per day. Transportation and travel expenses to the DISTRICT will be paid for two round trips per year.
- 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. <u>TERMINATION</u>

- 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: Vicki L. Mingin, Ed.D.

By:Chris Picini, President Board of Education

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, New York 11772 and MKSA (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 125 East Bethpage Road, Suite 5, Plainview, New York 11803.

A. TERM

4.

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

E. <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:

MKSA

125 East Bethpage Road, Suite 5 Plainview, New York 11803

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

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

CONSULTANT	DISTRICT
By: Ann Marie Vig Hoth! Program Director 162435	Ву:

MKSA, LLC (a subsidiary of HASC) 2016/2017 Rate Schedule

Service	Bassintian	Rate for 60	Rate for 30	Rate for 40-45 min session or 1 classroom	Rate for
	Description	min session	min session	period	session
Special Education ABA, Direct Instruction, SEIT (school aged)	NYS Certified Teachers	¢05.00	457.00	474.00	1
		\$95.00	4	\$71.00	\$118.75
Behavior Intervention Svcs, Tutoring Vision		\$95.00	역: 121	ć75.00.	3
		\$95.00	(E)	\$75.00	
Reading Specialist		\$120.00	\$62.00	\$93.00	9
Resource Room Ind		\$95.00	\$57.00	\$75.00	
Resource Room Grp	max 5:1	\$430.00	\$215.00	1	
		1		V255.00	<u>//</u>
Home Tutoring - Non Special Ed		\$80.00			
Other Services					
Parent Training by BCBA		\$120.00	1		1
Parent Training by Spec. Educator, Psychologis	st, Social Worker	\$95.00			1
Counseling, Licensed Social Worker		\$95.00	\$57.00	\$75.00	
Social Skills Group	max 6	\$380.00	\$215.00	\$295.00	
Exam Proctoring ASL Translator		\$65.00			
W2F II dii2idf0t		\$65.00		is.	
Related Services: Speech, PT, OT		24			
Individual		\$114.00	\$57.00	\$85.00	
Group; Max 4 students		\$342.00	\$171.00	\$255.00 🖢	
Push into classroom		13	\$76.00	\$114.00	
Auditory based therapy (MK5A Clinic)		\$120.00	\$62.00	\$93.00	
PROMPT Speech Therapy		\$120.00	\$62.00	\$93.00 🐒	
PROMPT trained Speech/		pd	9) 195	
Language Pathologist		i i			
Feeding Therapy		\$120.00	\$62.00	\$93.00	
ABA School Consult		\$95.00	3	7	
ABA School Consult BCBA or Psychologist		\$120.00	33	1	
Behavior Consultation		\$95.00		1	
Behavior Consultation-Psychologist or BCBA		\$120.00	7	4	
Program Supervision		\$95.00	1		
Program Supervision Psychologist or BCBA		\$120.00		Lis	
Para professional:				1	
1:1 aide; paraprofessional		\$52.00	\$26.00	\$39.00	
Teacher Assistant		\$71.00	\$35.00	\$52.00	
		7/1.00	υυ.εες.	332.UU	

OVER

Evaluations:		English Language	Bilingual
Speech, PT, OT, Special Ed		\$240.00	\$333.00
Audiological		\$285.00	n/a
Psychological		\$285.00	\$333.00
Psychological by PhD		\$355.00	\$427.00
Social History		\$95.00	\$142.00
Classroom Observation		\$95.00	\$142.00
Classroom Observation BCBA or PhD		\$130.00	\$166.00
OT/PT/Speech Screening	per student rate	\$150.00	13
(screening includes observation, summary wri	ite up & consultation s	with parent & teacl	ner)
Audological Screening /Tympanometry	per student rate	\$48.00	
Central Auditory Processing Evaluation		\$855.00	13
Attendance at CSE meetings	per meeting	\$60.00	
Functional Behavior Analysis		\$285.00	
Functional Behavior Analysis-BCBA		\$355.00	

Workshops and Staff Trainings

\$120.00 an hour

Our professional staff develops workshops based on the needs of the individual school district or organization. Following is a partial list of the workshops we offer:

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

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

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

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

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this	day of	, 2016 by and be	tween the Board of
Education of the South Country Central So	chool Distric	t (hereinafter the "DIS	TRICT"), having its
principal place of business for the purpo	ose of this	Agreement at 189 Di	ınton Avenue, East
Patchogue, NY 11772, and Long Island T	utorial Serv	vices, Inc. (hereinafter	"CONSULTANT"),
having its principal place of business for	r the purpo	se of this Agreement	at 173 North Main
Street, Suite 213, Sayville, NY 11782.	-	-	

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

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

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

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

C. <u>INSURANCE</u>:

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

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

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

D. <u>COMPENSATION</u>:

1.000.0

- 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:**

Long Island Tutorial Services, Inc. 173 North Main Street, Suite 213 Sayville, NY 11782

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

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

LI Tutorial Service, Inc.	SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
folit felly 51. D.	-
Date: 4/18/2016	Date:

Request For Proposal - Continued p 3

Part Two:

Below Price Quotation/Rate Sheet

Type of Service	Number of Students Served	Rate	Comments
Home Tutoring	1	\$44.50 per/hr	
Home Tutoring	2	\$80.00 per/hr	One location
Home Tutoring	3 to 4	105.00 per/hr	One location
Home Tutoring	5 to 6	\$135.00 per/hr	One location
State Exam Administration	1	\$44.50 per/hr	Pick-up to drop- off
Career Counseling TASC®	1	\$40.00 per ½ hr	
TASC® TABE Assessment	1	\$44.50 per/hr	
CSE Mandated Counseling as a related service	1	\$40.00 per ½ hr	
CSE attendance	varies	\$40.50 per ½ hr	As needed
Speech Services	1	\$40.50 per ½ hr	
Reading Services	1	\$40.50 per ½ hr	
Intervention Consulting services	1	\$40.50 per 1/2 hour	
ASL Interpreting Services	Various	\$40.50 per ½ hour	Minimum of 1 hour

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 Life's WORC, (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1501 Franklin Avenue, Garden City, NY 11530.

A. <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. <u>COMPENSATION:</u>

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

SEE ATTACHED SCHEDULE A

- 2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice.
- 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:

Life's WORC

1501 Franklin Avenue Garden City, NY 11530

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

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

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

LIFE'S WORC	SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
Martin	
Date: 4/14/2016	Date:

The Family Center for Autism- Proposal for South Country Central School District: July 1, 2016-June 23, 2017

Part 2- Cost

Evaluation	\$400.00	Per Student
Consultant Services (in school)	\$110.00	Per hour
Behavior Intervention Services (In Home)	\$85.00	Per hour
Parent Training	\$85.00	Per hour
Clinical Case Supervision	\$75.00	Per hour
Staff Development/Training	\$110.00	Per hour

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

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this 20^{tta} 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 SERENE HOME NURSING AGENCY (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 3235 Route 112, Suite 2, Medford, NY 11763.

A. <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 professional staff and services listed in the attached Exhibit "A", 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.

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

E. <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:

Health Source Group

76 North Broadway, Suite 3003 Hicksville, New York 11801

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

11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT	DISTRICT
RV:	By:
162443	Бу.

A	MNI Calcal Numa (up to O bassa)	0400.00
	RN School Nurse (up to 2 hours)	\$160.00
	RN School Nurse (2-4 hours)	\$65.00/hour
	RN School Nurse (5-6 hours)	\$55.00/hour
	RN Private Duty Nurse (up to 2 hours)	\$160.00
	RN Private Duty Nurse (2-4 hours)	\$65.00/hour
- 5	RN Private Duty Nurse (5-6 hours)	\$55.00/hour
	Nurse to accompany student to and from school on bus	\$50.00/hour
	Physical Therapy visit	\$160.00 (up to 1 hour)
	Physical Therapy hourly rate (2-4 hours)	\$75.00/hour
	Physical Therapy hourly rate (5-6 hours)	\$70.00/hour
	Occupational Therapy visit	\$160.00 (up to 1 hour)
	Occupational Therapy hourly rate (2-4 hours)	\$75.00/hour
1	Occupational Therapy hourly rate (5-6 hours)	\$70.00/hour
	Speech Therapy visit	\$150.00 (up to 1 hour)
	Speech Therapy hourly rate (2-4 hours)	\$60.00/hour
	Speech Therapy hourly rate (5-6 hours)	\$50.00/hour
	Home Health Aide (Based on 6 hour day)	\$138.00
	Home Health Aide- per additional hour (over 6 hour base	\$23.00/hour
ĺ	day)	
	LPN Private Duty Nurse (up to 2 hours)	\$140.00
ĺ	LPN Private Duty Nurse (2-4 hours)	\$55.00/hour
l	LPN Private Duty Nurse (5-6 hours)	\$45.00/hour

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

THIS AGREEMENT made this 7 of April, 2016 and entered into, by and between the Board of Education of the South Country Central School District (the "District"), a public body corporate with its principal place of business for purposes of this agreement at 189 Dunton Avenue, East Patchogue, NY 11772 and Reddy Consulting Services, Inc ("RCS") with its principal place of business for purposes of this agreement at 460 Rowlinson Drive, Shirley, NY 11967.

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

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

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

1. TERM

The term of this Agreement shall be from July 1, 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.

2. MONTHLY SERVICE FEE

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

3. RCS RESPONSIBILITIES

RCS will do the following:

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

4. DISTRICT'S RESPONSIBILITIES

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

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

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

5. CONFIDENTIALITY

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

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

6. TERMINATION

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

7. GENERAL TERMS

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

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

8. LIABILITY

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

9. CONFIDENTIAL DISCLOSURE OF MEDICAID FRAUD

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

confidentially reported by an employee of the South Country School District to the New York State Medicaid Compliance Officer, if the employee believes such practices is inappropriate. RCS shall participate with state agencies and the school district to determine the credibility of the allegation and the existence of a Medicaid violation. If a violation is found attributable in whole or part to an action or practice taken by RCS or its employees, RCS shall work with the state agencies and the District to remedy the violation and its effects. RCS shall cooperate with the District's efforts to write a remedial plan for correcting the violations. The training RCS provides to the District's staff and other school district employees pursuant to Section 3 .10 of this Agreement shall include information regarding the Confidential Disclosure Policy, the contact information of the New York Compliance Officer, and an assurance that no employee will face retaliation for reporting Medicaid abuse and fraud.

10. POSSIBILITY OF MEDICAID COMPLIANCE PROGRAM

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

11. NOTICES

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

To RSC:

Reddy Consulting Services, Inc.

Johanna Reddy P.O. Box 605

Yaphank, NY 11980-0605

To the District:

Superintendent of Schools

South Country CSD Administration Building 189 Dunton Avenue

East Patchogue, NY 11772

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

REDDY CONSULTING SERVICES, INC.

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

BY:	(X) ×	Ide	
<u></u>	JOHANNA		71
	Medicaid (Consultar	t
			. 1

BY: PRESIDENT

Board of Education

162408

APPENDIX A

The fee for RCS consulting services is \$16,500.00 for the 2016-2017 contractual school years¹.

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

¹ School year is from July 1, 2013 - June 30, 2014.

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 CAREER & EMPLOYMENT OPTIONS ("CEO"), INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1 Rabro Drive, Suite 102, Hauppauge, New York 11788.

A. TERM:

1. The term of this Agreement shall be from July 1, 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. CONDITIONS:

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

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

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

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

C. <u>INDEMNIFICATION</u>:

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

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

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

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

E. REPRESENTATIONS:

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

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

F. <u>COMPENSATION</u>:

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

G. <u>INSURANCE:</u>

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

H. <u>TERMINATION:</u>

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

I. NOTICES

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

DISTRICT:

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

CONSULTANT:

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

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

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

K. WAIVER OF RIGHTS

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

L. <u>SEVERABILITY</u>

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

M. <u>GOVERNING LAW</u>

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

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

- 1. This document, together with the attached ADDENDUM "A", represents the complete and exclusive statement of the Agreement between the Parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions, or covenants between the parties relating to the subject matter of the Agreement.
- 2. This Agreement shall not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both Parties.

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

CEO. ARGE. Willemi	SOUTH COUNTRY CENTRAL SCHOOL DISTRICT		
Date: 7-28-16	Date:		

Hobendum 'A'

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

"Innovation through cooperation and collaboration"

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

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

Job Coaching: \$58 per hour:

- Job coaching will be provided at a rate of \$58 per hour for both direct and indirect student services.
- Evaluation and criteria for student preference of employment or career choice will be performed.
 Available employment opportunities or internship options will be discussed and evaluated. Assessment and exploration or development of potential worksites, based upon evaluation material may be conducted. Any orientation services to the worksite and evaluation of the specific services required by the student to participate in workplace will be provided. The findings will be provided in written format. These would be considered both direct and indirect student services.
- Job development services including job/task analysis, determination of student interest, transportation strategies and career planning, crisis intervention and onsite advocacy will be provided as both direct and indirect student services. The findings will be provided in written format.
- Job coaching would include job placement services and on-site training. When the student is faded from intensive job coaching, the student will receive a follow up service. Follow up services will consist of identified service hours as per the IEP. The findings will be provided in written format.
- Indirect student service time includes the provision of student specific goals and objectives consistent with the student's IEP as well as the maintenance of the record of the student specific accomplishments, efforts, and demonstrated need for additional instruction.

In-School Career Counseling: \$58 session.

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

- psychological, and any other vocational evaluation provided by the district to develop that plan as well as any preparation required for the student lesson.
- CEOTrackit is a component of the indirect services and provides a report of student performance in the curriculum and CDOS related skills. This is considered as part of the indirect students services for the session.

Community Access Training: \$58 per hour.

- Community Access Training shall be provided as both a direct and indirect student service. Instruction shall be provided in the use of community services i.e. libraries, stores, food shopping etc. as well as training in the use of banking and budgeting, transportation management strategies shall be developed that utilize multiple transportation modes for work or leisure. Community Access Training shall be provided to students on an individual basis and shall be billed at the hourly rate described above. Indirect student service time includes the provision of student specific goals and objectives consistent with the student's IEP as well as the maintenance of the record of the student specific accomplishments, efforts, and demonstrated need for additional instruction.
- Community Access Training shall include: evaluation of skill needs, student expectation of skills, fluency with the skills, including task analysis wherein they are assessed within the community for successful participation. Evaluation and assessment of community resources availability and student accessibility will be billed at the above rate.

Job Coaching & Career Consulting: For Non-Program (All Services Included) Group Services

- For 2 students at the same time is \$93 per hour/session.
- For 3 students at the same time is \$108 per hour/session.
- For 4 students at the same time is \$137 per hour/session.
- For 5 students at the same time is \$159 per hour/session.
- For 6 students at the same time is \$169 per hour/session.

Upward Options:

Module A: Postsecondary Preparation Training \$95 per period for up to 20 periods.

- A session is considered one period as defined by the district.
- A session shall consist of no greater than 6 students.
- An additional one period rate per week will be billed at the stated rate for preparation and evaluation of students work.
- The findings will be provided in written format and considered an indirect service as part of the stated rate.

Module B: Postsecondary Preparation Training Individual Services \$95 per period:

- Provided on an individual basis with a similar format as Module A.
- Development of executive functioning, social, self determination and advocacy, disability awareness and coping skills. Coaching for career skill building.
- The findings will be provided in written format and included in the stated rate.

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

- Transition consulting services includes the planning, defining and implementation of the major points of IDEA defined services that the district is required to address. Attention would be provided to district issues which may lead to potential litigation.
- CSE and Annual Review attendance and support services to assist the district in the implementation and clarification of needed services.
- IEP/Transition Plan/SES services that enable a district to define their transition services and ensure compliance with NYSED regulations.

- Program planning for district in order to assist the district in the implementation of services to student(s).
- The findings will be provided in written format and considered part of the hourly rate.

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

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

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

- Level I format is designed to track students' interests and abilities. Level I requires approximately 4 hours @ \$95 per hour.
- Full Battery Level II for individual student is \$850 per student with comprehensive profile and evaluation. Full Battery is \$650 per student @ 3 students per day.
- Expanded Full Battery is \$1,000. Includes Interest Inventory and Behavior Rating Inventory of Executive Functioning Assessment/additional instruments necessary.
- Specialized Level II for multiple students at least 3 students per session.
 - o Special Career Level II \$425 per student up to two students.
 - o Special Career Level II \$350 per student for three or more students.
- Level III Diagnostic Situational Assessment
 - o Level III for one student \$1025 per student.
 - o Level III for two students \$1,400 for two students.
 - o Level III for 3 students \$1,600

Level I CEO staff to provide Level I using CEO format	Level II Full Battery Career Assessment	Level II Specialized Career Assessment	Level III Diagnostic Situational Assessment 10-14 hours
\$95 per hour for approximately 4 hours	\$650 per student @ no less than 3 students per day.	\$350 per student @ 3 student minimum per session.	\$1,025 per student at one minimum
CEO Certified Spec Ed or Guidance	Three students must be assessed per day.	\$425 per student @ 2 or less per session.	\$1,400 for up to 2 students
Individualized service.	Single or less than 3 students would be \$850 per student.	Up to 8 students per day	\$1,600 for up to 3 maximum
Interviews with parents, teacher, student, plus summary.	Expanded Full Battery \$1,000 per student.	Designed for student going to Special Career Tech	Assessment must be within same group.

Assistive Technology Evaluations: \$1,100 per evaluation

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

Assistive Technology Consulting: \$135 per hour:

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

Parent Training: \$135 per hour

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

Staff Development Services: \$135 per hour

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

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

- Transition Consulting Regulatory Compliance i.e.
 - o IEP review
 - o Indicator 13 and 14 assistance
- Job coaching
- Linkages to adult services
- Services to alternative high school students
- Assessment Packages
- College Preparation Services

- Job development
- Transition Consulting
- Linkages to employers via the School Industry Council
- Parent Training

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

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

CEO would like to thank you for any considerations regarding our services. If you have any further questions please feel free to contact me at (631) 234-6064 or at <a href="https://www.nviillani@ceoincom/nviillani@ceoincom

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

WESTBURY UNION FREE SCHOOL DISTRICT 2 Hitchcock Lane Old Westbury, New York 11568-1624

HEALTH AND WELFARE SERVICES CONTRACT

We, the undersigned Board of Education ofSOUTH	COUNTRY CENTRAL SCHOOL DISTRICT
of the Town of BROOKHAVEN	, County of SUFFOLK hereby
contract with the Board of Education, Westbury Unic Hempstead, County of Nassau, for the purpose of providi School District and attending non-public schools in West	on Free School District, towns of Hempstead and Northing health services for 1 child(ren) residing in our bury, New York for the school year 2015/2016.
hereby contract to furnish the necessary health and welfa	hool District, Towns of Hempstead and North Hempstead are services under the provisions of Section 912, Article 23 enrolled in the aforementioned schools for the school year
Annual medical inspection Dental hygiene inspection to same exter School nursing service Vision and hearing tests Examinations for employment certifical Notification of parents regarding defect Instructions for first-aid care for school Diagnostic services performed by school Speech correction services performed b Social worker	tes s and follow-up emergencies ol psychologists
No teacher services, as such, shall be included under this	contract.
Mank Samuel	Surany May
Superintendent of Schools Westbury Union Free School District	District Clerk Westbury Union Free School District
Date	President, Board of Education
Superintendent of Schools	District Clerk, Board of Education

Westbury School District Health Services 2015/16

HEALTH SERVICE	ES	Allocation of Dollars		
Nu Fri Co Su	urses urses Aides ringe Benefits ontratual Services upplies and Materials hysicians	413,457 109,553 348,682 78,635 11,330 47,439		
То	otal	1,009,096	176.05	
PSYCHOLOGICAL	L AND SOCIAL WORKER SERVICES			
Dii Sc Fri Su	sychologist irector PPS ocial Workers ringe Benefits upplies and Materials ontractual	921,523 59,812 717,708 565,127 9,302 53,368		
То	otal	2.326.840	405.94	
THERAPIST SERV	VICES			
Fri Co Su	peech Therapists ringe Benefits ontractual-Spch evaluations upplies and Materials ther Contractual evaluations	841,412 275,908 13,692 9,214 15,882		
То	otal	1,156,108	201.69	
2015-2016				₹*
W	Testbury Friends 12 Thispering Pines 130 oly Child 200	-	783,68	m. Brosp
St	Brigid's 342			

684 5048 5.732

Total Private/Parochial Westbury (K-12)

WESTBURY UNION FREE SCHOOL DISTRICT

2 Hitchcock Lane Old Westbury, 11568-1624 TEL #(516) 876-5006 - FAX #(516) 876-2351

Invoice #2015/16-46

Date: March 23, 2016

TO: South Country Central School District

189 Dunton Avenue

East Patchogue, New York 11772

Descript	ion	Amount	
Health Services for One (1) Student @ \$783.68		\$783.68	
		m.Br	eff
Please Make Check Payable to the A	bove		

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this	day of	, 20	by and between
the Board of Education of the South Country	Central School Di	strict (hereina	fter "SENDER"),
having its principal place of business for the	purpose of this Agr	eement at 189	Dunton Avenue,
East Patchogue, New York, 11772 and the Bo	oard of Education of	of the Riverhea	d Central School
District (hereinafter "PROVIDER"), having its	s principal place of	business for th	e purpose of this
Agreement at 700 Osborn Avenue, Riverhead,	New York 11901.		

WITNESSETH

WHEREAS, SENDER is authorized pursuant to Section 912 of the Education Law, to enter into a contract with PROVIDER for the purpose of having PROVIDER provide health and welfare services to children residing in SENDER and attending a non-public school located in PROVIDER,

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in PROVIDER,

WHEREAS, PROVIDER has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

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

- 1. The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive.
- 2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
- 3. PROVIDER understands and agrees that it will comply and is responsible for complying will all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.
- 4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. dental prophylaxis,
- c. vision and hearing screening examinations,
- d. the taking of medical histories and the administration of health screening tests,
- e. the maintenance of cumulative health records, and
- f. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

- 5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$703.28 per eligible pupil for the 2015 2016 school year.
- 6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
- 7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 9. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
- 10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
- 11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

- 12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
- 13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
- 14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

SENDER: Dr. Sam Gergis,

Assistant Superintendent for Finance & Management Services

189 Dunton Avenue

East Patchogue, NY 11772

PROVIDER: Sam Schneider, Assistant Superintendent for Finance & Operations

700 Osborn Avenue Riverhead, NY 11901

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

- 18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations
- 19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the South Country Central School District.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

South Country Central School District,	Rivernead Central School District,
Superintendent of Schools	Superintendent of Schools
South Country Central School District,	Riverhead Central School District,
President, Board of Education	President, Board of Education

Issue Date 04/20/2016

Riverhead Central School District 700 Osborn Avenue Riverhead, NY 11901

Invoice Number 058-16A



INVOICE

Issued To:

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

000081

Item Number	Item Description	Amount
	Health Services	
	One student didn't attend full year. Void and redo Health Services for G. Argurcia, A. Balkaran, R. Ballan, M. Behrens, M. Carrasco, E. Cettel, C. & R. Cognet, B. Denmeade, J. Deutsch, L. Ford, C. & D. Fortmann, A. Frabizio, L., M. & R. Hawkins, A. John, C. Johnston, M. Joinnides, S. Kavanagh, L. Lebrun, N. Li, N. Lopiccolo, L. Mayer, T. McBurnie, A. & G. Miranda, J. Morant, T. Newsom, R. Penn, J. Rollins, S. Skelly, T. Smith, J. St Fort Colin, Z. St Juste, A. Tuthill, B. Vassallo, S. Warnes and D. Young for the 2015-2016 School Year.	28,131.20
	40.0000 @ 703.2800 per STUDENT	
	Health Services for T. Johnson for the 2015-2016 School Year. 9/8/15-10/16/15 fte .15	105.49
/	0.1500 @ 703.2800 per STUDENT	
	Health Services for J. McDonald for the 2015-2016 School Year. 9/8/15-10/1/15 fte .1	70.33
	0.1000 @ 703.2800 per STUDENT	
	Health Services for M. Walsh for the 2015-2016 School Year. 9/8/15-9/24/15 fte .075	52.75
	0.0750 @ 703.2800 per STUDENT	
	Invoice Total	28,359.7

For questions regarding this invoice please contact Holly Chew at 631-369-6823.

m. Brigg

Payment due upon receipt.

RIVERHEAD CENTRAL SCHOOL DISTRICT 700 OSBORN AVENUE RIVERHEAD, NEW YORK 11901

COMPUTATION OF CHARGES FOR HEALTH SERVICES 2015-2016 SCHOOL YEAR

CLERICAL	S	54,342.15
NURSES	\$	814,411.51
PSYCHOLOGISTS	\$	722,442.88
SPEECH THERAPISTS	\$	834,157.00
SOCIAL WORKERS	\$	704,815.46
TOTAL SALARIES	\$	3,130,169.00
EMPLOYEE BENEFITS		
RETIREMENT	\$	450,340.64
SOCIAL SECURITY/MEDICARE/WORKERS COMP	\$	264,073.07
DENTAL INSURANCE	\$	49,765.54
HEALTH INSURANCE	\$	423,899.31
TOTAL EMPLOYEE BENEFITS	\$	1,188,078.56
TOTAL SALARIES ITEMS	\$	4,318,247.56
MILEAGE	\$	2,850
SUPPLIES	\$	45,403
REPAIRS	\$	3,700
DOCTOR'S FEES	\$	75,218
TOTAL NON SALARY	\$	127,171
TOTAL COSTS	\$	4,445,418.56
ENROLLMENT		
PUBLIC SCHOOLS		5,322
NONPUBLIC SCHOOLS		583
CHARTER SCHOOL		416
TOTAL ENROLLMENT		6,321
PER CHILD CHARGE	\$	703.28 V

703.28 V

"Program Wks", "Student Wks", and "FTE" boxes in Table I are read-only. They will be filled when you select "Beginning" and "Ending" dates using the select boxes below the the table. The "LEA Code" and "Student Number" boxes are filled when you click on the "Retrieve Saved Records" button above

FTE Table I

LEA Code	Student Number	Program Wks	Student Wks	FTE
		40	3	0.075

Beginning Date of Program or Service September 8, 2015

Beginning Date of Student Enrollment in Program or Service

September 8, 2015 🗸

Ending Date of
Program or Service

June 24, 2016

✓

Ending Date of Student
Enrollment in Program or
Service
September 24, 2015 >

Generate FTE

South Country

"Program Wks", "Student Wks", and "FTE" boxes in Table I are read-only. They will be filled when you select "Beginning" and "Ending" dates using the select boxes below the the table. The "LEA Code" and "Student Number" boxes are filled when you click on the "Retrieve Saved Records" button above

FTE Table I

LEA Cod	Student Number	Program Wks	Student Wks	FTE
		40	4	0.100

Beginning Date of Program or Service
September 8, 2015

Beginning Date of Student
Enrollment in Program or
Service
September 8, 2015

Ending Date of
Program or Service

June 24, 2016

Ending Date of Student
Enrollment in Program or
Service
October 1, 2015

Generate FTE

South Country

"Program Wks", "Student Wks", and "FTE" boxes in Table I are read-only. They will be filled when you select "Beginning" and "Ending" dates using the select boxes below the table. The "LEA Code" and "Student Number" boxes are filled when you click on the "Retrieve Saved Records" button above

FTE Table I

LEA Code	Student Number	Program Wks	Student Wks	FTE
		40	6	0.150

Beginning Date of Program or Service September 8, 2015 ✓

Beginning Date of Student Enrollment in Program or Service

September 8, 2015 V

Ending Date of
Program or Service

June 24, 2016 ✓

Ending Date of Student Enrollment in Program or

Service
October 16, 2015

Generate FTE

South Country

South Country Central School District Budget Transfer Request Form

Requested By	Date	Transfer #	
Christine Johnson	April 19, 2016		

Account from	Account Title	Amount	Account to	Account Title	Amount
A1680.200.00	Equip. data pr.	990.00	A1620.200.00	Equip B&G	8,990.00
A2020.200.02	Princ.Equip VC	1,000.00			
A2138.200.00	Music Equip	1,000.00		·	
A2250.200.00	Equip Repair	1,000.00			
A2250.201.00	Equipment	1,000.00			
A2630.220.00	Comp hdwr	3,000.00			
A2855.200.00	Equipment	1,000.00			

Please explain the reason fo	or the above transfer request	
To cover final cost of	of lockers in the Middle School	. ,
Recommended by:	Assistant Superintendent for Business/Business Administrator	
Approved by: for transfers greater than \$5,000	President, Board of Education	

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

Requested By	Date	Transfer #
Anthony Clements	4/22/16	

Account from	Account Title	Amount	Account to	Account Title	Amount
A1620.476-00	Natural Gas	\$25,000.00	A1620.476-00	Contract Services	\$25,000.00

Please explain the reason fo	r the above transfer request
Replacement of water heate	r (FP Long), HVAC repairs, motion detectors all schools (compliance), HS field
electric	
Recommended by:	
•	Assistant Superintendent for Business/Business Administrator
	V V
Approved by:	
for transfers greater than \$5,000	President, Board of Education

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

Requested By	Date	Transfer #	
ANTHONY CLEMENTS	5/2/16		

Account from	Account Title	Amount	Account to	Account Title	Amount
A162045400	FUEL OIL	\$15000.00	A62054000	CUSTODIAL	\$7000.00
				SUPPLIES	
			A162044900	CONTRACT SERVICES	\$8000.00
	<u> </u>				

Please explain the reason to	r the above transfer request	
For various projects	and supplies needed for end of year orders.	
	<i>→</i>	
Recommended by:	Assistant Superintendent for Business/Business Administrator	
Approved by: for transfers greater than \$5,000	President, Board of Education	

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

Requested By	Date	Transfer #	
ANTHONY CLEMENTS	5/11/16		

Account from	Account Title	Amount	Account to	Account Title	Amount
A162047800	TELEPHONE	\$7000.00	A162057000	AUTO PARTS	\$2500.00
5 At	SERVICES			B & G	
			A162054000	CUSTODIAL	\$4500.00
<u></u>				SUPPLIES B&G	

Please explain the reason fo	r the above transfer request
codes were decreas	sed and money is needed to pay for outstanding bills
Recommended by:	Assistant Superintendent for Business/Business Administrator
Approved by: for transfers greater than \$5,000	President, Board of Education



May 1, 2016

Dr. Sammy Gergis
Assistant Superintendent for Business
South Country CSD
189 Dunton Avenue
East Patchogue, NY 11772

Dear Dr. Gergis:

Last March/April 2015, we mailed your district the enclosed cover letter and agreement pertaining to Questar III BOCES' Other Post-Employment Benefits (OPEB) Liquidation Plan. We do not have record of receiving the executed agreement from your district, therefore we are conducting a second/final mailing. The agreement is unchanged with the exception of an update to reflect that the credit distribution will occur during the year ending June 30, 2017 and to reflect our new board president, John C. Hill.

Please note that this second mailing will be the <u>final</u> mailing. The outstanding OPEB credit for any executed agreements not received by June 30, 2016, will be deemed forfeited.

Please contact Jennifer Mulligan (518-479-6807 or jennifer.mulligan@questar.org) or Harry Hadjioannou (518-479-6809 or hhadjioannou@questar.org) with any questions you may have. Email bboudreau@questar.org if you would like a Word version of the Fund Surplus Resolution Agreement and Release emailed to you. We look forward to finalizing the implementation of the Plan and concluding OPEB liquidations.

Best Regards,

Gladys I. Cruz, Ph.D. District Superintendent

Encl.: March/April 2015 OPEB Cover Letter

Fund Surplus Resolution Agreement and Release

FUND SURPLUS RESOLUTION AGREEMENT AND RELEASE

, Y

This Fund Surplus Resolution Agreement And Release ("Agreement") is by and between the South Country CSD ("District"), 189 Dunton Avenue, East Patchogue, NY 11772, and the Board of Cooperative Educational Services Rensselaer - Columbia - Greene Counties ("Questar III", which shall be defined to include Questar III's Board members, administrators, officers, employees, attorneys, agents, representatives, successors and assigns), 10 Empire State Boulevard, Castleton, NY 12033. The District and Questar III may be referred to collectively herein as the "Parties."

WHEREAS, Questar III retained D'Arcangelo & Co, LLP ("D'Arcangelo") to conduct an independent audit of the funds that Questar III has accrued for purposes of satisfying future liabilities for post-retirement and other post-employment benefits ("OPEB"); and

WHEREAS, D'Arcangelo issued an Agreed-Upon Procedures Report on July 21, 2014 (the "Report") which, among other things, confirmed the total balance of funds accrued by Questar III for OPEB purposes as of June 30, 2013 and, of that balance, amounts that could be returned to the component and non-component school districts who participated in the relevant programs conducted by Questar III ("Accrual Amount"); and

WHEREAS, the Questar III Board has adopted a plan by which the OPEB Accrual Amount will be returned to such component and non-component school districts (the "Plan"), utilizing the basis for return set forth in the Report, and

WHEREAS, the Plan has received approval from the State Education Department; and

WHEREAS, the Parties hereto wish to memorialize the terms by which the District will participate in the Plan;

NOW, THEREFORE, THE PARTIES HEREBY AGREED AS FOLLOWS:

1. Questar III will return to the District a total of \$1,026.43 (the "Payment Amount"), which by this Agreement shall be deemed to constitute the District's full and complete entitlement to its share of the OPEB Accrual Amount. The Payment Amount shall be returned over a period not to exceed five years as follows:

District: South Country CSD

Year ending June 30,	OPEB Accruals Return to be Credited to Administrative Levy	% of Total Return to District
2017	\$1,026.43	100
Total Return of OPEB Accruals to District	\$1,026.43	100

The Payment Amount as set forth above shall be returned in the form of a credit against the amount that the District otherwise is required to contribute to Questar III for non-component district CoSer charges in each of the school years set forth in the Payment Schedule above. If the portion of the Payment Amount to be returned in any school year exceeds the amount that the District must otherwise remit to Questar III, the excess balance shall be added to the portion of the Payment Amount to be returned in the next subsequent school year pursuant to the above Payment Schedule. If any such excess balance remains after the final year of the Payment Schedule, the excess balance shall be credited against the District's required contribution to Questar III in the next subsequent school year, and any additional school years as may be necessary to fully return the Payment Amount to the District. In no case shall Questar III be required to return any portion of the Payment Amount in the form of a cash payment to the District, or in any other manner except as set forth herein.

- 2. The District hereby accepts the return of the Payment Amount, as set forth herein, as full and complete satisfaction of any claim or entitlement the District would otherwise have, by law, contract, equity or otherwise, to return of any portion of the Accrual Amount.
- 3. In consideration for the return of the Payment Amount as set forth herein, the District hereby releases and discharges Questar III from any and all obligations, claims or liabilities, of any nature, that relate to the Accrual Amount and/or Questar III's OPEB accruals up to the date of execution of this Agreement, and the District hereby agrees that it will not commence, maintain or cooperate with any action, proceeding or claim in law or equity, of any nature or in any forum, against Questar III in relation to the Accrual Amount and/or Questar III's OPEB accruals up to the date of execution of this Agreement, which shall include but not be limited to any action, proceeding or claim in law or equity, seeking to recover (a) any portion of the Accrual Amount beyond that which is set forth in this Agreement, or (b) any other payment or relief that relates in any way to the Accrual Amount and/or Questar III's OPEB accruals up to the date of execution of this Agreement.
- 4. The District agrees that presentation of this Agreement shall serve as the District's unqualified and irrevocable consent to discontinue with prejudice any action, proceeding or claim in law or equity, commenced or maintained by or on behalf of the District and/or its officers in violation of the terms of this Agreement.
- 5. The Parties affirm that this Agreement fully and completely sets forth the agreed upon resolution of any rights, entitlements or claims that the District may have in relation to the Accrual Amount, and that no other promises or agreements have been made or would be effective in relation to the Accrual Amount.

6. The District and Questar III hereby each respectively affirm that the execution of this Agreement has been authorized by action of its Board of Education.

FOR QUESTAR III:	FOR THE DISTRICT:	
	South Country CSD	
John C. Hill	South Country CSD Chris Picini [Type or Print Name]	
President, Board of Education	President, Board of Education	
Date:	Date:	



Wiedersum Associates Architects, PLLC

May 3, 2016

Mr. Sammy Gergis South Country CSD 189 Dunton Street East Patchogue, NY 11772

RE:

WA # 1628 SOUTH COUNTRY CSD

SECURITY VESTIBULE DOORS @ BELLPORT H.S.

Dear Mr. Gergis:

Wiedersum Associates Architects has reviewed the scope of work as it relates to the above captioned school.

This project will not require temporary entrances or exits and will not adversely affect any permanent entrances or exits or adversely affect the existing storm drainage system.

The scope of work is for installation of vestibule doors for security purposes. This type of work is considered a routine activity of an educational institution and meets the requirements of a Type II Action pursuant to the State Environment Quality Review Act.

Therefore, we recommend the Board of Education declare this project as a Type II Action, meeting the requirements under 66 NYCRR617.5 (c)(1) & (2).

Maintenance or repair involving no substantial changes in an existing structure or facility.

Replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes.

As a result we find the proposed scope of work will have no significant adverse impact on the environment.

Sincerely,

Very truly yours

Richard Wiedersum, AIA, LEED* AP

Principal

USGBC-LI Board of Directors

\\SERVER\\Documents\2016 Projects\1628 South Country CSD So.Bellport HS\SEQRA\5-2-16 RWW To Sgergis D MS SEQRA Type II Ltr .Doc \

BOARD OF EDUCATION

Chris Picini, President
Carol Herrmann, Vice President
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Regina Hunt
Julio Morales
Danielle Skelly
Allison Stines

SOUTH COUNTRY

CENTRAL SCHOOL DISTRICT



SUPERINTENDENT OF SCHOOLS

Dr. Joseph Giani

ASSISTANT SUPERINTENDENT FOR FINANCE & MANAGEMENT SERVICES Dr. Sammy Gergis

ADMINISTRATIVE OFFICES 189 Dunton Avenue East Patchogue, NY 11772 (631) 730-1510 FAX (631) 286-6394 www.southcountry.org

WHEREAS, the Board of Education of the South Country CSD desires to embark upon a capital improvement project entitled Installation of Security Vestibule at Bellport High School;

WHEREAS, said capital improvement project is subject to classification under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, maintenance and repair involving no substantial changes in an existing structure or facility" is classified as a Type II Action under the current Department of Environmental Conservation SEQRA Regulations (Sections 6 NYCRR 617.5(c)(1)); and

WHEREAS, replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 are classified as Type II Actions under the current Department of Environmental Conservation SEQRA Regulations (Section 6 NYCRR 617.5 (c)(2)); and

WHEREAS, the SEQRA Regulations declare Type II Actions to be actions that have no significant impact on the environment and require no further review under the SEQRA; and

WHEREAS, the Board of Education, as the only involved agency, has examined all information related to the capital improvement project and has determined that the capital improvement project entitled "Installation of Security Vestibule at Bellport High School" is classified as a Type II Action pursuant to Section 617.5(c)(1) of the SEQRA Regulations;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby declares itself lead agency in connection with the requirements of the State Environmental Quality Review Act; and

BE IT FURTHER RESOLVED that the Board of Education hereby declares that the scope of work in the above-listed building of the South Country Central School District, is a Type II Action, which requires no further review under the SEQRA; and

BE IT FURTHER RESOLVED, that the Board of Education hereby shall forward an official copy of this Resolution to the New York State Education Department together with a copy of the correspondence from the New York State Office of Parks, Recreation and Historic Preservation in connection with its request for approval of the project from the New York State Education Department.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 18th day of May, 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 Yolanda Santiago, ED.S (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 4033 Bell Avenue, Bronx, NY 10466

A. <u>TERM</u>

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

B. SERVICES AND RESPONSIBILITIES

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

Provide teachers with professional development on creating and implementing a center based learning framework for English Language Learners.

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:

May 20, 2016 8:00 AM - 3:00 PM

- 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.
- 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. CONDITIONS

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.

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>

Compensation shall be at the rate of \$1,000.00 dollars per day, on the following day:

- May 20, 2016
- 1. 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.

- 2. 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.
- 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.
- 4. 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.

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

CONSULTANT

Yolanda Santiago, FD. 4033 Bell Avenue

Bronx, NY 10466

DISTRICT

By: Mr. Chris Picini

Board of Education, President

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 18th day of May, 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 Kathleen Sokolowski and Darshna Katwala, Nassau Community College, (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at The Long Island Writing Project, Department of Reading and Basic Education, One Education Drive, Garden City, NY 11530.

A. TERM

The term of this Agreement shall be from July 1, 2016 through August 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:

To provide teachers with professional development on teacher workshop in writing and strategies to support ELL 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 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.
- 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 (\$4,000.00) dollars per day.
 - August 2, 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.
- 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. <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).
- 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

By: Kathleen Sokolowski

Nassau Community College
The Long Island Writing Project
Department of Reading and Basic Education
One Education Drive
Garden City, NY 11530

DISTRICT

By: Mr. Chris Picini

Board of Education, President PO Box 1010 Nyack, NY 10960

CONSULTANT

By: Darshna Katwala

Haredan Karuela

Nassau Community College
The Long Island Writing Project
Department of Reading and Basic Education
One Education Drive
Garden City, NY 11530

By: Mr. Chris Picini

DISTRICT

Board of Education, President PO Box 1010 Nyack, NY 10960



May 4, 2016

Dr. Sam Gergis
Assistant Superintendent for Finance and Management Services
South Country Central School District
189 Dunton Avenue
East Patchogue, NY 11772

Dear Dr. Gergis:

This letter has been written to confirm that the Long Island Writing Project (LIWP) is a sole source provider for the purpose of professional development in teacher and principal evaluation training to be delivered to the South Country Central School district faculty and administrative team. Darshna Katwala, Director of LIWP and Kathleen Sokolowski, Co-Director of LIWP, are the only two providing this service on Long Island.

The Long Island Writing Project maintains all copyright privileges for their services and these services must be purchased directly from the local site, LIWP. There are no agents or dealers authorized to represent these services. No entity has any right of sub-license to make a similar or competing service.

The Long Island Project will provide training to administrators in the observation and evaluation of teachers under the 3012d regulations of the NYSD education Department, specifically employing approved rubrics to ensure accuracy and inter-rater reliability. The Long island Writing Project will also provide information to the faculty on the application of varied writing strategies.

If you need any additional information, please contact me by e-mail.

Sincerely,

Darshna Katwala Director of LIWP

Darshna.katwala@ncc.edu

Harshan Karuela

	5/2/14 DATE	1037 1-1367/268 405
PAY TO THE Bellport High school One Hundred Fine + 2/100	\$ 10	
Bank America's Most Convenient Bank®		
FOR Marily Mathem echolarship	7 CWI T. Sailer	MP

BOARD OF EDUCATION

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Lisa Di Santo
Antoinette Huffine
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South Country Central School District



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

SUPERINTENDENT OF SCHOOLS

Dr. Joseph Giani

PRINCIPAL Tim Hogan

Assistant Principals
Erika Della Rosa
Daniel Fauvell
Mandy Mazziotti
Bernie Socte

LETTER OF INTENT

Name of Scholarship: Mari	Scholarship				
Name of Donow Paket Cuk	Scholarship				
Name of Donor: 1/00841 30ct					
Address:					
					
Phone Numb					
Please indicate type of award:	1. Money-Amount * 500.00				
	2. Plaque				
	3. Book4. Other-Specify				
Will this be an annual award? Y	Will this be an annual award? Yes One Time Only				
Student Qualifications: Someone who overcome significant adversity at some point in a special advention program to be accepted at college.					
a special education pregram, to	be accepted at college.				
Dit J Take	of student's biography be sent to you so you say				
Would you like to request a Blind List of student's biography be sent to you so you can select the recipient? YesNo, please make the selection					
Name of person presenting the scholarship on June 6, 2016 at 7:00 P.M. *If you are requesting an Administrator to present, please send the award to Ms. Goodman by Friday, May 20, 2016. 3395 From BOE necount. \$105 From attached check Please return this form to Ms. Goodman (Main Office) at Bellport High School, 205 Beaver Dam Road, Brookhaven, NY 11719 by					
			Friday, March 4, 2016.		

On behalf of all our graduating seniors in the class of 2016, we thank you for your generosity and commitment to education.

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

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 18th day of May, 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 Keany Associates (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at Pinewood Drive, Huntington, NY 11743.

A. TERM

The term of this Agreement shall be from May 18, 2016 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. <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:

Work with building administration to plan Danielson rubric training for teachers and provide Danielson rubric presentation to all staff members.

- 2. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall be provided not to exceed eight days between the hours of:

 Times vary by scheduled days
- 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.
- 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>

Compensation shall be at the rate of \$625.00 dollars per half day, not to exceed eight (8) days funded through the Title IIA grant.

- May 25, 2016 Collaborative planning
- May 26, 2016 Collaborative planning
- June 2, 2016 building presentation
- June 7, 2016 building presentation
- June 9, 2016 building presentation
- June 13, 2016 building presentation
- June 14, 2016 building presentation
- June 15, 2016 building presentation
- 1. 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.
- 2. 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.
- 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.
- 4. 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>TERMINATION</u>

- 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.

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

CONSULTANT

DISTRICT

By: Michael Keany

Pinewood Drive

Huntington, NY 11743

By: Mr. Chris Picini

Board of Education, President

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 18th day of May, 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 Keany Associates (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at Pinewood Drive, Huntington, NY 11743.

A. <u>TERM</u>

The term of this Agreement shall be from July 1, 2016 through August 1, 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 administrators with professional development on establishing protocols for professional learning communities and facilitating collaborative learning groups with teachers.

During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall be provided not to exceed three days between the hours of:
 1:00 pm - 3:00 pm

- 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.
- 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>

Compensation shall be at the rate of \$625.00 dollars per half day, not to exceed three (3) days funded through the Title IIA grant.

- July 26, 2016
- July 27, 2016
- July 28, 2016
- 1. 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.
- 2. 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.
- 4. 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>TERMINATION</u>

- 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.

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

CONSULTANT

DISTRICT

By: Michael Keany

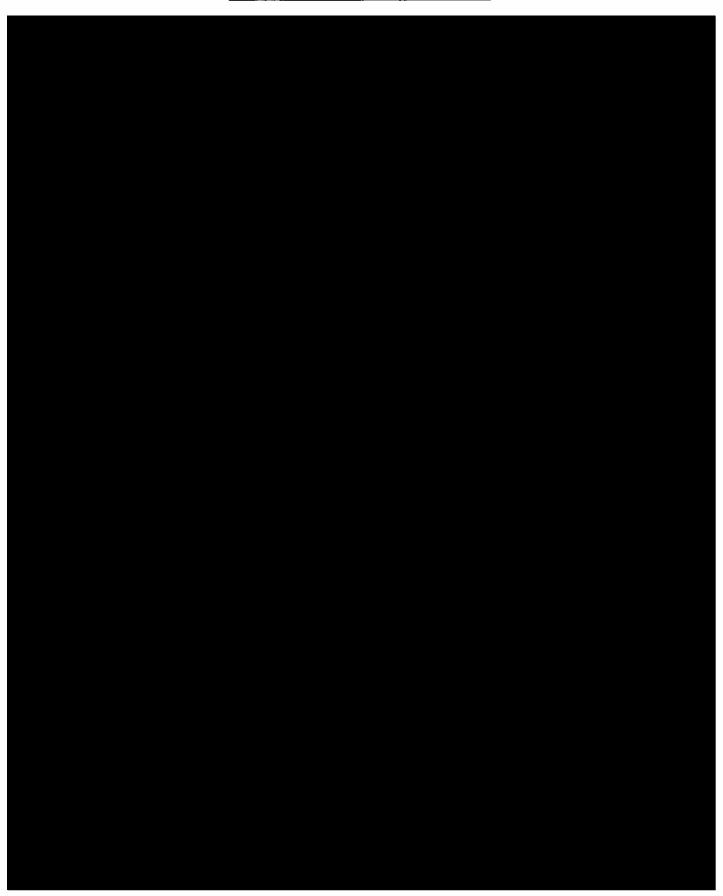
Pinewood Drive

Huntington, NY 11743

By: Mr. Chris Picini

Board of Education, President

MEMORANDUM OF AGREEMENT







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BOARD OF EDUCATION

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

SOUTH COUNTRY

CENTRAL SCHOOL DISTRICT



SUPERINTENDENT OF SCHOOLS

Dr. Joseph Giani

ASSISTANT SUPERINTENDENT FOR FINANCE & MANAGEMENT SERVICES Dr. Sammy Gergis

ADMINISTRATIVE OFFICES 189 Dunton Avenue East Patchogue, NY 11772 (631) 730-1510 FAX: (631) 286-6394 www.southcountry.org

April 18, 2016

Mr. Marc Roth President All Suffolk Auto School 20 Medford Avenue Patchogue, New York 11772

Dear Mr. Roth,

Pursuant to All Suffolk Auto School's award of the South Country Central School District's RFP 2014-05 for Driver and Traffic Safety Education, for the 2015-16 school year, there is an option to renew this agreement for two additional years, in one year increments. At this time, the South Country Central School District would like to invoke a one year renewal of RFP 2014-05 with the same services, terms, conditions and award price for the 2016-2107 school year.

If these terms are acceptable, please respond to this notice in writing to confirm that All Suffolk Auto School is willing to uphold the prices and contract terms for the 2016-2017 school year.

If you have any questions, please do not hesitate to contact me.

Thank You.

Sincerely,

Jamie Kelly
Purchasing Agent

South Country Central School District

631-730-1549

Cc: Dr. Sam Gergis, Assistant Superintendent of Business Nancy Poulos, District Clerk

ALL-SUFFOLK AUTO SCHOOL

ADVANCE BUILDING 20 MEDFORD AVENUE PATCHOGUE, NY 11772 (631) 289-1862

April 20, 2016

Jamie Kelly
Purchasing Agent
South Country Central School District
189 North Dunton Ave.
East Patchogue, NY 11772

Dear Ms. Kelly:

All Suffolk Auto School would be happy to renew the option for the next two years with the South Country School District for the 2016-2017 school year as well as the following school year. The same prices, conditions and services would remain as is.

Sincerely,

Marc Roth

APR 21 2016

ACCOUNTING DEPT

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2016 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 North Dunton Avenue, East Patchogue, New York, and All Suffolk Auto School (hereinafter "CONSULTANT") having its principal place of business for the purpose of this Agreement at 20 Medford Avenue, Patchogue, New York.

WHEREAS, the DISTRICT wishes to provide a Driver Education course to eligible DISTRICT students; and

WHEREAS, the DISTRICT has obtained approval from the New York State Education Department to provide a Driver Education course;

WHEREAS, the CONSULTANT is a duly authorized provider of Driver Education; and

WHEREAS, the DISTRICT wishes to engage the CONSULTANT to provide Driver Education to eligible DISTRICT students;

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

A. TERM:

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 the Agreement upon its expiration.

B. CONDITIONS:

- CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- 2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- DISTRICT if required by Federal or State requirements, will submit a Form 1099 and IT 2102. I respectively at year-end to the Federal Government for all individuals

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having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

- 4. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
- 5. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at it sole discretion, may deem unqualified.
- 6. CONSULTANT agrees to defend, indemnify and hold harmless the DISRICT, its officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, or negligence of the CONSULTANT, its offers, directors, agents or employees in relation to the performance of this Agreement.

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

- The CONSULTANT shall provide the services set forth in this Agreement to those student(s) listed on the attached "Schedule A," incorporated by reference herein and made a part of this agreement.
 - a. A student(s) may be added or deleted from the attached Schedule A only by an Agreement, in writing, signed by authorized representatives from both parties. In the event that a student(s) is/are added or deleted during the term of this Agreement, the payment amount owed by the DISTRICT shall be adjusted accordingly.
- 2. 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:
 - a. In-car driving instruction
- 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 and/or Department of Motor Vehicles.
- 4. CONSULTANT shall provide conscientious, competent and diligent services throughout the term of this Agreement.
- 5. CONSULTANT shall observe and comply with all DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services under this Agreement.
- CONSULTANT shall maintain records in accordance with all applicable laws, rules, and regulations of the New York State Education Department and/or Department of Motor Vehicles. All such records pertaining to students shall be the property of the DISTRICT.

- 7. The DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.
- 8. CONSULTANT shall perform background checks and fingerprinting of all staff directly providing services to students, and comply with all applicable provisions of the Safe Schools against Violence in Education (SAVE) Act. CONSULTANT shall provide the DISTRICT with the appropriate proof of clearance for employment by the New York State Education Department.

D. REPRESENTATIONS:

1. CONSULTANT represents that all services under this Agreement will be provided by individuals who are of good character, who are in good professional standing, and who possess current and valid licenses/certifications necessary to perform the services under this Agreement. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any criminal or professional misconduct or incompetence. CONSULTANT shall provide copies of licenses/certifications of all professionals servicing the DISTICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

- 1. The DISTRICT shall pay CONSULTANT at a rate of \$264.00 per student, following the presentation of detailed invoices by CONSULTANT to the DISTRICT.
- 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 total hours, dates that the invoice covers, and the total amount due for
 the period specified.

F. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement:

Commercial General Liability:

Each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars per occurrence and in the event of injury or death to one person Two Million (\$2,000,000.00) Dollars in the aggregate.

Automobile Liability:

One Million (\$1,000,000.00) combined single limit

Workers Compensation

Statutory coverages and limits.

Additional insured status shall be provided by ISO endorsement CG 20 10 11 85 or equivalent.

- 2. The insurance is to be underwritten by a licensed New York State Insurer with a minimum Bests rating of A-minus.
- 3. There should be a thirty (30) day written notice to the DISTRICT in the event of cancellation or non-renewal.
- 4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a copy of said policy/policies, or an original certificate of insurance.

G. **TERMINATION**:

- 1. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior to 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.
- The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- 3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligation to each other as of the effective date of termination.

H. NOTICES

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

To District:

Superintendent of Schools

South Country CSD Administration Building 189 N. Dunton Avenue E. Patchogue, NY 11772

To Consultant

All Suffolk Auto School 20 Medford Avenue Patchogue, NY 11772

SUCCESSORS AND ASSIGNS:

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

J. WAIVER OF RIGHTS:

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

K. SEVERABILITY:

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not 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.

L. **GOVERNING LAW:**

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

M. ENTIRE AGREEMENT:

- This Agreement, along with the attached Schedule "A", is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representative of both parties.

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

CONSULTANT	DISTRICT
All Suffolk Auto School	South Country President Board of Education

