

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
ANNUAL REORGANIZATION MEETING**

CENTRAL OFFICE

WEDNESDAY, JULY 1, 2015

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE** (7:00 p.m.)
The District Clerk will preside until election of the President of the Board of Education.

2. **NEWLY ELECTED TRUSTEES**
Lisa Di Santo, Regina Hunt and Chris Picini will be administered the Oath of Faithful Performance of Office (Sections 10 and 30 and New York State Constitution, Article 13-1). The District Clerk will administer the Oath of Office.

3. **SUPERINTENDENT OF SCHOOLS**
Dr. Joseph Giani, Superintendent of Schools will be administered the Oath of Faithful Performance of Office (Sections 10 and 30 and New York State Constitution, Article 13-1). The District Clerk will administer the Oath of Office.

4. **ELECTION OF PRESIDENT FOR 2015-2016**
The District Clerk calls for nominations for the office of President of the Board of Education. A motion is made by _____, seconded by _____, and put to a roll call vote:

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

From this point, the School Board President will be _____. The District Clerk will administer the Oath of Office.

The President of the Board of Education will now preside over the remainder of the meeting.

5. **ELECTION OF VICE-PRESIDENT FOR 2015-2016**
The Board President calls for nominations for the office of Vice-President of the Board of Education. A motion is made by _____, seconded by _____, and put to a roll call vote:

- Rocco DeVito _____
- Lisa Di Santo _____
- Carol Herrmann _____
- Antoinette Huffine _____

Regina Hunt	_____
Julio Morales	_____
Chris Picini	_____
Danielle Skelly	_____
Allison Stines	_____

From this point, the School Board Vice-President will be _____. The District Clerk will administer the Oath of Office.

6. BOARD CONSENT ITEMS

A. Appointment of Officers: The Board hereby makes the following officer appointments for the 2015-2016 school year:

Officers

District Clerk	Nancy Poulos
District Clerk Pro-tem	Sara Cioffaletti
District Treasurer	Christine Johnson
Deputy District Treasurer	Nelson Briggs

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

B. Administer Oath of Office. As indicated in Ed. Law 2114 & 2503; Commissioner's Regulations 170.2.

District Clerk	Nancy Poulos
District Clerk Pro-Tem	Sara Cioffaletti
District Treasurer	Christine Johnson
Deputy District Treasurer	Nelson Briggs

C. Appointments

Purchasing Agent	Karen Horoszewski
Deputy Purchasing Agent	Mary Beth Briggs
Attendance Officer	Nelson Briggs
Asbestos Compliance Officer	Sammy Gergis
Census Enumerator	Nelson Briggs
Civil Rights/Title IX Compliance Officer	Nelson Briggs

Records Management Officer	Sammy Gergis
Residency Officer	Nelson Briggs
Suffolk School Employee Health Plan Management Trustee	Sammy Gergis
Section 504 Compliance Officer	Dr. Donna Martuge
Homeless Liaison Officer	Ann Haddad
District DASA Coordinator	Nelson Briggs
Bellport High School DASA Coordinator	Tim Hogan
Bellport Middle School DASA Coordinator	Travis Davey
Frank P. Long DASA Coordinator	Stefanie Rucinski
Brookhaven Elm. School DASA Coordinator	Dr. Kathleen Munisteri
Kreamer Street Elm. School DASA Coordinator	Sean Clark
Verne W. Critz Elm. School DASA Coordinator	Brian Ginty

CPSE Membership

Parent of Preschool Child: Or person in parent relationship to the student as per Public Law 108-446 Part 200 Section 200.1 (ii)(1)

LEA Rep./CPSE Chair Dr. Donna Martuge, Director
Kerry Carson, Assistant Director
School Psychologists

TOSA TBD

Additional Parent Members: *Upon written request of the Parent*
Ellen Sullivan
Beth Ann Carroll
Sarah Colon
Beth Ditman
Lovelie Lewis
Laurent Foissett

Suffolk County: Appropriately certified or licensed Representative of the preschool child's residence/municipality Suffolk County

Regular Education Teacher of the Child: Whenever the child is or may be participating in the regular education environment.

Special Education Teacher of the Child: One special education teacher of the child, or if appropriate, a special education provider of the child.

For a preschool child in transition from early intervention programs and services the appropriate professional designated by the agency that has been charged with the responsibility for the preschool child as per Part CR 200.3 (a)(2)(viii).

A School Psychologist: As per Part CR 200.3(a)(2)(vi),

Other persons having knowledge of the child:

As per Part CR 200.3(a)(2)(vii).

CSE Membership

Parent of Student:

A person in a parental relationship to the student as Per Public Law 108-446 Part CR 200 Section 200.3 (a)(1)(i)

LEA Rep./CSE Chair:

Dr. Donna Martuge, Director
Kerry Carson, Assistant Director
School Psychologists
Special Education Chairpersons
Special Education

Regular Education Teacher*:

At least one regular education teacher of the student whenever the student is or may be participating in the regular education environment, as per CR Part 200.3 (a) (ii)

Special Education Teacher*:

Special Education Teacher, or when appropriate, at least one Special Education provider of the student, as per CR Part 200.3 (a) (ii)

Psychologists:

Susan Alpert
Lorrie Barry
Brian Dalpiaz
Jonathan O'Leary
Dr. Emanuel Kostakos
Dr. Rachel LeRoux
TBD (new position 2015-2016)
Stacey Weber
Vicki Zseller

Additional Parent Members:

(if requested in writing by the parent, the student or by a member of the school at least 72 hours prior to meeting.)

Ellen Sullivan
Beth Ann Carroll
Sarah Colon
Beth Ditman
Lovelie Lewis
Lauren Foissett

Social Workers:

As assigned per building (see list below)
Jennifer Andreopoulos
Kate Coppola
Gabrielle Coyne
Tracy Egger
Jennifer Fassino
Gail Freeman-Scallon
Ann Haddad
Kathryn Henglein
Lynette Murphy
Crista Pervelis
Ida Timmons (BOCES)

School Physician:

Dr. Anthony Donatelli

Other persons having knowledge of student:

As per CR 200.3(a)(1)(ix)

Student: The student, if appropriate.
200.3(a)(x)

The South Country Central School District will appoint building-based CSE and Sub-CSEs to conduct meetings for students in out-of-district placements composed of the above members and special education staff from the program.

Special Education Department

Director:	Dr. Donna Martuge
Assistant Director	Kerry Carson
Out-of-District/TOSA:	TBD
Special Education Chairperson 6-12:	Laurie O'Hara
Special Education Chairperson K-5	Rebecca Bilski
School Physician:	Dr. Donatelli

School Social Workers:	Jennifer Andrepoulos
	Kate Coppola
	Gabrielle Coyne
	Tracy Egger
	Jennifer Fassino
	Gail Freeman-Scallon
	Ann Haddad
	Kathryn Henglein
	Lynette Murphy
	Crista Pervelis
	Ida Timmons (BOCES)

The Board of Education is required to establish a sufficient number of CSEs, to the extent such Committees are required, to ensure the timely evaluation and placement of students with disabilities.

The Board of Education authorizes the Director to make amendments to students' IEPs as outlined in the Part 200.4(g)(1)(2)(3) of the Regulations of the Commissioner.

Sub-Committees on Special Education

Education Law Section 4402 Regulations of the Commissioner Part 200.3(c)(4), the South Country Central School District will authorize Sub-Committees as established in the regulations to perform the functions of the Committee on Special Education (CSE), except when a student is considered for initial placement in:

1. a special class; or
2. a special class outside of the student's school of attendance; or
3. a school primarily serving students with disabilities in a school outside of the student's district.

The membership of each sub-committee shall include as per 200.3 (c)(2) CR, but not be limited to:

- The parent(s) of the student;
- Not less than one regular education teacher of the student whenever the student is, or may be, participating in the regular education environment;
- Not less than one of the student's special education teachers or, if appropriate, not less than one special education provider of the student;

- A representative of the school who is qualified to provide, administer, or supervise special education and who is knowledgeable about the general curriculum and who is knowledgeable about the availability of resources of the school district, who may also fulfill the requirement of subparagraph (iii) or (v) of this paragraph; the representative of the school district shall serve as the Chairperson of the Sub-Committee.
- A school psychologist, whenever a new psychological evaluation is reviewed or a change to a program option with a more intensive staff/student ratio, as set forth in section 200.6(h)(4) of the Part, is considered;
- An individual who can interpret the instructional implications of evaluation results, who may be a member appointed pursuant to subparagraphs (ii) through (v) or (vii) of this paragraph;
- Such other persons having knowledge or special expertise regarding the student, including related services personnel as appropriate, as the committee or the parent shall designate, and
- The student, if appropriate.

The South Country Central School District will appoint building level Sub-Committees on Special Education and an Out-of-District Building Based Sub-Committee composed of the members listed below:

Upon receipt of a written request, the subcommittee shall immediately refer to the committee for its review any recommendation of the subcommittee concerning the identification, evaluation, educational placement or provision of a free appropriate public education to a student that is not acceptable to the parent or person in parental relationship to such student.

The regular education teacher of the student with a disability must, to the extent appropriate, participate in the development, review and revision of a student's IEP, including assisting in the determination of

(1) appropriate positive behavioral intervention supports and other strategies for the student; and

(2) supplementary aids and services, program modifications and supports for school personnel that will be provided for the student, consistent with section 200.4(d) of this Part.

* Teacher - (Education Law) Section 4402.1 adds the pupil's teacher to the list of required members of the Committee on Special Education and the Committee on Preschool Special Education. Therefore, I recommend that the Board of Education pass a resolution making each teacher a member of the Committee on Special Education. The Regulations of the Commissioner Part 200.1(pp), Part 200.1(yy) and 200.3(a)(1)(ii) mandates that if a child with a disability is being considered for, or is in any general education curriculum, not less than one general education teacher as well as no less than one special education teacher must be present at the CSE.

Psychologists for all bilingual/monolingual Spanish and LEP students who require bilingual evaluations (via appropriately certified individuals).

At the secondary level a guidance counselor shall attend all CSE meetings.

The Board of Education must appoint and maintain a list of surrogate parents. As defined in Part 200.1 (ccc) of the Regulations of the Commissioner of Education, a surrogate parent means a person appointed to act in place of parents or guardians when a child's parents or guardians are not known, or when after reasonable efforts, the Board of Education cannot discover the whereabouts of a parent or, the student is an unaccompanied homeless youth or ward of the State and does not have a Parent who meets the definition of this Section.

I propose that the Board of Education appointment Mrs. Green as a surrogate parent.

Additional parent members and surrogate parents will be added when they have received the required training during the 2015-16 school year.

The Part 200 Regulations of the Commissioner of Education Part 200 was used in preparation of this document which includes all amendments through April 2012.

Note: The Individuals with Disabilities Education Act was reauthorized in December 2004. The Federal Regulations were adopted on October 13, 2006. Any updates to the Part 200 dated after February 2014 that effect the CSE or CPSE membership will be sent to the Board of Education for approval.

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

GENERAL COUNSEL- GUERCIO & GUERCIO, LLP

D. **RESOLVED**, that the Board hereby authorizes the President of the Board of Education to execute a General Counsel Contract between the Board of Education of the South Country Central School District and Guercio & Guercio, LLP to provide general counsel representation to the District for a period commencing July 1, 2015 through June 30, 2016. (pg. 16)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

LABOR COUNSEL- GUERCIO & GUERCIO, LLP

E. **RESOLVED**, that the Board hereby authorizes the President of the Board of Education to execute a Labor Counsel Contract between the Board of Education of the South Country Central School District and Guercio & Guercio, LLP to provide labor counsel representation services to the District for a period commencing July 1, 2015 through June 30, 2016. (pg. 20)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

CLAIMS AUDITOR- DENISE LONGOBARDI

- F. **RESOLVED**, that the Board hereby authorizes the President of the Board of Education to execute a Consultant Services Contract between the Board of Education of the South Country Central School District and Denise Longobardi to provide internal claims auditing services to the District for a period commencing July 1, 2015 through June 30, 2016. (pg. 24)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

BOND COUNSEL- HAWKINS, DELAFIELD & WOOD, LLP

- G. **RESOLVED**, that the Board hereby authorizes the President of the Board of Education to execute a Bond Counsel Agreement between the Board of Education of the South Country Central School District and Hawkins, Delafield & Wood, LLP to provide bond counsel representation services to the District for a period commencing July 1, 2015 through June 30, 2016. (pg. 25)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

FISCAL ADVISOR- MUNISTAT SERVICES, INC.

- H. **RESOLVED**, that the Board hereby authorizes the President of the Board of Education to execute a Service Agreement between the Board of Education of the South Country Central School District and Munistat Services, Inc. to provide financial advisory services to the District for the 2015-2016 fiscal year. (pg. 29)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

PENSION PLAN ADMINISTRATOR- THE OMNI GROUP

- I. **RESOLVED**, that the Board hereby authorizes the President of the Board of Education to execute a Service Agreement between the Board of Education of the South Country Central School District and The Omni Group to provide 403(b) third party administration services to the District for the 2015-2016 academic year. (pg. 35)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

EXTERNAL AUDITOR- CULLEN & DANOWSKI, LLP

- J. **RESOLVED**, that the Board hereby authorizes the President of the Board of Education to execute a Service Agreement between the Board of Education of the South Country Central School District and Cullen & Danowski, LLP to provide external auditor services to the District for the fiscal year ending June 30, 2016. (pg. 37)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

- K. **INSURANCE BROKER FOR DENTAL INSURANCE- BROWN & BROWN OF NY, INC. d/b/a FITZHARRIS & COMPANY, INC.** (pg. 47)

RESOLVED, that the Board hereby authorizes the President of the Board of Education to execute a contract between the Board of Education of the South Country Central School District and Brown & Brown of NY Inc., d/b/a Fitzharris & Company, Inc. to provide dental insurance for the 2015-2016 school year.

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

- L. **INSURANCE BROKER FOR WORKERS COMPENSATION-WRIGHT RISK MANAGEMENT**

RESOLVED, that the Board hereby authorizes the President of the Board of Education to execute a contract between the Board of Education of the South Country Central School District and Wright Risk Management to provide workers compensation insurance for the 2015-2016 school year. (pg. 67)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

- M. **INSURANCE BROKER FOR EXCESS WORKERS COMPENSATION- BROWN & BROWN OF NY INC.**

RESOLVED, that the Board hereby authorizes the President of the Board of Education to execute a contract between the Board of Education of the South Country Central School District and Brown & Brown of NY Inc., d/b/a Fitzharris & Company, Inc., to provide excess workers compensation insurance for the 2015-2016 school year. (pg. 77)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

N. INSURANCE BROKER FOR GROUP LIFE INSURANCE- J.J. STANIS AND COMPANY, INC.

RESOLVED, that the Board hereby authorizes the President of the Board of Education to execute a contract between the Board of Education of the South Country Central School District and J.J. Stanis and Company, Inc. to provide Group Life Insurance for the 2015-2016 school year. (pg. 78)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

INSURANCE BROKER FOR FLEX BENEFIT PLAN- J.J. STANIS AND COMPANY, INC.

O. RESOLVED, that the Board hereby authorizes the President of the Board of Education to execute a contract between the Board of Education of the South Country Central School District and J.J. Stanis and Company, Inc. to provide the Flex Benefit Plan for the 2015-2016 school year. (pg. 78)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

INSURANCE BROKER FOR MEDICAL REIMBURSEMENT - J.J. STANIS

P. RESOLVED, that the Board hereby authorizes the President of the Board of Education to execute a contract between the Board of Education of the South Country Central School District and J.J. Stanis and Company to administer the medical reimbursement plan for the 2015-2016 school year. (pg. 78)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

Q. STUDENT ACCIDENT INSURANCE- PUPIL BENEFITS PLAN, INC.

RESOLVED, that the Board hereby authorizes the President of the Board of Education to execute a contract between the Board of Education of the South Country Central School District and Pupil Benefits Plan, Inc. to provide student accident insurance for the 2015-2016 school year. (pg. 80)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

R. STUDENT ACCIDENT INSURANCE/CATASTROPHIC STUDENT ACCIDENT INSURANCE- AIG/NATIONAL UNION FIRE (pg. 80)
RESOLVED, that the Board hereby authorizes the President of the Board of Education to execute an agreement between the South Country Central School District and AIG/National Union Fire to provide catastrophic student accident insurance for the 2015-2016 school year.

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

S. INSURANCE CONSULTANT FOR COMMERCIAL AUTOMOBILE, EXCESS, CATASTROPHE INSURANCE, SCHOOL BOARD LIABILITY, COMMERCIAL BOILER & MACHINERY, COMMERCIAL GENERAL LIABILITY, COMMERCIAL INLAND MARINE AND COMMERCIAL PROPERTY- THE NEW YORK SCHOOLS INSURANCE RECIPROCAL (NYSIR) (pg. 84)

RESOLVED, that the Board hereby authorizes the President of the Board of Education to execute a policy renewal between the South Country Central School District and The New York Schools Insurance Reciprocal (NYSIR) for the 2015-2016 school year.

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

T. STATE AID REVIEW- SCHOOL AID SPECIALISTS
RESOLVED, that the Board hereby authorizes the President of the Board of Education to execute a contract between the Board of Education of the South Country Central School District and School Aid Specialists, LLC to provide state aid review services to the District for the 2015-2016 school year. (pg. 86)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

W. BOARD POLICIES, BY-LAWS, RULES, REGULATIONS AND CODE OF CONDUCT (pg. 87)

RESOLVED, that the Board hereby accepts and continues policies, by-laws, rules, regulations and code of conduct adopted by the previous Board of Education (Ed. Law 1709 & 2503).

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

Y. PAYROLL CERTIFICATION

RESOLVED, that the Board hereby authorizes the Superintendent of Schools or the Assistant Superintendent for Finance and Management Services to certify payrolls (Commissioner's Regulations 170.2; Ed. Law 1720, 2523).

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

Z. SURETY BONDS

RESOLVED, for the 2015-2016 school year, that a bond of \$4,000,000 be approved which provides Dishonesty Coverage for any employee required by law to be individually bonded, as well as volunteer workers.

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

AA. AUTHORIZATION FOR GRANT APPLICATIONS

WHEREAS, the nature of State, Federal, and County grant applications require approval of the Board of Education, and

WHEREAS, the timeliness of information and deadline requirements are not necessarily coordinated with meetings of the Board of Education, now therefore, be it

RESOLVED, Dr. Joseph Giani, Superintendent of Schools, is authorized to apply for any and all funding which in his judgment is appropriate for the South Country Central School District for the 2015-2016 school year, and

BE IT FURTHER RESOLVED that the Superintendent of Schools report such application for funding to the Board of Education at the next regular meeting following.

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

BB. PETTY CASH FUNDS

RESOLVED, that the Board hereby establishes petty cash funds and designates respective custodians for each fund for the 2015-2016 school year, as follows:

Central Administration	\$100.00	Dr. Joseph Giani
Bellport High School	\$100.00	Tim Hogan
Bellport Middle School	\$100.00	Travis Davey
Frank P. Long School	\$100.00	Stefanie Greco-Rucinski
Brookhaven Elem. School	\$100.00	Dr. Kathleen Munisteri
Verne W. Critz School	\$100.00	Brian Ginty
Kreamer Street School	\$100.00	Sean Clark

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

CC. BUDGET TRANSFERS

RESOLVED, that the Board hereby authorizes the Superintendent of Schools to approve budget transfers up to the amount of \$5,000 in accordance with Board Policy. An amount exceeding \$5,000 shall require prior approval by the Board. All transfers must be included in the Treasurer's Monthly Report.

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

DD. BANK ACCOUNTS

RESOLVED, that the Board hereby designates the banks listed below as official depositories for the accounts of the South Country Central School District, Town of Brookhaven, New York, for the purpose of establishing all necessary commercial banking and investment accounts for all district funds, and that the same banks be authorized to recognize the signatures of the District Treasurer, Deputy District Treasurer and President of the Board of Education (*only in the event of the absence or inability of the District Treasurer and the Deputy District Treasurer*) in the payment of funds or the transaction of business of said school district accounts for the fiscal year July 1, 2015 to June 30, 2016:

- **Bank**
Bank of America
Capital One
Chase Bank
Flushing Commercial Bank
HSBC
TD Bank
The First National Bank of Long Island

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

EE. OFFICIAL DISTRICT NEWSPAPERS

RESOLVED, that the Board hereby designates the L. I. Advance as the District's official newspaper and designates the South Shore Press as the District's secondary official newspaper, to be used only for budgetary purposes when two newspapers are required. (Ed. Law 2004)

Motion made by: _____, Seconded by: _____,

Action: Yes: _____
No: _____
Abstained: _____

FF. ADMINISTRATOR/FACULTY ATTENDANCE AT CONFERENCES
RESOLVED, that the Board hereby authorizes the Superintendent of Schools or designee to take action on administrative and teacher requests to attend conferences, conventions and workshops within the limit of the 2015-2016 budget appropriations and in accordance with Board policy (General Municipal Law 77-b).

Motion made by: _____, Seconded by: _____,
Action: Yes: _____
No: _____
Abstained: _____

GG. MILEAGE REIMBURSEMENT
RESOLVED, that the Board hereby establishes mileage reimbursement at the IRS established rate for the 2015-2016 school year.

Motion made by: _____, Seconded by: _____,
Action: Yes: _____
No: _____
Abstained: _____

HH. APPOINTMENT OF IMPARTIAL HEARING OFFICERS
RESOLVED, the Board of Education shall arrange for the appointment of an Impartial Hearing Officer from the Impartial Hearing Officer list, in accordance with the rotational selection process established in Section 200.2 of the Part 200 Regulations of the Commissioner and the administrative procedures established by the Board of Education.

Motion made by: _____, Seconded by: _____,
Action: Yes: _____
No: _____
Abstained: _____

II. BOARD MEMBER APPROVAL OF IHO SELECTION
RESOLVED, that the President of the Board of Education is authorized to retain the services of any person whose name appears on the listing, in accordance with the Regulations of the Commissioner of Education of the State of New York, when the parent of a child with disabilities decides to appeal a decision of the Committee on Special Education.

Motion made by: _____, Seconded by: _____,
Action: Yes: _____
No: _____
Abstained: _____

JJ. STANDARD WORKDAY REPORTING
RESOLVED, that the South Country Central School District/ Location code 58023506 hereby establishes the following standard work days for elected and

appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Standard Work Day	Term of Office	Participates in Time-Keeping System (Y/N)	Days/Months Based on Record of Activities
District Clerk/Administrative Assistant	Nancy Poulos	7.33	7/1/2015-6/30/2016	Y	
District Treasurer/Accountant	Christine Johnson	7.33	7/1/2015-6/30/2016	Y	

Motion made by: _____, Seconded by: _____,

Action: Yes: _____

No: _____

Abstained: _____

7. **ADJOURNMENT**

LAW OFFICES
OF
GUERCIO & GUERCIO, LLP

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BARBARA P. ALOE
ERIN M. O'GRADY-PARENT
LISA L. HUTCHINSON
BONNIE L. GORHAM
CHRISTOPHER F. MESTECKY

OFFICE ADMINISTRATOR
LEONARD RICHMAN

KELLY A. REAPE
TARA E. KAHN
KATHRYN J. MAIER
PATRICIA A. UNZ
CHRISTOPHER SHISHKO
BARBARA J. EMIGHOLZ
ASHLEY C. POPE
HAL L. BUDNICK
ANTHONY J. FASANO
REESA F. MILES
OROMA H. REYNOLDS
TONI L. MINCIELI
ERIC LEVINE

Reply to: Farmingdale x
Latham □

June 15, 2015

Board of Education
Dr. Joseph Giani, Superintendent
South Country Central School District
189 No. Dunton Avenue
E. Patchogue, New York 11772

JUN 19 2015
SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Re: General Counsel Services Retainer

Dear Dr. Giani:

I enclose for your review an original and two copies of our proposed contract as general counsel for the period July 1, 2015 through June 30, 2016. Please note that the contract is essentially identical to the expiring agreement except for modest increases to the retainer and hourly rate of \$1,500.00 and \$5.00/hour. In this regard, I note that neither rate has changed for the last 2 years.

We firmly believe that it is important for a district to make frequent use of its legal team pursuant to the retainer at the earliest opportunity in order to avoid costly litigation expenses later.

Assuming the contract is acceptable to the Board and Superintendent, please return a fully executed original at your earliest convenience. As usual, I am available if there are any questions or you wish to discuss the matter further.

Very truly yours,


GREGORY J. GUERCIO

GJG/mb
Enclosures

GENERAL COUNSEL CONTRACT

AGREEMENT made this day of , 2015, by and between the BOARD OF EDUCATION OF SOUTH COUNTRY CENTRAL SCHOOL DISTRICT, hereinafter referred to as the "BOARD", and GUERCIO & GUERCIO, LLP, hereinafter referred to as "ATTORNEYS".

WHEREAS, the BOARD, at a regular meeting of , 2015, retained GUERCIO & GUERCIO, LLP, as the attorneys for the School District for the school year July 1, 2015 through June 30, 2016, and

WHEREAS, the BOARD and the ATTORNEYS desire to record the terms and condition of such retainer in contract form.

NOW, THEREFORE, it is agreed as follows:

- I. Term: July 1, 2015 through June 30, 2016.
- II. Services:
 1. The daily rendering of legal opinions, orally or by memorandum, concerning all matter affecting the administration of school affairs.
 2. Attendance at executive sessions of regular monthly BOARD meetings unless the President determines that such attendance is unnecessary.
 3. Prepare all legal documents and notices, and provide for all necessary equipment and supplies in connection with the annual and special meetings of the residents of the School District.
 4. Conduct correspondence on behalf of the School District where the same has, or may have, legal implications.
 5. Confer in the preparation of all legal documents in connection with short-term borrowing.

6. Cooperate with Bonding Counsel in connection with bond issues attendant upon long-term borrowing.

7. Represent the School District and the BOARD in connection with the purchase, sale or leasing of real property from the initial stage of negotiations to closing.

8. Writing or approving contracts between the District and other parties.

9. Examination and approval of vendors' bonds, insurance policies and other legal documents.

10. Matters falling in the category of litigation, as enumerated in Article IV, which are settled or otherwise disposed of in their preliminary stages.

III. Annual Retainer: For the above services, the fee shall be at the annual rate of \$52,500.00. Retainers and services provided on an hourly basis shall be billed monthly.

IV. Litigation: Separate compensation for litigation services shall be agreed upon on a case-by-case basis, or at the rate of \$255.00 per hour for all attorneys, \$140.00 per hour for law Clerks and \$115.00 per hour for paralegal services, at the option of the BOARD. Litigation services include services such as special procedures, motions, trials and appeals in court; Tenure Hearings, student disciplinary hearings, Commissioner of Education appeals; Human Rights Commission Hearings, etc. Excluded herefrom are services for labor contract arbitrations and PERB proceedings, for which provision is made elsewhere. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

V. Expenses: The BOARD shall reimburse the ATTORNEYS for expenses incurred by them in the performance of their services as School Attorneys. These shall include but not be

limited to travel, long distance calls, copying, electronic legal research, printing, LexisNexis Research, Westlaw research, supplies, express mail or deliveries. Nothing hereinabove set forth shall preclude the furnishing of any of the foregoing directly by the District and the non-necessity to procure reimbursement.

VI. TERMINATION: This contract may be terminated upon thirty (30) days' written notice. In the event of termination prior to the end of the contract, fees would be recalculated pursuant to quantum meruit (at our hourly rate) in accordance with State law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this day of , 2015.

BOARD OF EDUCATION
SOUTH COUNTRY CENTRAL
SCHOOL DISTRICT

By: _____
PRESIDENT

GUERCIO & GUERCIO, LLP

By: 
GREGORY J. GUERCIO

LAW OFFICES
OF
GUERCIO & GUERCIO, LLP

77 Conklin Street
Farmingdale, New York 11735
(516) 694-3000
FAX: (516) 694-4738
www.guerciolaw.com

24 Century Hill Drive, Suite 101
Latham, New York 12110
(518) 690-7000
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GREGORY J. GUERCIO
RICHARD J. GUERCIO
GARY L. STEFFANETTA
KATHY A. AHEARN
JOHN P. SHEAHAN
RANDY GLASSER
BARBARA P. ALOE
ERIN M. O'GRADY-PARENT
LISA L. HUTCHINSON
BONNIE L. GORHAM
CHRISTOPHER F. MESTECKY

OFFICE ADMINISTRATOR
LEONARD RICHMAN

Reply to: Farmingdale x
Latham

KELLY A. REAPE
TARA E. KAHN
KATHRYN J. MAIER
PATRICIA A. UNZ
CHRISTOPHER SHISHKO
BARBARA J. EMIGHOLZ
ASHLEY C. POPE
HAL L. BUDNICK
ANTHONY J. FASANO
REESA F. MILES
OROMA H. REYNOLDS
TONI L. MINCIELI
ERIC LEVINE

June 15, 2015

Board of Education
Dr. Joseph Giani, Superintendent
South Country Central School District
189 No. Dunton Avenue
E. Patchogue, New York 11772

Re: Labor Counsel Services Retainer

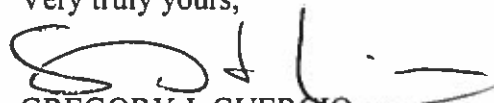
Dear Dr. Giani:

I enclose for your review an original and two copies of our proposed contract as labor counsel for the period July 1, 2015 through June 30, 2016. Please note that the contract is essentially identical to the expiring agreement except for modest increases to the retainer and hourly rate of \$1,500.00 and \$5.00/hour. In this regard, I note that neither rate has changed for the last 2 years.

We firmly believe that it is important for a district to make frequent use of its legal team pursuant to the retainer at the earliest opportunity in order to avoid costly litigation expenses later.

Assuming the contract is acceptable to the Board and Superintendent, please return a fully executed original at your earliest convenience. As usual, I am available if there are any questions or you wish to discuss the matter further.

Very truly yours,


GREGORY J. GUERCIO

GJG/mb
Enclosures

LABOR SERVICES CONTRACT

AGREEMENT made this day of , 2015, by and between the BOARD OF EDUCATION OF SOUTH COUNTRY CENTRAL SCHOOL DISTRICT, hereinafter referred to as the "BOARD", and GUERCIO & GUERCIO, LLP, hereinafter referred to as the "ATTORNEYS":

WHEREAS, the parties desire to record the terms and conditions of such retainer in contract form.

NOW, THEREFORE, it is agreed as follows:

I. Term: July 1, 2015 through June 30, 2016.

II. Services: The daily rendering of advice and consultation concerning all labor matters including matters of personnel and contract administration.

III. The Retainer: For the above services, the fee shall be at the annual rate of \$36,000.00. Retainers and services provided on an hourly basis shall be billed monthly.

IV. Litigation: Separate compensation for litigation services shall be at the rate of \$245.00 per hour for all attorneys, \$140.00 per hour for Law Clerks and \$115.00 per hour for paralegal services. Litigation services include services such as special proceedings, motions, disciplinary proceedings, trials and appeals in court; Public Employment Relations Board hearings and contract arbitrations. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

V. Expenses: The BOARD shall reimburse the ATTORNEYS for expenses incurred by them in the performance of their services as Labor Counsel. These shall include, but not be limited to, court costs, court reporting and transcript charges, LexisNexis Research, Westlaw

charges, overnight or expedited mail, travel, long-distance calls, copying, printing, supplies, deliveries. Nothing set forth above shall preclude the furnishing of any of the foregoing directly by the District in order to avoid expense reimbursement.

VI. TERMINATION: This contract may be terminated upon thirty (30) days' written notice. In the event of termination prior to the end of the contract, fees would be recalculated pursuant to quantum meruit (at our hourly rate) in accordance with State law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this day of , 2015.

BOARD OF EDUCATION
SOUTH COUNTRY CENTRAL
SCHOOL DISTRICT

BY: _____
PRESIDENT

GUERCIO & GUERCIO, LLP

BY: 
GREGORY J. GUERCIO

June 1, 2015

South Country Central School District
Board of Education
189 North Dunton Avenue
East Patchogue, New York 11772

Dear President and Members of the Board:

I am pleased to confirm my understanding of services I will provide to the district through the year ended June 30, 2016.

As Claims Auditor for the South Country Schools, I agree to perform the following procedures:

- Examine all accounts, charges, claims or demands against the school district according to New York State and Federal Laws and regulations, Board of Education policies, Administrative Regulations, and established local procedures and requirements.
- The auditing process should determine:
 1. The proposed payment is valid and legal purpose.
 2. The obligation was incurred by an authorized district official.
 3. The items for which payment is claimed were in fact received or, in the case of services, that they were actually rendered.
 4. The obligation does not exceed the available appropriation.
 5. The submitted voucher is in proper form, mathematically correct, does not include previously paid charges, and is in agreement with the purchase order or contract upon which it is based.
- Prepare a "findings report" to the Board monthly which will indicate significant findings.

As an independent contractor the fee for professional services for the fiscal year July 1, 2015- June 30, 2016 will be \$16,300.00. I will bill the district in twelve equal installments throughout the year, as such the cost to the district will be \$1,358.33 per month.

I appreciate the opportunity to be of service to the South Country Schools, and believe this letter accurately summarizes the terms of my services. If you should have any questions, please let me know. If you agree with the terms as described in this letter, please sign the enclosed copy, and return it to me.

Very truly yours,



Denise Longobardi

This letter correctly sets forth the understanding of the above referenced service.

Signature

Title

Date



PHONE 212-820-9300
FAX 212-514-8425

ONE CHASE MANHATTAN PLAZA
NEW YORK NY 10005
WWW.HAWKINS.COM

NEW YORK
WASHINGTON
NEWARK
HARTFORD
LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND

Telephone: 212-820-9406
Facsimile: 212-344-6258
e-mail address: mgeiger@hawkins.com

March 26, 2015

South Country Central School District, New York
Bond Counsel Engagement Letter for 2015-2016

Mr. Kenney Aldrich
Acting Assistant Superintendent for Business
South Country Central School District at Brookhaven
189 North Dunton Avenue
East Patchogue, New York 11772

Dear Ken:

BOND COUNSEL ENGAGEMENT LETTER FOR 2015-2016

Following receipt of your letter dated March 9, I have prepared this Engagement Letter in connection with the issuance of Tax Anticipation Notes for **2015-2016** Taxes of South Country Central School District (the "School District"), in the County of Suffolk, New York. This Engagement Letter includes a general summary of our customary bond counsel services, as well as the applicable fee information. **Our fee schedule is the same one we submitted last year in connection with the 2014-2015 Tax Anticipation Note issue. There has been no increase.**

Should any other School District financing requirements arise during the **2015-2016** fiscal year, we will be pleased to supplement this letter.

Services. Our primary responsibility as Bond Counsel to the School District is to render an opinion in connection with the issuance of obligations by the School District which expresses our belief (i) that the obligations have been properly authorized and issued and are valid, (ii) that the essential sources of security for the obligations have been legally provided for, and (iii) that interest on the obligations is exempt from federal income taxation. A significant emphasis in discharging this responsibility is the preparation of a record sufficient to enable us to render this opinion. Our specific services to the School District would include the following:

(1) Participation in conferences and telephone discussions with representatives of the School District regarding the School District's cash flow financing requirements;

(2) drafting of authorizing documents for the Board relating to the financing, including the tax anticipation note, and proceedings with respect to the sale of the School District's tax anticipation notes;

(3) providing advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including all federal arbitrage regulations;

(4) participation with the School District and its financial advisors in scheduling and structuring each note financing;

(5) assistance in drafting and review of agreements, forms and underlying documentation relating to the financing;

(6) assistance in the preparation and review of the official statement, if any, used in the public offering of School District's notes;

(7) assistance, upon request, in the negotiation of contracts and other matters related to the note offering and rendering of additional opinions as to specific matters;

(8) administrative coordination of meetings and sale and closing arrangements;

(9) consultation with the School District, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;

(10) attending to all necessary Internal Revenue Service issue reporting requirements, as required pursuant to the Internal Revenue Code of 1986, as amended;

(11) Preparation, drafting and review of closing papers including:

(a) Certificate of Determination of the President of the Board of Education,

(b) Closing Certificates,

(c) School Attorney's Certificate,

(d) Arbitrage and Use of Proceeds Certificate, and

(e) Certificate with Respect to the Official Statement;

(12) preparation of the form of the note for each note sale;

(13) preparation of the draft opinion for each note sale, and the furnishing of same to the credit rating agencies, as requested;

(14) preparation of all continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;

(15) delivery of securities to The Depository Trust Company in New York City to be held in escrow until the closing;

(16) rendering of our final approving legal opinion with respect to each financing;

(17) administrative coordination of note closings with the School District, financial advisor, underwriter and the Depository Trust Company;

(18) continuous and unlimited communication with the School District throughout the course of each financial transaction; and

(19) availability at all times of our skilled and caring team of professionals to assist with any questions or concerns relating directly or indirectly to the transaction.

Of necessity our services vary in scope depending on the talent and willingness to contribute of others involved in the financing.

In addition, we shall assemble a complete record of proceedings to which we would refer when rendering our written opinion that the obligations proposed to be issued by the School District are valid and legally binding, and we will provide continuous advice with respect to each financing through consultations with representatives of the School District and any others who may be involved in the various aspects of such financing. As noted above, we will prepare all relevant proceedings for action by the Board of Education to authorize the issuance of School District obligations, and we will prepare documentation for the sale and delivery of the School District's notes, as required.

Fee for Approval of Tax Anticipation Notes (same as 2014-2015): Our fees, which include customary and usual advice and consultation and preparation of all legal proceedings prerequisite to actual borrowing, as described above, are computed pursuant to the following fee schedule:

<u>ISSUE AMOUNT IN DOLLARS</u>	<u>FEE</u>
Issues of \$15 million	\$ 8,400
Issues of \$16 million	\$ 8,650
Issues of \$17 million	\$ 8,900
Issues of \$18 million	\$ 9,150
Issues of \$19 million	\$ 9,400
Issues of \$20 million	\$ 9,650
Issues of \$21 million	\$ 9,900
Issues of \$22 million	\$10,150
Issues of \$23 million	\$10,500

plus \$350 for each additional \$1 million notes up to \$30 million notes.

Please note: our fees for tax anticipation note issues are pro-rated to the exact amount of the issue. For example, the fee for a \$15.5 million issue would be \$8,525, calculated

by adding \$8,400 (the fee for a \$15 million issue) and \$125.00 (being 50% of the \$250 incremental fee that would apply to an issue of \$16 million).

Our fees for tax anticipation notes include all of our out of pocket expenses except for the costs relating to the preparation of book-entry securities. We charge \$215.00 for the initial book-entry instrument for each tax anticipation note issue, and \$15.00 for each additional instrument. Such charge includes our costs of security preparation, as well as our services in delivering such securities to The Depository Trust Company in escrow pending a closing. We charge \$50 for each note instrument prepared for delivery to a bank in other than book-entry format.

* * * *

The fees provided herein for tax anticipation notes shall apply to any such notes issued in or on account of the 2015-2016 fiscal year, as well as each successive fiscal year thereafter unless and until such fees are modified by mutual consent. The fee described above does not, of course, include the drafting of legislation or the handling of litigation, none of which is necessary or to be anticipated in an ordinary financing; or assistance in responding to SEC initiatives or inquiries, IRS audits, or any related matters.

It is our general practice to submit a bill for our services rendered in connection with any issue within ten days following a closing.

This agreement is terminable at will on thirty (30) days' notice and the School District's responsibility at termination would be to pay only those expenses incurred up to the date of termination. Should the terms hereof be acceptable, may I kindly ask that the President of the Board of Education acknowledge the acceptance of the terms of our engagement by signing where provided below, and returning a signed copy of this letter to us.

With all best wishes, I am

Very truly yours,



Martin A. Geiger

APPROVED AND ACCEPTED BY
SOUTH COUNTRY CENTRAL SCHOOL DISTRICT, NEW YORK

By: _____
(printed name)

President of the Board of Education

Date: _____

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of, January 30, 2015 (the "Effective Date") between the South Country Central School District, ("District") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the District desires to engage Munistat to provide certain services relative to the issuance of the District's 2015 Tax Anticipation Notes and the preparation and filing of the District's 2015 Statement of Financial and Operating Information ("Work Order"), and Munistat desires to provide services to the District in connection with such Work Order.

AGREEMENT

NOW THEREFOR, the Parties agree as follows:

1. Municipal Advisory Services. The Parties hereto agree that Munistat shall provide those services set forth on **Appendix A** hereto, and Munistat's services as the District's Municipal Advisor shall be expressly limited to the services noted therein. The District acknowledges that Munistat has not provided any advice in connection with the Work Order prior to the Effective Date.
2. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until any such Work Order is completed or until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth on **Appendix B**.
3. Agreement to Provide Information. The District agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The District further agrees to not intentionally omit any material information relevant to Munistat's provision of services.
4. Compensation. Munistat shall receive a fee for any services rendered to the District pursuant to this Agreement in accordance with the fee schedule set forth on **Appendix B** attached hereto and incorporated herein by reference.
5. Indemnity. The District hereby agrees to indemnify Munistat, defend and hold it harmless against any loss, liability, assessments, or expense (including reasonable attorneys' fees) incurred or assessed arising out of, or in connection with, Munistat's acceptance, administration, or performance of its duties hereunder, except such as may arise from Munistat's own bad faith, willful misconduct, or gross negligence, including the cost and expense of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under the terms of this Agreement.

6. Dodd-Frank Compliance. Munistat is a registered municipal advisor in good standing with both the SEC (#867-00429) and the MSRB (#K0114).

7. Disclosure of Conflicts of Interest. The District acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. The District further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The District hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional disclosures to the District. In this regard, District hereby authorizes the Assistant Superintendent for Business to acknowledge any such additional disclosures of Munistat on behalf of the District.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

**SOUTH COUNTRY
CENTRAL SCHOOL DISTRICT**

MUNISTAT SERVICES, INC,

By: _____

By:  _____

Name: _____

Name: Michael Loguercio

Title: _____

Title: President

APPENDIX A

SERVICES

FOR THE TANS

1. All necessary research and analysis for, and preparation of, the Preliminary Official Statement, in accordance with the SEC Disclosure Regulations.
2. If a rating on the TAN's is requested, we will submit all required documents and information to the appropriate rating agency and represent the District in the credit evaluation conference call.
3. Supervise word processing and proofreading of the Preliminary Official Statement and Notice of Sale and effect electronic dissemination of such documents to prospective bidders.
4. Preparation and filing of required documents for The Depository Trust Company (DTC).
5. Be present at the bid opening; arrange for and be present to assist at the closing.
6. Preparation and distribution of Final Official Statements in accordance with purchasers' requests.
7. Preparation of the computation of note interest due for use in the budget and cash flow processes.

FOR THE SEC FILING REQUIREMENT

As the District's designated dissemination agent, we will be responsible for all necessary research and analysis in order to prepare the Annual Information Statement as required and will file it together with the audited financial statements of the District, on or before the due date with the SEC's designated repositories in accordance with SEC Rule 15c12-12 and the District's Undertaking to Provide Continuing Disclosure. We will also be responsible for the filing of all Notices of Material Events with the SEC's Designated Information Repositories.

APPENDIX B

FEE SCHEDULE

The all inclusive fee for our services will be \$9,300 (\$6,700 for the TAN's and \$2,600 for the SEC filing). The administrative and out-of-pocket costs, such as postage, word processing, overnight delivery charges, website posting, email distribution of Final Official Statements, state filings, submission of documents to ratings agencies and The Depository Trust Company, insurance bids, copies and scanning are included in the fees set forth above.

APPENDIX C

DISCLOSURE OF CONFLICTS OF INTEREST

VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used.

Forms of compensation; potential conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

OTHER MATERIAL CONFLICTS OF INTEREST

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest.

There are no material conflicts of interest known to Munistat as of the date of this Agreement.

Services Agreement Reinstatement

Name of Employer: South Country Central School District

The Services Agreement for the fiscal year Jul 1, 2014 – Jun 30, 2015 entered into by your organization and The Omni Group ("OMNI"), is hereby reinstated for the fiscal year Jul 1, 2015 - Jun 30, 2016 with the following fee schedule below:

FEE SCHEDULE FOR 2015-2016 YEAR

Billing Option: Preferred Provider Program (P3) - Limited

<u>Description</u>	<u>No of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>P3 Administrative Fee</u>		1,500.00	\$ 1,500.00
<u>Non-P3 Service Provider 403(b)*</u>	36	36.00	1,296.00
<u>457(b) Accounts</u>			Included
<u>Total 2015-2016</u>			\$ 2,796.00

*Includes 403(b) ROTH Accounts

EMPLOYER:

By: *Gary L. Azzarelli*
 Title: Acting Assistant Superintendent
 Date: 5/26/15

OMNI FINANCIAL GROUP, INC.

Name: *Nina M. Rovinski*
 By: Nina M. Rovinski, President
 Date: May 22, 2015

✓ PLEASE RETURN A SIGNED COPY BY JULY 1, 2015

NY-262



ESTIMATE

**Budget Estimate – Third Party Administrative Services
Employer Sponsored 403(b) Plan for the 2015-2016 renewal year**

Name of Employer: South Country Central School District

Billing Type: Preferred Provider Program (P3) - Limited

	Number Accounts	Rate	AMOUNT
P3 Administrative Fee			\$ 1,500.00
Accounts to Non-P3 Service Providers			
403(b) Accounts.....	36	36.00	1,296.00
457(b) Accounts.....			0.00
 TOTAL Estimate 2015-2016			<u>\$ 2,796.00</u>

NO PAYMENT IS DUE AT THIS TIME.

262 - (NY)

CULLEN & DANOWSKI, LLP
CERTIFIED PUBLIC ACCOUNTANTS

VINCENT D. CULLEN, CPA
(1950 - 2013)

JAMES E. DANOWSKI, CPA
PETER F. RODRIGUEZ, CPA
JILL S. SANDERS, CPA
DONALD J. HOFFMANN, CPA
CHRISTOPHER V. REINO, CPA
ALAN YU, CPA

March 13, 2015

Board of Education and Management
South Country Central School District
189 Dunton Avenue
East Patchogue, NY 11772

Dear Members of the Board and Management:

We are pleased to confirm our understanding of the services we are to provide the South Country Central School District (District) for the year ended June 30, 2016. We will audit the following, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2016:

- Financial statements of:
 - the governmental activities
 - each major fund
 - the fiduciary funds
- Related notes to the financial statements

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
- Schedule of Funding Progress of the OPEB Plan
- Schedule of Proportionate Share of the Net Pension Liability
- Schedule of Contributions to Pension Plan

The following other supplementary information accompanying the financial statements is required by the New York State Education Department and will not be subjected to the auditing procedures applied in our audit of financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- Schedules of Change from Adopted Budget to Final Budget and The Real Property Tax Limit – General Fund
- Schedule of Project Expenditures – Capital Projects Fund
- Net Investment in Capital Assets

The following additional information accompanies the financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards

If applicable, the following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Management's Responses to the Schedule of Findings
- Corrective Action Plan

We will also audit the South Country Central School District's Extraclassroom Activity Funds which are reported on the cash basis of accounting.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to above when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The *OMB Circular A-133* report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of *OMB Circular A-133*. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of *OMB Circular A-133*, and will include tests of the accounting records, a determination of major programs in accordance with *OMB Circular A-133*, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of *OMB Circular A-133*. As part of the audit, if necessary, we will assist in the preparation of your financial statements, including GASB 34 conversion entries, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, including GASB 34 conversion entries, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements, including GASB 34 conversion entries, and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, including GASB 34 conversion entries, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (1) establishing and maintaining effective internal controls, including controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve

South Country Central School District
For the Year Ended June 30, 2016

compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions and contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us, and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Management's responsibilities also include identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by *OMB Circular A-133*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review upon commencement of our interim audit work.

You are responsible for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with *OMB Circular A-133*. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with *OMB Circular A-133*; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with *OMB Circular A-133*; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the other supplementary information in conformity with the U.S. generally accepted accounting principles. We have not been engaged to report on the other supplementary information, which accompanies the financial statements but is not RSI. Our responsibility for the other

supplementary information included in documents containing the District's audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such information contained in these documents is properly stated. The other supplementary information will not be audited and we will not express an opinion or provide any assurance on it.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditor.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of certain assets, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with

laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by *OMB Circular A-133*, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *OMB Circular A-133*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and *OMB Circular A-133*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to *OMB Circular A-133*.

Engagement Administration, Fees and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, related parties, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and the District-prepared corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. We will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of our firm and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Education Department of New York or New York State Office of the State Comptroller, or their designee, a federal agency providing direct or indirect funding, or the U.S Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under our supervision. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the cognizant agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

South Country Central School District
For the Year Ended June 30, 2016

Jill S. Sanders, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services of \$54,500 is based upon our projection of the time that we will spend on the engagement at our government audit hourly rates. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. The fee also includes up to two meetings with either the Board or the Audit Committee. Any additional meetings will be billed at our government audit hourly rates.

A copy of our most recent external peer review report dated May 16, 2012, accompanies this letter.

We appreciate the opportunity to be of service to the South Country Central School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Cullen & Danowski, LLP
For the Firm:



Partner

RESPONSE

This letter correctly sets forth the understanding of the South Country Central School District.

By: Board of Education

By: District Management

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

R.A. MERCER & CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

63 SO. MAIN STREET
CATTARAUGUS, NY 14719
(716) 257-9511

RAYMOND A. MERCER, CPA 1931-1983

ROBERT W. IRWIN, CPA

CATHIE J. BRIDGES, CPA
KENNETH FRANK, CPA
ROGER J. LIS, JR., CPA
JULIE L. JAGODA - BOOTH, CPA
DENISE D. VELOSKI, CPA
KATHRYN A. LARRACUENTE, CPA

Fax (716) 257-9513
www.ramercercpa.com

System Review Report

May 16, 2012

To the Partners of
Cullen & Danowski, LLP
and the Peer Review Committee of the
New York State Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Cullen & Danowski, LLP in effect for the year ended December 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Cullen & Danowski, LLP in effect for the year ended December 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Cullen & Danowski, LLP has received a peer review rating of *pass*.

R.A. Mercer & Co, P.C.

R.A. Mercer & Co, P.C.

CATTARAUGUS
716-257-9511

ORCHARD PARK
716-675-4270

SARDINIA
716-496-5028

SPRINGVILLE
716-592-0038



Brown & Brown of New York, Inc.

DBA Fitzharris & Company

333 Earle Ovington Blvd.
Suite #215
Uniondale, NY 11553-3624
Phone: 516-777-4800
Fax: 516-777-5777
Website: www.fitzharrisinsurance.com

May 8, 2015

Mr. Kenney Aldrich
Acting Assistant Superintendent for Business
South Country Central School District
189 Dunton Avenue
East Patchogue, NY 11772

**RE: Self-Funded Dental
Administration Renewal
July 1, 2015
Group Number - 784**

Dear Mr. Aldrich:

As you know, your group is completing another year of self-funding the Dental Administration. We are pleased to inform you that we will be holding our current Administration Fee of \$3.95 per employee per month for 12 months through June 30, 2016.

Enclosed, please find 2 copies of the 2015 Self-Funded Dental Agreement as well as the 2015 Cofinity Agreement; please send a signed copy back to my attention.

We value the close relationships we have with all of our clients and look forward to working with you in the future. As always, if you have any questions, please call me at 516-944-2896.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Fitzharris', written over a circular scribble.

Christopher C. Fitzharris
Senior Sales Executive

CF: bc

NEW YORK COMPENSATION DISCLOSURE

Insurance producers licensed by the State of New York are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. Our role as an insurance producer in any ordinary transaction typically involves one or more of these activities.

We will receive compensation in the form of commission or fees for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages. Commission compensation will be based on the insurance contract you purchase and may vary depending on a number of factors including the insurance contract(s) and the insurer(s) the purchaser selects. In addition to compensation we will receive, other parties such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation (derived from your premium payments) for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. Additionally, it is possible we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors that are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We generally do not know if a contingent payment will be made by a particular insurer, or the amount of any such contingent payment, until the underwriting year is closed. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date premiums are remitted to the insurance company or intermediary. If we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

You may obtain information about compensation expected to be received by us based in whole or part on the sale of insurance to you, and (if applicable) compensation expected to be received based in whole or part on any alternative quotes presented to you by us, by requesting such information from us.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at 1-800-635-5651 or, if you prefer, submit your question or request via email www.bbinsurance.com/customerinquiry.shtml.

PROVIDER ACCESS AGREEMENT

This Provider Access Agreement shall be effective as of July 1, 2015 between Brown & Brown of New York, Inc. d/b/a Fitzharris & Company (hereinafter referred to as "Company") with its principal Office located at 814 Fulton Street, Farmingdale, NY 11735, and South Country Central School District (hereinafter referred to as "Client").

WHEREAS, Company maintains its own network of dental providers for its customers;

WHEREAS, Company also retains the services of Cofinity, Inc. for the purpose of Accessing additional Participating Providers for its customers;

WHEREAS, Client desires access to the Participating Provider network of Cofinity, Inc.; and

NOW THEREFORE, the parties hereby agree as follows:

Company shall be solely responsible for the proper and accurate administration and/or coordination of fee schedule allowances for dental health care professionals participating in both the Company Dental Network and Cofinity, Inc. Dental Network.

Company is prohibited by prior confidentiality agreement with Cofinity, Inc. from disclosing to any Client or other third party "Restricted Information" which includes all participating provider fee schedules/negotiated rate schedules, provider lists, reimbursement schedules, or discounts, internal business practices and business records, information concerning products and pricing, contracts, computer hardware and software or business methods in any form whatsoever, peer review, quality assurance and grievance procedures, and advertising or marketing information but not including information otherwise readily available to the public.

Client shall pay to Company a Monthly Access Fee in consideration for access to Cofinity, Inc. Dental Network Participating Providers of \$1.28 per employee or member subscriber per month. The initial rate guarantee will be for a period of 12 months. This Access Fee is a pass through charge. Company does not retain any portion of the \$1.28. It all goes to Aetna to rent their dental network.

IN WITNESS WHEREOF, Company and Client have executed this Agreement as of the day and year first above written.

**Brown & Brown of New York, Inc.
d/b/a Fitzharris & Company**

By: 

Name: John Triessl

Title: Executive Vice President

Date: 5-8-2015

South Country Central School

By: _____

Name: _____

Title: _____

Date: _____

SELF-FUNDED DENTAL AGREEMENT

FOR

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Presented by:
Brown & Brown of New York, Inc.
d/b/a Fitzharris & Company
333 Earle Ovington Blvd. Suite 215
Uniondale, NY 11553
Phone: 516-944-2823
Fax: 516-944-2953

ADMINISTRATIVE SERVICES AGREEMENT

By and Between

South Country Central School District

(called the PLAN SPONSOR in this Agreement)

and

Brown & Brown of New York, Inc.
d/b/a Fitzharris & Company

(called BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY in this Agreement)

WHEREAS, the PLAN SPONSOR has established a benefit plan (called the plan in this agreement) for its eligible members, dependents and retirees as defined by Plan Sponsor and WHEREAS, the PLAN SPONSOR has requested BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY to act as its agent and third-party administrator with regard to the payment of certain benefits of the plan and to furnish certain services with respect to the plan.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement, the PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY agree to the provisions as set forth in this agreement.

SECTION 1. PLAN

As used in this agreement, Plan means the self-funded dental benefits set forth in the plan description (booklet) attached to this agreement as Exhibit A.

SECTION 2. EFFECTIVE DATE

The effective date of this agreement is July 1, 2015.

SECTION 3. INITIAL FEE / TERM OF AGREEMENT

The monthly per person Administration Fee is \$3.95. The term of this Agreement shall be for twelve (12) months commencing on the effective date hereof.

SECTION 4. PLAN BENEFITS SUBJECT TO THIS AGREEMENT

The plan benefits subject to this agreement are dental benefits.

SECTION 5. PLAN SPONSOR RESPONSIBILITIES

(a) The PLAN SPONSOR's Board of Trustees retains the final authority and responsibility for the plan and its operation. The PLAN SPONSOR gives BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY the authority to act on behalf of the PLAN SPONSOR in connection with the plan, but only as expressly stated in this agreement or as mutually agreed in writing by the PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY. The PLAN SPONSOR and not BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY shall be responsible for keeping in compliance with, to the extent applicable, federal and state tax statutes, ERISA, federal and state health care continuation rules, applicable Internal Revenue Code discrimination rules and other laws. The PLAN SPONSOR, on the advice of its counsel, shall ensure that the Plan's documents reserve to the Plan's Administrator the

full discretion to decide claims under the Plan, such reservation to be made in a manner which ensures that de novo judicial review of claims determinations made by the Plan's Administrator will not be available to claimants.

(b) The PLAN SPONSOR will pay BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY charges as set forth in this agreement

(c) The PLAN SPONSOR will provide funds for the payment of plan benefits as set forth in this agreement.

(d) The PLAN SPONSOR will furnish the information needed by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY to perform its functions under this agreement. Information regarding the plan includes any information concerning the eligibility and entitlement of persons to receive plan benefits.

(e) The PLAN SPONSOR will reimburse BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY for the expense of any printed matter prepared especially for the plan, except for expenses specifically assumed by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY in this agreement.

(f) To the fullest extent permitted by applicable law, the Plan Sponsor shall indemnify and hold harmless BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY and its respective shareholders, affiliates, directors, officers, managers, partners, employees, (collectively "BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY Indemnities") from and against all liabilities, losses, damages, costs and expenses (including without limitation, reasonable attorneys' fee) suffered or incurred by any of the BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY Indemnities in connection with the performance of its Services; provided, however, the Plan Sponsor shall have no obligation hereunder to the extent that any such liability, loss, damage, cost or expense is related to or arises from BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY's

negligence or bad faith. To the fullest extent permitted by applicable law, BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY shall indemnify and hold harmless the Plan Sponsor and its trustees, officers, employees and consultants (collectively "Plan Sponsor Indemnities") from and against all liabilities, losses, damages, costs, and expenses (including without limitation, overpayments of benefits and reasonable attorneys' fee) suffered or occurred by and of the Plan Sponsor Indemnities in connection with the BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY's performance of its services in a negligent manner or in bad faith.

(g) The PLAN SPONSOR will indemnify BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY and save it harmless from and against all loss, liability, damage, expense or other obligation resulting from or arising out of claims, demands or lawsuits against BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY in connection with benefit payments or services performed and authorized by this agreement.

(h) The PLAN SPONSOR will indemnify BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY and save BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY harmless against any liability, expenses, demand or other obligation resulting from or arising out of any tax or similar assessment (federal or state) which: (a) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY may incur with respect to plan benefits which are the legal obligation and liability of the PLAN SPONSOR; or (b) would have been levied on any charges or fees payable by the PLAN SPONSOR to BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY under this agreement.

SECTION 6. BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY RESPONSIBILITIES

(a) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS &

COMPANY, as agent and third-party administrator of the PLAN SPONSOR, will pay plan benefits in its usual and customary manner subject to and in accordance with this agreement to or on behalf of persons entitled to receive plan benefits. A person entitled to receive plan benefits is called a plan participant. Plan benefits will be processed for payment within twenty (20) working days of receipt of a complete claim provided there are funds available for such payment.

(b) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY as agent and third-party administrator of the PLAN SPONSOR, will notify any plan participant whose claim for plan benefits is denied of the reasons for the denial, and of that plan participant's right to appeal the denial to the Plan Sponsor's Board of Trustees.

(c) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will maintain, for the duration of this agreement, complete records of all transactions between the PLAN SPONSOR, BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY and plan participants. The records are the property of the PLAN SPONSOR. The PLAN SPONSOR has the right of continuing access to their records. As soon as practicable following termination of this Agreement, BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will transfer a copy of all records held by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY, which are the property of the Plan Sponsor to the Plan Sponsor or to a successor third-party administrator, as designated by the Plan Sponsor.

(d) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will refer to the PLAN SPONSOR for determination: any appeal by a participant of a determination made by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY or any questions of a claimant's eligibility for coverage under the plan. BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY's

determination of a participant's eligibility for benefits shall be made in accordance with the applicable provisions of the plan.

(e) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will provide the PLAN SPONSOR services and assistance in connection with the design and development of the plan, initially and in connection with plan revisions at no additional cost to the PLAN SPONSOR. Service and assistance includes: underwriting and actuarial services; estimates of initial plan costs; cost projections of any proposed plan revisions; and advice regarding the preparation of plan description booklet.

f) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will furnish the PLAN SPONSOR the items described in the following subsections.

(1) On written request from the PLAN SPONSOR, provide information that may be necessary for the PLAN SPONSOR'S filing of IRS documents and Department of Labor Forms.

(2) Monthly statements indicating deposits, withdrawals, and balances of the account established for the purpose of paying plan benefits.

(3) All benefit claim forms and enrollment cards required by plan participants and postage for payment to the participants.

(4a) Monthly reports indicating the following information:

- (i) Paid claim listing
- (ii) Type of service listing for month
- (iii) Type of service listing for year-to-date
- (iv) Check registers

(4b) Retrieval of documents from storage will be billed at the pass through rate charged by the storage company.

(4c) Cost of services for special reports unknown at this time would be resolved by the PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY when they occur. Generally, the costs for special reports involve the one-time charge for computer programming which is at the rate of \$125.00 an hour.

Any report requested by Plan Sponsor, which requires an unanticipated out-of-pocket cost to BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY, will be passed on to the Plan Sponsor. Prior to the work being performed, BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will advise Plan Sponsor of the cost and such work will only be performed after Plan Sponsor gives written approval.

(5) Enrollment rosters as requested by the Plan Sponsor.

(g) It is understood and agreed that BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY is empowered and required to act with respect to the Plan only as expressly stated herein. The PLAN SPONSOR hereby authorizes BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY to do all things and to perform all acts which BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY deems necessary or appropriate to facilitate claims processing with respect to the Plan. BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY's personnel shall be available to provide advisory services to the PLAN SPONSOR with respect to, and to assist the PLAN SPONSOR in, claims processing with respect to the Plan. The PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A

FITZHARRIS & COMPANY agree that BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY's role shall be limited to that of third-party administrator under the Plan, that the services rendered by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY under this Agreement shall not include the power to exercise discretionary authority over plan operations.

SECTION 7. INDEPENDENT CONTRACTOR

BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY shall be an independent contractor and not an employee of the Plan Sponsor under this Agreement.

SECTION 8. PLAN BENEFIT PAYMENTS

The PLAN SPONSOR authorizes BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY to pay plan benefits by checks drawn on a benefit plan account maintained by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY. BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will deposit to such account each day on which checks are drawn a draft on the account of the PLAN SPONSOR in an amount equal to the sum of the checks drawn on the account on that day. The PLAN SPONSOR authorizes BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY to draw such drafts. The PLAN SPONSOR will enter into agreement(s) and issue instructions to its bank as are necessary to implement the terms of this agreement.

BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will segregate the PLAN SPONSOR'S reimbursement funds in a separate bank account. Funds on deposit will be collateralized in accordance with the recommendations on investment issued by the Comptroller of the State of New York.

It is agreed that BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will be deemed to be in full compliance with this requirement so long as the total funds on deposit do not exceed \$100,000 and are held in a bank account with FDIC insurance. When funds on deposit exceed the FDIC limits, 102% collateral is to be deposited into a third-party custodial account to be established by and on behalf of the PLAN SPONSOR.

SECTION 9. PLAN SPONSOR LIABILITY

BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY does not insure nor underwrite the liability of the PLAN SPONSOR under the plan. The PLAN SPONSOR retains the ultimate responsibility for claims made pursuant to the plan, except as limited in section 5(f). The PLAN SPONSOR is responsible for all expenses.

SECTION 10. BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY LIABILITY

(a) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will use reasonable care and diligence in the exercise of its powers in the performance of its duties under this agreement. BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY shall only be liable for any actions or inactions taken by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY which represent a failure by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY to exercise reasonable care and diligence in the exercise of its powers in the performance of its duties under this agreement.

(b) In the event BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS

& COMPANY makes an incorrect payment pursuant to this agreement which is a result of the failure of BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY to exercise reasonable care in making the payment (including, but not

limited to a clerical error in the issuance of a benefit payment), BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will be liable for its mistake. However, if the incorrect payment is the result of incorrect information provided by the PLAN SPONSOR or a plan participant to BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY or another erroneous or wrongful act of the PLAN SPONSOR or a plan participant, BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will not be liable for the incorrect payment. Notwithstanding the foregoing, BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will make a diligent effort to recover any incorrect excess payment made on behalf of the Plan Sponsor. BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY is not required to institute any court proceedings.

SECTION 11. COMPENSATION OF BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY

(a) The monthly maintenance charge is due and payable on the first day of each month during the continuance of this agreement.

(b) A grace period of fifteen (15) days without interest will be allowed for the payment of every charge due and payable after the effective date. Failure of the PLAN SPONSOR to pay any charge within the grace period will result in the termination of this agreement at the end of the grace period. Nevertheless, the PLAN SPONSOR will be liable to BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY for charges which are due and unpaid as of the date of termination.

SECTION 12. SEVERABILITY

If any provision of this agreement is held invalid by law or by a court of law, the invalidity will not affect any other provision of this agreement. The provisions of this

agreement are severable. It is provided, however, that the basic purposes of this agreement must be achieved through the remaining valid provisions.

SECTION 13. CAPTIONS AND HEADINGS

The captions and headings throughout this agreement are for convenience and reference only. The words of the captions and headings will in no way be held or deemed to define, describe, explain, modify or limit the meaning of any provision, or the scope on the intent of this agreement.

SECTION 14. TRADEMARKS AND SYMBOLS

The PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY reserve the right to control the use of their respective (corporate) names and any of their respective symbols, trademarks and service marks, presently existing or subsequently established.

The PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY agree not to use words, symbols, trademarks, service marks and other devices including the corporate name of the other in advertising, promotional materials or otherwise without the prior written consent of the other.

The PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will cease any previously approved usage immediately upon termination of the agreement. The PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY further agree that any advertising, promotional materials or otherwise, which include the name of the PLAN SPONSOR or BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY are the property of the appropriate namesake and will be returned to the appropriate property owner either upon request or at termination of the agreement.

SECTION 15. CONTRACT COMPLIANCE - NON-WAIVER

Failure by the PLAN SPONSOR, BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY or both to insist upon compliance with any term or provision of this agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time whether the circumstances are or are not the same.

No waiver of any of the terms or provisions of this agreement will be valid or of any force or effect unless in each instance the waiver or modification is contained in a written memorandum expressing such alteration or modification and executed by the PLAN SPONSOR.

SECTION 16. ASSIGNMENT

Any assignment of this agreement or of any rights contained in this agreement will be void and of no force or effect.

SECTION 17. AMENDMENT

This Agreement may be amended by the mutual agreement of the parties hereto in writing executed by the parties to be attached to and incorporated into this Agreement.

SECTION 18. TERMINATION

(a) This agreement may be terminated either by the PLAN SPONSOR or by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY at any time provided the terminating party gives the other prior notice. The written notice will state the effective date of the termination. The written notice will be given no less than thirty (30) days prior to the date of the termination.

(b) This agreement will terminate automatically and immediately as of the date:

(1) The PLAN SPONSOR fails to pay any charges within thirty (30) days after charges are due and payable as provided in this agreement or

(2) The PLAN SPONSOR fails to perform its obligations regarding plan benefit payments in accordance with this agreement. Termination will not relieve the PLAN SPONSOR of its obligation to reimburse BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY for payment of plan benefits incurred by eligible participants before the date of termination of the Agreement or

(3) The plan or the plan benefits subject to this agreement are terminated by the Plan Sponsor or

(4) The PLAN SPONSOR becomes insolvent or bankrupt or subject to liquidation, receivership or conservatorship.

(c) If the plan or the plan benefits subject to this agreement are terminated,

the PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY may mutually agree that the provisions of this agreement will continue in effect for the purposes of payment of plan benefit expense claims incurred before the date of termination but not paid on or before the date of termination.

(d) Should this contract be terminated, the Plan Sponsor may elect to have the

BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY continue to administer the Benefit Plan as in force on the effective date of termination of the contract, for a period of three (3) months. The fee for administering the Benefit Plan for each month of this three (3) month period will be equal to the most recent monthly

fee prior to the termination and will be due in one lump sum on the first day of this three (3) month extension.

(e) Termination of this agreement will not terminate the rights or obligations of either party arising out of the period during which this agreement was in effect.

SECTION 19. BINDING EFFECT: NO THIRD PARTY BENEFICIARIES.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights, remedies or obligations under or by reason of this Agreement.

SECTION 20. CHANGE IN LAW OR REGULATION

The terms of this Agreement are intended to be in compliance with all federal, State, and local statutes, regulations and ordinances applicable on the date the Agreement takes effect, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties agree to execute such amendments as may be necessary for HIPAA compliance and as additional regulations are promulgated or become final and effective.

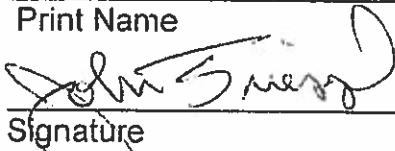
IN WITNESS WHEREOF, the PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY have caused the agreement to be executed in their names by their undersigned officers, the same name being duly authorized to do so.

**BROWN & BROWN OF
NEW YORK, INC. D/B/A
FITZHARRIS & COMPANY**

**SOUTH COUNTRY
CENTRAL SCHOOL DISTRICT**

John Triessi
Print Name

Print Name


Signature

Signature

Executive vice President
Title

Title

5-8-2015
Date

Date

Brittany Citti
Witness

Witness

Date: May 8th



MANAGEMENT AGREEMENT (this “**Agreement**”), dated July 1, 2015 (“**Effective Date**”), between South Country Central School District, a New York State public school district with its primary address at 189 North Dunton Avenue, East Patchogue, NY 11772 (the “**District**”) and Wright Risk Management Company, LLC, a Delaware limited liability company with its principal place of business at 333 Earle Ovington Boulevard, Suite 505, Uniondale, New York 11553-3624 (the “**Plan Manager**”).

RECITALS

WHEREAS, the District desires that the Plan Manager provide workers’ compensation administration services for the District’s self-insured workers’ compensation plan (the “**Self-Insured Plan**”), on the terms and conditions provided in this Agreement; and

WHEREAS, the Plan Manager desires to render such services to the District as provided in this Agreement;

NOW, THEREFORE, the District hereby engages the services of the Plan Manager and, in consideration of the mutual promises herein contained, the parties agree as follows:

I. TERM.

This Agreement shall be effective commencing on the Effective Date and shall continue in effect through June 30, 2016, unless terminated prior to that date pursuant to Section VII of this Agreement.

II. SERVICES.

The Plan Manager will provide administrative and claims management services necessary to operate the Self-Insured Plan, which will use funds established by the District to finance the Self-Insured Plan (the “**Self-Insured Fund**”). Said services will consist of the following:

A. In cooperation with District personnel, the Plan Manager will design and implement, the internal claims reporting system. Once designed, selected District personnel will be trained to ensure the effectiveness of this reporting system.

B. Once a claim is reported, the Plan Manager will review the claim to determine if investigation is needed to determine the compensability and extent of the injury claimed. If investigation is necessary, the Plan Manager will perform such investigation immediately and thoroughly. If any third-party investigation services are necessary, such as surveillance, review of accident locations, or taking signed statements, the Plan Manager will arrange for such services. The fees and expenses for such services shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

C. If it is determined that the claim is compensable, the Plan Manager will file all forms required by the Workers' Compensation Board ("WCB") and direct the District to make payments in accordance with statutory requirements and mandated fee schedules. The District is responsible for providing any information necessary to complete all forms.

D. If it is determined that the claim is not compensable, or if the injury is not of the nature or extent claimed by the employee, the claim will be controverted and the file prepared for argument before WCB. The Plan Manager will provide for appearance by an experienced workers' compensation attorney on all cases in which hearings are held before WCB. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

E. The Plan Manager shall pursue subrogation whenever it is reasonably anticipated that the District may be reimbursed for payments made. The costs of retaining third-party services to assist in pursuing subrogation, where necessary and appropriate, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

F. The Plan Manager will provide complete supervisory services for claims covered during the term of this Agreement. These supervisory services will include claims adjustment services, general monitoring of medical treatment in order to ensure appropriate treatment and minimize medical costs, and coordinating audit of all medical bills received for legitimate workers' compensation claims to confirm causal relationship and that the amount approved for payment conforms to the prescribed New York State Workers' Compensation Fee Schedules. These supervisory services will not include telephonic or field case management, or other managed care services, which will be arranged and coordinated, as necessary, by the Plan Manager. The costs of telephonic or field case management, or other managed care services shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

G. As appropriate, the Plan Manager will obtain independent medical opinions, using a WCB-registered referral service, to advise the District as to the appropriateness of medical treatment being received by, and the degree of disability of, the injured employee. The Plan Manager will consult with treating physicians, medical consultants, and other medical professionals to assist in instituting rehabilitative efforts to achieve an injured employee's return to work at the earliest possible time. The referral service and medical consultants' fees shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

H. The Plan Manager will implement a payment procedure for lost time benefits, medical bills, and expense payments. This procedure will be developed with District personnel to ensure timely and appropriate payment.

I. The Plan Manager will review any reported employers' liability claims that arise, and advise regarding coverage, defense, and indemnification of such claims. As necessary, the Plan Manager will arrange for the retention of counsel to represent the District on employers' liability claims. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

J. The Plan Manager will track medical services subject to the Department of Health (“DOH”) surcharges mandated by Public Health Law Section 2807, direct payment of applicable surcharges, and file all necessary forms with the DOH on a monthly or as needed basis. In the first year of handling claims for the District, the Plan Manager shall have no responsibility under this Section unless the District provides medical reports, hospital bills, access to the DOH website, and other information relating to the claims necessary to perform the Plan Manager’s services under this Section.

K. The Plan Manager shall prepare 1099’s at the end of the calendar year for distribution to the appropriate vendors. Prior to forwarding 1099 forms to the District for distribution, the Plan Manager will review all vendor information for payments made in the current calendar year to ensure that the 1099 forms match the Internal Revenue Service records for name and tax identification number. Where vendors bill under an individual name rather than a corporate name, the Plan Manager will request the completion of W-9 forms from the appropriate vendors. The Plan Manager will also prepare the necessary Internal Revenue Service transmittal form on behalf of the District. In the first year of handling claims for the District, the Plan Manager shall have no responsibility under this Section unless the District provides a report containing the prior vendor information necessary to perform the Plan Manager’s services under this Section.

L. The Plan Manager will review all Assessment Billing Notices for accuracy. If the District becomes overpaid for a WCB fiscal year due to variations in lost time experience from year to year, the Plan Manager will verify that all future credits issued to the District by WCB are properly issued and applied. In the first year of handling claims for the District, the Plan Manager shall have no responsibility under this Section unless the District provides a two-year check registry (including payment amounts, payees, and dates of service) and other information relating to the claims necessary to perform the Plan Manager’s services under this Section.

M. The Plan Manager will assist the District in developing a loss prevention program, the nucleus of which will be the safety committee. The goal of the safety committee will be to minimize the number of workers’ compensation injuries by reviewing the nature and type of incidents arising in the District, so that potential problem areas can be identified and addressed.

N. The Plan Manager will provide the District with updates on any changes in the Workers’ Compensation Law as such changes apply to the workers’ compensation program.

O. The Plan Manager will provide a cumulative cost summary report on a quarterly basis encompassing all individual claim costs and all other operational costs of the Self-Insured Plan. These reports will include the following information:

1. Summary of Costs/Claim Payments by Type and Status – Claim payments organized into indemnity, medical, and expense categories by fiscal year.
2. Number of Claims by Type and Status – Listing of open and closed claims, by fiscal year.
3. Paid Plan Charges – All Plan administrative costs, including insurance premiums, management fees, actuarial fees, financial auditor fees, and bank charges, by fiscal year.
4. Paid Employer Charges – WCB assessments and DOH surcharges by fiscal year.

P. The Plan Manager will provide cumulative quarterly loss runs encompassing all reported claims. These loss runs will include the following information:

1. File number.
2. Date of Accident.
3. Name of injured employee/claimant.
4. Occupation.
5. Description of accident.
6. Type of injury/part of body.
7. Status of claim/class.
8. Total medical, indemnity and expenses paid to date.

Q. The Plan Manager will handle all pending workers' compensation cases that have arisen since the inception of the Self-Insured Plan.

R. Annually, the Plan Manager will provide an overall review of the Self-Insured Plan, including information from quarterly reports.

S. The Plan Manager will ensure that the District's open files are properly maintained and available for review and/or audit, and will arrange for the storage or return of the District's closed/inactive files. The Plan Manager may maintain and store files electronically in lieu of a physical file. Physical storage costs, if any, are an expense that will be charged against the Self-Insured Fund. The foregoing is subject to Section VIII of this Agreement.

III. **FEE.**

The Plan Manager shall invoice the District for a management fee for services under this Agreement at the rate set forth in the Addendum. The District shall pay the management fee within thirty (30) days of receipt of the invoice.

IV. **SPECIAL REPORTS AND ADDITIONAL SERVICES.**

Upon the written agreement of the parties, the Plan Manager shall provide special reports or additional services not included in this Agreement, at an additional fee to be agreed upon.

V. **SERVICE COMMITMENT.**

The Plan Manager shall devote such time to the performance of its duties under this Agreement as is reasonably necessary for the satisfactory performance of its duties under this Agreement.

VI. **INDEMNIFICATION.**

A. The Plan Manager shall hold harmless and indemnify the District against any loss, liability, damage, or expense, including reasonable attorneys' fees, to the extent caused by the willful misconduct, gross negligence, or negligence on the part of the Plan Manager or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Agreement.

B. The District shall hold harmless and indemnify the Plan Manager against any loss, liability, damage, or expense, including reasonable attorneys' fees, to the extent caused by the willful misconduct, gross negligence, or negligence on the part of the District or any of its

employees or agents, which result from, or arise out of, a breach of any obligation in this Agreement.

VII. TERMINATION.

A. Either party may terminate this Agreement for the following reasons upon sixty (60) days written notice to the other party:

1. Fraud or criminal acts on the part of the other party or pattern of conduct of such other party which constitutes willful misconduct or gross negligence with respect to the performance of such other party's duties hereunder;
2. Substantial and continuing breach of this Agreement by the other party, provided, however, that the party seeking to terminate shall notify the other party of such breach, identifying such breach in full particulars, and the other party shall have thirty (30) days from receipt of such notice to cure the breach and, if such breach be cured within such period, such breach shall not be cause for termination; or
3. The New York State Superintendent of Financial Services shall issue a final order to terminate this Agreement, and the time for appealing such order shall have expired.

B. This Agreement shall terminate immediately without notice upon:

1. commencement by either party of any case, proceeding or other action: (a) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its assets, or either party shall make a general assignment for the benefit of its creditors;
2. commencement against either party of any case, proceeding or other action of a nature referred to in Section VII.B.1 above which: (a) results in the entry of an order for relief or any such adjudication or appointment; or (b) remains undismissed, undischarged or unbonded for a period of sixty (60) days;
3. commencement against either party of any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed or bonded pending appeal within sixty (60) days from the entry thereof;
4. consent, approval, acquiescence, or any action by either party in furtherance of any of the acts set forth in Sections VII.B.1, 2, or 3 above; or
5. an inability by either party to pay its debts as they become due.

C. Upon the effective date of termination of this Agreement, the District shall pay the fee due and owing the Plan Manager to be prorated based on the period of time the Agreement was in force and effect.

D. Upon termination of this Agreement, the Plan Manager shall have no responsibility for run-off of claims. Any agreement regarding run-off of claims will be dealt with in a separate written agreement signed by both parties.

E. Upon termination of this Agreement, the Plan Manager shall return the District's Property, as defined in Section VIII.A. The cost for returning the District's Property shall be borne solely by the District.

VIII. PROPERTY RIGHTS, CONFIDENTIALITY, AND RECORDKEEPING.

A. The District's Property.

All portions of the claim file, including WCB documents, claim reports, investigation reports, correspondence, and claim data of the District acquired and used by the Plan Manager in the performance of its duties hereunder ("**District Property**") shall belong to and remain the sole property of the District. Upon termination of this Agreement, the Plan Manager shall promptly return the District Property to the District or its designee, unless the District purchases run-off claims services pursuant to Section VII.D of this Agreement. The Plan Manager will transfer such files in an electronic form that can be produced by the Plan Manager's system without special modification and that will be readable by the District. The Plan Manager shall keep all District Property confidential, and shall not use, publish, discuss, disclose, or communicate District Property to third parties, except as necessary to perform its obligations under this Agreement, and in accordance with this Agreement. This provision shall survive termination of this Agreement.

B. The Plan Manager's Property.

All Systems created by the Plan Manager in the performance of its duties and activities under this Agreement shall belong to and remain the property of the Plan Manager. "**Systems**" as used herein shall include data processing, databases, computer programs, computer equipment, formats, management protocols and operation documentation and internal reports of the Plan Manager pertaining to the Self-Insured Plan. This includes Systems for the administration, accounting, underwriting, risk management, cost containment and safety programs and services, and management systems developed by the Plan Manager for the Self-Insured Plan or in connection with the performance of its services hereunder. This provision shall survive termination of this Agreement.

IX. **MISCELLANEOUS.**

A. **Independent Contractor.**

The Plan Manager shall be an independent contractor and not an employee, agent, or servant of the District. The Plan Manager's employees shall be considered the Plan Manager's employees for all purposes and Plan Manager alone shall be responsible for their work, personal conduct, direction, and compensation. The District shall not be responsible for withholding taxes with respect to the Plan Manager's compensation and the Plan Manager shall be solely responsible to pay all applicable taxes from such compensation, including any compensation owed to its employees.

B. **Entire Agreement.**

This Agreement supersedes any and all other agreements either oral or in writing between the parties hereto.

C. **Assignment.**

Neither this Agreement nor any duties or obligation hereunder shall be assignable by the Plan Manager without the prior written consent of the District. In the event of an assignment by the Plan Manager to which the District has consented, the assignee or his legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations and agreements contained herein.

D. **Governing Law.**

The laws of the State of New York shall govern the validity of this Agreement, any of its terms or provisions, and the rights and duties of the parties hereunder.

E. **Amendment.**

This Agreement may be amended by the mutual written agreement of the parties to be attached to and incorporated into this Agreement.

F. **Legal Construction.**

This Agreement was negotiated by sophisticated parties at arm's length and shall be construed as if drafted jointly by the parties. No presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of its provisions. Any waiver of any other term, condition, or provision of this Agreement will not constitute a waiver of any other term, condition, or provision, nor will a waiver of any breach of a term, condition, or provision constitute a waiver of any subsequent or succeeding breach.

G. **Effect of Invalidity.**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

H. **Notices.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed by certified or registered mail, or by

nationally recognized overnight carrier, return receipt requested, to the respective party at the addresses set forth below, on the date received or rejected:

If to the District:

South Country Central School District
189 North Dunton Avenue
East Patchogue, NY 11772
Attention: Sam Gergis, Asst. Superintendent

If to the Plan Manager:

Wright Risk Management Company
333 Earle Ovington Boulevard, Suite 505
Uniondale, NY 11553-3624
Attention: Eric Hartcorn, Vice President, Workers' Compensation

or to such other person and address as either party may designate by notice to the other.

I. **Headings.**

The headings to the various sections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the expressed provisions of this Agreement.

J. **Counterparts; Facsimiles.**

This Agreement may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same Agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

By: _____
Name:
Title:

WRIGHT RISK MANAGEMENT COMPANY, LLC

By: _____
Name:
Title:





ADDENDUM TO MANAGEMENT AGREEMENT (this “**Addendum**”), dated July 1, 2015 (“**Effective Date**”), between the South Country Central School District (the “**District**”) and Wright Risk Management Company, LLC (the “**Plan Manager**”).

RECITALS

WHEREAS, the District and the Plan Manager desire to enter into a management agreement (“**Agreement**”), dated July 1, 2015, for the Plan Manager to provide workers’ compensation administration services, on the terms and conditions provided in that Agreement, as modified by this Addendum;

NOW, THEREFORE, the parties hereby agree to add and/or amend the following provisions to the Agreement, as if incorporated therein:

1. The following sentence is added to the end of Section II.D:

The District shall have the right to use counsel of its own choice.

2. The payment procedure referenced in Section II.H of the Agreement shall be as follows:

The Plan Manager will prepare payment documentation for expenses to be paid for by Plan Manager. The Plan Manager shall be responsible for printing, signing, and distributing checks in accordance with the payment documentation. The cost of materials and postage for printing and distributing checks shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

3. The following sentence is added to the end of Section II.I:

The District shall have the right to use counsel of its own choice.

4. Section II.J is replaced with the following:

The Plan Manager will track medical services subject to the Department of Health (“**DOH**”) surcharges mandated by Public Health Law Section 2807, direct payment of applicable surcharges, and file all necessary forms with the DOH on a monthly or as needed basis.

5. Section II.L is replaced with the following:

The Plan Manager will process for payment amounts assessed on the District by the WCB following review and approval of such amounts by the District.

6. Section VII. TERMINATION is replaced with the following:

Either party may terminate this contract upon thirty (30) days advance written notice.

7. The District shall pay an annual management fee of \$14,790.00 to Plan Manager for services for the period from July 1, 2015 to June 30, 2016, in twelve equal monthly installments.
8. The Plan Manager shall procure excess workers' compensation insurance for the District at the District's expense and shall be the Broker of Record for the District with respect to such coverage.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date.

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

By: _____

Name:

Title:

WRIGHT RISK MANAGEMENT COMPANY, LLC

By: _____

Name: Eric Hartcorn

Title: Vice President, Workers' Compensation



Fitzharris & Company

A Division of Brown & Brown of NY, Inc.

333 Earle Ovington Blvd
 Uniondale, NY 11553
 516-944-2823

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

	<u>Policy term</u>	<u>Company</u>	<u>A.M. BEST RATING</u>	<u>est. Payroll</u>	<u>Rate</u>	<u>Premium</u>	<u>% + -</u>	<u>SIR</u>	<u>Cash Flow</u>
Current	7/1/2014 - 7/1/2015	USSU / State National Ins. Co. Inc.	A (VIII Excellent)	\$51,914,710	\$0.0755	\$39,196	n/a	\$750,000	200K
Proposed	7/1/2015 - 7/1/2016	USSU / State National Ins. Co. Inc.	A (VIII Excellent)	\$49,658,546	\$0.0791	\$39,280	0.22%	\$750,000	200K
					4.77%				

DECLINATIONS

<u>Company</u>	<u>A.M. BEST RATING</u>	<u>Reason for declination</u>
AmericanSafety National Insurance Company	A+ (XIII)	Non competitive/minimum premium
Midwest Employers Casualty	A+ (XV)	Non competitive quote

Renewal Proposal Prepared for:
 South Country C.S.D.

OK to Bind with \$ _____ K SIR

X _____
 Print Name : _____
 Title : _____

J. J. STANIS and COMPANY, INC.

377 Oak Street, Suite 406 • Garden City, New York 11530

Phone 516 • 465 • 3900 Fax 516 • 465 • 3920

www.jjstanisco.com

June 16, 2015

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

Re: Medical Reimbursement Plan 7/1/2015 Renewal

Dear Mr. Gergis,

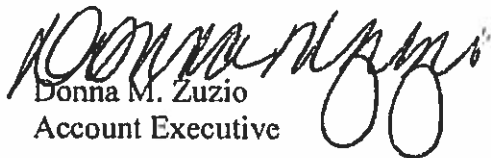
Our office administers the Medical Reimbursement Plan for South Country CSD. The benefit level change from \$450.00 to \$500.00 will go into effect on 7/1/2015.

We will continue the administration fee of \$4.00 per claim. This will be billed twice a year when the check runs are done (January 15th and June 15th).

If you have any questions please feel free to contact me at 516.465.3926.

Thank you for your continued support and we look forward to servicing your account in the upcoming year.

Sincerely,


Donna M. Zuzio
Account Executive

Cc: Melissa Itkin – Account Manager

Briggs, MaryBeth

From: Donna Zuzio <dzuzio@jjstanisco.com>
Sent: Tuesday, June 16, 2015 11:18 AM
To: Briggs, MaryBeth
Subject: RE: Renewals

Hi Mary Beth,

I will have the Medical Reimbursement renewal for you tomorrow. It will be a rate pass.

The Group Life does not renew until 11/1/2015 and the Flex renews 1/1/2016.

Thank you

Donna M. Zuzio
Account Executive

J.J. Stanis and Company, Inc.
377 Oak Street, Suite 406
Garden City, NY 11530

****Please note our new address****

Phone: (516) 465-3926

Fax #: (516) 465-3920

Email: dzuzio@jjstanisco.com

Website: www.jjstanisco.com

Ask me about our SOC1 Report over Third Party Administration Services

Specializing in employee insurance benefits including: Group Life, Group LTD, STD Vision, Dental, Group Health Student Accident, Flex Spending, Third Party Administration and Individual Financial Planning Services.

Note: Privileged/Confidential Information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone. In such case, you should destroy this message and notify us immediately. If you or your employer does not consent to Internet email messages of this kind, please advise us immediately. Opinions, conclusions, and other information expressed in this message are not given or endorsed by this firm unless otherwise indicated by an authorized representative independent of this message.

From: Briggs, MaryBeth [<mailto:MBriggs@southcountry.org>]
Sent: Tuesday, June 16, 2015 11:11 AM
To: Donna Zuzio
Subject: Renewals

Donna,

I need renewal paperwork on Goup Life, Flex and Medical Reimbursement for our Reorganization meeting which is July 1. Please send me the renewal stuff via email and then mail out hardcopies so I can get this on the agenda.

Thanks,

Mary Beth Briggs
Secretary to the Assistant Superintendent for Business
South Country Central School District
189 Dunton Avenue
East Patchogue, NY 11772
(631)730-1544
mbriggs@southcountry.org



**STUDENT ACCIDENT INSURANCE PROPOSAL
2015-2016**

PREPARED FOR:

**SOUTH COUNTRY CSD
189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772**

PRESENTED BY:

JUDY DICORCIA
SCHOOL ACCOUNT EXECUTIVE
631.472.8453 – DIRECT DIAL
631.472.8486 – DIRECT FAX
jdicorcia@edwardsandco.net

JUNE 18, 2015

*Consult policy for actual terms and conditions. If there is a conflict between this proposal and policy (ies), the policy provisions will prevail.
Any questions regarding this proposal should be directed to Edwards and Company*

South Country CSD Student Accident Insurance

Pupil Benefits Plan – coverage “R”

Plan Maximum Benefit per claim:	\$50,000
Accidental Death, Dismemberment, Loss of Sight:	\$5,000-\$5,000-\$10,000
Benefit Period:	3 years
Deductible per claim:	none
Hospital and Medical Services: (includes: xray, mri, lab, chiropractic, physiotherapy, orthopedic appliances, drugs)	100% of Usual & Customary fees
Dental Benefits:	\$50,000 \$1,000 open dental benefits (treatment extends over 12 months)

2015-2016 rate per student: \$29.85 per student (expiring rate = \$29.85 per student)

Annual premium: \$ 137,607.50 based on expected enrollment provided of 4610

South Country CSD

Catastrophic Student Accident Insurance AIG/National Union Fire

Accidental Medical Expense Benefit:	\$ 1,000,000
Deductible – incurral period 2 years:	\$ 50,000
Catastrophic Cash Benefit – death, paralysis, coma:	\$ 500,000
Maximum Benefit Period:	10 years
Policy Premium:	\$ 8,620.00
*expiring premium was \$8,493.00	



May 20, 2015

Mr. Ken Aldrich
Acting Assistant Supt for Business
South Country CSD
189 North Dunton Avenue
East Patchogue, NY 11772

Re: New York Schools Insurance Reciprocal
Binder of Insurance
Effective: 07/01/2015 – 07/01/2016

Dear Mr. Aldrich:

Please find enclosed in this folder:

- A binder of insurance for the 2015 policy year. This serves as evidence of the renewal of the insurances provided by NYSIR, until the issuance of the policies.
- The annual invoice for the insurance policies. Please remit your payment as per the terms and instructions on the invoice.
- Automobile Vehicle Identification Cards in duplicate. Place one copy in the corresponding vehicle. Retain the other for your records.

Please keep your NYSIR renewal insurance documents in this folder until the renewal policies are issued and delivered to the district.

Please call either myself or your NYSIR Client Services Representative listed below should you have any questions. Thank you for your continued support of the New York Schools Insurance Reciprocal.

Sincerely,

A handwritten signature in black ink that reads "Frederick S. Black".

Frederick S. Black
NYSIR Underwriting Manager

CSR: Mary DeSantis
E-mail: mdesantis@wrightinsurance.com
Direct Line: 516-750-9379

Enclosure

NEW YORK SCHOOLS INSURANCE RECIPROCAL

333 EARLE OVINGTON BOULEVARD | SUITE 505 | UNIONDALE, NEW YORK 11553
1.800.476.9747 | FAX 516.227.2352 | WWW.NYSIR.ORG

INSURANCE BINDER

Date: 5/19/201

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM

PRODUCER: NEW YORK SCHOOLS INSURANCE RECIPROCAL
 PHONE (A/C, No, Ext): 516 - 227-3355
 COMPANY: NYSIR
 BINDER #

NEW YORK SCHOOLS INSURANCE RECIPROCAL
 333 Earle Ovington Blvd.
 Uniondale NY, 11553

DATE	EFFECTIVE TIME	DATE	EXPIRATION TIME
07/01/2015	12:01 AM	07/31/2015	12:01 AM

CODE: SUB CODE:

AGENCY CUSTOMER ID #: INSURED
 South Country CSD
 189 North Dunton Avenue
 East Patchogue, NY 11772


THIS BINDER IS ISSUED TO EXTEND COVERAGE ON THE ABOVE NAMED COMPANY PER EXPIING POLICY #:
 SSPSOC001 ECLSOC001 CAPSOC001 SBLSOC001

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)

COVERAGES

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY	ALL RISK, AGREED AMOUNT, BLANKET	\$5,000	90%	\$241,937.91
<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC				
<input checked="" type="checkbox"/> INLAND MARINE	AS PER SCHEDULE ON FILE WITH COMPANY	PER SCHEDULE		PER SCHEDULE
	* \$1,000 Deductible for EDP Mechanical Breakdown			
GENERAL LIABILITY				
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		EACH OCCURRENCE		\$1,000,000
<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		FIRE DAMAGE (Any one fire)		\$1,000,000
<input checked="" type="checkbox"/> LIMITED POLLUTION	\$1,000,000 OCCUR / \$1,000,000 AGG /	MED EXP (Any one person)		\$10,000
<input type="checkbox"/> STUDENT PROFESSIONAL		PERSONAL & ADV INJURY		\$1,000,000
<input checked="" type="checkbox"/> EMPLOYEE BENEFITS	\$1,000,000 OCCUR / \$2,000,000 AGG / \$1,000 DEDUCTIBLE	GENERAL AGGREGATE		UNLIMIT
		PRODUCTS - COMP/OP AGG		\$1,000,0
AUTOMOBILE LIABILITY		COMBINED SINGLE LIMIT		\$1,000,000
<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)		
<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per Accident)		
<input type="checkbox"/> SCHEDULED AUTOS		PROPERTY DAMAGE		
<input checked="" type="checkbox"/> HIRED AUTOS		MEDICAL PAYMENTS		\$10,000
<input checked="" type="checkbox"/> NON-OWNED AUTOS		PERSONAL INJURY PROTECT.		\$150,000
<input checked="" type="checkbox"/> GARAGE LIABILITY	\$1,000,000 OCCURRENCE	UNINSURED MOTORIST		\$500,000
<input checked="" type="checkbox"/> GARAGE KEEPER'S LIABILITY	\$80,000 OCCURRENCE	OPTIONAL BASIC ECON. LOSS		\$25,000
AUTO PHYSICAL DAMAGE	DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input checked="" type="checkbox"/> SCHEDULED VEHICLES	<input checked="" type="checkbox"/> ACTUAL CASH VALUE		
<input checked="" type="checkbox"/> COLLISION:	PER SCHEDULE	STATED AMOUNT		
<input checked="" type="checkbox"/> OTHER THAN COL:	PER SCHEDULE	<input type="checkbox"/> OTHER		
SCHOOL BOARD LEGAL LIABILITY		OCCURRENCE		\$1,000,000
		AGGREGATE		\$3,000,000
		DEDUCTIBLE		\$2,500
EXCESS LIABILITY		EACH OCCURENCE		\$25,000,000
<input type="checkbox"/> UMBRELLA FORM		AGGREGATE		UNLIMIT
<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE: 07/01/1989	SCHOOL BOARD AGGREGATE		\$25,000,000
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		STATUTORY LIMITS		
		EACH ACCIDENT		
		DISEASE - EACH EMPLOYEE		
		DISEASE - POLICY LIMIT		
SPECIAL CONDITIONS/ OTHER COVERAGES	BOILER & MACHINERY - \$100,000,000 OCCURRENCE / \$1,500,000 EXTRA EXPENSE / \$1,000 DEDUCTIBLE	FEES		
		TAXES		
		ESTIMATED TOTAL PREMIUM		

NAME & ADDRESS

MORTGAGEE: _____
 LOSS PAYEE: _____
 LOAN #: _____
 AUTHORIZED REPRESENTATIVE: 



**SERVICE AGREEMENT BETWEEN THE SOUTH COUNTRY CENTRAL
SCHOOL DISTRICT (DISTRICT) AND SCHOOL AID SPECIALISTS
MANAGEMENT SERVICES, LLC (SAS)**

Services: For the 2015-16 school year, School Aid Specialists (SAS) will provide technical assistance and oversight of the District's state aid and Medicaid claims including but not limited to reviewing special education claims for school age students as well as all ST-3 and SA-100 (Forms' A&F) submittals which impact state aid. In addition, SAS shall also review all building project submittals. SAS will use its best efforts to maximize funding on behalf of the District pursuant to this agreement.

Service Fees: SAS shall receive an annual fee of \$10,000 for this service payable in two equal installments on August 1, 2015 and on January 2, 2016. In addition, if SAS can document to the District an increase in state aid and Medicaid funding over that which is initially submitted by the District then SAS shall be entitled to an additional payment of 15% of the aid generated when the aid is received by the district.

SAS shall not bill for any additional expenses or fees.

Respectfully submitted,

School Aid Specialists
P.O. Box 762
Guilderland, NY 12084-0762

Authorization to Proceed

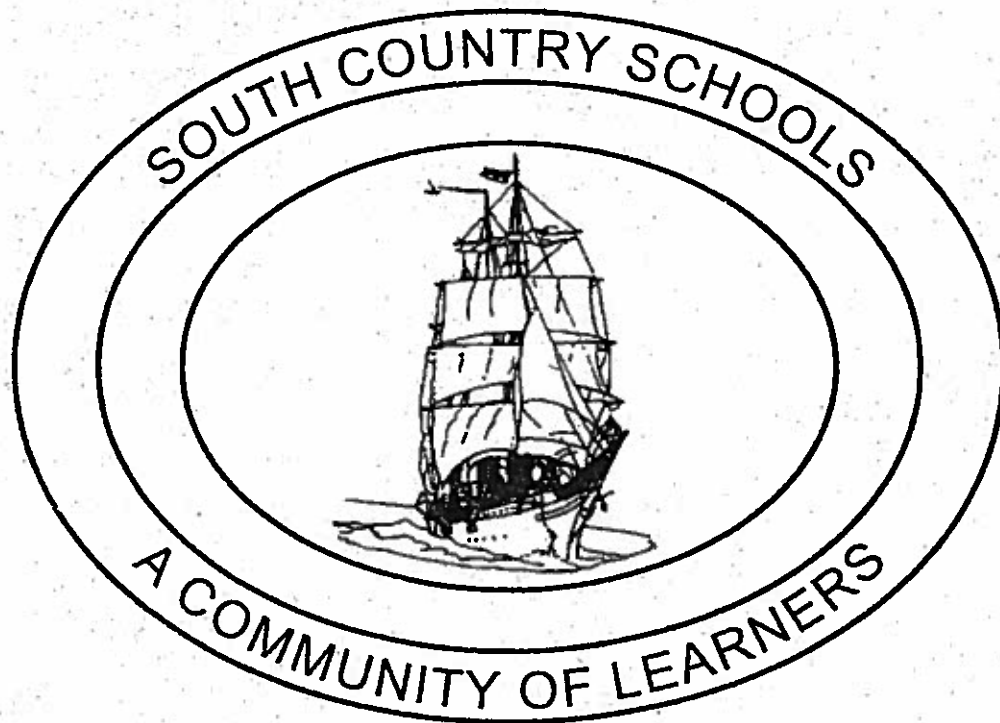
(Name)

(Title)

(Date)

***SOUTH COUNTRY
CENTRAL SCHOOL DISTRICT***

CODE OF CONDUCT



A TRADITION OF QUALITY...A FUTURE OF EXCELLENCE

**SOUTH COUNTRY CENTRAL SCHOOL
DISTRICT
East Patchogue, New York, 11772**

BOARD OF EDUCATION

Chris Picini
President

Carol Herrmann
Vice-President

Rocco DeVito

Lisa Di Santo Grossman

Antoinette Huffine

Julio Morales

Robert Powell

Danielle Skelly

Allison Stines

SUPERINTENDENT OF SCHOOLS

Dr. Joseph Giani

Code of Conduct

Introduction

The South Country Central School District Board of Education is committed to providing a safe and orderly school environment where students may receive and district personnel may deliver quality educational services without disruption or interference. Responsible behavior by students, teachers, other district personnel, parents and other visitors is essential to achieving this goal.

The district has a long-standing set of expectations for conduct on school property and at school functions. These expectations are based on the principles of civility, mutual respect, citizenship, character, tolerance, honesty and integrity.

The Board of Education recognizes the need to clearly define these expectations for acceptable conduct on school property, to identify the possible consequences of unacceptable conduct, and to ensure that discipline when necessary is administered promptly and fairly. To this end, the Board adopts this code of conduct.

Unless otherwise indicated, this code applies to all students, school personnel, parents and other visitors when on school property of attending a school function.

Code of Conduct

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I. Definitions & Student Rights/Responsibilities

For purposes of this code, the following Dignity for All Students Act statutory definitions apply:

“Gender” means actual or perceived sex and shall include a person’s gender identity or expression.

“Gender expression” is the manner in which a person represents or expresses gender to others, often through behavior, clothing, hairstyle, activities, voice or mannerisms.

“Gender identity” is one’s self-conception as being male or female, as distinguished from actual biological sex or sex assigned at birth.

“Parent” means parent, guardian or person in parental relation to a student.

“School property” means in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of ~~a~~the District’s public elementary or secondary schools, or in or on a school bus, as defined in the Vehicle and Traffic Law.

“School function” means any school-sponsored extra-curricular event or activity regardless of where such event or activity takes place, including those events or activities that take place in another state.

“Sexual orientation” means actual or perceived heterosexuality, homosexuality or bisexuality.

“Violent student” means a student under the age of 21 who:

1. Commits an act of violence upon a school employee, or attempts to do so.
2. Commits, while on school property or at a school function, an act of violence upon another student or any other person lawfully on school property or at the school function, or attempts to do so.
3. Possess, while on school property or at a school function, a weapon.
4. Displays, while on school property or at a school function, what appears to be a weapon.
5. Threatens, while on school property or at a school function, to use a weapon.
6. Knowingly and intentionally damages or destroys the personal property of any school employee or any person lawfully on school property or at a school function.
7. Knowingly and intentionally damages or destroys school district property.

“Weapon” means a firearm as defined in 18 USC §921 for purposes of the Gun-Free Schools Act. It also means any other gun, BB gun, pistol, revolver, shotgun, rifle, machine gun, disguised gun, dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutters, cane sword, electronic dart gun, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, explosive or incendiary bomb, or other device, instrument, material or substance that can cause physical injury or death when used to cause physical injury or death.

“Discrimination” means discrimination against any student by a student or students and/or an employee or employees on school property or at a school function, including, but not limited to, discrimination based on a person’s actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex.

Cyberbullying means harassment or bullying as defined in this Section and in Education Law Section 11, where such harassment or bullying occurs through any form of electronic communication.

Harassment or Bullying means the creation of a hostile environment by conduct or by threats, intimidation or abuse, including cyberbullying that (a) has or would have the effect of unreasonably and substantially interfering with a student’s educational performance, opportunities or benefits, or mental, emotional and/or physical well-being; including conduct, threats, intimidation, or abuse that reasonably causes or would reasonably be expected to cause emotional harm; or (b) reasonably causes or would reasonably be expected to cause physical injury to a student or cause a student to fear for his or her physical safety.

Acts of harassment and bullying shall include, but not be limited to, those actions based upon a person’s actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex. Such conduct, threats, intimidation or abuse includes acts of harassment and/or bullying that occur: (1) on school property; and or (2) at a school function; and/or (3) off school property where such acts create or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property. For purposes of this definition, threats, intimidation or abuse shall include verbal and non-verbal acts.

“Emotional Harm” within the context of harassment or bullying means harm to a student’s emotional well-being through creation of a hostile school environment that is so severe or pervasive as to reasonably and substantially interfere with a student’s education.

A. Student Rights

The district is committed to safeguarding the rights given to all students under state and federal law. In addition to those rights, all district students have the right to the following under the District’s policy:

1. A safe, healthy, orderly and civil school environment.
2. Take part in all district activities on an equal basis regardless of age, race, religion, color, national origin, gender, sexual orientation or disability.
3. Be protected from intimidation, abuse, threats, harassment or discrimination based on actual or perceived race, color, weight, national origin, ethnic group, religion, or religious practice, sex, gender, gender identity, sexual orientation, or disability by employees or students on school property or at a school-sponsored event, function or activity.
4. Present their version of the relevant events to school personnel authorized to impose a disciplinary penalty as in connection with the imposition of the penalty.
5. Access school rules and, when necessary, receive an explanation of those rules from school personnel.
6. Address the Board of Education on the same terms as any citizen.

B. Student Responsibilities

All district students have the responsibility to:

1. Contribute to maintaining a safe and orderly school environment that is conducive to learning.
- ~~2.~~ Respect one another and treat others fairly in accordance with the District Code of Conduct and the provisions of the Dignity Act, regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, or sexual orientation, gender, including gender expression and identity or actual or perceived sex. To conduct themselves in a manner that fosters an environment that is free from intimidation, harassment, bullying or discrimination. To report and encourage others to report any incidents of intimidation, harassment, bullying or discrimination.
- ~~2-3.~~ Refrain from engaging in discrimination, bullying and or harassment against any student or engaging any other conduct that would unreasonably and substantially interfere with a student’s educational performance, opportunities or benefits, or mental, emotional and/or physical well-being; or would reasonably cause or would reasonably be expected to cause a student to fear for his/her physical safety.
- ~~3-4.~~ Show respect to other persons and to property.
- ~~4-5.~~ Be familiar with and abide by all district policies, rules and regulations.
- ~~5-6.~~ Attend school every day unless they are legally excused and be in class, on time, and prepared to learn.
- ~~6-7.~~ Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement.
- ~~7-8.~~ React to direction given by teachers, administrators and other school personnel in a respectful positive manner.
- ~~8-9.~~ Utilize anger management strategies to support a positive learning environment.
- ~~9-10.~~ Ask questions when they do not understand.
- ~~10-11.~~ Seek help in solving problems that might lead to discipline.
- ~~11-12.~~ Accept responsibility for their actions.
- ~~12-~~ Conduct themselves as representatives of the district when participating in or attending school-sponsored extra-curricular events and to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.
13. Make constructive contributions to their school and to report objectively the circumstances of school-related issues.
14. Utilize time management techniques to balance academic and extra-curricular responsibilities.

II. Essential Partners

Students in the South Country School District are provided with an educational opportunity that promotes success. Through the ongoing collaborative efforts of the Board of Education, Superintendent, parents, teachers, administrators, and support services personnel we are capable of providing our children with the tools they need to achieve in the 21st century. As the “Essential Partners” our roles are interdependent. Each of us plays a vital part in assisting the children in reaching their fullest potential. The partnership works best when the lines of communication are kept flowing. The South Country School District welcomes and encourages frequent dialogue between all the partners. It is important that the essential partners respect each other for his or her opinion, contributions, and ideas. As essential partners, we find ourselves providing so much more than simply an environment for learning. Today, our children face many challenges and the essential partners “wear many hats”. Not only do we support, nurture, and befriend our children, we have an additional charge to teach students the necessary life skills, such as responsibility and accountability. Together, we are able to create an environment where students will always flourish and continue to be enriched.

A. PARENTS, GUARDIANS, OR PERSONS IN PARENTAL RELATION TO A STUDENT

All parents, guardians, or persons in parental relation to a student are expected/encouraged to:

1. Recognize that the education of their child(ren) is a joint responsibility of the parents and the school community.
2. Send their children to school ready to participate and learn.
3. Ensure their children attend school regularly and on time.
4. Ensure absences are excused and kept to a minimum.
5. Insist their children be dressed and groomed in a manner consistent with the student dress code.
6. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
7. Know school policies, rules, academic department policies, and help their children understand them.
8. Convey to their children a supportive attitude toward education and the district.
9. Build good relationships with teachers, other parents and their children's friends.
10. Help their children deal effectively with peer pressure.
11. Inform school officials of changes in the home situation that may affect student conduct or performance.
12. Provide a place for study and ensure homework assignments are completed.
13. Teach their children respect and dignity for themselves, and other students, regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, gender identity, which will strengthen the child's confidence and promote learning in accordance with the Dignity for All Students Act.
14. Communicate with teachers first to resolve issues that may arise in the classroom.
15. Provide the educational environment necessary for students to develop time management skills.

B. TEACHERS

All district teachers are expected/encouraged to:

1. Promote a safe, orderly and stimulating school environment which supports active teaching and learning.
- ~~2. Maintain a climate of mutual respect and dignity which will strengthen students' self-concept and promote confidence to learn.~~
- ~~3. Be prepared to teach.~~
- ~~4. Demonstrate interest in teaching and concern for student achievement.~~
- ~~5. Know school policies, rules, academic department policies, and enforce them in a fair and consistent manner.~~
- ~~6. Communicate to students and parents:~~
 - a. Course objectives and requirements
 - b. Marking/grading procedures
 - c. Assignment deadlines
 - d. Expectations for students
 - e. Classroom discipline plan
- ~~7. Communicate regularly with students, parents and other teachers concerning growth and achievement.~~
- ~~8. Provide the educational environment necessary for students to develop time management skills.~~
- ~~9. Maintain a climate of mutual respect and dignity for all students, regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and including gender identity and impression, or actual or perceived sex, which will strengthen the child's confidence and promote learning in accordance with the Dignity for All Students Act.~~
- ~~10. Confront issues of discrimination, bullying and harassment or in any situation that threatens the emotional or physical health and safety of any students, school employee or any person who is lawfully on school property or at a school function.~~
- ~~11. Address personal biases that may prevent equal treatment of all students in the school or classroom setting~~
11. Report any incident of discrimination, bullying and harassment that are witnessed or otherwise brought to a teacher's attention to the building administrator and/or Dignity Act Coordinator in a timely manner.
12. Refrain from engaging in discrimination, bullying and or harassment against any student or any other conduct that would unreasonably and substantially interfere with a student's educational performance, opportunities or benefits, or mental, emotional and/or physical well-being; or would reasonably cause or would reasonably be expected to cause a student to fear for his/her physical safety.

C. PROFESSIONAL SUPPORT STAFF (Guidance Counselors, Social Workers, Psychologists, Nurses)

All district support staff are expected/encouraged to:

1. Promote a safe, orderly and stimulating school environment which supports active teaching and learning.

2. Maintain a climate of mutual respect and dignity for all students, regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and-including gender identity and expression, or actual or perceived sex which will strengthen the child's confidence and promote learning in accordance with the Dignity for All Students Act.
3. Report any incident of discrimination and harassment that are witnessed or otherwise brought to the individual's a teacher's attention to the building administrator and/or Dignity Act Coordinator in a timely manner.
4. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
5. Initiate teacher/student/counselor conferences and parent/teacher/student/counselor conferences, as necessary, as a way to resolve problems.
6. Regularly review with students their educational progress and career plans.
7. Provide information to assist students with career planning.
8. Encourage students to benefit from the curriculum and extra-curricular programs.
9. Assist/guide students transitioning from building to building and from one grade to another.
10. Know school policies, academic department policies, rules, and enforce them in a fair and consistent manner.
11. Provide the educational environment necessary for students to develop time management skills.
12. Confront issues of discrimination, bullying and harassment or any situation that threatens the emotional or physical health and safety of any students, school employee or any person who is lawfully on school property or at a school function.
13. Refrain from engaging in discrimination, bullying and or harassment against any student or any other conduct that would unreasonably and substantially interfere with a student's educational performance, opportunities or benefits, or mental, emotional and/or physical well-being; or would reasonably cause or would reasonably be expected to cause a student to fear for his/her physical safety.

D. SUPPORT PERSONNEL (Teacher Assistants/Associates, Clerical, Custodial, Bus Drivers, Community Aides)

All district support personnel are expected/encouraged to:

1. Promote a safe, orderly and stimulating school environment which supports active teaching and learning.
- ~~2.~~ 2. Maintain a climate of mutual respect and dignity for all students, regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and-including gender identity or expression, or actual or perceived sex, which will strengthen the child's confidence and promote learning in accordance with the Dignity for All Students Act.
- ~~2-3.~~ 2-3. Confront issues of discrimination, bullying and harassment or any situation that threatens the emotional or physical health and safety of any students, school employee or any person who is lawfully on school property or at a school function.
- ~~3-4.~~ 3-4. Report any incident of discrimination and harassment ~~that are~~ witnessed or otherwise brought to the individual's a teacher's attention to the building administrator and/or Dignity Act Coordinator in a timely manner.
- ~~4-5.~~ 4-5. Know school policies, rules, academic department policies, and enforce them in a fair and consistent manner.
- ~~5-6.~~ 5-6. Communicate regularly with school personnel regarding student progress.
- ~~6-7.~~ 6-7. Demonstrate interest in the learning process and concern for student achievement.
8. Provide the educational environment necessary for students to develop time management skills.
9. Refrain from engaging in discrimination, bullying and or harassment against any student or any other conduct that would unreasonably and substantially interfere with a student's educational performance, opportunities or benefits, or mental, emotional and/or physical well-being; or would reasonably cause or would reasonably be expected to cause a student to fear for his/her physical safety.

E. PRINCIPALS/DIRECTORS/ASSISTANT PRINCIPALS

All district principals/directors/assistant principals are expected/encouraged to:

1. Promote a safe, orderly and stimulating school environment which that supports active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, including gender identity and expression or actual or perceived sex.
2. Maintain a climate of mutual respect and dignity for all students, regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, including -and gender identity and expression or actual or perceived sex, which will strengthen the child's confidence and promote learning in accordance with the Dignity for All Students Act.
- ~~2-3.~~ 2-3. Confront issues of discrimination, bullying and harassment or any situation that threatens the emotional or physical health and safety of any students, school employee or any person who is lawfully on school property or at a school function.

- ~~3-4.~~ Report and/or where appropriate follow up on any incident of discrimination, bullying and harassment that are witnessed or otherwise brought to the attention of a principal, director and/or assistant principal a principal's attention in a timely manner.
- 4-5. Ensure that students and staff have the opportunity to communicate regularly with the principal and approach the principal for redress of grievances.
- ~~5-6.~~ Evaluate on a regular basis all instructional programs as well as state assessments.
- ~~6-7.~~ Support the development of, student participation in, appropriate extra-curricular activities.
- ~~7-8.~~ Be responsible for enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
- ~~8-9.~~ Communicate regularly with students, parents, and staff concerning growth and achievement.
- ~~9-10.~~ Know school policies, rules, regulation, and academic department policies, and enforce them in a fair and consistent manner.
- 11. Provide the educational environment necessary for students to develop time management skills.
- 12. Refrain from engaging in discrimination, bullying and or harassment against any student or any other conduct that would unreasonably and substantially interfere with a student's educational performance, opportunities or benefits, or mental, emotional and/or physical well-being; or would reasonably cause or would reasonably be expected to cause a student to fear for his/her physical safety.

F. SUPERINTENDENT

The superintendent is expected/encouraged to:

- 1. Promote a safe, orderly and stimulating school environment supportive of active teaching and learning and, free from intimidation, discrimination, bullying or harassment, regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, including gender identity and expression or actual or perceived sex, which supports active teaching and learning.
- 2. Maintain a climate of mutual respect and dignity for all students, regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, including gender identity or expression, or actual or perceived sex, which will strengthen the child's confidence and promote learning in accordance with the Dignity for All Students Act.
- 3. Confront issues of discrimination, bullying and harassment or any situation that threatens the emotional or physical health and safety of any students, school employee or any person who is lawfully on school property or at a school function.
- ~~2-4.~~ Appoint a Dignity Act Coordinator in each District building.
- ~~3-5.~~ Review with district administrators the policies of the Board of Education and state and federal laws relating to school operations and management.
- ~~4-6.~~ Inform the Board of Education about educational trends relating to student discipline.
- ~~5-7.~~ Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs.
- ~~6-8.~~ Work with district administrators in enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
- 9. Know school policies, rules, regulation, and academic department policies, and enforce them in a fair and consistent manner.
- 10. Refrain from engaging in discrimination, bullying and or harassment against any student or any other conduct that would unreasonably and substantially interfere with a student's educational performance, opportunities or benefits, or mental, emotional and/or physical well-being; or would reasonably cause or would reasonably be expected to cause a student to fear for his/her physical safety.

G. BOARD OF EDUCATION

The Board of Education is expected/encouraged to:

- 1. Promote a safe, orderly and stimulating school environment which supports active teaching and learning regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, including gender identity or expression, or actual or perceived sex.
- 2. Maintain a climate mutual respect and dignity for all students, regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, including gender identity or expression, or actual or perceived sex, which will strengthen the child's confidence and promote learning in accordance with the Dignity for All Students Act.
- 3. Confront issues of discrimination, bullying and harassment or any situation that threatens the emotional or physical health and safety of any students, school employee or any person who is lawfully on school property or at a school function.
- ~~2-4.~~ Collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to develop a code of conduct that clearly defines expectations for the conduct of students, district personnel and visitors on school property and at school functions.

3.5. Adopt and review at least once a year the district's code of conduct to evaluate the code's effectiveness and the fairness and consistency of its implementation.

6. Know school policies, rules, academic department policies, and enforce them in a fair and consistent manner.

III. Student Dress Code

All students are expected to give proper attention to personal cleanliness and to dress appropriately for school and school functions. Students and their parents have the primary responsibility for acceptable student dress and appearance. Teachers and all other district personnel should exemplify and reinforce acceptable student dress and help students develop an understanding of appropriate appearance in the school setting.

The following standards of dress, grooming and appearance, including hair style/color, jewelry, make-up and nails, will be observed in all South Country Central School District schools:

1. All dress grooming and appearance must be safe, appropriate and not disruptive and must not interfere with the educational process.
2. Recognize that extremely brief garments are inappropriate and unacceptable. This may include but is not limited to the following: Tank tops, backless tops, single shoulder tops, tube tops, net tops, halter tops, spaghetti straps, exposed midriffs, plunging necklines (front or back) skirt/skorts above mid-thigh length, shorts that are excessively tight, garments that are revealing or see-through, net/mesh garments and pajamas.
3. Underwear must be completely covered with outer clothing at all times.
4. Pants must be worn at the waist.
5. Shirts must be no longer than fingertip length.
6. If worn, belts or overalls straps must be buckled.
7. Footwear must be worn at all times and must be appropriate for school activities. Footwear posing a safety hazard, as determined by law or the building principal, will not be allowed.
8. Head apparel may not be worn inside the school buildings. This includes but is not limited to hoods, hats and sunglasses.
9. Medals, medallions, jewelry with gang symbols or jewelry that may be deemed a weapon are not allowed. This includes but is not limited to rings covering multiple fingers, spiked necklaces or belts, belts with large removable buckles, chain like neckwear, ninja type stars, etc...
10. No outerwear shall be worn during the school day.
11. The wearing of any item that contains offensive or obscene symbols, signs, slogans or words denigrating any persons race, color, religion, ancestry, national origin, disability, gender or sexual orientation is not permitted.
12. The wearing of any item that contains language or symbols promoting or endorsing violence, sex, drugs, alcohol, tobacco or vandalism is prohibited.
13. The wearing of any combination of clothing which law enforcement agencies currently consider gang related (these may change) is prohibited.

Each building principal shall be responsible for informing all students and their parent(s)/guardian(s) of the Student Dress Code at the beginning of the school year and any revisions to the Dress Code which may be made during the school year. In matters of opinion, the decision of school administration is final. School administration may allow exception in special circumstances including, but not limited to, medical or religious needs, holidays or special performances, and may further prescribe dress in certain classes such as physical education, vocational classes, and science labs.

Students who violate the Student Dress Code shall be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with an acceptable item.

Parents may be notified and requested to bring appropriate articles of clothing to school.

Any student who refuses to modify his/her dress shall be subject to disciplinary measures up to and including suspension for the day.

Any student who repeatedly fails to comply with the dress code shall be subject to further disciplinary measures, up to and including out of school suspension.

IV. Prohibited Student Conduct

The following list of student misbehaviors, though not intended to be all-inclusive, is cause for disciplinary action by school authorities, whether they occur on school property or at a school function:

A. These Disciplinary actions apply to students who are engaging in conduct that is disorderly, insubordinate, and/or disruptive, such as:

1. Running in hallways.
2. Using language or gestures that is profane, loud, vulgar or abusive.
3. Engaging in any willful act which disrupts the normal operation of the school community:
 - a. Excessive noise.
 - b. Falsely activating a fire or any other disaster alarm.
 - c. Falsely reporting a bomb threat.
 - d. Obstructing vehicular or pedestrian traffic.
 - e. Trespassing – Students are not permitted in any school building or on any school grounds (or property), other than the one they attend, without permission from the administrator in charge of the building.
 - f. Bringing equipment or material to school without authorization (e.g. Walkman, tape recorder, beeper, radio, headphones, toys, or any other electronic devices that are not necessary for their educational welfare). Cellphones are permissible but cannot be used during school hours of the regular day.
 - g. Failing to comply with the lawful directions of teachers, school administrators, other school personnel, or any other person so designated by an administrator to be in charge of students, or otherwise demonstrating disrespect.
 - h. Lateness for, missing or leaving school without permission.
 - i. Cutting classes
 - j. Skipping detention
 - k. Leaving class or school premises without permission of supervising school personnel.
 - l. Driving on school grounds without proper legal license and/or authorization from appropriate school administrator.

~~4. (See BOE Policy 7370).~~

B. These Disciplinary actions apply to students who are engaging in conduct that is violent, such as:

1. Committing or eliciting/promoting an act of violence (such as hitting, punching, kicking, and scratching) upon a teacher, administrator or other school personnel.
2. Committing or eliciting/promoting an act of violence (such as hitting, punching, kicking, and scratching) upon another student or any other person lawfully on school property.
3. Engaging in harassment ~~conduct~~, bullying, verbal threats, intimidation, or abuse that reasonably causes or would reasonably be expected to cause a student to fear for his or her personal well-being.
4. “Internet bullying” (also referred to as “cyber bullying”) including the use of instant messaging, email, websites, chat rooms, text messaging, or by any other electronic means, when such interferes with the operation of the school, or infringes upon the general health, safety, and welfare of students/employees.
5. Coercion or extortion.
6. Engaging in physical or verbal sexual aggression.
7. Engaging in behavior which creates a substantial risk of, or results in, injury (e.g. committing arson or causing a riot)
8. Possessing a weapon – Authorized law enforcement officials are the only persons permitted to have a weapon in their possession while on school property or at a school function (*See BOE Policy 7360*). “Weapon” means a gun, revolver, pistol, shotgun, rifle, machine gun, disguised gun, dagger, dirk, razor, stiletto, knife, switchblade knife, gravity knife, metal knuckle knife, box cutter, cane sword, electronic dart gun, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, explosive or incendiary bomb, or other dangerous instrument that can cause physical injury or death.
9. Displaying what appears to be a weapon.
10. Threatening to use any weapon. (as defined in B8)
11. Engaging in or causing behavior on/off the school premises which can be demonstrated to affect negatively the educative process or which promotes a danger to the health, safety, morals or welfare of the school community.

C. These Disciplinary actions apply to students who are engaging in any conduct that endangers the safety, morals, health or welfare of others, such as:

1. Possessing, consuming, selling, distributing or exchanging alcoholic beverages or illegal substances or being under the influence of either as well as possessing, selling or distributing drug paraphernalia or tobacco tobacco-related paraphernalia. “Illegal substances” include inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, and any substances commonly referred to as “designer drugs”.
2. Inappropriately using or sharing prescription and over-the-counter drugs.
3. Possessing or Smoking a cigarette, cigar, pipe, ~~or Possessing or using~~ chewing tobacco, ~~or smokeless tobacco~~ or electronic cigarette (“e-cigarette”). Electronic cigarette shall include any refill, cartridge, and any other component of an electronic cigarette.
4. Acts of sexual harassment as defined in the dDistrict’s sexual harassment policy.
5. Engaging in lewd behavior or any behavior unbecoming of young adults in a public school. (e.g. excessive display of affection).

6. Using slurs based upon race, ethnicity, national origin, religion, gender as defined in Education Law Section 11(6) and District Code of Conduct, sex, sexual orientation, or disability.
7. Selling, using, or possessing obscene material.
8. Gambling.
9. Hazing, which includes any intentional or reckless act directed against another for the purpose of initiation into, affiliating with or maintaining membership in any school sponsored activity, organization, club or team.
10. Stealing the property of other students, school personnel or any other person lawfully on school property or attending a school function.
11. Lying or giving false information verbally or in writing to school personnel.

D. These Disciplinary actions apply to students who are engaging in misconduct while on a school bus.

It is crucial for students to behave appropriately while riding on district buses to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving harassment, discrimination and fighting will not be tolerated. Students waiting for buses when not on school property are expected to conduct themselves in accordance with the district's code of conduct.

E. These Disciplinary actions apply to students who are engaging in any form of academic misconduct, such as:

1. Plagiarism/copying.
2. Cheating.
3. Tampering with, changing, or altering a school record or document by any method including but not limited to computer access or other electronic means.
4. Violation of Acceptable Use Policy. (As defined by the BOE)
5. Assisting another student in any of the above actions.

V. Reporting Violations

Any student observing or having knowledge of a student possessing a weapon, alcohol, tobacco, or illegal substance on school property or at a school function shall report this information immediately to a teacher, the building principal or the superintendent.

Every effort will be made by school district personnel to protect the identity of the person reporting code of conduct violations.

The building principal will inform the superintendent immediately. Any weapons, alcohol, tobacco or illegal substances found shall be confiscated immediately, followed by notification to the parent, guardian, or person in parental relation to the student involved and the appropriate disciplinary action taken, up to and including permanent suspension and referral for prosecution.

The building principal must notify the appropriate law enforcement agency of those code violations that constitute a crime and substantially affect the order or security of a school as soon as practical, but in no event later than the close of business the day the principal learns of the violation. The notification may be made by telephone, followed by a letter mailed on the same day the telephone call is made. The notification must identify the student(s) and explain the conduct that violated the code of conduct and constituted a crime.

VI. Disciplinary Procedures and Penalties

Discipline is most effective when it deals directly with the problem at the time and place it occurs, and in a way that students view as fair and impartial. This is best accomplished when teachers utilize all the classroom management tools available. School personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the students' ability to grow in self-discipline. Handling disciplinary behavior problems at the classroom level will avoid placing undue burden on the other classroom teachers and administrators. Disciplinary action, when necessary, will be firm, fair and consistent, so as to be most effective in changing student behavior. In determining the appropriate disciplinary action, school personnel authorized to impose disciplinary penalties will consider the following:

1. The student's age.
2. The nature of the offense and the circumstances that led to the offense.
3. The student's prior disciplinary record.
4. The effectiveness of other forms of discipline.
5. Information from parents, teachers and/or others, as appropriate.
6. Other extenuating circumstances.

As a general rule, discipline will be progressive. This means that a student's first violation will usually warrant a lighter penalty than subsequent violations. This also means that the severity of a penalty will vary depending on whether the student's behavior is minimally disruptive, moderately disruptive, substantially disruptive, or violent.

A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most instances, the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using effective classroom management techniques. These techniques may include practices that involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain his or her composure and self-control in an alternative setting. Time-honored classroom management techniques do not constitute disciplinary removals for the purpose of this code.

Nothing in this section of the code of conduct abridges the customary right or responsibility of a principal to suspend a student. Further, nothing in this code abridges the customary right and responsibility of a teacher to manage student behavior in the classroom. The removal process should not become a substitute for effective classroom management.

If the conduct of a student is related to a disability or suspected disability, the student shall be referred to the Committee on Special Education and discipline, if warranted, shall be administered consistent with the separate requirements of this Code of Conduct for disciplining students with a disability. A student identified as having a disability shall not be disciplined for behavior related to his/her disability.

A. Penalties

Students who are found to have violated the district's code of conduct may be subject to the following penalties, either alone or in combination with one another. The school personnel identified after each penalty are authorized to impose that penalty, consistent with the student's right to due process. These include:

1. Verbal warning – any member of the district staff.
2. Written notification to parent – teachers, principal or designee, assistant principal, superintendent.
3. Detention – teachers, assistant principal, principal or designee, superintendent.
4. Suspension from transportation – principal or designee, Director of Transportation, superintendent, Board of Education.
5. Suspension from athletic participation – principal or designee, superintendent, Board of Education.
6. Suspension from social or extracurricular activities – principal or designee, superintendent.
7. Suspension of other privileges – principal or designee, superintendent.
8. In-school suspension – principal or designee, superintendent.
9. Removal from classroom – teachers, principal or designee, superintendent.
10. Short-term (five days or less) suspension from school – principal or designee, superintendent, Board of Education.
11. Long-term (more than five days) suspension from school- superintendent, Board of Education.
12. Permanent suspension from school – superintendent, Board of Education.
13. Referral to Assistant Principal – teacher, school personnel.
14. Confiscation – teachers, principal or designee, assistant principal, superintendent.
15. Teacher Discretion.
16. Principal's Hearing – assistant principal.
17. Superintendent's Hearing – principal, Board of Education.
18. Police Contact – principal or designee, assistant principal.

B. Procedures

The amount of due process a student is entitled to before a penalty is imposed will depend on the type of penalty being imposed. In all cases, regardless of the penalty imposed, the school personnel authorized to impose the penalty must let the student know what misconduct the student is alleged to have committed, and must investigate the facts surrounding the alleged misconduct. All students will have an opportunity to present their version of the facts to the school personnel imposing the disciplinary penalty in connection with the imposition of the penalty.

Students who are to be given penalties other than a verbal warning, written warning, written notification to their parents or detention are entitled to additional rights before the penalty is imposed. These additional rights are explained below.

1. Detention

Teachers, principals or designees, and the superintendent may use after school detention as a penalty for student misconduct in situations where removal from the classroom or suspension would be inappropriate. Detention will be imposed as a penalty only

after the student's parent has been notified *by school personnel* to confirm that there is no parental objection to the penalty and the student has appropriate transportation home following detention.

2. Suspension from transportation

If a student does not conduct himself/herself properly on a bus, the bus driver is expected to bring such misconduct to the building principal or designee's attention. Students who become a serious disciplinary problem may have their riding privileges suspended by the principal or designee, the Director of Transportation or the superintendent. In such cases, the student's parent will become responsible for seeing that his or her child gets to and from school safely. Should the suspension from transportation amount to a suspension from attendance, the district will make appropriate arrangements to provide for the student's education.

A student subjected to a suspension from transportation is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parents will be provided with a reasonable opportunity for an informal conference with the building principal or designee to discuss the conduct and the penalty involved.

3. Suspension from athletic participation, extra-curricular activities and other privileges

A student subjected to a suspension from athletic participation, extra-curricular activities or other privileges is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the district official imposing the suspension to discuss the conduct and the penalty involved.

4. In-school Suspension

The Board of Education recognizes that the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board of Education authorizes building principals and the Superintendent to place students who would otherwise be suspended from school as the result of a code of conduct violation in "in-school suspension." "In-school suspension" is the temporary removal of students from the classroom and their placement in another area of the school building designated for such a suspension where students will receive substantially equivalent, alternative education.

Teachers may remove a student who is moderately disruptive, i.e. poses no danger or ongoing threat of disruption to the academic process, from the classroom. The teacher must inform the student of the reason for the removal orally and in writing by means of a form provided by school authorities and the teacher must provide the student with the opportunity to present his or her version of the relevant events.

In instances involving moderately disruptive behavior the teacher will direct the student to go to the person or office in the school that is authorized to handle student discipline matters. The student may be assigned to in-school suspension for the time prescribed by the authorized school official.

A student subjected to an in-school suspension is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the district official imposing the in-school suspension to discuss the conduct and the penalty involved.

5. Teacher Removal of Substantially Disruptive or Violent Students

For the purposes of this section a violent student is defined as an elementary or secondary student under age 21 who:

1. Commits, or attempts to commit an act of violence upon a teacher, administrator or other school employee.
2. Commits, or attempts to commit while on school property, an act of violence upon another student or other person lawfully upon school property or attempts to do so.
3. Possesses, while on school property, what appears to be a gun, knife, explosive or incendiary bomb or other dangerous instrument capable of causing death or physical injury.
4. Displays, while on school property, what appears to be a gun, knife, explosive or incendiary bomb or other dangerous instrument capable of causing death or physical injury.
5. Threatens, while on school property, to use any instrument that appears capable of causing physical injury or death.
6. Knowingly and intentionally damages or destroys the personal property of a teacher, administrator, other school district employee or any other person lawfully upon school district property.
7. Knowingly and intentionally damages or destroys school district property.

A substantially disruptive student is an elementary or secondary student under age 21 who is substantially disruptive of the educational process or who substantially interferes with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instruction or repeatedly violates the teacher's classroom behavior rules.

Examples of disruptive behavior and consequent times for removal could be:

1. A student ignores a teacher's direction to stop talking to the pupil next to her for the third time, and the teacher removes the student for one day.
2. A student ignores teacher's direction to stop talking to the pupil next to her and is verbally abusive of the teacher, whereupon the teacher removes the student for two days.
3. A student responds to the teacher's directive to stop talking by rushing up to the teacher and physically touching the teacher in an aggressive, but not violent manner, and then the teacher removes the student for three days.

Any staff member may recommend that a student be suspended for substantially disruptive behavior. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases, a written report is to be prepared as soon as possible by the staff member recommending the suspension.

All staff members must immediately report and refer a violent student, as defined in section two above, to the principal, or designee, or the superintendent for a violation of the code of conduct. All such referrals shall be made in writing unless the conditions underlying the referral warrant immediate attention. In such cases, a written report is to be prepared as soon as possible by the staff member recommending the suspension.

The principal, upon receiving a recommendation or referral for suspension or when processing a case for suspension, shall gather the facts relevant to the matter and record them for subsequent presentation, if necessary.

Teachers may remove students who are substantially disruptive or who interfere with the teacher's authority. However, prior to taking such action, teachers must refer such students for suspension as provided for above. In the event the teacher removes a student, the teacher shall send or direct such students to the designated school official. Within twenty-four hours of the removal, the teacher must provide the reasons for the removal on the district prepared referral form and provide the student with an informal opportunity to be heard.

The teacher must complete a referral form and meet with the principal or designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the removal and to present the referral forms. If the principal is not available by the end of the same school day, the teacher must leave the form with the secretary and meet with the principal or designee prior to the beginning of classes on the next school day.

Within 24 hours after the student's removal, the principal or his/her designee must notify the student's parent, in writing, that the student has been removed from class and why. The notice must also inform the parent that he or she has the right, upon request, to meet informally with the principal or the principal's designee to discuss the reason for the removal and behavior modification(s) to remedy the cause for the removal. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice by the day after the student's removal at the last known address for the parent. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.

If, at the informal meeting the student denies the charges, the principal or the principal's designee must explain why the student was removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's removal. The timing of the informal meeting may be extended by mutual agreement of the parent, teacher and principal or designee.

The principal or designee may overturn the removal of the student from class if the principal finds any one of the following:

1. The charges against the student are not supported by substantial evidence
2. The student's removal is otherwise in violation of law
3. The conduct warrants suspension from school pursuant to Education Law §3214 and a suspension will be imposed.

The principal or designee must make a determination as to whether to overturn the removal before the close of business on the day after the day of the informal hearing. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the principal or designee makes a final determination, or the period of removal expires, whichever is less.

Any disruptive student removed from the classroom by the classroom teacher shall be offered continued educational programming and activities until he or she is permitted to return to the classroom.

Each teacher must maintain a record of all student removals from his/her class. The principal or designee must keep a record of all removals of students from class. Removal of a student with a disability may, under certain circumstances, constitute a change in the student's placement. Accordingly, no teacher may remove a student with a disability from his or her class until he or she has verified with the principal or designee or chairperson of the Committee on Special Education that the removal will not violate the student's rights under state or federal law or regulation.

6. Suspension from School

Suspension from school is a severe penalty, which may be imposed only upon students who are insubordinate, disorderly, violent or disruptive, or whose conduct otherwise endangers the safety, morals, health or welfare of others.

The Board retains its authority to suspend students, but places primary responsibility for the suspension of students with the Superintendent and the Principals.

Any staff member may recommend to the Superintendent or the Principal that a student be suspended. All staff members must immediately report and refer a violent student to the Principal or the Superintendent for a violation of the Code of Conduct. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension.

The Superintendent or Principal, upon receiving a recommendation or referral for suspension or when processing a case for suspension, shall gather the facts relevant to the matter and record them for subsequent presentation, if necessary.

a. Short-term (five days or less) suspension from school.

When the Superintendent or Principal (referred to as the "suspending authority") proposes to suspend a student charged with misconduct for five days or less pursuant to Education Law §3214(3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student's parents in writing that the student may be suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to ensure receipt of the notice within 24 hours of the decision to propose suspension at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the parents.

The notice shall provide a description of the charges against the student and the incident for which suspension is proposed and shall inform the parents of the right to request an immediate informal conference with the Principal. Both the notice and the informal conference shall be in the dominant language or mode of communication used by the parents. At the conference, the parents shall be permitted to ask questions of complaining witnesses under such procedures as the Principal may establish. Parents have no right to legal representation at this informal conference.

The notice and opportunity for an informal conference shall take place before the student is suspended unless the student's presence in school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process. If the student's presence does pose such a danger or threat of disruption, the notice and opportunity for an informal conference shall take place as soon after the suspension as is reasonably practicable.

After the conference, the Principal shall promptly advise the parents in writing of his or her decision. The Principal shall advise the parents that if they are not satisfied with the decision and wish to pursue the matter, they must file a written appeal to the Superintendent within thirty (30) days, unless they can show extraordinary circumstances precluding them from doing so. The Superintendent shall issue a written decision regarding the appeal within ten (10) business days of receiving the appeal. If the parents are not satisfied with the Superintendent's decision, they must file a written appeal to the Board of Education with the District Clerk within thirty (30) days of the date of the Superintendent's decision, unless they can show extraordinary circumstances precluding them from doing so. Final decisions of the Board may be appealed to the Commissioner of Education within thirty (30) days of the decision of the Board.

b. Long-term (more than five days) suspension from school, permanent suspension, and removals or suspensions that constitute a disciplinary change of placement for students with disabilities (which could include an alternative special educational setting).

When the Superintendent or Principal determines that a suspension for more than five days may be warranted, he or she shall give reasonable notice to the student and the student's parents of their right to a fair hearing. At the hearing the student shall have the right to be represented by counsel, the right to question witnesses against him or her and the right to present witnesses and other evidence on his or her behalf.

The Superintendent shall personally hear and determine the proceeding or may, in his or her discretion, designate a hearing officer to conduct the hearing. The hearing officer shall be authorized to administer oaths and to issue subpoenas in conjunction with the proceeding before him or her. A record of the hearing shall be maintained, but no stenographic transcript shall be required. A tape recording shall be deemed a satisfactory record. The hearing officer shall make findings of fact and recommendations as to the appropriate measure of discipline to the Superintendent. The report of the hearing officer shall be advisory only, and the Superintendent may accept all or any part thereof.

An appeal of the decision of the Superintendent may be made to the Board that will make its decision based solely upon the record before it. All appeals to the Board must be in writing and submitted to the District Clerk within thirty (30) days of the date of the Superintendent's decision, unless the parents can show that extraordinary circumstances precluded them from doing so. The Board may adopt in whole or in part the decision of the Superintendent. Final decisions of the Board may be appealed to the Commissioner of Education within thirty (30) days of the decision of the Board.

7. Referrals

A. PINS Petitions

The district may file a PINS (Person In Need of Supervision) petition in Family Court on any student under the age of 18 who demonstrates that he or she requires supervision and treatment by:

- i. Being habitually truant and not attending school as required by part one of Article 65 of the Education Law.
- ii. Engaging in an ongoing or continual course of conduct which makes the student ungovernable, or habitually disobedient and beyond the lawful control of the school.
- iii. Knowingly and unlawfully possesses marijuana in violation of Penal Law § 221.05. A single violation of § 221.05 will be a sufficient basis for filing a PINS petition.

B. Juvenile Delinquents and Juvenile Offenders

The Superintendent is required to refer the following students to the Probation Department for a juvenile delinquency proceeding before the Family Court:

- i. Any student under the age of 16 who is found to have brought a weapon to school, or
- ii. Any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law § 1.20 (42).

C. The Superintendent is required to refer students age 16 and older or any student 14 or 15 years old who qualifies for juvenile offender status to the appropriate law enforcement authorities.

VII. Alternative Instruction

Section 3214 of the New York State Education Law states:

"that where pupil has been suspended as insubordinate or disorderly and said pupil is of compulsory attendance age, immediate steps** shall be taken for his attendance upon instruction elsewhere requires educators to provide alternative instruction to pupil suspended even for five days or less."*

~~*“thus commissioner of education had a basis in law for determining that board of education was under no legal obligation to continue to provide education for student who was over the age of compulsory school attendance at time of his suspension.”*~~

When a student of any age is removed from class by a teacher or a student of compulsory attendance age is suspended from school pursuant to Education Law §3214, the district will take immediate steps to provide alternative means of instruction for the student.

~~**(1) Section 3205, State Education Law*~~

~~*** (2) Immediate, but not instantaneous*~~

VIII. Discipline of Students with Disabilities

The board recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities to address disruptive or problem behavior. The board also recognizes that students with disabilities enjoy certain procedural protections whenever school authorities intend to impose discipline upon them. The board is committed to ensuring that the procedures followed for suspending, removing or otherwise disciplining students with disabilities are consistent with the procedural safeguards required by applicable laws and regulations.

This code of conduct affords students with disabilities subject to disciplinary action no greater or lesser rights than those expressly afforded by applicable federal and state law and regulations.

A. Authorized Suspensions or Removals of Students with Disabilities

1. For purposes of this section of the Code of Conduct, the following definitions apply.

A “suspension” means a suspension pursuant to Education Law §3214.

A “removal” means a removal for disciplinary reasons from the student’s current educational placement other than a suspension and change in placement to an interim alternative educational setting (IAES) ordered by an impartial hearing officer because the student poses a risk of harm to himself or herself or others.

An “IAES” means a temporary educational placement determined by the CSE, for a period of up to 45 school days, other than the student’s current placement at the time the behavior precipitating the IAES placement occurred, that enables the student to continue to receive ed. service so as to participate in the general curriculum, although in another setting, and to progress toward meeting the goals set out in the student’s IEP and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

2. School personnel may order the suspension or removal of a student with a disability from his or her current educational placement as follows:
 - a. The BOE, a district superintendent of schools or a building principal may order the placement of a student with a disability into an appropriate IAES, another setting or suspension for a period not to exceed five consecutive school days and not to exceed the amount of time a non-disabled student would be subject to suspension for the same behavior.
 - b. The superintendent may order the placement of a student with a disability into an IAES, another setting or suspension for up to 10 consecutive school days, inclusive of any period in which the student has been suspended or removed under subparagraph (a) above for the same behavior, if the superintendent determines that the student has engaged in behavior that warrants a suspension and the suspension or removal does not exceed the amount of time non-disabled students would be subject to suspension for the same behavior.
 - c. The superintendent may order additional suspensions of not more than 10 consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement.
 - d. The superintendent may order the placement of a student with a disability in an appropriate IAES to be determined by the committee on special education (CSE), for the same amount of time that a student without a disability would be subject to discipline, but not more than 45 school days, if the student has inflicted serious bodily injury upon another person while at school on school premises or to or at school at a school function under the jurisdiction of the district, carries or possess a weapon to school, on school premises or to or at a school function, or the student knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school on school premises or at a school function.

1. “Weapon” means the same as “dangerous weapon” under 18 U.S.C. §930 (g) (w) which includes “a weapon,

device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except...[for] a pocket knife with a blade of less than 2 1/2 inches in length”.

2. “Controlled substance” means a drug or other substance identified in certain provisions of the federal Controlled Substances Act specified in both federal and state law and regulations applicable to this policy.
 3. “Illegal drugs” means a controlled substance except for those legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act or any other federal law.
 4. Serious bodily injury means bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement or loss or impairment of the function of a bodily member, organ or mental faculty.
3. Subject to specified conditions required by both federal and state law and regulations, an impartial hearing officer may order a change in placement of a student with a disability to an appropriate IAES setting for up to 45 school days, if maintaining the student in the current educational placement poses substantial risk of harm to the student or others. The IAES will be determined by the CSE.

B. Change of Placement Rule

1. A disciplinary change in placement means a suspension or removal from a student’s current educational placement that is either:
 - a. for more than 10 consecutive school days; or
 - b. for a period of 10 consecutive school days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than 10 school days in a school year and because of such factors as the length of each suspension or removal, the total amount of time the student is removed and the proximity of the suspensions or removals to one another.
2. School personnel may not suspend or remove a student with a disability if imposition of the 5 school day or 10 school day suspension or removal would result in a disciplinary change in placement based on a pattern of suspension or removal. However, the district may impose a suspension or removal, which would otherwise result in a disciplinary change in placement, based on a pattern of suspensions or removals if it has determined that the behavior was not a manifestation of the student’s disability, or the student is placed in an IAES for behavior involving serious bodily injury, weapons, illegal drugs or controlled substances.

C. Special Rules Regarding the Suspension or Removal of Students with Disabilities

1. The district’s Committee on Special Education shall:

Conduct a functional behavioral assessment to determine why a student engages in a particular behavior, and implement a behavioral intervention plan whenever the district suspends or removes a student with a disability for more than 10 school days in a school year or imposes a suspension or removal that constitutes a disciplinary change in placement, including a change in placement to an IAES for misconduct involving serious bodily injury, weapons, illegal drugs, or controlled substances.

If subsequently, a student with a disability who has a behavioral intervention plan and who has been suspended or removed from his or her current educational placement for more than 10 school days in a school year is subjected to a suspension or removal that does not constitute a disciplinary change in placement, the members of the CSE shall review the behavioral intervention plan and its implementation to determine if modifications are necessary.

If one or more members of the CSE believe that modifications are needed, the school district shall convene a meeting of the CSE to modify such plan and its implementation to the extent the committee determines necessary.
2. Manifestation Determination team shall:

Conduct a manifestation determination review of the relationship between the student’s disability and the behavior subject to disciplinary action immediately whenever a decision is made to place a student in an IAES either for misconduct involving serious bodily injury, weapons, illegal drugs or controlled substances or because maintaining the student in his current educational setting poses a risk of harm to the student or others; or a decision is made to impose a suspension that constitutes a disciplinary change in placement.
3. Students presumed to have a disability for discipline purposes:

The parents of a student who is facing disciplinary action, but who was not identified as a student with a disability at the time of misconduct, shall have the right to invoke applicable procedural safeguards set forth in federal and state law and regulations if, in accordance with federal and state statutory and regulatory criteria, the school district is deemed to have had knowledge that the student was a student with a disability before the behavior precipitating disciplinary action

occurred. If the district is deemed to have had such knowledge the student will be considered a student presumed to have a disability for discipline purposes.

a. The superintendent, building principal or other school official imposing a suspension or removal shall be responsible for determining whether the student is a student presumed to have a disability.

b. A student will not be considered a student presumed to have a disability for discipline purposes if, upon receipt of information supporting a claim that the district had knowledge the student was a student with a disability, the district either:

1. Conducted an individual evaluation and determined that the student is not a student with a disability, or

2. Determined that an evaluation was not necessary and provided notice to the parents of such determination, in the manner required by applicable law and regulations.

If there is no basis for knowledge that the student is a student with a disability prior to taking disciplinary measures against the student, the student may be subjected to the same disciplinary measures as any other non-disabled student who engaged in comparable behaviors.

However, if a request for an individual evaluation is made while such non-disabled student is subjected to a disciplinary removal, an expedited evaluation shall be conducted and completed in the manner prescribed by applicable federal and state law and regulations. Until the expedited evaluation is completed, the non-disabled student who is not a student presumed to have a disability for discipline purposes shall remain in the educational placement determined by the district, which can include suspension.

4. The district shall provide parents with notice of disciplinary removal no later than the date on which a decision is made to change the placement of a student with a disability to an IAES for either misconduct involving serious bodily injury, weapons, illegal drugs or controlled substances or because maintaining the student in his/her current educational setting poses a risk of harm to the student or others; or a decision is made to impose a suspension or removal that constitutes a disciplinary change in placement. The procedural safeguard notice prescribed by the Commissioner shall accompany the notice of disciplinary removal.

5. The parents of a student with disabilities subject to a suspension of five consecutive school days or less shall be provided with the same opportunity for an informal conference available to parents of non-disabled students under the Education Law.

6. Superintendent hearings on disciplinary charges against students with disabilities subject to a suspension of more than five school days shall be bifurcated into a guilt phase and a penalty phase in accordance with the procedures set forth in the Commissioner's regulations incorporated into this code.

7. The removal of a student with disabilities other than a suspension or placement in an IAES shall be conducted in accordance with the due process procedures applicable to such removals of non-disabled students, except that school personnel may not impose such removal for more than 10 consecutive days or for a period that would result in a disciplinary change in placement, unless it has determined that the behavior is not a manifestation of the student's disability.

8. During any period of suspension or removal, including placement in an IAES, students with disabilities shall be provided services as required by the Commissioner's regulations incorporated into this code.

D. Expedited Due Process Hearings

1. An expedited due process hearing shall be conducted in the manner specified by the Commissioner's regulations incorporated into this code, if:

a. The district requests such a hearing to obtain an order of an impartial hearing officer placing a student with a disability in an IAES where school personnel maintain that it is dangerous for the student to be in his or her current educational placement, or during the pendency of due process hearings where school personnel maintain that it is dangerous for the student to be in his or her current educational placement during such proceedings.

b. The parent requests such a hearing from a determination that the student's behavior was not a manifestation of the student's disability, or relating to any decision regarding placement, including but not limited to any decision to place the student in an IAES.

- 1) During the pendency of an expedited due process hearing or appeal regarding the placement of a student in an IAES for behavior involving serious bodily injury, weapons, illegal drugs or controlled substances, or on grounds of dangerousness, or regarding a determination that the behavior is not a manifestation of the student's disability for a student who has been placed in an IAES, the student shall remain in the IAES pending the decision of the impartial hearing officer or until expiration of the IAES placement, whichever occurs first, unless the parents and the district agree otherwise.
 - 2) If school personnel propose to change the student's placement after expiration of an IAES placement, during the pendency of any proceeding to challenge the proposed change in placement, the student shall remain in the placement prior to removal to the IAES, except where the student is again placed in an IAES.
2. An expedited due process hearing shall be completed within 15 business days of receipt of the request for a hearing. Although the impartial hearing officer may grant specific extensions of such time period, he or she must mail a written decision to the district and the parents within five business days after the last hearing date, and in no event later than 45 calendar days after receipt of the request for a hearing, without exceptions or extensions.

E. Referral to law enforcement and judicial authorities

In accordance with the provisions of IDEA and its implementing regulations:

1. The district may report a crime committed by a child with a disability to appropriate authorities, and such action will not constitute a change of the student's placement.
2. The superintendent shall ensure that copies of the special education and disciplinary records of a student with disabilities are transmitted for consideration to the appropriate authorities to whom a crime is reported.

GLOSSARY OF TERMS

The following acronyms and terms are defined for purposes of this document:

Behavioral Intervention Plan (BIP) – A plan that is based on the results of the functional behavioral assessment and, at a minimum includes a description of the problem behavior, global and specific hypotheses as to why problem behavior occurs and intervention strategies to address the behavior.

Business Day– Monday through Friday, except for federal and State holidays (unless holidays are specifically included in the designation of business day).

Committee on Special Education– A committee on special education, subcommittee on special education, or other multidisciplinary team established in accordance with Education Law section 4402 or, in the case of a preschool student with a disability, the committee on preschool special education.

Compulsory School Age– Age six to the end of the school year when the student turns age 16. (In city or union free school districts with more than 4,500 inhabitants, the board of education may require students who are not employed to attend school until the end of the school year in which the student turns 17.

Disciplinary Change in Placement– A suspension or removal from a student's current educational placement that is either:

- For more than ten consecutive school days; or
- For a period of ten consecutive days or less if the student is subjected to a series of suspensions or removals that constitutes a pattern because they accumulate to more than ten school days in a school year and because of such factors as the length of each suspension or removal, the total amount of time the student is removed and the proximity of the suspension or removals to one another.

Expedited Due Process Hearing– An impartial hearing conducted in an expedited manner in accordance with section 201.11 of the Regulations of the Commissioner.

Free Appropriate Public Education (FAPE) – For students with disabilities suspended or expelled from school, as defined in 34CFR section 300.121(d).

Functional Behavioral Assessment (FBA) – The process of determining why a student engages in behaviors that impede learning and how the student's behavior relates to the environment. The functional behavioral assessment includes, but is not limited to:

- The identification of the problem behavior;
- The definition of the behavior in concrete terms;
- The identification of the contextual factors that contribute to the behavior (including cognitive and affective factors); and

The formulation of a hypothesis regarding the general conditions under which a behavior usually occurs and probable consequences that serve to maintain it.

Hearing Officer– An individual appointed by the board of education or superintendent to conduct a section 3214 superintendent’s hearing.

Impartial Hearing Officer (IHO) – An individual assigned by a board of education or by the Commissioner to hear an appeal and render a decision in accordance with section 200.5(i) of the Regulations of the Commissioner of Education.

Individualized Education Program (IEP)– A written statement developed, reviewed and revised in accordance with section 200.4 of the Regulations of the Commissioner that includes the components specified in section 200.1(d)(2) of the Regulations to be provided to meet the unique educational needs of a student with a disability.

Individuals with Disabilities Education Act (IDEA) – Federal law relating to the education of students with disabilities.

Interim Alternative Educational Setting (IAES) – A temporary educational placement determined by the committee on special education for a period of up to 45 school days, other than the student’s current placement at the time the behavior precipitating the IAES placement occurred, that:

- enables the student to continue to participate in the general curriculum, although in another setting; and to progress toward meeting the goals set out in the student’s IEP
- receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur

Long-term suspension– A suspension of more than five consecutive school days.

Manifestation Determination– A review of the relationship between the student’s disability and the behavior subject to disciplinary action.

Prior Notice– Written statements provided to the parents of a student with a disability within a reasonable time before the school district proposes to or refuses to initiate or change the identification, evaluation or educational placement of the student or the provision of a free appropriate public education to the student.

Procedural Safeguards Notice– A written notice developed by the State Education Department that describes the rights for parents of children with disabilities, ages 3-21.

Removal– The removal of a student with a disability for disciplinary reasons from that student’s current educational placement, other than a suspension; and the change of placement of a student with a disability to an IAES by a superintendent of schools for behavior involving serious bodily injury, weapons, illegal drugs or controlled substances, or by an impartial hearing officer in a dangerous situation.

School Day– Any day, including a partial day that students are in attendance at school for instructional purposes. The term school day has the same meaning for all students in school, including students with and without disabilities.

Short-term suspension– A suspension of five consecutive school days or less.

Student presumed to have a disability for discipline purposes– A student who the school district is deemed to have knowledge was a student with a disability before the behavior that precipitated disciplinary action under the criteria in IDEA and its regulations.

Student with a disability– A student with a disability or a preschool student with a disability as defined in sections 200.1(zz) and 200.1(mm) of the Regulations of the Commissioner.

Superintendent’s hearing– A disciplinary hearing conducted pursuant to Education Law section 3214(3)(c) and (g) by a superintendent of schools, or a hearing officer designated by a superintendent of schools, to determine whether a student should be suspended from instruction for more than five consecutive school days.

IX. Corporal Punishment

Corporal punishment means any act of physical force upon a pupil for the purpose of punishing that pupil. No teacher, administrator, employee or agent of the South Country Central School District shall use corporal punishment against a pupil.

However, if alternate procedures and methods which would not involve physical force do not work, then the use of reasonable physical force is not prohibited for the following reasons:

1. Self protection
2. Protection of others
3. Protection of property
4. Restraining/removing a disruptive student, if that student has refused to comply with a request to refrain from further disruptive acts.

Whenever school personnel use physical force against a student, the school personnel shall, within the same school day, make a written report to the building principal describing in detail the circumstances and the nature of the action taken.

The superintendent will keep the Board of Education apprised of all incidents of the use of physical force. Each incident will be reported to the Board of Education at the next regularly scheduled meeting after the date of the incident.

The Superintendent of Schools shall submit a written report to the Commissioner of Education, with copies to the Board of Education, as prescribed by law, setting forth the substance of each written complaint about the use of corporal punishment received by the South Country Central School authorities during the reporting period, the results of each investigation, and the action, if any, taken by the school authorities in each case.

X. Student Searches and Interrogations

The Board of Education is committed to ensuring an atmosphere on school property and at school functions that is safe and orderly. To achieve this kind of environment, any school official authorized to impose a disciplinary penalty on a student may question a student about an alleged violation of law or the district code of conduct. Students are not entitled to any "Miranda" type warning before being questioned by school officials, nor are school officials required to contact a student's parent before questioning the student. However, school officials will tell all students why they are being questioned.

In addition, the Board of Education authorizes the superintendent, building principals and/or designees, to conduct searches of students and their belongings if the authorized school official has reasonable suspicion to believe that the search will result in evidence that the student violated the law or the district code of conduct. Factors to be considered in determining whether reasonable cause exists to search a student include:

1. the age of the student
2. the student's record and past history
3. the predominance and seriousness of the problem in the school where the search is directed
4. the urgency to conduct the search without delay
5. the reliability of information provided alleging the presence of an illicit item or substance
6. visual observation leading to the reasonable suspicion that an illicit item or substance is possessed by a student.

An authorized school official may conduct a search of a student's belongings that is minimally intrusive, such as touching the outside of a book bag, without reasonable suspicion, so long as the school official has a legitimate reason for the very limited search.

An authorized school official may search a student or the student's belongings based upon information received from a reliable informant. Individuals, other than school district employees, will be considered reliable informants if they have previously supplied information that was accurate and verified, they make an admission against their own interest, they provide the same information that is received independently from other sources, or they appear to be credible and the information they are communicating relates to the immediate threat to safety. District employees will be considered reliable informants unless they are known to have previously supplied information that they knew was not accurate.

Before searching the student or the student's belongings, the authorized school official should attempt to get the student to admit that he or she possesses physical evidence that they violated the law or the district code, or get the student to voluntarily consent to the search. Searches will be limited to the extent necessary to locate the evidence sought.

Whenever practicable, searches will be conducted in the privacy of administrative offices and students will be present when their possessions are being searched.

Strip searches will only be carried out by law enforcement officials upon their determination.

A. Student Lockers, Desks and other School Storage Places

The rules in this Code of Conduct regarding searches of students and their belongings do not apply to student lockers, desks, and other school storage places. Students have no reasonable expectation of privacy with respect to these places and school officials

retain complete control over them. This means that student lockers, desks and other school storage places may be subject to search at any time by school officials, without prior notice to students and without their consent.

B. Documentation of Searches

The superintendent, principal, and/or designee shall be responsible for promptly recording the following information about each search:

1. Name, age and grade of student searched
2. Reason(s) for the search
3. Name of any informant(s)
4. Purpose of search (that is, what item(s) were being sought)
5. Type and scope of search
6. Person conducting search and his or her title and position
7. Witnesses, if any, to the search
8. Time and location of search
9. Results of search (that is, what item(s) were found)
10. Disposition of items found
11. Time, manner and results of parental notification

The superintendent, building principal or designee shall be responsible for the custody, control and disposition of any illegal or dangerous item taken from a student. They shall retain control of the items, unless the items are turned over to the police, and shall be responsible for personally delivering dangerous or illegal items to police authorities.

C. Police Involvement in Searches and Interrogations of Students

District officials are committed to cooperating with police officials and other law enforcement authorities to maintain a safe school environment. Police officials, however, have limited authority to interview or search students in schools or at school functions, or to use school facilities in connection with police work. Police officials may enter school property or a school function to question or search a student or to conduct a formal investigation involving students only if they have:

1. A search or an arrest warrant
2. Probable cause to believe a crime has been committed on school property or at a school function
3. Been invited by school officials.

Before police officials are permitted to question or search any student, the school official shall first try to notify the student's parent to give the parent the opportunity to be present during the police questioning or search. If the student's parent cannot be contacted prior to the police questioning or search, the parent shall be informed of the questioning or search in writing, by the school official as soon thereafter as possible. The school official will also be present during any police questioning or search of a student on school property or at a school function.

Students who are questioned by police officials on school property or at a school function will be afforded the same rights they have outside the school. This means:

1. They must be informed of their legal rights
2. They may remain silent if they so desire
3. They may request the presence of an attorney

Administrators have the responsibility and the authority to determine when the assistance of law enforcement officers is necessary within their respective jurisdictions. The school district's administrators shall at all times act in a manner that protects and guarantees the rights of students and parents.

D. Child Protective Services Investigations

Consistent with the district's commitment to keep students safe from harm and the obligation of school officials to report to child protective services when they have reasonable cause to suspect that a student has been abused or maltreated, the district will cooperate with local child protective services workers who wish to conduct interviews of students on school property relating to allegations of suspected child abuse, and/or neglect or custody investigations.

All requests by child protective services to interview a student on school property shall be made directly to principal and/or designee. The school official shall set the time and place of the interview. The school official shall decide if it is necessary and appropriate for a school official to be present during the interview, depending on the age of the student being interviewed and the

nature of the allegations. If the nature of the allegations is such that it may be necessary for the student to remove any of his or her clothing in order for the child protective services worker to verify the allegations, the school nurse or other district medical personnel must be present during that portion of the interview. No student may be required to remove his or her clothing in front of a child protective services worker or school district official of the opposite sex.

A child protective services worker may not remove a student from school property without a court order, unless the worker reasonably believes that the student would be subject to danger of abuse if he or she were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to danger of abuse, the worker may remove the student without a court order and without the parent's consent.

XI. Visitors to the Schools

The board encourages parents and other district citizens to visit the district's schools and classrooms to observe the work of students, teachers and other staff. Since schools are a place of work and learning, however, certain limits must be set for such visits. The building principal or his or her designee is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
2. All visitors to the school must report to the main office and/or security desk upon arrival at the school. There they will be required to sign the visitor's register and will be issued a visitor's identification badge, which must be worn at all times while in the school or on school grounds. The visitor must return the identification badge to the main office and/or security desk before leaving the building.
3. Visitors attending school functions that are open to the public, such as parent-teacher organization meetings or public gatherings, are not required to register, but are restricted to the area of function.
4. Parents or citizens who wish to observe a classroom while school is in session are required to arrange such visits in advance with the classroom teacher(s), so that class disruption is kept to a minimum.
5. Teachers are expected not to take class time to discuss individual matters with visitors
6. Any unauthorized person on school property will be reported to the principal or his or her designee. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
7. All visitors are expected to abide by the rules for public conduct on school property contained in this code of conduct.
8. Signs will be posted throughout the school building directing visitors to report to the main office.

XII. Public Conduct on School Property

The district is committed to providing an orderly respectful environment that is conducive to learning. To create and maintain this kind of an environment, it is necessary to regulate public conduct on school property and at school functions.

"School Property" is defined as in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of a public elementary or secondary school, or in or on a school bus, as defined in Vehicle and Traffic Law [§§142](#).

"School Function" is defined as any school-sponsored extra-curricular event or activity, [regardless of where such event or activity takes place](#).

The restrictions on public conduct on school property and at school functions contained in this code are not intended to limit freedom of speech or peaceful assembly. The district recognizes that free inquiry and free expression are indispensable to the objectives of the district. The purpose of this code is to maintain public order and prevent abuse of the rights of others.

A. Prohibited Conduct

No person, either alone or with others, shall:

1. Intentionally injure any person or threaten to do so.
2. Intentionally damage or remove district property.
3. Disrupt the orderly conduct of classes, school programs or other school activities.
4. Distribute or wear materials on school grounds or at school functions that are obscene, advocate illegal action, appear libelous, obstruct the rights of others, or are disruptive to the school program.
5. Intimidate, harass or discriminate against any person on the basis of race, color, nationality, religion, age, gender, sexual orientation or disability.
6. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed.
7. Obstruct the free movement of any person in any place to which this code applies.

8. Violate the traffic laws, parking regulations or other restrictions on vehicles.
9. Use tobacco products on school property.
10. Possess, consume, sell, distribute or exchange alcoholic beverages, controlled substances, or be under the influence of either on school property or at a school function.
11. Possess or use firearms or other weapons including air guns, pistols, rifles, shotguns, ammunition, explosives, box cutters, knives, gas canisters, pepper spray or other noxious spray in or on school property or at a school function, except in the case of law enforcement officers or except as specifically authorized by the school district.
12. Loiter on or about school property.
13. Gamble on school property or at school functions.
14. Refuse to comply with any lawful order of identifiable school district officials performing their duties.
15. Willfully incite others to commit any of the acts prohibited by this code.
16. Violate any federal or state statute, local ordinance or board policy while on school property or while at a school function.

B. Penalties

Persons who violate this code shall be subject to the following penalties:

1. Visitors - Their authorization, if any, to remain on school grounds or at the school function shall be withdrawn and they shall be directed to leave the premises. ~~If they refuse to leave, they shall be subject to immediate ejection if they refuse to leave or as the facts may warrant.~~
2. Students - They shall be subject to immediate ejection and to disciplinary action as the facts may warrant including any of the penalties listed in the "Penalties" section of this code of conduct, in accordance with the due process requirements.
3. Faculty - They shall be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with Education Law §3020-a or any other legal rights that they may have.
4. Staff members in the classified service of the civil service entitled to the protection of Civil Service Law §75 -
 - a. They shall be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with
 - b. Civil Service Law §75 or any other legal rights that they may have.
5. Staff members other than those described in subdivisions 4 and 5 - They shall be subject to immediate ejection and to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.

C. Enforcement

The superintendent shall be responsible for enforcing the conduct required by this code. The superintendent may designate the other district staff who are authorized to take action consistent with the code. The building principal or his or her designee shall be responsible for enforcing the conduct required by this code.

When the superintendent or his or her designee sees an individual engaged in prohibited conduct, which in his or her judgment does not pose any immediate threat of injury to persons or property, the designated school official shall tell the individual that the conduct is prohibited and attempt to persuade the individual to stop. The school official shall also warn the individual of the consequences for failing to stop. If a person refuses to stop engaging in the prohibited conduct, or if the persons conduct poses an immediate threat of injury to persons or property, the designated school official shall have the individual removed immediately from school property or the school function and barred from entering school property or the school function. If necessary, local law enforcement authorities will be contacted to assist in removing the person.

The district shall initiate disciplinary action against any student or staff member, as appropriate, with the "Penalties" section above. In addition, the district reserves its right to pursue a civil or criminal legal action against any person violating the code.

XIII. Dissemination and Review

A. Dissemination of Code of Conduct

The Board of Education will work to ensure that the community is aware of this code of conduct by:

1. Providing copies of a summary of the code to all students at a general assembly held at the beginning of each school year.
2. Making copies of the code available to all parents at the beginning of the school year.
3. Mailing a summary of the code of conduct written in plain language to all parents of district students before the beginning of the school year and making this summary available later upon request.
4. Providing all current teachers and other staff members with a copy of the code and a copy of any amendments to the code as soon as practicable after adoption
5. Providing all new employees with a copy of the current code of conduct when they are first hired.
6. Making copies of the code available for review by students, parents and other community members.

7. The District shall post the complete Code of Conduct on the District's website. The Code of Conduct and any amendments to it will be filed with the Commissioner no later than 30 days after adoption.

The Board of Education will sponsor an in-service education program for all district staff members to ensure the effective implementation of the Code of Conduct. The superintendent may solicit the recommendations of the district staff, particularly teachers and administrators, regarding in-service programs pertaining to the management and discipline of students.

The Board of Education will review this Code of Conduct every year and update it as necessary. In conducting the review, the Board of Education will consider how effective the code's provisions have been and whether the code has been applied fairly and consistently.

The Board of Education may appoint an advisory committee to assist in reviewing the code and the district's response to Code of Conduct violations. The committee will be made up of representatives of student, teacher, administrator, and parent organizations, school safety personnel and other school personnel.

Before adopting any revisions to the code, the Board of Education will hold at least one public hearing at which school personnel, parents, students and any other interested parties may participate.