

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
BUSINESS MEETING  
CENTRAL OFFICE**

**WEDNESDAY, OCTOBER 28, 2015**

The meeting will begin at 6:30 p.m., for the possible purpose of considering a motion to enter executive session to discuss CSEA negotiations. If there is an executive session, the meeting will return to public session at approximately 7:30 p.m. to consider the agenda and all other items which may properly come before the Board of Education. The tentative agenda and supporting information for this meeting will be posted at [www.southcountry.org](http://www.southcountry.org) once it becomes available.

- A. Call to Order
  - Executive Session (*if necessary*)
  - Pledge of Allegiance
- B. Emergency Evacuation Procedures
  - Smoke Free School District
- C. Board Consent Agenda – Approvals
  - 1. Minutes- Business Meeting of October 7, 2015 (pg. 3)
  - 2. Treasurer’s Report- September, 2015 (pg. 7 )
- D. Communications and Announcements
  - 1. Board Recognition- School Board Appreciation Week
  - 2. Superintendent’s Report
  - 3. Trustee and Advisory Committee Reports (if any)
- E. Public Commentary (Agenda Items Only)
- F. Items for Discussion/Action
  - 1. Presentation- DCIP and SCEP (pg. 27)
  - 2. Board Priorities (pg. 37)
  - 3. APPR Hardship Waiver Application (pg. 40)
  - 4. Board Policy 6110-Second Reading (pg. 43)
  - 5. Later School Day (pg. 47)
- G. Board Consent Agenda – Curriculum and Instruction (pg. 52)
  - 1. CSE/SCSE Minutes (pg. 54)
  - 2. CPSE Minutes (pg. 55)
  - 3. NYSSMA Field Trip (pg. 56)
- H. Board Consent Agenda – Personnel (pg. 63)
  - 1. Resignations and Leave of Absences
  - 2. Instructional New Appointments
  - 3. Non-Instructional New Appointments
  - 4. Long-Term Substitutes
  - 5. Tenure Recommendation
  - 6. Salary Schedule
  - 7. Additional Work

8. Extra Duty Assignment
9. Substitutes
- I. Board Consent Agenda – Business
  1. Memorandum of Agreement with Bellport Teachers' Association (pg. 66)
  2. Tax Levy Resolution (pg. 70)
  3. Budget Transfer – Robotics (pg. 71)
  4. Budget Transfer – Technology (pg. 72)
  5. Donation from DonorsChoose.Org for Mrs. Zaffarano's Class (pg. 73)
  6. Discard of Obsolete Books at High School (pg. 74)
  7. Educational Services Agreement with Out East Therapy of New York (pg. 76)
  8. Educational Services Agreement with Crotched Mountain Rehabilitation (pg. 84)
  9. Educational Services Agreement with Three Village School District (pg. 90)
  10. Educational Services Agreement with UCP of Suffolk (pg. 98)
  11. Educational Services Agreement with Developmental Disabilities Institute (pg. 102)
  12. Educational Services Agreement with Positive Behavior Support Consulting (pg. 110)
  13. Educational Services Agreement with Joan Tschopp (pg. 120)
  14. Educational Services Agreement with Henry Viscardi School (pg. 126)
  15. Addendum to the Educational Services Agreement with Cleary School for the Deaf (pg. 133)
  16. Resolution for 2014-2015 Reserve Contribution Amounts (pg. 143)
  17. Dental Agreement with Stony Brook University School of Dental Medicine (pg. 144)
- J. Public Commentary (Non-Agenda Items)
- K. Closing Remarks by Board Members
- L. Adjournment

**BUSINESS MEETING PAGE 031 OCTOBER 7, 2015  
SOUTH COUNTRY CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
MINUTES**

**A. CALL TO ORDER**

Board Vice President, Carol Herrmann, called a Business Meeting of the Board of Education to order at 6:43 p.m. The meeting took place at the District Central Office, 189 Dunton Ave, East Patchogue, NY.

Board of Education Members Present

Rocco DeVito

Carol Herrmann

Antoinette Huffine

Regina Hunt

Lisa Di Santo (*arrived 8pm*)

Julio Morales (*arrived 6:45 pm*)

Allison Stines

Board Members Absent: Chris Picini, Danielle Skelly.

Others Present: Superintendent Dr. Joseph Giani, Nelson Briggs, Sam Gergis, Cheriese Pemberton, Tim Hogan, Sara Cioffaletti, School Attorney John Sheahan.

**EXECUTIVE SESSION**

A motion (Stines / DeVito) to convene to executive session at 6:43 p.m. to discuss negotiations with the BTA and an employee disciplinary matter.

**VOTE:** *Motion carries unanimously.* 5-Yes, 0-No, Absent (Di Santo, Morales, Picini, Skelly).

Public session reconvened at 7:35 pm.

Board member Allison Stines led all present in the Pledge of Allegiance.

A moment of silence was held in memory of Frank P. Long teacher, Donna Warshaw, who recently passed away.

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

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

**C. BOARD CONSENT AGENDA –APPROVALS**

**A motion (Stines / DeVito) to approve the following:**

1. Minutes - Business Meeting of September 9, 2015.
2. Treasurer's Report – August, 2015
3. Claims Report – July & August, 2015.
4. 2015-2016 Audit Committee

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Owen Durney, Jim Jankowski, Chris Picini, Larry Ryder and James Vaughan to serve on the 2015-2016 District Audit Committee, to perform the duties required by law and such duties as may be required by the Commissioner of Education pursuant to regulation.

**BE IT FURTHER RESOLVED** that this resolution shall take effect on July 1, 2015 through June 30, 2016.

**VOTE:** *Motion carries unanimously.* 6-Yes, 0-No, Absent (Di Santo, Picini, Skelly).

**D. COMMUNICATIONS AND ANNOUNCEMENTS**

1. Superintendent's Report

- Due to the unusual amount of Middle School team tryouts, two extra intramural teams were created.
- Congratulations to Bellport High School students Deanna DeMartino, Natalie Maida and Lili Salcedo-Wilson, who were selected by the 2015 New York State School Music Association to perform at this year's NYSSMA All-State Music Festival.
- Bellport High School's Virtual Enterprise students will be featured on Long Island News Radio (103.9) this Saturday, October 10, 2015 at 10:30am. It is also viewable online <http://linewsradio.com/>
- October 17<sup>th</sup> is Homecoming Day. The parade begins at 11am in Bellport Village, with a game start at 2pm followed by the Homecoming Dance at 8pm.
- Our next Board of Education meeting, October 28<sup>th</sup>, will be held at Bellport Middle School.

2. Trustees Report

- Thank you to Mr. Hogan and Mr. Davey for their wonderful "Meet the Teacher" night. It was nicely put together.

**E. PUBLIC COMMENTARY**

*None.*

**F. ITEMS FOR DISCUSSION/ACTION**

1. The Board unanimously agreed to go forward with the Secondary Grading Protocol plan.

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

2. Lead Teachers

**VOTE:** *Motion carries unanimously.* 6-Yes, 0-No, Absent (Di Santo, Picini, Skelly).

3. Dr. Pemberton gave a presentation on Assessment Results and Adequate Yearly Progress.
4. Board Priorities for 2015-2016 was discussed with some changes recommended.
5. Board Policy 6110-First Reading
6. South Haven Rental

Trustee Di Santo arrived at 8:00 pm.

**G. BOARD CONSENT AGENDA – CURRICULUM AND INSTRUCTION**

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

**A motion (DeVito / Stines) to approve the following:**

3. Washington DC Field Trip- Bellport Middle School

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the Bellport Middle School 8<sup>th</sup> Grade Students to attend a field trip to Washington DC, March 16, 2016 - March 18, 2016.

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

**H. BOARD CONSENT AGENDA – PERSONNEL**

**A motion (Huffine / Stines) to approve the following:**

1. Resignations and Leave of Absences
2. Instructional New Appointments
3. Non-Instructional New Appointments
4. Contractual & Long-Term Substitutes
5. Salary Schedule
6. Additional Work \*
7. Extra Duty Assignment
8. Responders & Guards
9. Substitutes
10. Stipulation of Settlement & Release
11. Changes in Position/Title

(\* Trustee DeVito disclosed that Personnel Agenda Item # H6.74 referred to his relative.)

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

**I. BOARD CONSENT AGENDA – BUSINESS**

**A motion (DeVito / Di Santo) to approve the following:**

1. Donation of school supplies from United Way of L.I.
2. Donation of Backpacks from Big Brothers Big Sisters of L.I.
3. Donation of \$20,000 from Knapp/Swezey Foundation, Inc. for Dancing Classrooms.
4. Budget Transfer.
5. South Country Library Multi-Year Agreement (July 1, 2015 – June 30, 2019).

6. Retirement Contribution Reserve

**BE IT RESOLVED**, upon the recommendation of the independent auditor, the Board of Education hereby authorizes a transfer of unrestricted fund balance to the Retirement Contribution Reserve in an amount not to exceed \$150,000 for the fiscal year ending June 30, 2015.

7. Hennessey Grant

**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education of the South Country Central School District hereby authorizes a budget amendment to increase the 2014-2015 budget from \$122,033,676 to \$122,383,676, for a total increase of \$350,000, as a result of the Hennessey Grant received by the District from the New York State Education Department, and,

**IT IS FURTHER RESOLVED**, that the Board of Education accepts the Hennessey Grant from the New York State Education Department and appropriates the total amount of \$350,000 to the 2014-2015 general fund.

8. Unrestricted State Aid

**BE IT RESOLVED**, that the Board of Education of the South Country Central School District approves the budget amendment to increase the 2015-2016 budget from \$123,565,275 to \$123,600,275 for a total of \$35,000 as a result of New York State unrestricted state aid.

9. Three Village Central School District- Education Services Contract

10. Appropriation from Fund Balance

**WHEREAS**, the District has incurred unanticipated expenditures as a result of the following events:

- (1) additional asbestos removal that was unanticipated at the start of the Family Engagement Center restoration project and at the South Haven School;
- (2) the collapse of the Family Engagement Center building structure as a result of an unforeseen accident;

- (3) The repair of leaking windows; and

**WHEREAS**, the foregoing expenditures are necessary to maintain the District's structures and the health and safety of staff and students:

**NOW, THEREFORE, IT IS RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education classifies the following expenditures as unanticipated, ordinary contingent expenditures; asbestos testing and potential abatements districtwide, window repairs districtwide, restoration and renovation of the Family Engagement Center and South Haven School.

**BE IT FURTHER RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the appropriation of \$225,000 from the unappropriated, unassigned fund balance of the 2015-2016 school year for such expenditures and the transfer of such funds for such purpose.

11. Memorandum of Understanding with Boys & Girls Club of Bellport.

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

**J. PUBLIC COMMENTARY (Non-Agenda Items)**

Ron Kinsella: (resident): Commented on J-6 Zoning changes and concerns regarding the impact on our district.

Darlene Mercurio (resident): Commented regarding "opting-out" and thanked the Board for granting her the opportunity to serve on the Finance and Facilities Committee.

**K. CLOSING REMARKS BY BOARD MEMBERS**

- Thank you to United Way, Big Brothers / Big Sisters of LI and the Knapp Swezey Foundation for their generous donations.
- Enrollment Report – Concerns with Kindergarten and 4<sup>th</sup> grade class size.
- Smart School Bond.
- Concerns with blight on garage we lease.
- Request to invite John Rogers to update Board on the Bellport Land Use Plan.
- Board protocol for responding to questions and emails.
- Wonderful turnout at the High School Meet the Teacher night.
- Future Business Leaders Club – Virtual Enterprise great group of students. Thank you to advisor, Ms. Smith.
- Thursday, October 22<sup>nd</sup> at 7pm, John Rogers will be speaking at the Boys and Girls Club.
- COPE officers for Frank P. Long School walkers – crossing guards.

**L. ADJOURNMENT**

**A motion (Hunt / Stines ) to adjourn the meeting at 10:00 pm:**

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

Respectfully submitted,

*Nancy Poulos*

Nancy Poulos  
District Clerk

Attachments

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT**

**FINANCIAL REPORTS  
September 2015**

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South Country CSD

Treasurer's Report

9.01.15 - 9.30.15

*Christa M Johnson*  
10/19/15

ACCOUNT & LOCATION	PREVIOUS BALANCE	RECEIPTS	DISBURSE	NEW DISTRICT BALANCE	BANK STATEMENT BALANCE	OUTSTANDING CHECKS / (DIT)	NET BALANCE
<b>GENERAL FUND ACCOUNTS</b>							
GENERAL FUND-MMA	6,746,344.84	875.07	6,000,000.00	747,219.91	747,219.91	0.00	747,219.91
GEN.FUND-FLUSHING INV	1,714.76	0.35	0.00	1,715.11	1,715.11	0.00	1,715.11
GEN.FUND-FNBLI MM	11,907,820.39	2,936.18	0.00	11,910,756.57	11,910,756.57	0.00	11,910,756.57
GEN.FUND-FNBLI CHKG	2,000,000.00	0.00	0.00	2,000,000.00	2,000,000.00		2,000,000.00
GENERAL FUND-CAP ONE	1,218,086.16	10,833,868.33	7,519,876.46	4,532,078.03	4,983,265.21	451,187.18	4,532,078.03
				<b>\$ 19,191,769.62</b>			
<b>TRUST &amp; AGENCY ACCOUNTS</b>							
PAYROLL-CAP ONE	56,592.02	2,712,824.31	2,712,824.31	56,592.02	83,514.29	26,922.27	56,592.02
TRUST & AGENCY-CAP ON	43,054.70	4,379,946.12	4,285,609.55	137,391.27	192,160.15	54,768.88	137,391.27
		<b>TOTAL AGENCY</b>		<b>\$ 193,983.29</b>			
<b>SPECIAL AID ACCOUNTS</b>							
FEDERAL-CAP ONE	128,625.69	100,000.00	171,992.70	<b>\$ 56,632.99</b>	77,690.74	21,057.75	56,632.99
<b>CAFETERIA ACCOUNTS</b>							
CAFETERIA-CAP ONE	90,629.60	44,564.18	30,479.47	<b>\$ 104,714.31</b>	112,636.51	7,922.20	104,714.31
<b>CAPITAL ACCOUNTS</b>							
CAPITAL CHKG-CAP ONE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		<b>TOTAL CAPITAL FUND</b>		<b>\$ -</b>			
		<b>Total Cash Balances</b>		<b>\$ 19,547,100.21</b>			
***ALL BANK RECONCILIATIONS ARE AVAILABLE FOR INSPECTION IN THE BUSINESS OFFICE							



SUMMARY OF TREASURER'S MONTHLY REPORTS CONTINUED:

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

**GENERAL FUND**

NYS ACH	4,730,618.88
GENERAL FUND MM	6,000,000.00
TUITION	0.00
LI CHILD & FAMILY	6,105.97
BOCES	0.00
TRUST & AGENCY	27,549.74
MEDICAID	0.00
PILOT	35,085.75
MISC	16,307.06
DRIVERS ED	16,400.00
INTEREST	1,800.93

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10,833,868.33

**PAYROLL**

TRUST & AGENCY	2,712,824.31
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2,712,824.31

**TRUST & AGENCY**

GENERAL FUND	4,205,620.84
FEDERAL	136,264.89
CAFETERIA	18,053.39
MISC	20,007.00

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4,379,946.12

**CAFETERIA**

MEAL PAY PLUS	9,872.60
FOOD SALES	34,691.58

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44,564.18

**FEDERAL CHECKING**

GENERAL	100,000.00
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100,000.00

**GENERAL FUND-MMA/C**

BROOKHAVEN IN	875.07
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875.07

## REVENUE BUDGET STATUS - FUNDS: A FOR PERIOD COVERED 07/01/15 - 09/30/15

ACCOUNT	ACCOUNT NAME	BUDGET	ADJUSTMENTS	REVISED BUDGET	REVENUE EARNED	UNEARNED REVENUE
A 1001.000	REAL PROPERTY TAX ITEMS	51,069,394.43	0.00	51,069,394.43	0.00	51,069,394.43
A 1081.000	OTH. PAYMTS IN LIEU OF TA	7,058,865.00	0.00	7,058,865.00	0.00	7,058,865.00
A 1085.000	STAR	6,311,917.57	0.00	6,311,917.57	0.00	6,311,917.57
A 1311.000	OTHER DAY SCHOOL TUITION	125,000.00	0.00	125,000.00	0.00	125,000.00
A 1335.000	OTH STUDENT FEE/CHARGES (	59,500.00	0.00	59,500.00	25,470.00	34,030.00
A 1489.000	OTHER CHARGES-SERVICES (I	0.00	0.00	0.00	640.53	(640.53)
A 2230.000	DAY SCHOOL TUIT-OTH DIST.	205,000.00	0.00	205,000.00	12,932.56	192,067.44
A 2280.000	HEALTH SERVICES FOR OTH D	62,000.00	0.00	62,000.00	0.00	62,000.00
A 2401.000	INTERST AND EARNINGS	95,000.00	0.00	95,000.00	14,766.13	80,233.87
A 2410.000	RENTAL OF REAL PROPERTY,I	73,200.00	0.00	73,200.00	18,317.91	54,882.09
A 2445.000	ELECTION RENTAL-LIBRARY V	8,000.00	0.00	8,000.00	0.00	8,000.00
A 2680.000	INSURANCE RECOVERIES	5,000.00	0.00	5,000.00	11,300.00	(6,300.00)
A 2690.000	OTHER COMPENSATION FOR LO	0.00	0.00	0.00	61.76	(61.76)
A 2701.000	REFUND PRIOR YR E-RATE	632,000.00	0.00	632,000.00	0.00	632,000.00
A 2705.000	GIFTS AND DONATIONS	0.00	0.00	0.00	602.30	(602.30)
A 2770.000	OTHER UNCLASSIFIED REV (S	337,000.00	0.00	337,000.00	10,495.13	326,504.87
A 3101.000	BASIC FORMULA STATE AID	34,883,911.00	0.00	34,883,911.00	0.00	34,883,911.00
A 3102.000	LOTTERY AID (SECT 3609A E	5,900,000.00	0.00	5,900,000.00	4,194,408.21	1,705,591.79
A 3103.000	BOCES AID (SECT 3609A ED	893,992.00	0.00	893,992.00	0.00	893,992.00
A 3105.000	EXCESS COST AID	9,937,839.00	0.00	9,937,839.00	0.00	9,937,839.00
A 3260.000	TEXTBOOK AID (INCL TXTBK/	282,158.00	0.00	282,158.00	0.00	282,158.00
A 3260.001	HARDWARE & TECHNOLOGY	59,194.00	0.00	59,194.00	0.00	59,194.00
A 3262.000	COMPUTER SOFTWARE AID	68,000.00	0.00	68,000.00	0.00	68,000.00
A 3263.000	LIBRARY A/V LOAN PROGRAM	30,000.00	0.00	30,000.00	0.00	30,000.00
A 3289.000	OTHER STATE AID/HOMELESS	400,000.00	0.00	400,000.00	35,000.00	365,000.00
A 4601.000	MEDIC.ASS'T-SCH AGE-SCH Y	100,000.00	0.00	100,000.00	0.00	100,000.00
A 8021.000	FUND BALANCE OR(DEFICIT)7	4,968,304.00	0.00	4,968,304.00	0.00	4,968,304.00
<b>FUND A TOTAL</b>		<b>123,565,275.00</b>	<b>0.00</b>	<b>123,565,275.00</b>	<b>4,323,994.53</b>	<b>119,241,280.47</b>

Report Completed 10:00 AM

**APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/15 - 09/30/15 (Detail)**

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 1010.475-00	CONFERENCE AND TRAVEL - BD OF ED	3,500.00	0.00	3,500.00	1,210.00	200.00	2,090.00
A 1010.490-00	BOCES - SVCS BOARD OF ED	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
A 1010.501-00	SUPPLIES - BD OF ED	1,100.00	0.00	1,100.00	44.96	80.04	975.00
<b>A 1010....BOARD OF EDUCATION</b>	<b>*</b>	<b>5,600.00</b>	<b>0.00</b>	<b>5,600.00</b>	<b>1,254.96</b>	<b>1,280.04</b>	<b>3,065.00</b>
A 1040.160-00	SAL DISTRICT CLERK DW	38,446.00	0.00	38,446.00	18,388.55	58,136.83	(38,079.38)
A 1040.501-00	SUPPLIES - DISTRICT CLERK	900.00	0.00	900.00	0.00	0.00	900.00
<b>A 1040....DISTRICT CLERK</b>	<b>*</b>	<b>39,346.00</b>	<b>0.00</b>	<b>39,346.00</b>	<b>18,388.55</b>	<b>58,136.83</b>	<b>(37,179.38)</b>
A 1060.433-00	RENTAL OF MACHINES - ELECTION	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00
A 1060.449-00	SAL - ELECTIONS	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
A 1060.472-00	ADVERTISING - ELECTIONS	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
A 1060.490-00	BOCES - ELECTIONS VTR REGIS	17,000.00	0.00	17,000.00	0.00	17,000.00	0.00
A 1060.501-00	SUPPLIES - ELECTIONS	7,000.00	0.00	7,000.00	0.00	0.00	7,000.00
<b>A 1060....DISTRICT MEETING</b>	<b>*</b>	<b>47,500.00</b>	<b>0.00</b>	<b>47,500.00</b>	<b>0.00</b>	<b>17,000.00</b>	<b>30,500.00</b>
<b>A 10....BOARD OF EDUCATION</b>	<b>**</b>	<b>92,446.00</b>	<b>0.00</b>	<b>92,446.00</b>	<b>19,643.51</b>	<b>76,416.87</b>	<b>(3,614.38)</b>
A 1240.150-00	SAL SUPERINTENDENT DW	250,000.00	0.00	250,000.00	54,343.55	171,656.45	24,000.00
A 1240.160-00	SAL CLER OFFICE OF SUPT OF SCHOO	117,307.00	0.00	117,307.00	18,859.28	59,625.05	38,822.67
A 1240.400-00	CONTRACT SERVICES	0.00	204.00	204.00	0.00	204.00	0.00
A 1240.475-00	CONFERENCE EXPENSE - SUPT OF SCH	3,000.00	0.00	3,000.00	270.00	737.50	1,992.50
A 1240.501-00	SUPPLIES - SUPT OF SCHOOLS	5,000.00	176.51	5,176.51	1,235.84	812.03	3,128.64
<b>A 1240....CHIEF SCHOOL ADMINISTRATOR</b>	<b>*</b>	<b>375,307.00</b>	<b>380.51</b>	<b>375,687.51</b>	<b>74,708.67</b>	<b>233,035.03</b>	<b>67,943.81</b>
<b>A 12....CENTRAL ADMINISTRATION</b>	<b>**</b>	<b>375,307.00</b>	<b>380.51</b>	<b>375,687.51</b>	<b>74,708.67</b>	<b>233,035.03</b>	<b>67,943.81</b>
A 1310.150-00	SAL ASST SUPT BUSINESS DW	175,000.00	0.00	175,000.00	44,630.16	132,919.84	(2,550.00)
A 1310.160-00	SAL BUSINESS OFFICE STAFF DW	310,233.00	0.00	310,233.00	68,943.47	175,817.55	65,471.98
A 1310.200-00	EQUIPMENT	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 1310.400-00	CONTRACT SVCS - BUSINESS OFFICE	50,000.00	0.00	50,000.00	9,616.67	22,783.33	17,600.00
A 1310.472-00	ADVERTISING - BUSINESS OFFICE	2,000.00	0.00	2,000.00	138.40	461.60	1,400.00
A 1310.475-00	CONFERENCES	2,000.00	0.00	2,000.00	0.00	400.00	1,600.00
A 1310.490-00	BOCES - BUSINESS ADMIN	55,000.00	0.00	55,000.00	5,973.88	49,026.12	0.00
A 1310.501-00	SUPPLIES - BUSINESS OFFICE	40,000.00	(552.30)	39,447.70	1,018.92	12,402.49	26,026.29
<b>A 1310....BUSINESS ADMINISTRATION</b>	<b>*</b>	<b>635,233.00</b>	<b>(552.30)</b>	<b>634,680.70</b>	<b>130,321.50</b>	<b>393,810.93</b>	<b>110,548.27</b>
A 1320.445-00	AUDITOR (EXTERNAL)	54,500.00	0.00	54,500.00	0.00	54,500.00	0.00
A 1320.446-00	AUDITOR (INTERNAL)	65,000.00	(50.00)	64,950.00	5,816.00	29,084.00	30,050.00
A 1320.447-00	AUDITOR (CLAIMS)	16,250.00	50.00	16,300.00	2,716.66	13,583.34	0.00
<b>A 1320....AUDITING</b>	<b>*</b>	<b>135,750.00</b>	<b>0.00</b>	<b>135,750.00</b>	<b>8,532.66</b>	<b>97,167.34</b>	<b>30,050.00</b>
A 1325.160-00	SAL DISTRICT TREASURER DW	62,430.00	0.00	62,430.00	15,001.41	47,414.85	13.74
<b>A 1325....TREASURER</b>	<b>*</b>	<b>62,430.00</b>	<b>0.00</b>	<b>62,430.00</b>	<b>15,001.41</b>	<b>47,414.85</b>	<b>13.74</b>
A 1345.160-00	SAL PURCHASING AGENT DW	47,509.00	0.00	47,509.00	5,362.30	0.00	42,146.70
A 1345.490-00	BOCES - PURCHASING SVC	9,000.00	0.00	9,000.00	8,650.00	350.00	0.00
<b>A 1345....PURCHASING</b>	<b>*</b>	<b>56,509.00</b>	<b>0.00</b>	<b>56,509.00</b>	<b>14,012.30</b>	<b>350.00</b>	<b>42,146.70</b>
<b>A 13....FINANCE</b>	<b>**</b>	<b>889,922.00</b>	<b>(552.30)</b>	<b>889,369.70</b>	<b>167,867.87</b>	<b>538,743.12</b>	<b>182,758.71</b>
A 1420.441-00	LEGAL RETAIN GEN COUNSEL	51,000.00	1,500.00	52,500.00	13,125.00	39,375.00	0.00
A 1420.442-00	LEGAL OTHER NON-RETAIN GEN	210,000.00	(3,000.00)	207,000.00	22,079.07	154,120.93	30,800.00

**APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/15 - 09/30/15 (Detail)**

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 1420.443-00	LEGAL NEGOTIATIONS RETAINER	34,500.00	1,500.00	36,000.00	9,000.00	27,000.00	0.00
A 1420.444-00	LEGAL NEGOTIATIONS HOURLY	55,000.00	0.00	55,000.00	0.00	0.00	55,000.00
A 1420.445-00	LEGAL BOND COUNSEL	13,000.00	0.00	13,000.00	0.00	13,000.00	0.00
<b>A 1420....LEGAL</b>	<b>*</b>	<b>363,500.00</b>	<b>0.00</b>	<b>363,500.00</b>	<b>44,204.07</b>	<b>233,495.93</b>	<b>85,800.00</b>
A 1430.150-00	SAL ASST SUPT PERSONNEL	185,658.00	0.00	185,658.00	45,364.35	143,293.65	(3,000.00)
A 1430.160-00	SAL CLER STAFF PERSONNEL DW	180,868.00	0.00	180,868.00	36,022.54	113,858.00	30,987.46
A 1430.200-00	EQUIPMENT - PERSONNEL	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 1430.400-00	CONTR SVCS ADV RECRUIT HR	11,000.00	0.00	11,000.00	9,658.50	0.00	1,341.50
A 1430.475-00	CONF TRVL ASST SUPT HR	500.00	0.00	500.00	0.00	0.00	500.00
A 1430.490-00	BOCES - SUBS RECRUIT NIS HR	50,773.00	0.00	50,773.00	0.00	50,773.00	0.00
A 1430.501-00	SUPPLIES - PERSONNEL	4,000.00	0.00	4,000.00	225.70	1,038.38	2,735.92
<b>A 1430....PERSONNEL</b>	<b>*</b>	<b>433,799.00</b>	<b>0.00</b>	<b>433,799.00</b>	<b>91,271.09</b>	<b>308,963.03</b>	<b>33,564.88</b>
A 1480.449-00	CONTR SVCS NWSLTR CLNDR PRINT	15,000.00	0.00	15,000.00	475.00	5,600.77	8,924.23
<b>A 1480....PUBLIC INFORMATION &amp; SERVICES</b>	<b>*</b>	<b>15,000.00</b>	<b>0.00</b>	<b>15,000.00</b>	<b>475.00</b>	<b>5,600.77</b>	<b>8,924.23</b>
<b>A 14....STAFF</b>	<b>**</b>	<b>812,299.00</b>	<b>0.00</b>	<b>812,299.00</b>	<b>135,950.76</b>	<b>548,059.73</b>	<b>128,289.11</b>
A 1620.150-00	SALARY - OPERATIONS	80,000.00	0.00	80,000.00	0.00	0.00	80,000.00
A 1620.160-00	SAL HOUSEKEEPING CENTRAL	2,345,691.00	0.00	2,345,691.00	517,098.19	1,623,477.77	205,115.04
A 1620.160-06	SAL - CENSUS ENUMERATOR	15,000.00	0.00	15,000.00	380.00	0.00	14,620.00
A 1620.161-00	SAL - SECURITY DW	729,000.00	0.00	729,000.00	49,306.75	0.00	679,693.25
A 1620.161-06	SAL SECURITY OVERTIME	20,000.00	0.00	20,000.00	31.50	0.00	19,968.50
A 1620.163-00	SAL CLER DIR BUILDINGS & GNDS D	42,860.00	0.00	42,860.00	8,990.73	28,399.27	5,470.00
A 1620.164-00	SAL SCHOOL CUSTODIAL SUPERVISOR	0.00	0.00	0.00	11,643.39	49,573.15	(61,216.54)
A 1620.165-00	SAL SUB-CUSTODIAL DW	190,000.00	0.00	190,000.00	54,378.50	0.00	135,621.50
A 1620.190-00	SAL OVERTIME OPERATIONS	110,000.00	0.00	110,000.00	20,787.48	0.00	89,212.52
A 1620.200-00	EQUIPMENT - B&G	100,000.00	0.00	100,000.00	5,919.89	24,164.91	69,915.20
A 1620.449-00	CONTRACT SVC BUILDINGS & GROUNDS	750,000.00	4,090.00	754,090.00	176,919.19	474,448.58	102,722.23
A 1620.454-00	FUEL OIL	110,000.00	0.00	110,000.00	0.00	100,000.00	10,000.00
A 1620.455-00	WATER SERVICE	23,000.00	0.00	23,000.00	4,928.70	18,071.30	0.00
A 1620.469-00	CARTAGE	75,000.00	0.00	75,000.00	8,071.88	56,928.12	10,000.00
A 1620.474-00	TRAVEL - B&G	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
A 1620.476-00	NATURAL GAS	500,000.00	0.00	500,000.00	4,382.62	495,617.38	0.00
A 1620.477-00	ELECTRIC	980,000.00	0.00	980,000.00	132,651.65	842,348.35	5,000.00
A 1620.478-00	TELEPHONE SERVICE	40,000.00	0.00	40,000.00	2,165.50	18,886.58	18,947.92
A 1620.490-00	BOCES - OP OF PLANT HLT SFTY	7,500.00	0.00	7,500.00	0.00	7,500.00	0.00
A 1620.501-00	MAINTENANCE SUPPLIES - B&G	3,000.00	0.00	3,000.00	548.93	785.54	1,665.53
A 1620.540-00	CUSTODIAL SUPPLIES - DW	250,000.00	0.00	250,000.00	130,010.53	61,033.12	58,956.35
A 1620.550-00	GLASS REPAIR SUPPLIES	7,500.00	0.00	7,500.00	403.65	4,096.35	3,000.00
A 1620.560-00	UNIFORMS BUILDINGS & GROUNDS	25,000.00	0.00	25,000.00	0.00	18,000.00	7,000.00
A 1620.570-00	AUTO PARTS BUILDINGS & GROUNDS	15,000.00	0.00	15,000.00	633.79	9,289.71	5,076.50
A 1620.571-00	GASOLINE - BUILDINGS & GROUNDS	30,000.00	0.00	30,000.00	2,511.29	22,488.71	5,000.00
A 1620.572-00	OIL AND LUBRICANTS BUILDINGS & G	2,500.00	0.00	2,500.00	0.00	500.00	2,000.00
A 1620.573-00	TIRES BUILDINGS & GROUNDS	5,000.00	0.00	5,000.00	0.00	4,500.00	500.00

**APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/15 - 09/30/15 (Detail)**

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
	<b>A 1620....OPERATION OF PLANT</b>	<b>6,461,051.00</b>	<b>4,090.00</b>	<b>6,465,141.00</b>	<b>1,131,764.16</b>	<b>3,860,108.84</b>	<b>1,473,268.00</b>
A 1621.160-00	SAL MAINTAINERS DW	285,772.00	0.00	285,772.00	68,213.06	218,413.11	(854.17)
	<b>A 1621....MAINTENANCE OF PLANT</b>	<b>285,772.00</b>	<b>0.00</b>	<b>285,772.00</b>	<b>68,213.06</b>	<b>218,413.11</b>	<b>(854.17)</b>
A 1670.160-00	Courier - Central Mailing	47,886.00	0.00	47,886.00	11,344.35	35,833.65	708.00
A 1670.473-00	POSTAGE CENT MAILING DW	65,000.00	0.00	65,000.00	20,221.79	41,778.21	3,000.00
A 1670.501-00	DUPLICATING SUPPLIES - DW	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
	<b>A 1670....CENTRAL PRINTING &amp; MAILING</b>	<b>117,886.00</b>	<b>0.00</b>	<b>117,886.00</b>	<b>31,566.14</b>	<b>77,611.86</b>	<b>8,708.00</b>
A 1680.160-00	SAL DATA PROCESS & TECHNOLOGY DW	254,018.00	0.00	254,018.00	50,481.04	160,502.54	43,034.42
A 1680.200-00	EQPT - DATA PROCESSING	700,000.00	0.00	700,000.00	9,878.00	29,428.56	660,693.44
A 1680.449-00	CABLEVISION - INTERNET	125,000.00	0.00	125,000.00	13,220.59	82,654.61	29,124.80
A 1680.490-00	BOCES - CTRL DATA PROCESSING	716,000.00	0.00	716,000.00	0.00	716,000.00	0.00
A 1680.490-06	BOCES DW COPY MACHINES	194,000.00	0.00	194,000.00	0.00	194,000.00	0.00
A 1680.501-00	SUPPLIES DATA PROCESSING	50,000.00	(3,494.30)	46,505.70	4,340.26	36,278.14	5,887.30
	<b>A 1680....CENTRAL DATA PROCESSING</b>	<b>2,039,018.00</b>	<b>(3,494.30)</b>	<b>2,035,523.70</b>	<b>77,919.89</b>	<b>1,218,863.85</b>	<b>738,739.96</b>
	<b>A 16....CENTRAL SERVICES</b>	<b>8,903,727.00</b>	<b>595.70</b>	<b>8,904,322.70</b>	<b>1,309,463.25</b>	<b>5,374,997.66</b>	<b>2,219,861.79</b>
A 1910.422-00	LIABILITY INSURANCE	472,000.00	0.00	472,000.00	448,230.00	0.00	23,770.00
A 1910.424-00	OTHER INSURANCE	150,000.00	0.00	150,000.00	2,796.00	140,000.00	7,204.00
	<b>A 1910....UNALLOCATED INSURANCE</b>	<b>622,000.00</b>	<b>0.00</b>	<b>622,000.00</b>	<b>451,026.00</b>	<b>140,000.00</b>	<b>30,974.00</b>
A 1920.479-00	SCHOOL ASSOCIATION DUES	20,000.00	(204.00)	19,796.00	10,691.88	0.00	9,104.12
	<b>A 1920....SCHOOL ASSOCIATION DUES</b>	<b>20,000.00</b>	<b>(204.00)</b>	<b>19,796.00</b>	<b>10,691.88</b>	<b>0.00</b>	<b>9,104.12</b>
A 1981.490-00	BOCES - ADMIN & FACILITY FEES	550,000.00	0.00	550,000.00	91,459.66	458,540.34	0.00
	<b>A 1981....BOCES ADMINISTRATIVE COSTS</b>	<b>550,000.00</b>	<b>0.00</b>	<b>550,000.00</b>	<b>91,459.66</b>	<b>458,540.34</b>	<b>0.00</b>
	<b>A 19....SPECIAL ITEMS</b>	<b>1,192,000.00</b>	<b>(204.00)</b>	<b>1,191,796.00</b>	<b>553,177.54</b>	<b>598,540.34</b>	<b>40,078.12</b>
	<b>A 1....BOARD OF EDUCATION</b>	<b>12,265,701.00</b>	<b>219.91</b>	<b>12,265,920.91</b>	<b>2,260,811.00</b>	<b>7,369,792.75</b>	<b>2,635,317.16</b>
A 2010.150-00	SAL ASST SUPT CURRICULUM DW	175,000.00	0.00	175,000.00	46,464.18	132,919.84	(4,384.02)
A 2010.160-00	SAL CLER ASST SUPT CURR DW	63,748.00	0.00	63,748.00	14,695.25	46,447.13	2,605.62
A 2010.475-00	CONFERENCE - ASST SUPT CURR	1,500.00	0.00	1,500.00	0.00	1,200.00	300.00
A 2010.480-00	DW TEXTBOOK ADOPTION	142,071.00	0.00	142,071.00	18,494.81	92,200.35	31,375.84
A 2010.490-00	BOCES - PROG COORD & SUPV	80,000.00	0.00	80,000.00	0.00	80,000.00	0.00
A 2010.501-00	SUPPLIES - ASST SUPT CURR	20,000.00	3,750.00	23,750.00	1,104.08	3,961.34	18,684.58
	<b>A 2010....CURRICULUM DEVEL &amp; SUPERVISION</b>	<b>482,319.00</b>	<b>3,750.00</b>	<b>486,069.00</b>	<b>80,758.32</b>	<b>356,728.66</b>	<b>48,582.02</b>
A 2020.150-00	PERSONNEL SERVICE CERTIFI	2,444,837.00	0.00	2,444,837.00	606,131.82	1,983,899.36	(145,194.18)
A 2020.160-00	PERSONNEL SERVICE CLASSIF	880,661.00	0.00	880,661.00	166,953.90	586,483.74	127,223.36
A 2020.161-00-6400	SAL CLER CENT REGISTR DW	53,659.00	0.00	53,659.00	14,252.68	45,020.32	(5,614.00)
A 2020.161-06	CLERICAL SUB DW	45,000.00	0.00	45,000.00	17,918.15	0.00	27,081.85
A 2020.190-00	CLERICAL OVERTIME DW	10,000.00	0.00	10,000.00	888.37	0.00	9,111.63
A 2020.200-01	PRINCIPALS EQUIPT BKHVN	1,000.00	0.00	1,000.00	0.00	937.79	62.21
A 2020.200-02	PRINCIPALS EQUIP VC	5,114.00	0.00	5,114.00	377.50	1,844.48	2,892.02
A 2020.200-03	PRINCIPALS EQUIP FPL	1,170.00	0.00	1,170.00	570.67	273.56	325.77
A 2020.200-07	PRINCIPALS EQUIP HS	3,997.00	0.00	3,997.00	284.05	1,940.14	1,772.81
A 2020.433-00	RENT MAINT COPY MCHN DW	15,000.00	0.00	15,000.00	0.00	10,000.00	5,000.00
A 2020.474-00	Mileage / Travel - DW	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00

**APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/15 - 09/30/15 (Detail)**

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 2020.501-01	OFFICE SUPPLIES - BKHVN	16,714.00	0.00	16,714.00	2,836.22	9,355.71	4,522.07
A 2020.501-02	OFFICE SUPPLIES - V W CRITZ	20,501.00	478.71	20,979.71	421.78	6,133.43	14,424.50
A 2020.501-03	OFFICE SUPPLIES - FPL	6,512.00	0.00	6,512.00	645.42	5,495.46	371.12
A 2020.501-04	OFFICE SUPPLIES - MS	16,504.00	0.00	16,504.00	1,430.17	3,441.34	11,632.49
A 2020.501-05	OFFICE SUPPLIES - KREAMER	11,000.00	0.00	11,000.00	6,655.02	3,015.91	1,329.07
A 2020.501-07	OFFICE SUPPLIES - HS	50,114.00	0.00	50,114.00	12,566.21	21,308.18	16,239.61
A 2020.526-01	PROFESSIONAL LITERATURE BK	557.00	0.00	557.00	0.00	297.41	259.59
A 2020.526-02	PROFESSIONAL LITERATURE CR	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2020.526-03	PROFESSIONAL LITERATURE FPL	789.00	0.00	789.00	89.00	280.00	420.00
A 2020.526-04	PROFESSIONAL LITERATURE MS	1,000.00	0.00	1,000.00	0.00	327.34	672.66
A 2020.526-05	PROFESSIONAL LITERATURE KR	500.00	0.00	500.00	0.00	0.00	500.00
A 2020.526-07	PROFESSIONAL LITERATURE HS	2,181.00	0.00	2,181.00	284.95	215.10	1,680.95
<b>A 2020....SUPERVISION-REGULAR SCHOOL *</b>		<b>3,590,810.00</b>	<b>478.71</b>	<b>3,591,288.71</b>	<b>832,305.91</b>	<b>2,680,269.27</b>	<b>78,713.53</b>
A 2021.150-00	SALARIES DEPT CHAIRS DW	38,058.00	0.00	38,058.00	5,397.95	17,045.05	15,615.00
<b>A 2021.... *</b>		<b>38,058.00</b>	<b>0.00</b>	<b>38,058.00</b>	<b>5,397.95</b>	<b>17,045.05</b>	<b>15,615.00</b>
A 2070.400-00	New Tchr Orient - Trans	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
A 2070.490-00	BOCES - INSVC STAFF DEV TRAINING	500.00	0.00	500.00	0.00	500.00	0.00
<b>A 2070....INSERVICE TRAINING-INSTRUCTION *</b>		<b>2,500.00</b>	<b>0.00</b>	<b>2,500.00</b>	<b>0.00</b>	<b>500.00</b>	<b>2,000.00</b>
<b>A 20....ADMIN &amp; IMPROVEMENT **</b>		<b>4,113,687.00</b>	<b>4,228.71</b>	<b>4,117,915.71</b>	<b>918,462.78</b>	<b>3,054,542.98</b>	<b>144,910.55</b>
A 2110.120-01	SAL TCH K-3 BKHVN	4,077,074.00	0.00	4,077,074.00	305,710.13	3,658,982.16	112,381.71
A 2110.120-02	SAL TCH K-3 VC	2,435,057.00	0.00	2,435,057.00	179,415.10	2,134,857.63	120,784.27
A 2110.120-03	SAL TCH GR 4 AND GR 5 FPL	3,733,552.00	0.00	3,733,552.00	255,957.47	3,066,207.22	411,387.31
A 2110.120-03-4006	SAL ENRICHMT FPL	58,840.00	0.00	58,840.00	0.00	0.00	58,840.00
A 2110.120-04	SAL TCH GR 6 MS	1,581,028.00	0.00	1,581,028.00	114,555.93	1,390,012.07	76,460.00
A 2110.120-05	SAL TCH K-3 KS	2,516,128.00	0.00	2,516,128.00	188,217.65	2,263,872.15	64,038.20
A 2110.121-00	SAL TCH ELEM HOME TEACHING DW	15,000.00	0.00	15,000.00	411.25	0.00	14,588.75
A 2110.130-00	SAL TCH ADDTL PREP SEC DW	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
A 2110.130-04	SAL TCH GR 7 AND GR 8 MS	3,288,205.00	0.00	3,288,205.00	237,682.79	2,780,632.04	269,890.17
A 2110.130-07	SAL TCH 9-12 HS	6,312,572.00	0.00	6,312,572.00	485,639.73	5,574,068.27	252,864.00
A 2110.131-00	SAL TCH SEC HOME TEACHING DW	125,000.00	0.00	125,000.00	3,008.00	0.00	121,992.00
A 2110.132-04	SAL TCH AS DET - BMS	6,000.00	0.00	6,000.00	200.00	0.00	5,800.00
A 2110.140-00	SUBSTITUTES DW	750,000.00	0.00	750,000.00	39,466.16	0.00	710,533.84
A 2110.151-00	SAL TCH ASSISTS	582,593.00	0.00	582,593.00	37,421.95	409,118.26	136,052.79
A 2110.160-00	MONITOR AND CAFETERIA AID	478,643.00	0.00	478,643.00	9,456.32	106,769.64	362,417.04
A 2110.164-00	TEACHER AIDES DW	85,000.00	0.00	85,000.00	1,026.30	0.00	83,973.70
A 2110.200-02	EQUIPT INSTR CRITZ	3,548.00	0.00	3,548.00	0.00	0.00	3,548.00
A 2110.200-03	EQUIPMENT PURCHASE-FPL	4,500.00	0.00	4,500.00	0.00	3,244.99	1,255.01
A 2110.200-04	EQUIPMENT PURCHASE-MIDDLE	16,646.00	0.00	16,646.00	336.52	16,237.75	71.73
A 2110.200-05	EQUIPMENT PURCHASE-KREAME	1,600.00	0.00	1,600.00	0.00	0.00	1,600.00
A 2110.200-07	EQUIPMENT PURCHASE-SENIOR	32,514.00	0.00	32,514.00	5,481.77	8,095.10	18,937.13
A 2110.410-06	HOME TUTORING GEN ED CONT	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
A 2110.435-00	GRADUATION EXPENSES	17,500.00	0.00	17,500.00	110.30	4,889.70	12,500.00

**APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/15 - 09/30/15 (Detail)**

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 2110.449-01	ASSEMBLY PROGRAMS BKHVN	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
A 2110.449-02	ASSEMBLY PROGRAMS CRITZ	3,653.00	0.00	3,653.00	0.00	0.00	3,653.00
A 2110.470-00	FOSTER TUITION REG SCHOOL	150,000.00	0.00	150,000.00	0.00	0.00	150,000.00
A 2110.473-00	PAYMENT TO CHARTER SCHOOLS	300,000.00	0.00	300,000.00	91,303.62	168,298.38	40,398.00
A 2110.474-00	Mileage / Travel INST DW	3,500.00	0.00	3,500.00	16.62	983.38	2,500.00
A 2110.480-03	TEXTBOOKS FRANK P. LONG	14,970.00	0.00	14,970.00	0.00	0.00	14,970.00
A 2110.480-04	TEXTBOOKS MS	12,305.00	0.00	12,305.00	3,299.35	6,525.48	2,480.17
A 2110.480-07	TEXTBOOKS HS	62,659.00	0.00	62,659.00	0.00	28,006.87	34,652.13
A 2110.484-03	RESOURCE BOOKS FPL	32,136.00	0.00	32,136.00	2,253.38	3,848.20	26,034.42
A 2110.484-04	RESOURCE BOOKS MS	50,919.00	0.00	50,919.00	5,710.34	35,256.70	9,951.96
A 2110.484-07	RESOURCE BOOKS HS	36,097.00	0.00	36,097.00	16,017.69	11,167.14	8,912.17
A 2110.490-00	BOCES - INSTRUCT SVCS	185,650.00	13,241.00	198,891.00	0.00	185,650.00	13,241.00
A 2110.501-01	SUPP ALL OTHER BKHVN	48,609.00	0.00	48,609.00	3,198.85	34,885.81	10,524.34
A 2110.501-02	INSTRUCTIONAL SUPPLIES CRITZ	20,541.00	0.00	20,541.00	7,154.37	6,948.44	6,438.19
A 2110.501-03	INSTRUCTIONAL SUPPLIES FPL	71,207.00	0.00	71,207.00	684.12	17,313.62	53,209.26
A 2110.501-04	INSTRUCTIONAL SUPPLIES MS	95,251.00	0.00	95,251.00	19,092.15	38,983.95	37,174.90
A 2110.501-05	SUPP INSTR ALL OTHER KS	30,297.00	552.30	30,849.30	16,173.12	5,614.52	9,061.66
A 2110.501-07	INSTRUCTIONAL SUPPLIES HS	58,904.00	0.00	58,904.00	12,209.10	25,000.54	21,694.36
<b>A 2110....TEACHING-REGULAR SCHOOL *</b>		<b>27,348,898.00</b>	<b>13,793.30</b>	<b>27,362,691.30</b>	<b>2,041,210.08</b>	<b>21,985,470.01</b>	<b>3,336,011.21</b>
A 2130.120-00	SAL TCH ELEMENTARY ART	371,862.00	0.00	371,862.00	31,416.05	290,599.14	49,846.81
A 2130.130-00	SAL TCH SECONDARY ART	860,573.00	0.00	860,573.00	66,886.91	750,165.31	43,520.78
A 2130.200-00-5000	EQUIPMENT	52,118.00	0.00	52,118.00	0.00	0.00	52,118.00
A 2130.476-00-5000	MEMBERSHIPS AND CONFERENCES	2,350.00	0.00	2,350.00	0.00	400.00	1,950.00
A 2130.479-00-5000	CONTRACT SERVICES	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
A 2130.501-00	ART SUPPLIES	58,190.00	0.00	58,190.00	17,580.75	18,061.15	22,548.10
<b>A 2130.... *</b>		<b>1,350,093.00</b>	<b>0.00</b>	<b>1,350,093.00</b>	<b>115,883.71</b>	<b>1,059,225.60</b>	<b>174,983.69</b>
A 2138.120-00	SAL TCH ELEMENTARY MUSIC	627,406.00	0.00	627,406.00	50,650.12	581,319.88	(4,564.00)
A 2138.130-00	SAL TCH SECONDARY MUSIC	851,633.00	0.00	851,633.00	62,616.95	705,816.45	83,199.60
A 2138.150-00	SUPERVISION OF STUDENTS	12,180.00	0.00	12,180.00	348.00	0.00	11,832.00
A 2138.200-00	MUSIC EQUIPMENT	40,000.00	0.00	40,000.00	3,783.92	16,148.83	20,067.25
A 2138.449-00	MUSIC ASSEMBLIES	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
A 2138.476-00	MEMBERSHIPS & PARTICIPATION FEES	9,060.00	0.00	9,060.00	2,370.00	0.00	6,690.00
A 2138.479-00	CONTRACT SERVICES	30,875.00	0.00	30,875.00	8,414.97	5,535.03	16,925.00
A 2138.501-00	MUSIC SUPPLIES	35,000.00	0.00	35,000.00	9,433.28	8,659.21	16,907.51
<b>A 2138.... *</b>		<b>1,611,154.00</b>	<b>0.00</b>	<b>1,611,154.00</b>	<b>137,617.24</b>	<b>1,317,479.40</b>	<b>156,057.36</b>
A 2140.150-07	SALARIES (INSTR DRIVERS ED)	8,000.00	0.00	8,000.00	3,300.00	0.00	4,700.00
A 2140.400-07	CONTRACTED SVCS (DRIVERS ED)	40,000.00	0.00	40,000.00	6,336.00	0.00	33,664.00
A 2140.501-07	INSTR SUPPLIES (DRIVERS ED)	2,500.00	0.00	2,500.00	100.00	0.00	2,400.00
<b>A 2140.... *</b>		<b>50,500.00</b>	<b>0.00</b>	<b>50,500.00</b>	<b>9,736.00</b>	<b>0.00</b>	<b>40,764.00</b>
<b>A 21....TEACHING **</b>		<b>30,360,645.00</b>	<b>13,793.30</b>	<b>30,374,438.30</b>	<b>2,304,447.03</b>	<b>24,362,175.01</b>	<b>3,707,816.26</b>
A 2250.120-00	SAL SP ED-ELEMENTARY	2,933,473.00	0.00	2,933,473.00	193,717.83	2,345,191.44	394,563.73
A 2250.130-00	SAL SP ED-SECONDARY	3,282,019.00	0.00	3,282,019.00	240,080.03	2,732,397.62	309,541.35



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ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 2250.150-00	SAL SUPV SP ED DW	280,478.00	0.00	280,478.00	67,443.20	213,034.80	0.00
A 2250.151-00	SAL -SP ED TA	1,320,342.00	0.00	1,320,342.00	98,334.49	1,135,218.35	86,789.16
A 2250.160-00	SAL CLER SP ED DW	246,697.00	0.00	246,697.00	46,801.12	147,835.69	52,060.19
A 2250.161-00	SAL SP ED 1:1 AIDES	926,121.00	0.00	926,121.00	75,936.82	843,248.80	6,935.38
A 2250.200-00	EQUIPMENT-REPAIR	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 2250.201-00	EQUIPMENT	15,000.00	0.00	15,000.00	1,651.99	3,099.07	10,248.94
A 2250.401-00	CONTRACT SERVICES	920,000.00	0.00	920,000.00	60,399.78	842,520.22	17,080.00
A 2250.441-00	LEGAL	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
A 2250.470-00	HANDICAPPED TUITION	1,060,900.00	0.00	1,060,900.00	34,466.50	885,533.50	140,900.00
A 2250.471-00	Foster Tuition - Sp Ed	400,000.00	0.00	400,000.00	0.00	0.00	400,000.00
A 2250.472-00	Summer Special Ed. Services / Tu	375,000.00	0.00	375,000.00	21,469.35	104,530.65	249,000.00
A 2250.473-00	PAYMENTS TO CHARTER SP. ED	195,000.00	0.00	195,000.00	40,327.72	14,672.28	140,000.00
A 2250.474-00	MILEAGE/TRAVEL	13,000.00	0.00	13,000.00	245.90	4,754.10	8,000.00
A 2250.480-00	TEXTBOOKS-SP ED	14,300.00	0.00	14,300.00	0.00	0.00	14,300.00
A 2250.490-00	BOCES - SPECIAL ED SERVICES	7,005,000.00	0.00	7,005,000.00	416.76	7,004,583.24	0.00
A 2250.491-00	BOCES-OCC ED	550,000.00	0.00	550,000.00	0.00	550,000.00	0.00
A 2250.501-00	SUPPLIES-SP ED	25,000.00	0.00	25,000.00	705.10	4,039.04	20,255.86
<b>A 2250....PROGRAMS-STUDENTS W/ DISABIL *</b>		<b>19,573,830.00</b>	<b>0.00</b>	<b>19,573,830.00</b>	<b>881,996.59</b>	<b>16,830,658.80</b>	<b>1,861,174.61</b>
A 2280.150-04	SAL TCH CAREER & OCC ED MS	531,255.00	0.00	531,255.00	42,945.65	477,848.35	10,461.00
A 2280.150-07	SAL TCH CAREER & OCC ED HS	413,613.00	0.00	413,613.00	34,243.74	409,575.06	(30,205.80)
A 2280.490-00	BOCES - CAREER & OCC ED	300,000.00	0.00	300,000.00	0.00	300,000.00	0.00
<b>A 2280....OCCUPATIONAL EDUCATION *</b>		<b>1,244,868.00</b>	<b>0.00</b>	<b>1,244,868.00</b>	<b>77,189.39</b>	<b>1,187,423.41</b>	<b>(19,744.80)</b>
<b>A 22....SPECIAL APPORTIONMENT PROGRAMS **</b>		<b>20,818,698.00</b>	<b>0.00</b>	<b>20,818,698.00</b>	<b>959,185.98</b>	<b>18,018,082.21</b>	<b>1,841,429.81</b>
A 2330.150-00	SUMMER SCHOOL INSTRUCTION	150,000.00	0.00	150,000.00	104,886.81	0.00	45,113.19
A 2330.160-00	SUMMER SCHOOL NON INSTRUCTIONAL	15,000.00	0.00	15,000.00	26,367.80	0.00	(11,367.80)
A 2330.490-00	BOCES - SPECIAL SCHOOLS REG YR	40,000.00	0.00	40,000.00	0.00	40,000.00	0.00
<b>A 2330....TEACHING-SPECIAL SCHOOLS *</b>		<b>205,000.00</b>	<b>0.00</b>	<b>205,000.00</b>	<b>131,254.61</b>	<b>40,000.00</b>	<b>33,745.39</b>
A 2340.490-00	BOCES - SPECIAL SCHOOLS	21,250.00	0.00	21,250.00	0.00	21,250.00	0.00
<b>A 2340.... *</b>		<b>21,250.00</b>	<b>0.00</b>	<b>21,250.00</b>	<b>0.00</b>	<b>21,250.00</b>	<b>0.00</b>
<b>A 23....SPECIAL SCHOOLS **</b>		<b>226,250.00</b>	<b>0.00</b>	<b>226,250.00</b>	<b>131,254.61</b>	<b>61,250.00</b>	<b>33,745.39</b>
A 2610.150-00	SALARY (LIBRARIAN)	585,053.00	0.00	585,053.00	42,785.44	528,395.56	13,872.00
A 2610.490-00	BOCES - LIBRARY & AV SVCS	75,000.00	11,276.10	86,276.10	0.00	75,000.00	11,276.10
A 2610.501-02	LIBRARY SUPPLIES CRITZ	500.00	0.00	500.00	65.91	431.71	2.38
A 2610.501-03	LIBRARY SUPPLIES FPL	1,000.00	0.00	1,000.00	0.00	998.00	2.00
A 2610.501-04	LIBRARY SUPPLIES MS	1,000.00	0.00	1,000.00	721.86	0.00	278.14
A 2610.501-05	LIBRARY SUPPLIES-KS	800.00	0.00	800.00	763.03	0.00	36.97
A 2610.501-07	LIBRARY SUPPLIES-BHS	2,667.00	2,773.86	5,440.86	0.00	2,773.86	2,667.00
A 2610.514-03	AUDIO VISUAL MATERIAL FPL	1,300.00	0.00	1,300.00	0.00	1,299.99	0.01
A 2610.514-04	AUDIO VISUAL MATERIAL MS	5,000.00	0.00	5,000.00	228.06	741.91	4,030.03
A 2610.514-05	AUDIO VISUAL MATERIAL KS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2610.514-07	AUDIO VISUAL MATERIAL HS	8,127.00	0.00	8,127.00	3,537.48	1,651.61	2,937.91
A 2610.521-01	LIBRARY BOOKS BKHVN	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00



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ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 2610.521-02	LIBRARY BOOKS CRITZ	5,000.00	0.00	5,000.00	0.00	4,995.43	4.57
A 2610.521-03	LIBRARY BOOKS FPL	7,000.00	0.00	7,000.00	0.00	5,000.00	2,000.00
A 2610.521-04	LIBRARY BOOKS MS	10,000.00	0.00	10,000.00	7,313.38	2,686.62	0.00
A 2610.521-05	LIBRARY BOOKS-KS	8,000.00	0.00	8,000.00	4,665.01	3,334.99	0.00
A 2610.521-07	LIBRARY BOOKS HS	26,973.00	0.00	26,973.00	3,855.00	8,047.49	15,070.51
A 2610.524-01	SUBSCRIPTIONS BKHVN	3,181.00	0.00	3,181.00	3,133.47	44.15	3.38
A 2610.524-02	SUBSCRIPTIONS-V W CRITZ	300.00	0.00	300.00	0.00	0.00	300.00
A 2610.524-03	SUBSCRIPTIONS FPL	3,000.00	0.00	3,000.00	1,168.50	1,793.05	38.45
A 2610.524-04	SUBSCRIPTIONS MS	1,000.00	0.00	1,000.00	956.70	0.00	43.30
A 2610.524-05	SUBSCRIPTIONS KS	3,025.00	0.00	3,025.00	2,133.67	618.75	272.58
A 2610.524-07	SUBSCRIPTIONS SENIOR HIGH	4,821.00	0.00	4,821.00	0.00	4,530.70	290.30
<b>A 2610....SCHOOL LIBRARY &amp; AUDIOVISUAL *</b>		<b>759,747.00</b>	<b>14,049.96</b>	<b>773,796.96</b>	<b>71,327.51</b>	<b>642,343.82</b>	<b>60,125.63</b>
A 2630.160-00	SAL NETWORK	221,767.00	0.00	221,767.00	33,771.75	191,605.02	(3,609.77)
A 2630.220-00	STATE AIDED COMPUTER HARDWARE	120,000.00	0.00	120,000.00	1,433.25	1,914.00	116,652.75
A 2630.460-00	COMPUTER SOFTWARE	130,000.00	(6,017.10)	123,982.90	43,968.76	45,779.62	34,234.52
<b>A 2630....COMPUTER ASSISTED INSTRUCTION *</b>		<b>471,767.00</b>	<b>(6,017.10)</b>	<b>465,749.90</b>	<b>79,173.76</b>	<b>239,298.64</b>	<b>147,277.50</b>
<b>A 26....INSTRUCTIONAL MEDIA **</b>		<b>1,231,514.00</b>	<b>8,032.86</b>	<b>1,239,546.86</b>	<b>150,501.27</b>	<b>881,642.46</b>	<b>207,403.13</b>
A 2805.160-07	SAL CLER ATT HS	50,390.00	0.00	50,390.00	11,945.49	37,732.51	712.00
<b>A 2805....ATTENDANCE-REGULAR SCHOOL *</b>		<b>50,390.00</b>	<b>0.00</b>	<b>50,390.00</b>	<b>11,945.49</b>	<b>37,732.51</b>	<b>712.00</b>
A 2810.150-00	SAL-GUIDANCE COUNCELOR	696,083.00	0.00	696,083.00	41,420.69	497,423.52	157,238.79
A 2810.151-00	SAL TCH GUIDANCE SUMMER	27,095.00	0.00	27,095.00	19,587.39	0.00	7,507.61
A 2810.160-00	PERSONNEL SERVICE CLASSIF	145,831.00	0.00	145,831.00	23,975.15	75,730.85	46,125.00
A 2810.474-00	TRAVEL GUIDANCE	800.00	0.00	800.00	0.00	0.00	800.00
A 2810.476-00	MEMBERSHIPS & PARTICIPATION FEES	400.00	0.00	400.00	0.00	0.00	400.00
A 2810.501-00	SUPPLIES	9,743.00	0.00	9,743.00	0.00	0.00	9,743.00
<b>A 2810....GUIDANCE-REGULAR SCHOOL *</b>		<b>879,952.00</b>	<b>0.00</b>	<b>879,952.00</b>	<b>84,983.23</b>	<b>573,154.37</b>	<b>221,814.40</b>
A 2815.160-00	PERSONNEL SERVICE-CLASSIF	307,929.00	0.00	307,929.00	32,994.70	266,313.34	8,620.96
A 2815.161-00	SAL CLERICAL-NURSE	33,362.00	0.00	33,362.00	3,652.12	29,216.88	493.00
A 2815.401-06	SCHOOL PHYSICIAN BY CONTRACT	40,000.00	0.00	40,000.00	7,500.00	32,500.00	0.00
A 2815.448-00	HEALTH SVCS PAY OTHER DISTRICTS	300,000.00	0.00	300,000.00	0.00	289,500.00	10,500.00
A 2815.501-00	SUPP HEALTH SVCS DW	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00
A 2815.501-01	SUPP HEALTH SVCS BKHVN	1,500.00	0.00	1,500.00	0.00	1,043.46	456.54
A 2815.501-02	SUPP HEALTH SVCS CRITZ	1,250.00	0.00	1,250.00	0.00	827.76	422.24
A 2815.501-03	SUPP HEALTH SVCS FPL	1,500.00	0.00	1,500.00	99.00	1,206.82	194.18
A 2815.501-04	SUPP HEALTH SVCS MS	2,000.00	0.00	2,000.00	0.00	1,499.99	500.01
A 2815.501-05	SUPP HEALTH SVCS KS	1,250.00	0.00	1,250.00	0.00	899.27	350.73
A 2815.501-07	SUPP HEALTH SVCS HS	2,000.00	0.00	2,000.00	0.00	1,289.09	710.91
<b>A 2815....HEALTH SERVICES-REGULAR SCHOOL *</b>		<b>698,291.00</b>	<b>0.00</b>	<b>698,291.00</b>	<b>44,245.82</b>	<b>624,296.61</b>	<b>29,748.57</b>
A 2820.150-00	SAL PSYCHOLOGIST DW	776,299.00	0.00	776,299.00	65,061.26	747,697.74	(36,460.00)
A 2820.449-00	CONTRACTED SERVICES	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
A 2820.501-00	SUPP TESTING PSYCH SVCS DW	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00

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ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
<b>A 2820....PSYCHOLOGICAL SRVC-REG SCHOOL *</b>		<b>816,299.00</b>	<b>0.00</b>	<b>816,299.00</b>	<b>65,061.26</b>	<b>747,697.74</b>	<b>3,540.00</b>
A 2825.150-00	SOCIAL WORKER	926,365.00	0.00	926,365.00	64,972.33	775,790.47	85,602.20
A 2825.151-00	SOCIAL WORKER SUMMER	0.00	0.00	0.00	2,560.07	0.00	(2,560.07)
A 2825.490-00-3100	BOCES Social Wrks DW	145,000.00	0.00	145,000.00	0.00	145,000.00	0.00
<b>A 2825....SOCIAL WORK SRVC-REG SCHOOL *</b>		<b>1,071,365.00</b>	<b>0.00</b>	<b>1,071,365.00</b>	<b>67,532.40</b>	<b>920,790.47</b>	<b>83,042.13</b>
A 2850.150-00	SAL CO-CURR CHAPERONES CLUBS ETC	246,985.00	0.00	246,985.00	13,510.72	0.00	233,474.28
A 2850.151-00	SAL TCH INTRAMURALS DW	40,000.00	0.00	40,000.00	0.00	0.00	40,000.00
A 2850.401-04	CONTR SVCS SET DSGN, CSTMES, ETC	3,600.00	0.00	3,600.00	0.00	0.00	3,600.00
A 2850.401-07	CONTR SVCS SET DSGN, CSTMES, ETC	10,000.00	6,100.00	16,100.00	0.00	12,100.00	4,000.00
A 2850.449-07	Clipper Publishing	12,500.00	0.00	12,500.00	0.00	0.00	12,500.00
<b>A 2850....CO-CURRICULAR ACTIV-REG SCHL *</b>		<b>313,085.00</b>	<b>6,100.00</b>	<b>319,185.00</b>	<b>13,510.72</b>	<b>12,100.00</b>	<b>293,574.28</b>
A 2855.120-00	SAL TCH-PE-ELEMENTARY	688,989.00	0.00	688,989.00	52,155.85	624,822.25	12,010.90
A 2855.130-00	SAL TCH-PE-SECONDARY	880,945.00	0.00	880,945.00	66,748.17	811,728.33	2,468.50
A 2855.150-00	SAL-DIRECTOR OF ATHLETICS	147,738.00	0.00	147,738.00	35,524.76	112,213.24	0.00
A 2855.151-00	SAL SPORTS TIME, FILM, EMT, ETC.	35,000.00	0.00	35,000.00	538.00	0.00	34,462.00
A 2855.155-00	COACHES SALARIES	403,870.00	0.00	403,870.00	11,564.00	0.00	392,306.00
A 2855.156-00	ATHLETIC TRAINER	47,000.00	0.00	47,000.00	7,531.40	37,468.60	2,000.00
A 2855.160-07	SAL CLERICAL ATHLETIC DIRECTOR H	51,940.00	0.00	51,940.00	12,057.83	38,909.87	972.30
A 2855.200-00	EQUIPMENT	22,500.00	0.00	22,500.00	1,957.75	43.40	20,498.85
A 2855.449-00	OFFICIAL FEES	121,000.00	0.00	121,000.00	16,014.00	73,986.00	31,000.00
A 2855.463-00	CONTRACT SERVICES	32,000.00	0.00	32,000.00	7,629.00	15,010.00	9,361.00
A 2855.476-00	REGISTRATION,TRAVEL,CONFERENCE	16,200.00	0.00	16,200.00	1,409.00	2,629.65	12,161.35
A 2855.501-00	SUPPLIES	76,950.00	0.00	76,950.00	24,111.64	33,357.44	19,480.92
A 2855.502-00	AWARDS	6,500.00	973.50	7,473.50	1,007.79	600.00	5,865.71
<b>A 2855....INTERSCHOL ATHLETICS-REG SCHL *</b>		<b>2,530,632.00</b>	<b>973.50</b>	<b>2,531,605.50</b>	<b>238,249.19</b>	<b>1,750,768.78</b>	<b>542,587.53</b>
<b>A 28....PUPIL SERVICES **</b>		<b>6,360,014.00</b>	<b>7,073.50</b>	<b>6,367,087.50</b>	<b>525,528.11</b>	<b>4,666,540.48</b>	<b>1,175,018.91</b>
<b>A 2....ADMIN &amp; IMPROVEMENT ***</b>		<b>63,110,808.00</b>	<b>33,128.37</b>	<b>63,143,936.37</b>	<b>4,989,379.18</b>	<b>51,044,233.14</b>	<b>7,110,324.05</b>
A 5510.160-00	SAL-CLERICAL	0.00	0.00	0.00	1,759.23	5,562.17	(7,321.40)
A 5510.161-00	SAL-BUS MONITORS	250,000.00	0.00	250,000.00	4,897.79	0.00	245,102.21
A 5510.400-00	CONTRACT SVCS	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00
A 5510.440-00	COMPUTERIZED TRANSPORTATI	7,000.00	0.00	7,000.00	0.00	0.00	7,000.00
<b>A 5510....DISTRICT TRANSPORT-MEDICAID *</b>		<b>332,000.00</b>	<b>0.00</b>	<b>332,000.00</b>	<b>6,657.02</b>	<b>5,562.17</b>	<b>319,780.81</b>
A 5530.434-00	LEASE OF BUILDING	38,200.00	0.00	38,200.00	9,555.00	28,665.00	(20.00)
<b>A 5530....GARAGE BUILDING *</b>		<b>38,200.00</b>	<b>0.00</b>	<b>38,200.00</b>	<b>9,555.00</b>	<b>28,665.00</b>	<b>(20.00)</b>
A 5540.400-00	CONTRACT TRANS - REG SCHOOL	7,300,000.00	0.00	7,300,000.00	841,463.36	6,461,704.11	(3,167.47)
A 5540.401-00	Add'l Coverage - Reg School	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00
<b>A 5540....CONTRACT TRANSPORT-MEDICAID *</b>		<b>7,330,000.00</b>	<b>0.00</b>	<b>7,330,000.00</b>	<b>841,463.36</b>	<b>6,461,704.11</b>	<b>26,832.53</b>
A 5545.401-00	ATHLETICS TRANS BY CONTRACT	225,000.00	0.00	225,000.00	0.00	200,000.00	25,000.00
A 5545.402-00	FIELD TRIPS	1,200.00	0.00	1,200.00	0.00	1,200.00	0.00
A 5545.403-00	FIELD TRIPS (MUSIC)	12,000.00	0.00	12,000.00	0.00	12,000.00	0.00
A 5545.404-00	FIELD TRIPS (MATH)	4,000.00	0.00	4,000.00	0.00	3,720.00	280.00

**APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/15 - 09/30/15 (Detail)**

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 5545....	*	242,200.00	0.00	242,200.00	0.00	216,920.00	25,280.00
A 5546.400-01	TRANS STUDENT TRIPS - BRKHVN	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A 5546.400-02	TRANS STUDENT TRIPS - CRITZ	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A 5546.400-03	TRANS STUDENT TRIPS - FPL	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A 5546.400-04	TRANS STUDENT TRIPS - BMS	5,500.00	0.00	5,500.00	0.00	5,500.00	0.00
A 5546.400-05	TRANS STUDENT TRIPS - KS	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A 5546.400-07	TRANS STUDENT TRIPS HS	5,500.00	0.00	5,500.00	0.00	5,500.00	0.00
A 5546.499-00-4400	FIELD TRIPS	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
A 5546....	*	33,000.00	0.00	33,000.00	0.00	23,000.00	10,000.00
A 55....PUPIL TRANSPORTATION	**	7,975,400.00	0.00	7,975,400.00	857,675.38	6,735,851.28	381,873.34
A 5....	***	7,975,400.00	0.00	7,975,400.00	857,675.38	6,735,851.28	381,873.34
A 9010.800-00	EMPLOYEES RETIREMENT	1,410,908.00	0.00	1,410,908.00	0.00	1,410,908.00	0.00
A 9010....STATE RETIREMENT	*	1,410,908.00	0.00	1,410,908.00	0.00	1,410,908.00	0.00
A 9020.800-00	TEACHER RETIREMENT	7,470,685.00	0.00	7,470,685.00	0.00	7,470,685.00	0.00
A 9020....TEACHERS' RETIREMENT	*	7,470,685.00	0.00	7,470,685.00	0.00	7,470,685.00	0.00
A 9030.800-00	SOCIAL SECURITY	4,169,287.00	0.00	4,169,287.00	455,144.15	3,714,142.85	0.00
A 9030....SOCIAL SECURITY	*	4,169,287.00	0.00	4,169,287.00	455,144.15	3,714,142.85	0.00
A 9040.800-00	WORKERS' COMPENSATION	625,000.00	0.00	625,000.00	247,734.49	377,265.51	0.00
A 9040....WORKERS' COMPENSATION	*	625,000.00	0.00	625,000.00	247,734.49	377,265.51	0.00
A 9045.800-00	LIFE INSURANCE	78,500.00	0.00	78,500.00	25,577.69	45,728.31	7,194.00
A 9045....LIFE INSURANCE	*	78,500.00	0.00	78,500.00	25,577.69	45,728.31	7,194.00
A 9050.800-00	UNEMPLOYMENT INSURANCE	150,000.00	0.00	150,000.00	1,300.00	148,700.00	0.00
A 9050....UNEMPLOYMENT INSURANCE	*	150,000.00	0.00	150,000.00	1,300.00	148,700.00	0.00
A 9055.800-00	DISABILITY INSURANCE	53,000.00	0.00	53,000.00	15,397.74	37,602.26	0.00
A 9055....DISABILITY INSURANCE	*	53,000.00	0.00	53,000.00	15,397.74	37,602.26	0.00
A 9060.800-00	HEALTH INSURANCE	13,314,017.00	0.00	13,314,017.00	2,973,567.17	10,339,681.44	768.39
A 9060.801-00	MEDICARE REIMBURSEMENTS	650,000.00	0.00	650,000.00	188,814.80	0.00	461,185.20
A 9060.802-00	HEALTH INS OPT OUT	1,100,000.00	0.00	1,100,000.00	0.00	0.00	1,100,000.00
A 9060.803-00	BTAA Health Reimbursement	55,000.00	0.00	55,000.00	450.00	54,550.00	0.00
A 9060....HOSPITAL, MEDICAL & DENTAL INS	*	15,119,017.00	0.00	15,119,017.00	3,162,831.97	10,394,231.44	1,561,953.59
A 9070.800-00	DENTAL INSURANCE	610,000.00	0.00	610,000.00	105,974.61	29,681.09	474,344.30
A 9070....UNION WELFARE BENEFITS	*	610,000.00	0.00	610,000.00	105,974.61	29,681.09	474,344.30
A 9080.800-00	BTA SICK LV BUYOUT FOR TDA	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00
A 9080....	*	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00
A 9089.800-00	TUITION REIMBURSEMENT	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 9089....OTHER	*	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 9090.800-00	TERMINAL LEAVE PAYOUTS & SL BUYB	300,000.00	0.00	300,000.00	143,001.50	0.00	156,998.50
A 9090....	*	300,000.00	0.00	300,000.00	143,001.50	0.00	156,998.50
A 90....EMPLOYEE BENEFITS	**	30,064,397.00	0.00	30,064,397.00	4,156,962.15	23,628,944.46	2,278,490.39
A 9711.600-00	SERIAL BONDS PRINCIPAL	6,495,000.00	0.00	6,495,000.00	1,975,000.00	4,520,000.00	0.00
A 9711.700-00	SERIAL BONDS INTEREST	3,328,969.00	0.00	3,328,969.00	741,609.17	2,490,756.25	96,603.58

APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/15 - 09/30/15 (Detail)

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 9711....	*	9,823,969.00	0.00	9,823,969.00	2,716,609.17	7,010,756.25	96,603.58
A 9760.700-00	TAX ANTICIPATION NOTE INT	200,000.00	0.00	200,000.00	0.00	200,000.00	0.00
A 9760....DEBT SERVICE-TAX ANTICIP NOT	*	200,000.00	0.00	200,000.00	0.00	200,000.00	0.00
A 97....	**	10,023,969.00	0.00	10,023,969.00	2,716,609.17	7,210,756.25	96,603.58
A 9901.950-00	TRANSFER TO SPECIAL AID F	125,000.00	0.00	125,000.00	0.00	0.00	125,000.00
A 9901....TRANSFER TO SPECIAL AID	*	125,000.00	0.00	125,000.00	0.00	0.00	125,000.00
A 99....INTERFUND TRANSFERS	**	125,000.00	0.00	125,000.00	0.00	0.00	125,000.00
A 9....EMPLOYEE BENEFITS	***	40,213,366.00	0.00	40,213,366.00	6,873,571.32	30,839,700.71	2,500,093.97
<b>GRAND TOTALS</b>		<b>123,565,275.00</b>	<b>33,348.28</b>	<b>123,598,623.28</b>	<b>14,981,436.88</b>	<b>95,989,577.88</b>	<b>12,627,608.52</b>

Report Completed 10.01 AM

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT  
 CAPITAL ONE COLLATERAL RECONCILIATION  
 SEPTEMBER 2015

	<b>09.30.15</b>
CAPONE GENERAL FUND MMA	\$747,219.91
CAPONE GENERAL FUND CHECKING	\$4,983,265.21
CAPONE PAYROLL CHECKING	\$83,514.29
CAPONE TRUST & AGENCY CHECKING	\$192,160.15
CAPONE FEDERAL CHECKING	\$77,690.74
CAPONE CAFETERIA CHECKING	\$112,636.51
CAPONE CAPITAL CHECKING	\$0.00
TOTAL BALANCES	\$ 6,196,486.81
LESS: FDIC INSURANCE	\$ 250,000.00
	\$ 5,946,486.81
COLLATERAL PERCENTAGE	105.00%
105% OF DEPOSITS	\$ 6,243,811.15
MARKET VALUE	\$ 6,351,220.82



BNY MELLON

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

Date: 09/01/15 - 09/30/15

000462 XBGS101

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

RE: [REDACTED]

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

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

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

DATE	AS OF DATE	TOTAL DEPOSITS	MARKET VALUE	COLLATERAL PERCENTAGE	# OF DAYS
09/02/15	09/01/15	8,415,848.06	8,836,641.36	105.000	1
09/03/15	09/02/15	8,335,142.84	8,751,900.02	105.000	1
09/04/15	09/03/15	8,648,570.15	9,080,998.90	105.000	1
09/08/15	09/04/15	7,861,995.38	8,255,095.50	105.000	4
09/09/15	09/08/15	7,821,735.28	8,212,822.22	105.000	1
09/10/15	09/09/15	7,715,270.29	8,101,034.54	105.000	1
09/11/15	09/10/15	7,429,851.53	7,801,344.83	105.000	1
09/14/15	09/11/15	6,381,750.24	6,700,838.49	105.000	3
09/15/15	09/14/15	6,253,624.62	6,566,306.21	105.000	1
09/16/15	09/15/15	5,784,654.12	6,073,887.77	105.000	1
09/17/15	09/16/15	4,279,289.98	4,493,254.55	105.000	1
09/18/15	09/17/15	4,242,615.10	4,454,746.19	105.000	1
09/21/15	09/18/15	4,206,227.46	4,416,539.61	105.000	3
09/22/15	09/21/15	4,141,893.18	4,348,988.41	105.000	1
09/23/15	09/22/15	4,153,509.24	4,361,185.19	105.000	1
09/24/15	09/23/15	3,797,955.05	3,987,853.17	105.000	1
09/25/15	09/24/15	7,643,990.44	8,026,190.65	105.000	1
09/28/15	09/25/15	5,877,738.69	6,171,625.66	105.000	3
09/29/15	09/28/15	6,048,270.87	6,350,685.20	105.000	1
09/30/15	09/29/15	6,095,627.70	6,400,409.77	105.000	1
10/01/15	09/30/15	6,048,781.33	6,351,220.82	105.000	1

# Muni Report - Asset Allocation Report



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

Main Account Name: FIRST NB OF LONG ISLAND

Sub Account	Sub Account Name	Deposit Amount	Marginal %	Adj Deposit Amount
	FNB LONG ISLAND/SOUTH COUNTRY (	13,660,857.16	105	14,343,900.02

CUSIP	Security Description	Shares	Market Value	Variable %	Collateral Value
844402UZ8	SOUTHINGTON CT 2.000% 11/01/23 (v)	495,000.00	489,812.40	90.00	440,831.16
844402UY1	SOUTHINGTON CT 2.000% 11/01/22 (v)	300,000.00	299,928.00	90.00	269,935.20
840615BN7	SO. WASHINGTON MN 3.700% 3/01/28 (v)	260,000.00	270,153.00	90.00	243,137.70
840615BM9	SO. WASHINGTON MN 3.600% 3/01/27 (v)	190,000.00	196,851.40	90.00	177,166.26
838566J32	SOUTH KINGSTOWN RI 4.500% 11/01/29 (v)	300,000.00	326,574.00	90.00	293,916.60
835240YT3	SOMERVILLE MA 4.000% 1/15/30 (v)	200,000.00	212,550.00	90.00	191,295.00
835240YR7	SOMERVILLE MA 4.000% 1/15/28 (v)	220,000.00	235,371.40	90.00	211,834.26
820667WH2	SHAWNEE KS 3.450% 12/01/26 (v)	100,000.00	106,573.00	90.00	95,915.70
820667WG4	SHAWNEE KS 3.250% 12/01/25 (v)	325,000.00	344,262.72	90.00	309,836.45
795410DG1	SALISBURY TWP PA 4.000% 12/15/29 (v)	185,000.00	185,283.05	90.00	166,754.75
795410DF3	SALISBURY TWP PA 4.000% 12/15/28 (v)	175,000.00	175,369.25	90.00	157,832.33
777152LJ6	ROSE TREE MEDIA PA 3.000% 2/01/22 (v)	250,000.00	251,452.50	90.00	226,307.25
772159BT5	ROCK HILL MO 4.500% 3/01/29 (v)	340,000.00	365,500.00	90.00	328,950.00
768457GM9	RIVER VALE NJ 3.250% 8/15/27 (v)	280,000.00	290,491.58	90.00	261,442.42
754025GB4	RARITAN TWP NJ 3.500% 8/01/25 (v)	300,000.00	317,664.00	90.00	285,897.60
754025GA6	RARITAN TWP NJ 3.250% 8/01/24 (v)	565,000.00	594,323.50	90.00	534,891.15
736560EQ2	PORTLAND ME 4.000% 9/01/29 (v)	150,000.00	161,143.50	90.00	145,029.15
727730FD0	PLATTE CNTY MO SCH 3.750% 3/01/30 (v)	375,000.00	389,265.00	90.00	350,338.50
724292TM9	PISCATAWAY TWP NJ 3.000% 12/15/19 (v)	1,034,000.00	1,109,171.80	90.00	998,254.62
719189NN8	PHOENIXVILLE PA 2.000% 2/15/17 (v)	595,000.00	606,947.60	90.00	546,252.84
719189ND0	PHOENIXVILLE PA 3.300% 5/15/27 (v)	545,000.00	555,867.30	90.00	500,280.57
714145UK3	PERKIOMEN VLY PA 3.250% 2/15/28 (v)	350,000.00	353,136.00	90.00	317,822.40
690690KU5	OWEN J ROBERTS PA 4.500% 9/01/28 (v)	500,000.00	530,915.00	90.00	477,823.50
68608KVB1	OREGON ST 4.250% 8/01/29 (v)	500,000.00	528,235.00	90.00	475,411.50
652233CX3	NEWPORT NEWS VA 4.250% 9/01/29 (v)	336,110.00	359,856.18	90.00	323,870.56
597329PZ8	MIDDLETOWN TWP PA 3.500% 8/15/25 (v)	343,990.00	349,720.84	90.00	314,748.76
597222QC5	MIDDLETOWN RI 4.000% 2/01/28 (v)	750,000.00	820,665.00	90.00	738,598.50
562102E22	MANCHESTER BTS MA 3.625% 5/15/28 (v)	285,000.00	299,791.50	90.00	269,812.35
562102EW9	MANCHESTER BTS MA 3.250% 5/15/25 (v)	180,000.00	189,181.80	90.00	170,263.62
551664LG8	LYNNFIELD MA 3.000% 7/15/29 (v)	1,590,000.00	1,676,797.95	90.00	1,509,118.15
543077QT1	LONGMEADOW MA 4.375% 2/15/30 (v)	910,000.00	972,489.70	90.00	875,240.73
531575PZ5	LIBERTYVILLE IL 4.300% 12/15/30 (v)	440,000.00	466,492.40	90.00	419,843.16
526678FS1	LEONIA NJ 4.000% 7/15/30 (v)	555,000.00	593,655.75	90.00	534,290.18
523336MD4	LEDYARD CT 4.000% 7/01/27 (v)	340,000.00	363,504.17	90.00	327,153.75
507521AS1	LAKE BARRINGTON IL 4.375% 10/15/24 (v)	355,000.00	372,164.22	90.00	334,947.80
498206EA5	KITTERY ME 4.000% 9/01/27 (v)	360,000.00	398,732.40	90.00	358,859.16
498206DZ1	KITTERY ME 4.000% 9/01/28 (v)	160,000.00	177,774.39	90.00	159,996.95
<b>Totals for Account: Adj. Deposit Amt:</b>		<b>14,343,900.02</b>	<b>15,937,667.30</b>		<b>14,343,900.58</b>

Balance per Bank 9/30/15 \$ 13,910,756<sup>57</sup>

**SOUTH COUNTRY SCHOOL DISTRICT  
MIDDLE SCHOOL-EXTRA CLASSROOM ACTIVITIES  
JULY 1, 2015 -SEPTEMBER 30, 2015.**

ACTIVITIES	BALANCES 07/01/2015	TOTAL RECEIPTS 2015 - 2016	TOTAL RECEIPTS & BALANCES 2015 - 2016	TOTAL PAYMENTS 2015 - 2016	BALANCES 9/30/2015
ART CLUB	423.00	0.00	423.00	0.00	423.00
BARGE	479.60	0.00	479.60	0.00	479.60
COMPUTER CLUB	40.00	0.00	40.00	0.00	40.00
GENERAL FUND	1,812.69	0.00	1,812.69	0.00	1,812.69
HISTORY CLUB	22.01	0.00	22.01	0.00	22.01
HONOR SOCIETY	2,419.61	0.00	2,419.61	2,764.50	-344.89
INTERNATIONAL CLU	3.35	0.00	3.35	0.00	3.35
JAZZ ENSEMBLE	0.00	0.00	0.00	0.00	0.00
MATH CLUB	0.00	0.00	0.00	0.00	0.00
MUSICAL	2,687.78	0.00	2,687.78	575.99	2,111.79
PEER MEDIATION	0.00	0.00	0.00	0.00	0.00
SCIENCE CLUB	0.00	0.00	0.00	0.00	0.00
SC SINGERS	0.00	0.00	0.00	0.00	0.00
STEP SQUAD	438.00	0.00	438.00	0.00	438.00
STUDENT COUNCIL	13,451.04	1,000.00	14,451.04	7,536.33	6,914.71
YEAR BOOK	3,696.94	0.00	3,696.94	0.00	3,696.94
<b>TOTAL</b>	<b>\$ 25,474.02</b>	<b>\$ 1,000.00</b>	<b>\$ 26,474.02</b>	<b>\$ 10,876.82</b>	<b>\$ 15,597.20</b>



**SOUTH COUNTRY SCHOOL DISTRICT  
HIGH SCHOOL-EXTRA CLASSROOM ACTIVITIES  
JULY 1, 2015 - SEPTEMBER 30, 2015**

ACTIVITIES	BALANCES 07/01/2015	TOTAL RECEIPTS 2015 - 2016	TOTAL RECEIPTS & BALANCES 2015- 2016	TOTAL PAYMENTS 2015-2016	BALANCES 9/30/2015
CLASS OF 2014	4,529.89	0.00	4,529.89	0.00	4,529.89
CLASS OF 2015	9,249.60	0.00	9,249.60	2,167.37	7,082.23
CLASS OF 2016	2,988.23	0.00	2,988.23	0.00	2,988.23
CLASS OF 2017	2,024.58	0.00	2,024.58	0.00	2,024.58
CLASS OF 2018	125.75	0.00	125.75	0.00	125.75
CLASS OF 2019	0.00	300.00	300.00	0.00	300.00
ADVERTISING & PUBLICITY	895.24	0.00	895.24	0.00	895.24
ATHLETES HELPING ATHLET	0.00	0.00	0.00	0.00	0.00
CHAMBER CHOIR	0.00	0.00	0.00	0.00	0.00
CHAMBER STRINGS	0.00	0.00	0.00	0.00	0.00
CHESS CLUB	67.00	0.00	67.00	0.00	67.00
CLARINET CHOIR	0.00	0.00	0.00	0.00	0.00
CLIPPER	0.00	0.00	0.00	0.00	0.00
COMPUTER CLUB	279.22	0.00	279.22	0.00	279.22
DANCE TEAM	0.00	0.00	0.00	0.00	0.00
DECA-FBLA	931.97	0.00	931.97	394.87	537.10
DRAMA CLUB	0.00	0.00	0.00	0.00	0.00
DRAMA PRODUCTION CLUB	2,599.58	0.00	2,599.58	301.73	2,297.85
FATHOM	111.68	0.00	111.68	0.00	111.68
FRENCH CLUB	0.00	0.00	0.00	0.00	0.00
FUTURE TEACHERS OF AME	10.72	0.00	10.72	0.00	10.72
GENERAL FUND	5,592.28	0.00	5,592.28	234.04	5,358.24
GRADUATION	13,478.58	0.00	13,478.58	5,206.00	8,272.58
HISTORY CLUB	180.00	0.00	180.00	0.00	180.00
ITALIAN CLUB	112.83	0.00	112.83	0.00	112.83
JAZZ ENSEMBLE	0.00	0.00	0.00	0.00	0.00
KEY CLUB	349.04	0.00	349.04	0.00	349.04
LITERARY/COMPUTER CLUB	0.00	0.00	0.00	0.00	0.00
LOG/YEARBOOK	10,456.00	0.00	10,456.00	9,800.00	656.00
MATH CLUB	487.53	0.00	487.53	0.00	487.53

**SOUTH COUNTRY SCHOOL DISTRICT  
HIGH SCHOOL-EXTRA CLASSROOM ACTIVITIES  
JULY 1, 2015 - SEPTEMBER 30, 2015**

ACTIVITIES	BALANCES 07/01/2015	TOTAL RECEIPTS 2015 - 2016	TOTAL RECEIPTS & BALANCES 2015- 2016	TOTAL PAYMENTS 2015-2016	BALANCES 9/30/2015
MATH HONOR SOC.	97.61	0.00	97.61	0.00	97.61
MUSIC FUND	189.23	0.00	189.23	0.00	189.23
MUSICAL SHOW	9,328.59	0.00	9,328.59	0.00	9,328.59
PEER MEDIATION	124.00	0.00	124.00	0.00	124.00
PERCUSSION ENSEMBLE	0.00	0.00	0.00	0.00	0.00
POSTERS CLUB	0.00	0.00	0.00	0.00	0.00
S.A.D.D.	2,049.36	0.00	2,049.36	0.00	2,049.36
SCHOOL STORE	9,377.74	0.00	9,377.74	222.75	9,154.99
SCIENCE HONOR SOC	1,576.36	0.00	1,576.36	0.00	1,576.36
SENIOR NAT'L HONOR SOC	2,950.40	0.00	2,950.40	0.00	2,950.40
SEQ	466.09	0.00	466.09	0.00	466.09
SPANISH CLUB	363.63	0.00	363.63	0.00	363.63
STUDENT COUNCIL	1,193.71	0.00	1,193.71	216.47	977.24
TRI M HONOR SOC.	1,377.63	0.00	1,377.63	0.00	1,377.63
VARIETY SHOW	11,463.94	0.00	11,463.94	0.00	11,463.94
WEB SITE CLUB	0.00	0.00	0.00	0.00	0.00
WRITING CLUB/INKWELL	0.00	0.00	0.00	0.00	0.00
WEIGHTLIFTING	143.00	0.00	143.00	0.00	143.00
<b>TOTAL</b>	<b>\$ 95,171.01</b>	<b>\$ 300.00</b>	<b>\$ 95,471.01</b>	<b>\$ 18,543.23</b>	<b>\$ 76,927.78</b>

# South Country Central School District 2015-2016



**DCIP AND SCEP:  
BOARD OF EDUCATION  
PRESENTATION  
OCTOBER 28, 2015**

## History of Focus Status in South Country Central Schools



The Focus designation for the South Country Central School District and Bellport High School was based on the graduation rate of the Economically Disadvantaged subgroup in the 2010-2011 school year.

A state review was conducted during the 2013-14 school year to include teacher observations, parent & student observations, and interviews of school leaders along with support staff. Following the review, a formal report (inclusive of recommendations) was provided to the district in July 2014.

Since 2010-2011, Bellport High School has exceeded the 66% target graduation rate for Economically Disadvantaged students. It should be noted that the graduation rate for the Economically Disadvantaged students rose by 5%.

The next slide will reveal the specific data on the Economically Disadvantaged graduation rate from school year 2010-2011 through 2013-2014:

## Economically Disadvantaged Subgroup Graduation Rate 2011-2014

3

**2010-2011:**

2007 Cohort Four year outcome: 67%

**2011-2012:**

2008 Cohort Four year outcome: 70%

**2012-2013:**

2009 Cohort Four year outcome: 72%

**2013-2014:**

2010 Cohort Four year outcome: 72% (estimated-  
data available in Spring 2016)

## Current Focus Status

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- In order to be removed from focus status, the school must meet AYP (*Annual Yearly Performance*) in ALL subgroups to be considered a school in “good standing” and the district must meet AYP in ALL subgroups to be considered a district in “good standing.”
- BHS has met AYP for Black or African American and Students With Disabilities in ELA on the 2014-15 School Report card.
- As a result of our ongoing focus status, the building must complete and submit a yearly School Comprehensive Education Plan (SCEP) and District Comprehensive Improvement Plan (DCIP) to the NYSED.

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Bellport High School

SCEP Committee  
2015 - 2016

- ❖ Tim Hogan - BHS Principal
- ❖ Erika DellaRosa - BHS Asst. Principal
- ❖ Margaret Evers - former Asst. Supt. for Curriculum, Instruction and Accountability
- ❖ Dr. Donna Martuge - Director of Student Support Services
- ❖ Monica Tetuan - Chairperson of ENL and World Language
- ❖ Eva Esposito - BHS Math teacher
- ❖ Patty Reich - BHS Parent

Advisor: Dr. Cheriese Pemberton,  
Asst. Supt. for Curriculum, Instruction and Accountability

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South Country School District

DCIP Committee  
2015 - 2016

- ❖ Dr. Cheriese Pemberton- Asst. Supt. for Curriculum, Instruction and Accountability
- ❖ Travis Davey- Bellport Middle School Principal
- ❖ Brian Ginty- Verne W. Critz Principal
- ❖ Dr. Kathy Munisteri- Brookhaven Elementary Principal
- ❖ Dr. Rebecca Raymond- Brookhaven Elementary Asst. Principal
- ❖ Maria Andreotti- Director of Humanities
- ❖ Yeronique Bailey- Director of STEM
- ❖ Amy Brennan - Director of Elementary Education
- ❖ Annemarie Curcio - Parent
- ❖ Gerry O'Hara - Teacher
- ❖ Christine Meehan - Teacher
- ❖ Lech Nhotsouanh -Teacher
- ❖ Andrew Budris - Teacher
- ❖ Rob Powell - Community Member
- ❖ Phyllis Virmo - Parent

## DCIP/SCEP Tenets

7

Tenets 2-6 are represented in the SCEP and DCIP Reports  
(Tenet 1 in DCIP only)

<p><u>1. District Leadership and Capacity</u></p> <p><u>2. School Leader Practices and Decisions</u></p> <p><u>3. Curriculum Development and Support</u></p>	<p><u>4. Teacher Practices and Decisions</u></p> <p><u>5. Student Social and Emotional Developmental Health</u></p> <p><u>6. Family and Community Engagement</u></p>
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## DCIP/SCEP Requirements

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One Goal for each Tenet to include the following:

<ul style="list-style-type: none"> <li>• <b>Needs Statement:</b> Clear and concise statement that addresses the primary need(s) to be addressed.</li> <li>• <b>SMART Goal:</b> A goal that directly addresses the Needs Statement. The goal should be written as:             <ul style="list-style-type: none"> <li>Specific,</li> <li>Measurable</li> <li>Ambitious /Achievable</li> <li>Results-oriented, Reliable</li> <li>Timely</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Leading Indicator:</b> The specific indicators that will be used to monitor progress toward the goal.</li> <li>• <b>Start / End date</b></li> <li>• <b>Action Plan:</b> Each action that will take place in order to achieve the identified SMART Goal:             <p style="margin-left: 20px;"><i>(what each planned activity is; who will be responsible; who will participate; how often each activity will take place; and the intended impact of each activity)</i></p> </li> </ul>
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**DCIP Tenet 1**

District Leadership and Capacity

Tenet 1 incorporates 5 sub-statements of practice (SOP's):

- **SOP 1.1**- The district has a comprehensive approach for recruiting, evaluating, and sustaining high-quality personnel that affords schools the ability to ensure success by addressing the needs of their community.
- **SOP 1.2**- The district leadership has a comprehensive and explicit theory of action about school culture that communicates high expectations for addressing the needs of all constituents.
- **SOP 1.3**- The district is organized and allocates resources (financial, staff support, materials, etc.) in a way that aligns appropriate levels of support for schools based on the needs of the school community.
- **SOP 1.4**-The district has a comprehensive plan to create, deliver and monitor professional development in all pertinent areas that is adaptive and tailored to the needs of individual schools.
- **SOP 1.5**-The district promotes a data-driven culture by providing strategies connected to best practices that all staff members an school communities are expected to be held accountable for implementing.

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**SCEP Tenet 2**

School Leader Practices and Decisions

❖ **Needs Statement:**

The school needs to establish a vision and mission which can be articulated and supported by all stakeholders. This need is substantiated by data included in the most recent DTSDE Review report (June 2015). Staff, student, and parent Focus groups articulated a general idea that the leader was working to make improvements for all students. The K-12 Insight Survey results (July 2014) showed that only 43% of parents felt the school leader and staff members had a shared vision for the school.

❖ **SMART Goal:**

By June 2016, the Bellport High School community will share a common vision and mission of high expectations for teaching and learning as measured by staff, student, and parent survey data collected semi-annually (October 2015 and May 2016).

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**DCIP Tenet 2**

School Leader Practices and Decisions

❖ **Needs Statement:**

It was noted on the DTSDE School Final Report District-led Review that the building leader has made some improvement in the establishment of the mission and vision for the school. Furthermore, it was noted that 84% of the staff reported that they believe the school leader communicates effectively with the staff. There were no recommendations indicated for this statement as a result of the "Effective" rating given by the District-led Review team.

❖ **SMART Goal:**

By the end of June 2016, the district will have individual building level mission and vision statements that are aligned to the District's mission and vision as measured by the common language in building level mission and vision statement.

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**SCEP Tenet 3**

Curriculum Development and Support

❖ **Needs Statement:**

The school needs consistent teacher implementation of data driven instruction protocols to support CCSS aligned curriculum throughout all subject areas as evidenced by DTSDE District led review to include classroom observations / visits, document review, and teacher interviews.

❖ **SMART Goal:**

By June 2016, all teachers will utilize data driven instruction (DDI) protocols that are aligned to Common Core State Standards (CCSS) and address student achievement needs as measured by observation by lead evaluators.



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**DCIP Tenet 3**

Curriculum Development and Support

❖ **Needs Statement:**

It was noted in the DTSDE School Final Report that not all teachers possess a thorough understanding of the Common Core State Standards, differentiated instruction methodologies, and/or questioning techniques that lead to higher-order thinking. Further review of student performance on the 2014-15 administration of the NWEA demonstrated that approximately 50% of students are at or above grade level in Reading and Mathematics. The following recommendation was reported on the DTSDE School Final Report District Led-Review: The creation of a district-led, Core Curriculum Development Team including members from all instructional areas should begin the process of mapping curriculum using a UbD design on a digital platform that will be accessible to all shareholders. District and school leaders should ensure that teachers use common planning time and department meeting time to identify and discuss research based practices for teaching the Common Core State Standards.

❖ **SMART Goal:**

By the end of December 2015, the Assistant Superintendent for Curriculum, Instruction, and Accountability will work with teachers and administrators to establish and demonstrate a practical understanding of the Common Core State Standards and differentiated lessons as measured by observations, lesson plans, and student performance on Common Core aligned assessments.

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**SCEP Tenet 4**

Teacher Practices and Decisions

❖ **Needs Statement:**

The school needs to build the level of teacher knowledge and skills required for bringing the Common Core State Standards (CCSS) into instructional practices. This need is substantiated by data included in the most recent DTSDE Review report (June 2015). Classroom walkthroughs and observations revealed inconsistent evidence of lessons focused on higher order thinking skills as well as teacher led instructional practices with minimal student participation or engagement.

❖ **SMART Goal:**

By November 2015, teachers of STEM and Humanities will use the New York CCSS Instructional Practice Guide (daily and yearly), to effectively promote higher order thinking skills and high student engagement in order to meet the needs of all students. This will be evidenced by lead evaluator observations / walkthroughs and pre / post observation conferences.

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**DCIP Tenet 4**

Teacher Practices and Decisions

❖ **Needs Statement:**

It was noted on the DTSDE School Final Report District-led Review that a common vision of effective instructional practices to increase student engagement was not established. This finding was reported as a result of classroom walkthroughs during the 2014-15 school year. The following recommendation was indicated: To improve student learning, teachers and administrators need to work within their departments to identify instructional practices that will increase student engagement. Teachers and administrators should agree on effective student-centered practices and data should be gathered during walkthrough's and shared at department meetings.

❖ **SMART Goal:**

By the end of June 2016, the Assistant Superintendent for Curriculum, Instruction, and Accountability will ensure that all teachers and administrators demonstrate a common understanding of what student engagement looks like in the classroom with a focus on student-centered instructional practices measured by lesson plans, observations, walkthroughs, and improved student performance.

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**SCEP Tenet 5**

Student Social and Emotional Developmental Health

❖ **Needs Statement:**

The school needs to implement a fully functioning RTI model, with academic and / or behavioral interventions, to support all students in realizing their full potential. This need is substantiated by data collected through the BEISY Universal Screener (Brief Externalizing Internalizing Survey for Youth) in which 48% of students were identified for at-risk negative life outcomes: 7% for exclusively externalizing behaviors, 16% for exclusively internalizing behaviors, and 25% for both externalizing and internalizing behaviors. In addition, the DTSDE K-12 Insight Survey (July 2014) revealed that 49% of parents felt that students threaten and bully each other while 84% disagreed with the statement "Students are on time and rarely absent from school".

❖ **SMART Goal:**

By June 2016, the school community will have a fully functioning RTI model as evidenced by grade level RTI team data collection, staff attending professional development, turnkey trainings, and observations of RTI team meetings by lead evaluators.

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**DCIP Tenet 5**

Student Social and Emotional Developmental Health

❖ **Needs Statement:**

The results of the DTSDE belief survey noted that 97% of teachers disagreed with the following statement: "Students are on time and rarely absent from school" while 85% of students agreed with this statement. Also, it was noted that 50% of parents believe that students threaten or bully each other at Bellport High School. Furthermore, it was noted that 35% of teachers agreed with the following statement: It is unfair if students receive special attention and individualized interventions to address their behavior while others do not; and 48% of teachers believe, "Students should behave well and be ready to learn the material. This is their responsibility, not mine." The following recommendations was indicated in the DTSDE School Final Report District-led Review: 1) Expanding and monitoring Positive Behavior Intervention & Support System strategies to ensure that all students have a safe, responsible and respectful learning environment 2) Collect and analyze data through grade level RTI teams to include data such as, but not limited to, suspensions, class removals, interventions and supports, and academic progress.

❖ **SMART Goal:**

By the end of June 2016, the Assistant Superintendent for Curriculum, Instruction, and Accountability will ensure that all stakeholders have a common understanding of the expectations of a safe, responsible, and respectful learning environment measured by increased student attendance, stakeholder relationships, and enhanced student performance.

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**SCEP Tenet 6**

Family and Community Engagement

❖ **Needs Statement:**

The school and parents need to strengthen relationships in order to share in the responsibility for student academic progress and social-emotional growth and well-being. This is evidenced in the IIT State Review (2014) in which parents reported that their ability to support their children's academic and social-emotional developmental health has not been developed through training and through dialogue with teachers and staff. In addition, the K-12 Insight Survey indicated the staff felt that 75% of students came to school unprepared to learn.

❖ **SMART Goal:**

By June 2016, the school and parents will share in the responsibility for student academic progress and social-emotional growth and well-being in order to identify ways to collaboratively support the needs of our students and their families in the '15-16 school year. This will be evidenced through the number of community / school partnered events designed to support students and their families as well as an increased level of staff / parent communication.

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**DCIP Tenet 6**

Family and  
Community  
Engagement

- ❖ **Needs Statement:**  
It was noted on the DTSDE School Final Report District-led Review that our efforts related to Family and Community Engagement are effective. As indicated in the district's five year strategic plan, parents play an integral part in improving student outcomes. That said, we need to continue to enhance the inclusion of parents as learning partners opportunities.
- ❖ **SMART Goal:**  
By November 2015 administrators and teachers will provide opportunities for parents and students to have an active role in planning culturally responsive and relevant workshops as measured by attendance from events and stakeholder surveys.

## Summary

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**The SCEP committee will meet once a month throughout the '15-16 school year to evaluate progress on the implementation and effectiveness of each SMART Goal and Action Step.**

**The DCIP and SCEP committees will meet collectively four times a year to assess both building and district progress.**

**The focus of the High School's SDM (Shared Decision Making) committee will be on evaluating current AYP data in order to recommend strategies for meeting AYP in all subgroup areas**

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**Questions & Answers**

# **SOUTH COUNTRY CENTRAL SCHOOL DISTRICT**

East Patchogue, New York

## **Board of Education Priorities 2015-16**

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



# **SOUTH COUNTRY CENTRAL SCHOOL DISTRICT**

East Patchogue, New York

## **Board of Education Priorities 2014-15**

1. Using the *Conversational Leadership* technique make working together as a Board and functioning as a leadership team a priority. (Mini Retreats 11/5/14, 2/11/15, 6/3/15)
2. Continue putting the Common Core Learning Standards (CCLS) and associated curricula and assessment into practice.
3. Demonstrate measurable progress in overall and sub-group performance at all buildings and graduation rates at the high school.
4. Maximize school-home communication and increase family engagement and the participation of all families at school and in the education of their children.
5. Review and evaluate our new initiatives and intervention programs for program effectiveness.
6. Review and evaluate school policies, procedures and structures that impact a diverse group of learners.
  - Progressive Discipline & Standards of Intervention policy for implementation with consistency and fidelity, as well as policy effectiveness
  - Eligibility policy for implementation with consistency and fidelity, as well as policy effectiveness
7. Review and evaluate our current use of South Haven, Brookhaven Annex, and the trailer at administration, and develop a facility use plan or revenue source in time for 2015-16 budget consideration.
8. Investigate full-day pre-kindergarten programming that includes transportation in time for 2015-16 budget consideration.
9. Develop a fiscally responsible and transparent budget maximizing efficiency and economy ensuring the district is using its resources to deliver the best educational program.

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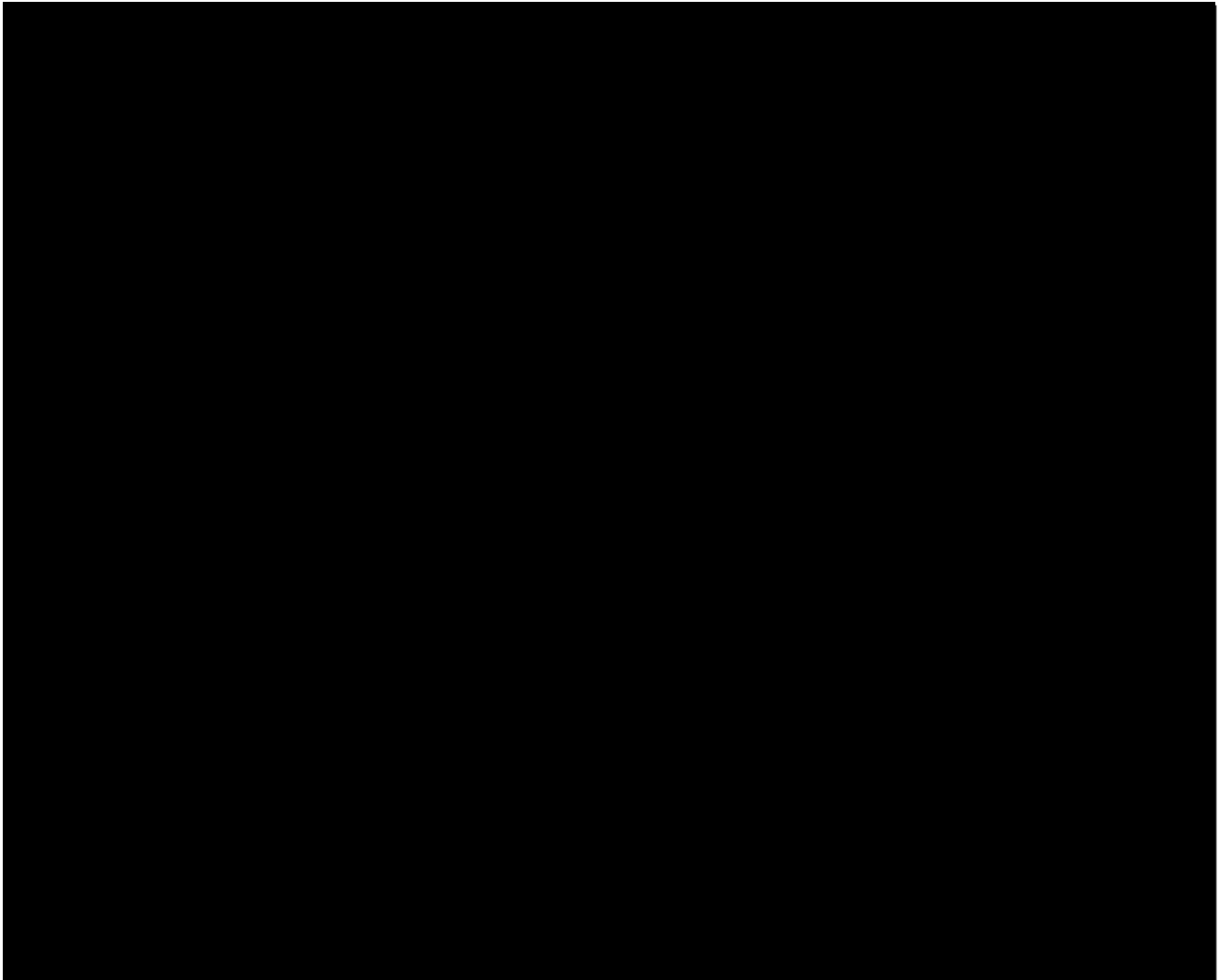
KELLY A. REAPE  
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TONI L. MINCIELI  
ERIC LEVINE  
DANIELA GIORDANO

Reply to: Farmingdale x  
Latham □

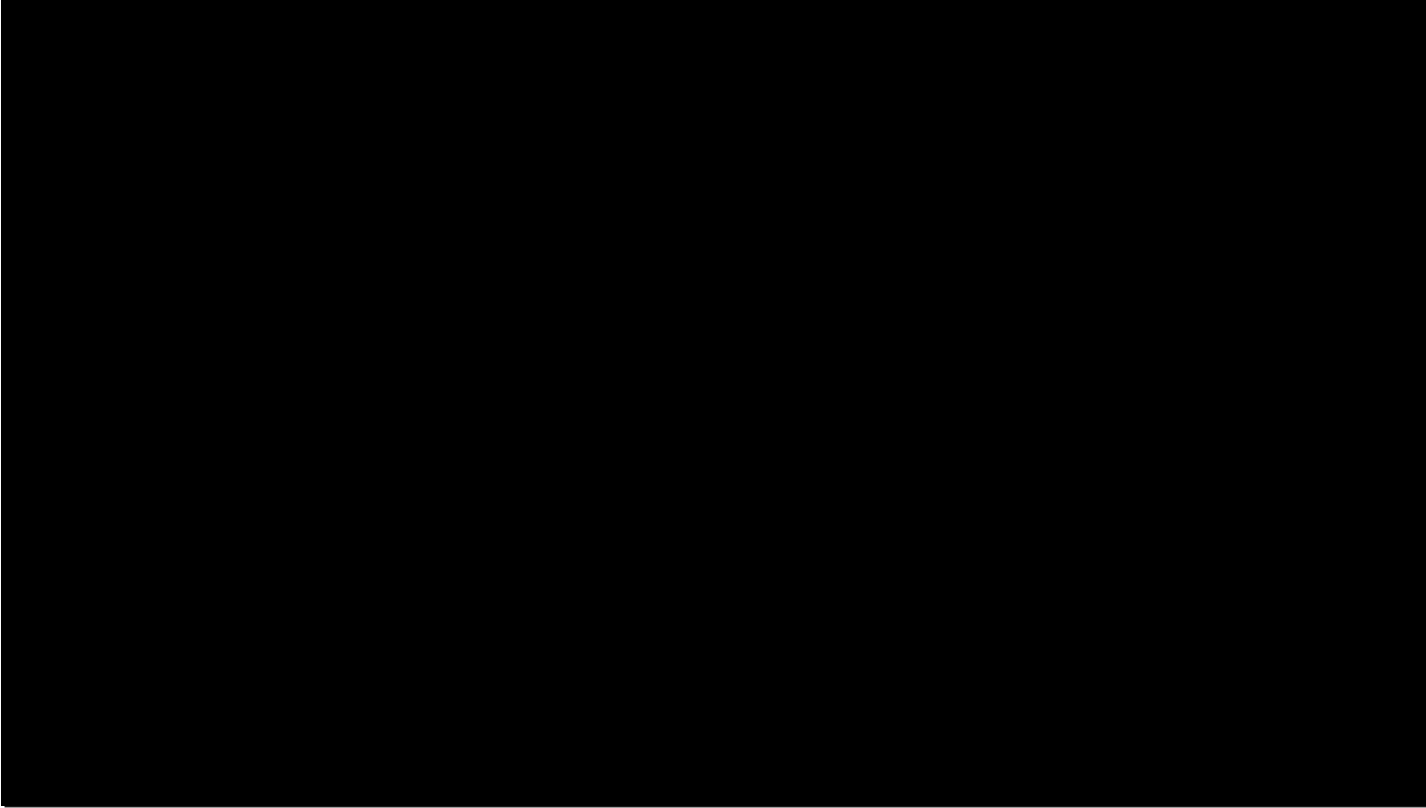
October 2, 2015

**PRIVILEGED & CONFIDENTIAL**

**MEMORANDUM**







**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
BUSINESS MEETING**

**CENTRAL OFFICE**

**WEDNESDAY, OCTOBER 28, 2015**

**F.4. APPR Hardship Waiver Application**

**BE IT RESOLVED**, that the Board of Education of the South Country Central School District, upon the recommendation of the Superintendent of Schools, hereby approves the submission of an APPR Hardship Waiver application to the State Education Department and hereby ratifies the execution and submission of such application on October 23, 2015 by the Superintendent of Schools and the Board President.

## Personnel

**SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT PERSONNEL**

In accordance with the Code of Ethics established by General Municipal Law S806, The Board commits itself and its members to ethical, businesslike, and lawful conduct, including the proper use of authority and appropriate civility and decorum when acting as Board members.

In an effort to maintain public trust, members will make every effort to protect the integrity of the Board and promote a positive image of one another and the district.

**General Provisions**

Pursuant to the provisions of General Municipal Law Section 806, the Board of Education of the South Country Central School District recognizes that there are rules of ethical conduct for members of the Board and employees of the District that must be observed if a high degree of moral conduct is to be obtained in our unit of local government. It is the purpose of this policy to promulgate these rules of ethical conduct for the Board members and employees of the District. These rules shall serve as a guide for official conduct of the Board members and employees of the District. The rules of ethical conduct of this policy, as adopted, shall not conflict with, but shall be in addition to any prohibition of General Municipal Law Sections 800-809 or any other general or special law relating to ethical conduct and interest in contracts of Board members and employees.

**Standards of Conduct**

Every Board member or employee of the South Country Central School District shall be subject to and abide by the following standards of conduct:

**Gifts**

Pursuant to General Municipal Law Section 805-a, he/she shall not, directly or indirectly, solicit any gift or accept or receive any gift having a value of seventy-five dollars (\$75) or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended or expected to influence him/her in the performance of official duties or was intended as a reward for any official action on his/her part.

**Confidential Information**

**He/she shall not disclose confidential information acquired by him/her in the course of his/her official duties or use such information to further his/her personal interest.**

(Continued)

## Personnel

**SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT  
PERSONNEL (Cont'd.)**Disclosure of Interest in Contracts

Any District officer or employee, as well as his/her spouse, who has, will have, or later acquires an interest in any actual or proposed contract, purchase agreement, lease agreement or other agreement, including oral agreements, with the District shall publicly disclose the nature and extent of such interest in writing to his/her immediate supervisor and to the Board of Education as soon as he/she has knowledge of such actual or prospective interest. Such written disclosure shall be made part of and set forth in the Board minutes.

Representation before one's own agency

He/she shall not receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he/she is an officer, member or employee or of any municipal agency over which he/she has jurisdiction or to which he/she has the power to appoint any member, officer or employee.

Representation before any agency for a contingent fee

He/she shall not receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any agency of his/her municipality, whereby his/her compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of services rendered.

Disclosure of interest in resolution

To the extent that he/she knows thereof, a member of the Board of Education or employee of the South Country Central School District, whether paid or unpaid, who participates in the discussion or gives official opinion to the Board of Education on any resolution before the Board of Education shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he/she has in such resolution.

Investments in conflict with official duties

He/she shall not invest or hold any investment directly or indirectly in any financial, business, commercial, or other private transaction, that creates a conflict with his/her official duties.

Private employment

He/she shall not engage in, solicit, negotiate for or promise to accept private employment or render services for private interests when such employment or service creates a conflict with or impairs the proper discharge of his/her official duties.

(Continued)

## Personnel

**SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT PERSONNEL (Cont'd.)**Future employment

He/she shall not, after the termination of service or employment with the School District, appear before any board or agency of the South Country Central School District in relation to any case, proceeding, or application in which he/she personally participated during the period of his/her service or employment or which was under his/her active consideration.

No member of the Board may be hired as an employee of the District or engage in any financial arrangement with the District within the first year of their departure from the Board of Education, with the exception of an extra-curricular or co-curricular coaching and/or advisor position with a stipend of less than \$7,500.

**Legal Remedies**District Officers

In accordance with the Penal Law Section 60.27(5), if a District officer is convicted of a violation against the District under Penal Law Article 155 relating to larceny, the courts may require an amount of restitution up to the full amount of the offense or reparation up to the full amount of the actual out-of-pocket loss suffered by the District.

Board Members and Employees

Nothing herein shall be deemed to bar or prevent the timely filing by a present or former Board member or employee of any claim, account, demand or suit against the South Country Central School District, or any agency thereof on behalf of himself/herself or any member of his/her family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

**Distribution/Posting of Code of Ethics**

The Superintendent of the South Country Central School District shall cause a copy of this code of ethics to be distributed to every Board member and employee of the School District within thirty (30) days after the effective date of this policy. Each Board member and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his/her office or employment. The Superintendent shall also cause a copy of General Municipal Law Sections 800-809 to be kept posted in each building in the District in a place conspicuous to its Board members and employees. Failure to distribute any such copy of this code of ethics or failure of any Board member or employee to receive such copy, as well as failure to post any such copy of General Municipal Law Sections 800-809, shall have no effect on the duty of compliance with such code of ethics or General Municipal Law Sections 800-809, nor with the enforcement of provisions thereof.

(Continued)

**SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT  
PERSONNEL (Cont'd.)**

**Penalties**

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of this code may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

**Effective Date**

This resolution shall take effect immediately.

Education Law Section 410  
General Municipal Law Article 18 and Sections 800-809  
Labor Law Section 201-d  
Penal Law Article 155 and Section 60.27(5)

Adopted: 8/15/12  
Revised:

<b>DISRTICT</b>	<b>NAME OF HIGH SCHOOL</b>	<b>START TIME</b>	<b>END TIME</b>
Amagansett UF SD	No High School		
Bayshore UF SD	Bayshore High School	7:20 AM	1:50 PM
Bayport- Blue Point UFSD	Bayport - Blue Point High Schol	7:45 AM	2:26 PM
Brentwood UFSD	Ross High School	7:36 AM	1:54 PM
Brentwood UFSD	Sonderling High School	7:36 AM	1:54 PM
Brentwood UFSD	Freshman Center	7:27 AM	1:55 PM
Bridgehampton UFSD	Bridgehampton High & Middle School	7:45 AM	2:45 PM
Center Moriches UFSD	Center Moriches High School	7:20 AM	1:58 PM
Central Islip UFSD	Central Islip Senior High School	7:15 AM	1:54 PM
Comesewogue School District	Comesewogue High School	7:10 AM	1:23 PM
Connetquot CSD	ConnetQuote High School	7:18 AM	2:06 PM
East Hampton UFSD	East Hampton High School	7:40 AM	2:26 PM
East Islip UFSD	East Islip High School	7:10 AM	1:47 PM
East Moriches UFSD	No High School		
East Quogue UFSD	No High School		
Eastport- South Manor CSD	Eastport-South Manor Junior-Senior High School	7:20 AM	2:10 PM
Fire Island UFSD	No High School		
Fishers Island UFSD	Fishers Island School	8:00 AM	2:51 PM
Greenport UFSD	Greenport High School & Junior High		
Hampton Bays UFSD	Hampton Bays High School	7:35 AM	2:12 PM
Hauppauge UFSD	Hauppauge High School	7:30 AM	2:15 PM
Islip UFSD	Islip High School	7:20 AM	1:58 PM
Longwood CSD	Longwood High School	7:05 AM	1:40 PM
Mattituck-Cutchogue UFSD	Mattituck Jr. / Sr. High School	7:35 AM	2:10 PM
Middle Country CSD	Centereach High School	7:05 AM	1:50 PM
Middle Country CSD	Newfield High School	7:05 AM	1:50 PM
Miller Place UFSD	Miller Place High School	7:05 AM	1:52 PM
Montauk UFSD	No High School		
Mount Sinai UFSD	Mount Sinai High School	7:30 AM	2:02 PM
New Suffolk Common SD	No High School		
Oysterponds UFSD	No High School		
Patchogue-Medford UFSD	Patchogue-Medford High School	7:50 AM	2:39 PM
Port Jefferson UFSD	Earl L. Vandermeulen High School	7:30 AM	2:25 PM
Quogue UFSD	No High School		
Remsenburg-Speonk UFSD	No High School		
Riverhead CSD	Riverhead High School	7:16 AM	2:00 PM
Rocky Point UFSD	Rocky Point High School	7:15 AM	1:22 PM
Sachem CSD	Sachem High School East	7:20 AM	1:40 PM
Sachem CSD	Sachem High School North	7:20 AM	1:40 PM
Sag Harbor UFSD	Pierson High School	7:35 AM	1:59 PM
Sagaponack Common SD	No High School		
Sayville UFSD	Sayville High School	7:30 AM	2:03 PM
Shelter Island UFSD	Shelter Island High School	8:05 AM	2:29 PM
Shoram-Wading River CSD	Shoram-Wading River High School	7:20 AM	2:05 PM

South Country CSD	Bellport High School	7:15 AM	1:52 PM
Southampton UFSD	Southampton High School	7:31 AM	2:07 PM
Southold UFSD	Southold JR/SR High School	7:50 AM	2:30 PM
Springs UFSD	No High School		
Three Village CSD	Ward Melville High School	7:05 AM	1:51 PM
Tuckahoe Common SD	No High School		
Wainscott Common SD	No High School		
West Islip UFSD	West Islip High School	7:20 AM	2:08 PM
Westhampton Beach UFSD	Westhampton Beach High School	7:30 AM	2:16 PM
William Floyd UFSD	William Floyd High School	7:20 AM	1:33 PM



**Average Travel Time (ATT) to Competitions**

**Baseball**

	<b>ATT</b>
West Babylon	35
Deer Park	45
Hauppauge	35
Huntington	50
Eastport-SM	20
Kings Park	45

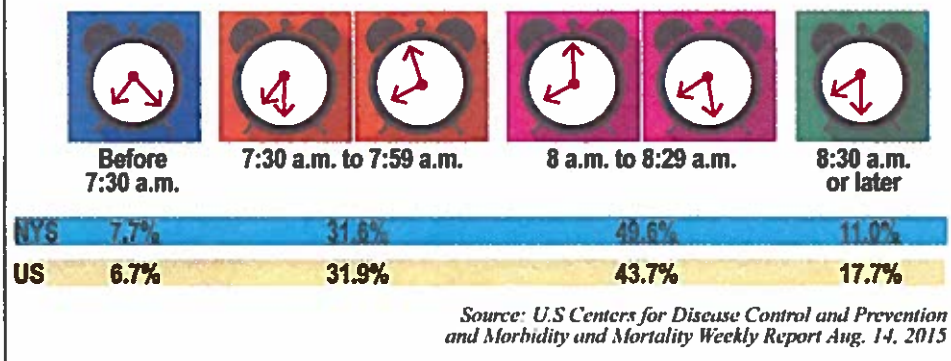
**Lacrosse**

	<b>ATT</b>
Walt Whitman	60
HH Hills East	45
Smithtown East	40
Smithtown West	45
Copiague	35
Riverhead	40
West Islip	35
North Babylon	30
HH Hills West	45
East Islip	20
West Babylon	35
Deer Park	45

**Bussing Counts**

	<b>Regular Education</b>	<b>Special Education</b>	<b>Homeless/Out of District</b>	<b>Total</b>
High School	24	4	3	31
Middle School	20	4	2	26
Frank P. Long	13	5	0	18

### School starting times



## CDC: Schools start too early

By Eric D. Randall  
EDITOR-IN-CHIEF

Most American adolescents start school too early, according to a U.S. Centers for Disease Control and Prevention (CDC) study that analyzed U.S. Department of Education data from the 2011-12 school year.

The lead author, CDC epidemiologist Anne Wheaton, said, "Getting enough sleep is important for students' health, safety, and academic performance. Early school start times, however, are preventing many adolescents from getting the sleep they need."

The American Academy of Pediatrics has recommended that middle and high schools start at 8:30 a.m. or later to allow students the opportunity to get the recommended amount of sleep on school nights, about 8.5 to 9.5 hours.

Among an estimated 39,700 public middle, high, and combined schools in the United States, the average start time was 8:03 a.m., with 17.7 percent starting at 8:30

a.m. or later.

In New York State, the average start time was 7:59 a.m., with 11 percent starting at 8:30 a.m. or later.

Most schools in North Dakota (78%) and Alaska (76%) started after 8:30 a.m.

According to the CDC, adolescents who do not get enough sleep are more likely to:

- Be overweight
- Not engage in daily physical activity
- Suffer from depressive symptoms
- Engage in unhealthy risk behaviors such as drinking, smoking tobacco, and using illicit drugs
- Perform poorly in school

#### Webinar offered

NYSSBA will offer a free webinar on "Later High School Start Time" at noon on Wednesday, Nov. 18. Presenters from the Glens Falls school district will describe their experiences since changing their high school start time to 8:26 a.m. beginning in 2012. For more information, contact NYSSBA at (800) 342-3360.

19th Annual Pre-Convention School Law Seminar

# N New Changes New Obligations

Sunday, October 18, 2015  
8:30 a.m. - 4:00 p.m.

Sheraton New York Times Square Hotel

PLUS  
Earn 7 CLE  
Credits

(application pending)

Make this your ~~First Stop~~ at Convention and get the latest on:

- New laws, regulations, court decisions and other rulings
- Key issues before the Board of Regents and SED
- The Governor's Education Transformation Act of 2015
- Collective bargaining
- Student enrollment and residency determinations



# South Country Central School District



## BOARD OF EDUCATION AGENDA MATERIALS

CP

DATE OF BOARD MEETING: 10/28/2015

OFFICE OF ORIGIN: *Office of Curriculum, Instruction & Accountability*

DATE MATERIAL SUBMITTED: 10/21/2015

CATEGORY OF ITEM: Action

TITLE: *CSE, SCSE & CPSE Recommendations & Field trip approval*

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

### G.1.

CSE/SCSE	122232439	CSE/SCSE	122230868
CSE/SCSE	122232271	CSE/SCSE	122230928
CSE/SCSE	122232864	CSE/SCSE	122232318
CSE/SCSE	122232170	CSE/SCSE	122232224
CSE/SCSE	122232171	CSE/SCSE	091540000
CSE/SCSE	122232227	CSE/SCSE	122232143
CSE/SCSE	122230168	CSE/SCSE	526500006
CSE/SCSE	006801568	CSE/SCSE	060830006
CSE/SCSE	006801242	CSE/SCSE	111920003
CSE/SCSE	052720004	CSE/SCSE	006701426
CSE/SCSE	006801243	CSE/SCSE	062360006
CSE/SCSE	006800891	CSE/SCSE	092530010
CSE/SCSE	122230855	CSE/SCSE	007601029
CSE/SCSE	072600000	CSE/SCSE	007601438
CSE/SCSE	006801596	CSE/SCSE	007601365
CSE/SCSE	111300000	CSE/SCSE	073030004
CSE/SCSE	007601068	CSE/SCSE	111920003
CSE/SCSE	007601363	CSE/SCSE	053560000
CSE/SCSE	051810006	CSE/SCSE	081050001
CSE/SCSE	112480001	CSE/SCSE	007601090
CSE/SCSE	052030000	CSE/SCSE	006701958
CSE/SCSE	090680002	CSE/SCSE	051650011
CSE/SCSE	082420013	CSE/SCSE	006801219
CSE/SCSE	006801358	CSE/SCSE	051610000
CSE/SCSE	082400002	CSE/SCSE	052490003
CSE/SCSE	006702579	CSE/SCSE	006600069
CSE/SCSE	006702695		

### G.2.

CPSE	122231778	CPSE	122232185
CPSE	122232245	CPSE	122232234

# *South Country Central School District*



## G.3.

Bellport High School – NYSSMA Winter Conference All State Festival  
Rochester, NY December 3, 2015 – December 6, 2015. Two students will be  
representing South Country Central School District at the All State Festival.

# South Country Central School District



## BOARD OF EDUCATION AGENDA MATERIALS

**DATE OF BOARD MEETING:** October 28, 2015

**OFFICE OF ORIGIN:** Student Support Services

**DATE MATERIAL SUBMITTED:** October 20, 2015

**CATEGORY OF ITEM:** Action

**TITLE:** CSE/SCSE Recommendations

### STAFF RECOMMENDATION:

<b>Date:</b>	<b>Location:</b>	<b># of Students</b>
10/15/15	Bellport Middle School	1
10/07/15	Bellport Middle School	1
09/28/15	Bellport Middle School	4
09/24/15	Bellport Middle School	3
09/22/15	Bellport High School	1
09/21/15	Bellport High School	2
09/18/15	Bellport High School	4
09/17/15	Bellport High School	5
09/17/15	BOCES	1
09/16/15	Bellport High School	1
09/11/15	Bellport High School	2
09/09/15	Bellport High School	5
08/31/15	Bellport High School	8
08/28/15	Bellport High School	5
08/27/15	Bellport High School	8
08/11/15	Student Support Services	2

# South Country Central School District



*Handwritten signature and date: 10/22/15*

## BOARD OF EDUCATION AGENDA MATERIALS

**DATE OF BOARD MEETING: 10/28/15**

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

**DATE MATERIAL SUBMITTED: 10/21/15**

**CATEGORY OF ITEM: Action**

**TITLE: CPSE Recommendations**

**STAFF RECOMMENDATION:**

<b>Date of CPSE meeting</b>	<b>No. of Students</b>
10/1/15	1
10/7/15	1
10/13/15	2

**BACKGROUND RATIONALE: Recommendations of the CPSE**

*Not an official record; subject to change*

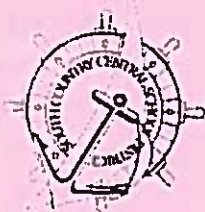


BOARD OF EDUCATION

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

# SOUTH COUNTRY

CENTRAL SCHOOL DISTRICT



SUPERINTENDENT OF SCHOOLS

Dr. Joseph Gian

Assistant Superintendent for Curriculum, Instruction & Accountability

Dr. Cheriese Pemberton  
(631) 730-1540  
FAX: (631) 286-4436

## FIELD TRIP APPLICATION

Day Trip  Overnight Trip

Today's Date: 9/16/15

Name of Group: Music Department

Destination & Address: NYSSMA Winter Conference All State Festival  
Rochester Riverside Convention Center, Rochester, NY

Date of Trip: December 3 - 6, 2015

12/3 Departure Time: 5:30 AM Departure Location: Exit 63 Park and Ride

12/6 Return Time: 9:30 PM Return Location: Exit 63 Park and Ride

If applicable please attach the following to demonstrate the connection to our educational programs.

1. The lesson plans and materials you will be using prior to the field trip for students to build knowledge.
2. Please articulate in writing specific goals you have established regarding what you expect students will learn by attending this trip.
3. Copy of the parental permission slip for field trip.

Number of Students Attending: 2 Cost per Student: \$ 655.00

Cost to District: \$ 2340.00 To cover: Student Registration, Hotel and Transportation AND TEACHER

Teacher' Name & Cell phone number: James Uzzi [REDACTED]

Chaperones: James Uzzi Staff  
(Indicate staff or parents)



Emergency contact information for Chaperones: [REDACTED]

Transportation: (Check one)

Train

District Bus

Other

Overnight----Board Approval Required

Detailed Itinerary: (include all locations other than destination - This information will be helpful in case of an emergency contact for you or a member of your trip)

Attach additional sheet if necessary

Leave Exit 63 Park and ride 12/3 @ 5:30 AM. Arrive Rochester  
approx 1:30 pm. Students will attend rehearsals and concert  
while in Rochester. Leave Rochester 12/6 7:00 arrive Exit  
63 Park and ride approx 9:30 pm. Transportation  
provided by NYSCORP/Suffolk

Approval By:

*John C. G...*  
Director/Department Chairman/Assistant Principal

9/16/15  
Date

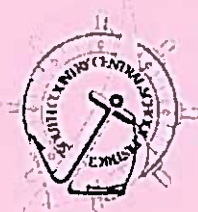
*Tom Hogan*  
Principal

9/12/15  
Date

BOARD OF EDUCATION  
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(631) 730-1540  
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## CHAPERONE SIGNATURE FORM

DATE OF TRIP December 3-6, 2015

- Overnight Trip  
 Day Trip

I understand that all BOARD OF EDUCATION 'S Disciplinary code applies during this trip and that appropriate action will be taken if I violate this code.

CHAPERONE NAME (PRINT): James Urzi

CONTACT INFORMATION: 

SIGNATURE: 

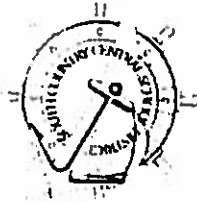
DATE: 9/16/15

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(631) 730-1540  
FAX: (631) 286-4436

## PARENTAL PERMISSION SLIP FOR OVERNIGHT SCHOOL ACTIVITY INCLUDING ACKNOWLEDGEMENT, RELEASE, AND HOLD HARMLESS

My son/daughter [redacted] has permission to participate in the overnight school activity of NYSSMA ALL STATE on DEC. 3-6, 2015 with Muac Department under the supervision of JAMES URZA.  
(CLASS) (TEACHER IN CHARGE)

The cost of the trip will be - 0 - No charge per student (NO REFUNDS); Checks should be made payable to [redacted]. The students will be leaving at approximately 5:30 AM 12/3 and will return at approximately 9:30 PM 12/6.

In case of an emergency, please contact [redacted]

I understand that my son/daughter will miss class work during the field trip and that he/she is responsible to make up all missed work and assignments. Additionally, I have reviewed with my son/daughter the requirements that he/she remain with the group and follow the directions of all chaperones.

I acknowledge that I have read the *Information for Overnight School Activity Including Acknowledgement, Release, and Hold Harmless* that accompanies this permission slip. I understand it and accept the risk of electing to permit my child to participate in this overnight school activity. My consent to my child's participation is purely voluntary and my permission is given in spite of the risks, known or unknown.

### ACKNOWLEDGEMENT, RELEASE AND HOLD HARMLESS

I also fully understand that any school travel, activity, or outdoor pursuit can have inherent dangers that no amount of care, caution, instruction or expertise can eliminate. Mindful of these conditions, I FOREVER RELEASE AND DISCHARGE South Country Schools, its personnel and volunteers for any and all liabilities, claims, demands or causes of action that I may hereafter have for any injuries or damages arising out of my child's participation on the above referenced activity. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY MY CHILD WHILE PARTICIPATING IN THE ABOVE REFERENCED ACTIVITY AND AGREE FOR MYSELF, MY CHILD AND MY HEIRS, REPRESENTATIVES AND ASSIGNS TO INDEMNIFY AND HOLD HARMLESS the South Country School District, its personnel and volunteers for any and all losses, claims actions, or proceedings of any kind including demands for damages, judgments, costs, losses of services, or expenses which may be initiated by me, my child or any other person or organization on our behalf.

Parent's Initials 

If my son or daughter is a minor, I agree on behalf of my child and myself to be bound by all terms and conditions of the above agreement.

Date: 9/23/15 X   
Signature of Parent, Guardian or Responsible Party (if Participant is under 18 years of age)

Date: 9/23/15 X   
Signature of Parent, Guardian or Responsible Party (if Participant is under 18 years of age)

Today's Date 9/23/15

89041

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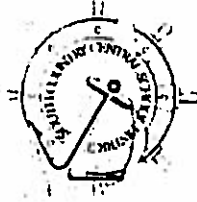


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(CLASS) (TEACHER IN CHARGE)

The cost of the trip will be - 0 - No charge per student (NO REFUNDS); Checks should be made payable to [REDACTED]. The students will be leaving at approximately 5:20 Am 12/3 and will return at approximately 9:30 PM 12/6.

In case of an emergency, please contact [REDACTED]  
(RELATIONSHIP) (TELEPHONE)

I understand that my son/daughter will miss class work during the field trip and that he/she is responsible to make up all missed work and assignments. Additionally, I have reviewed with my son/daughter the requirements that he/she remain with the group and follow the directions of all chaperones.

I acknowledge that I have read the *Information for Overnight School Activity Including Acknowledgement, Release, and Hold Harmless* that accompanies this permission slip. I understand it and accept the risk of electing to permit my child to participate in this overnight school activity. My consent to my child's participation is purely voluntary and my permission is given in spite of the risks, known or unknown.

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

**Memo To:** Dr. Joseph Giani, Superintendent of Schools

**From:** Nelson C. Briggs, Assistant Superintendent for Personnel

**Date:** October 22, 2015

**Subject:** Human Resources Personnel Changes October 28, 2015

*Administration recommends approval of the following changes in Personnel:*

**II.1 Approve Resignations and Leave of Absences**

<b>Resignations</b>					
No.	Unit	Name	Assignment	Effective Date	Reason
1.1	BTAA		Teaching Assistant-BRK	10/30/15	Personal
1.2	BTAA		Special Education Aide-FPL	10/23/15	Personal
<b>Leave of Absences</b>					
1.3	BTAA		Teaching Assistant-FPL	10/23/15-TBD	To cover (Spec Ed Teacher) leave

**II.2 Approve Instructional New Appointments**

<b>Full-Time</b>						
No.	Unit	Name	Assignment	Effective Date	Salary	Replacing
2.1	BTAA		Teaching Assistant/FPL	09/01/15-09/01/19	\$16.76 /hr. (Revised from \$14.84/hr.)	
2.2	BTAA		Teaching Assistant-BMS	TBD	TBD	
2.3	BTAA		Teaching Assistant-FPL	TBD	TBD	New
2.4	BTAA		Teaching Assistant-BRK	TBD	TBD	New

**II.3 Approve Non-Instructional New Appointments**

<b>Full-Time</b>						
No.	Unit	Name	Assignment	Effective Date	Salary	Replacing
3.1	CSEA		School Maintenance Crew Leader	10/29/15	\$65,507.10 (prorated)	
3.2	BTAA	RESCIND-	Bilingual Aide/BHS	10/08/15	\$13.42/hr.	New
3.3	BTAA		School Monitor/KRM	09/08/15 (Revised from 09/01/15)	\$13.42/hr.	
3.4	CSEA		Supervisor of Operations & Maintenance/DSW	TBD	\$110,000 (prorated)	New

**II.4 Approve Long-Term Substitutes**

<b>Full-Time Substitutes</b>						
No.	Unit	Name	Assignment	Effective Date	Salary	Replacing
4.1	BTA		Teacher-Elementary/FPL	09/01/15-06/30/16	\$55,343 w/benefits (Revised from \$47,505)	
<b>Building Substitutes</b>						
No.	Unit	Name	Assignment	Effective Date	Salary	Replacing
4.2	NC		Building Substitute/FPL (3 of 3)	10/29/15-06/24/16	\$115.00/day	N.A
4.3	NC		Building Substitute/BHS	11/16/15-TBD	\$115.00/day	
4.4	NC		Building Substitute/FPL	10/23/15-TBD	\$115.00/day	

**II.5 Approve Tenure Recommendation**

No.	Unit	Name	Building	Effective Date	Certification
5.1	BTA		FPL	11/29/15	ESL

**II.6 Approve Salary Schedule**

No.	Unit	Name	Position/Building	Effective Date	From	To
6.1	BTA		Teacher/BMS	10/01/15	\$73,632	\$76,245
6.2	BTA		Teacher/BHS	09/01/15	\$112,349	\$114,960
6.3	BTA		Teacher/VWC	09/01/15	\$76,245	\$78,857
6.4	BTA		Teacher/BHS	09/01/15	\$112,349	\$114,960

**II.7 Approve Additional Work**

<b>Mentor/Mentees Title IIA Grant</b>					
No.	Unit	Mentor	Mentee/Assignment	Effective Dates	Stipend
7.1	BTA	RESCIND-	ESL-BHS	10/08/15-6/30/15	\$1,705
7.2	BTA	RESCIND-	LOTE-BMS	10/08/15-6/30/15	\$1,705
7.3	BTA		Social Worker-BRK & FPL	10/13/15-6/30/15	\$1,705

**IEP Data Collection Training**

*Funded through 611 Grant*

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
7.4	NC		Not to exceed 4 hours	11/14/15	\$50.00/hr.
7.5	NC		Not to exceed 4 hours	11/14/15	\$50.00/hr.
7.6	NC		Not to exceed 4 hours	11/14/15	\$50.00/hr.
7.7	NC		Not to exceed 4 hours	11/14/15	\$50.00/hr.
7.8	NC		Not to exceed 4 hours	11/14/15	\$50.00/hr.
7.9	NC		Not to exceed 4 hours	11/14/15	\$50.00/hr.
7.10	NC		Not to exceed 4 hours	11/14/15	\$50.00/hr.
7.11	NC		Not to exceed 4 hours	11/14/15	\$50.00/hr.
7.12	NC		Not to exceed 4 hours	11/14/15	\$50.00/hr.
7.13	NC		Not to exceed 4 hours	11/14/15	\$50.00/hr.
7.14	NC		Not to exceed 4 hours	11/14/15	\$50.00/hr.
7.15	NC		Not to exceed 4 hours	11/14/15	\$50.00/hr.
7.16	NC		Not to exceed 4 hours	11/14/15	\$50.00/hr.
7.17	NC		Not to exceed 4 hours	11/14/15	\$50.00/hr.

**Parent University Presenters**

*Funded through Title I SIGA Grant*

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
7.18	BTA		Grade 4 Balanced Literacy. Not to exceed two hours	11/04/15	\$50.00/hr.
7.19	BTA		Grade 4 Balanced Literacy. Not to exceed two hours	11/04/15	\$50.00/hr.
7.20	BTA		Grade 5 Balanced Literacy. Not to exceed two hours	11/04/15	\$50.00/hr.
7.21	BTA		Grade 5 Balanced Literacy. Not to exceed two hours	11/04/15	\$50.00/hr.
7.22	BTA		Grade 5 Mathematics. Not to exceed two hours	11/04/15	\$50.00/hr.
7.23	BTA		Grade 5 Mathematics. Not to exceed two hours	11/04/15	\$50.00/hr.
7.24	BTA		Not to exceed two hours	11/04/15	\$50.00/hr.
7.25	BTA		Not to exceed two hours	11/04/15	\$50.00/hr.
7.26	BTA		Not to exceed two hours	11/04/15	\$50.00/hr.
7.27	BTA		Not to exceed two hours	11/04/15	\$50.00/hr.
7.28	BTA		Not to exceed two hours	11/04/15	\$50.00/hr.
7.29	BTA		Not to exceed two hours	11/04/15	\$50.00/hr.
7.30	BTA		Not to exceed two hours	11/04/15	\$50.00/hr.
7.31	BTA		Not to exceed two hours	11/04/15	\$50.00/hr.

**Read 180/System 44 Training - 3 Day Training**

*Funded through 611 and 619 Grants*

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
7.32	BTA		Not to exceed six hours per day	07/02/15-08/30/15	\$50.00/hr.
7.33	BTA		Not to exceed six hours per day	07/02/15-08/30/15	\$50.00/hr.

**Curriculum Writing for Humanities (Grades 6-12)**

*Funded through Title II Grant*

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
7.34	BTA	Rescind-	Grade 9, English. Not to exceed 46 hours	09/01/15-05/26/16	\$51.00/hr.
7.35	BTA		Grade 9, English. Not to exceed 46 hours	09/01/15-05/26/16	\$51.00/hr.

**ESL After School Program-FPL**

*Funded through Title III*

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
7.36	BTA		One hour per day/two days per week. Not to exceed 64 sessions	10/29/15-06/24/16	\$51.00/hr.
7.37	BTA		One hour per day/two days per week. Not to exceed 64 sessions	10/29/15-06/24/16	\$51.00/hr.
7.38	BTA		One hour per day/two days per week. Not to exceed 64 sessions	10/29/15-06/24/16	\$51.00/hr.

**H.8 Approve Extra Duties Assignment**

**Intramurals-BMS**

No.	Unit	Name	Assignment	Stipend
8.1	BTA		Flag Football (Fall) - Not to exceed 10 sessions-BMS	\$57/session
8.2	BTA		Soccer (Fall) - Not to exceed 10 sessions-BMS	\$57/session
8.3	BTA		Cross Country (Fall) - Not to exceed 10 sessions-BMS	\$57/session
8.4	BTA		Volley Ball (Early Winter) - Not to exceed 10 sessions-BMS	\$57/session
8.5	BTA		Boys' Basketball (Early Winter) - Not to exceed 10 sessions-BMS	\$57/session
8.6	BTA		Girls' Basketball (Late Winter) - Not to exceed 10 sessions-BMS	\$57/session
8.7	BTA		Wrestling (Late Winter) - Not to exceed 10 sessions-BMS	\$57/session
8.8	BTA		Badminton (Late Winter) - Not to exceed 10 sessions-BMS	\$57/session
8.9	BTA		Lacrosse (Spring) - Not to exceed 10 sessions-BMS	\$57/session
8.10	BTA		Softball/Baseball (Spring) - Not to exceed 10 sessions-BMS	\$57/session
8.11	BTA		Track (Spring) - Not to exceed 10 sessions-BMS	\$57/session

**Enrichment-FPL**

No.	Unit	Name	Assignment	Stipend
8.12	BTA	RESCIND-	Genius Hour (Fall) - Not to exceed 9 sessions	\$55/session
8.13	BTA	RESCIND-	Genius Hour (Spring) - Not to exceed 9 sessions	\$55/session
8.14	BTA	(Replacing )	Genius Hour (Fall) - Not to exceed 9 sessions	\$55/session
8.15	BTA	(Replacing )	Genius Hour (Spring) - Not to exceed 9 sessions	\$55/session



<b>Clubs-BMS</b>				
No.	Unit	Name	Assignment	Stipend
8.16	BTA		Musical - Set Design	\$1,714
<b>Interscholastics-BHS</b>				
No.	Unit	Name	Assignment	Stipend
8.17	BTA	<b>RESCIND-</b>	Boys' Track Varsity Assistant (Winter)	\$4,451
8.18	BTA	<b>RESCIND-</b>	Boys' Track Assistant Varsity (Spring)	\$4,451

**H.9 Approve Substitutes**

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
9.1	NC		Substitute Aide-DSW	10/29/15-06/24/16	\$9.00/hr.
9.2	NC		Substitute Teaching Assistant-DSW	09/03/2015-06/24/16 (Revised start date from 10/8/15)	\$9.75/hr.
9.3	NC		Substitute Teaching Assistant-DSW	09/03/2015-06/24/16 (Revised start date from 10/8/15)	\$9.75/hr.
9.4	NC		Substitute Teacher (Certified)-DSW	10/29/15-06/24/16	\$105.00/day
9.5	NC		Substitute Teacher (Certified)-DSW	10/29/15-06/24/16	\$105.00/day
9.6	NC		Substitute Custodial Worker-DSW	10/29/15-06/24/16	\$11.00/hr.

**LEGEND**

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

MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the BOARD OF EDUCATION OF THE SOUTH COUNTRY CENTRAL SCHOOL DISTRICT and the BELLPORT TEACHERS' ASSOCIATION, which expired June 30, 2015, shall remain in full force and effect.

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

1. **Term** – July 1, 2015 through June 30, 2019
2. **Salary** – **Article XXII** – **Paragraph C, Subparagraphs 1-7** – Delete and substitute:

1. 15/16 – 1.5% plus increment
2. 16/17 – .5% plus increment
3. 17/18 – 1% plus increment
4. 18/19 - 1% plus increment.

**Subparagraph 8** – Delete “7” and substitute “4”. Add: Appendix I, Appendix J and the Miscellaneous stipends to be improved by the same percentages as set forth in subparagraphs 1-4.

**Subparagraph 9** – Improve Doctoral Stipend by same percentages as set forth in subparagraphs 1-4.

**Paragraphs D (1-3), E, F, G, H(2), I, K and L** – Improve by same percentages as set forth in Paragraph C, subparagraphs 1-4.

3. **Retirement Incentive** – **Article IX** – **Paragraph A** – Add “without penalty” to the end of sentence;

**Paragraph B – First Sentence** – Add “without penalty” after “retire”;

**Paragraph C** – Delete and substitute: “Notwithstanding the provisions of paragraphs A and B above, teachers who were first eligible to retire without penalty on or before June 30, 2015, shall be eligible to retire effective June 30, 2016 provided written irrevocable notice of retirement is delivered to the Superintendent of Schools on or before January 1, 2016.”

**Paragraph E** – Delete and substitute: “Notwithstanding Paragraph C above which is for teachers who were previously eligible for this incentive, the time limits for notice of intent to retire/rescind, shall be as set forth in Article VIII.”

4. **Teaching Hours – Article XI** – Add after Paragraph E as follows:

NOTE: The provisions of Paragraphs C, D and E above shall be suspended while the District maintains full day kindergarten. In the event the District returns to half day kindergarten, said provisions will be applicable.

**Paragraph N, Subparagraph C** – Delete and substitute: “In addition to the Fall schedule (one day, one ½ day, two evenings), teachers will conduct one night in the Spring and a ½ day from 8:30 a.m. to noon. The teacher workday also ends at noon on that day. All evening/night conferences shall be three hours in length and shall not be scheduled to conclude later than 8:30 p.m.”

**Subparagraph D** – Delete;

**Paragraph O** – Add “first” after “all students in the”; Add new last sentence: “As to the first quarter, teachers with classes which meet every other day shall be entitled to comment “insufficient student contact” when the school calendar renders it appropriate to do so under the circumstances.”

**Paragraph Q – Faculty Meetings** - Delete “one half hour” and substitute “forty (40) minutes”.

**Paragraph S** – Add: “Effective for the 15/16 school year, this annual obligation shall be extended to fourteen (14) hours. Effective for the 16/17 school year, this annual obligation shall be extended to sixteen (16) hours. Effective for the 18/19 school year and thereafter, this annual obligation shall be extended to eighteen (18) hours.

**Paragraph T (New)** – Effective for the 15/16 school year, all tenured teachers shall be required to attend four (4) hours annually of staff development pursuant to a program developed and implemented by the Superintendent of Schools in consultation with the District’s Professional Development Committee which shall have BTA representation.

Such sessions shall be limited to one or two hours. Effective for 16/17, this obligation will be increased to six (6) hours annually with duration of 1.5 or 2 hours per session. For 18/19 and thereafter, this obligation shall be further increased to eight (8) hours annually with duration of 1.5 or 2 hours per session. Professional development pursuant to this paragraph will not be scheduled to occur on Fridays, nor will it be conducted on the same day as participating teachers are required to attend a faculty meeting. Sessions will be scheduled to begin no more than 15 minutes after the end of the teacher day for the last school from which teachers are required to participate in a particular session. Teachers will be provided with 30 days' notice of a particular session scheduled pursuant to this paragraph.

5. **Non-Professional Activities – Article XII – Paragraph B** – Delete “scoring standardized tests or keeping registers of attendance”.
  
6. **Teacher Administration Liaison – Article XVIII – Paragraph C** – Delete;
 

**Paragraph D – First Sentence** – Delete “four (4) or more members” and substitute “less than a majority”.
  
7. **Teachers – Substitutes – Article XX – Paragraph E** – Delete “should” and substitute “shall”; Add “or log onto” after “call”; Delete “preferably” and substitute “as soon as possible, but at least”; Add at end of sentence “except in emergency circumstances, which preclude this notice from being provided, as demonstrated to the satisfaction of the building principal”.
  
8. **Housekeeping Items** –
  - a. **Article III(A) – Negotiations Procedures** - update negotiation dates
  
  - b. **Article V(A) – Association Rights** - Delete reference to “mimeographs” in two places.
  
  - c. **Article XIII(2) – Teacher Facilities - Second Sentence** – Delete “ditto, mimeographing and other”.
  
  - d. **Article XXIII (A)(5) – Fringe Benefit** – Delete and substitute: “All teachers shall contribute 15% toward the premium for health insurance.
  
  - e. **Article XXIV(B) – Graduate Study Provisions** – Delete “Effective July 1, 2012 and thereafter”.

f. Article XXV(A) – Special Education Provisions – Delete “who are emotionally disturbed or mentally retarded” and substitute “classified as a student with a disability under federal and state law.”

Appendix A – Update health contribution levels

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14 day of OCTOBER, 2015.

BOARD OF EDUCATION  
SOUTH COUNTRY CENTRAL  
SCHOOL DISTRICT

BELLPORT TEACHERS' ASSOCIATION

BY: Joseph Giani  
Joseph Giani  
Superintendent of Schools

BY: Wayne White  
Wayne White  
President

BY: Donna Lynch  
Donna Lynch  
Negotiations Chair

# *South Country Central School District*



## **BOARD OF EDUCATION AGENDA MATERIALS**

**DATE OF BOARD MEETING: October 28, 2015**

**OFFICE OF ORIGIN: Business Office**

**DATE MATERIAL SUBMITTED: October 19, 2015**

**CATEGORY OF ITEM: Action**

**RESOLVED**, that the Board of Education hereby adopts the 2015-2016 tax levy in the amount of \$57,381,312 before STAR reimbursement reduction, and predicated on an estimated valuation of \$25,982,597 that would result in an estimated tax rate of \$220.85 per \$100 assessed value.

## South Country Central School District

### Budget Transfer Request Form

Requested By	Date	Transfer #
Sam Gergis	10/19/15	

Account from	Account Title	Amount	Account to	Account Title	Amount
A2110.120-03-4006	SAL Enrichmt FPL	\$25,000.00	A2110.501-07	Instructional Supplies HS	\$15,000.00
			A2110.501-04	Instructional Supplies MS	\$10,000.00

Please explain the reason for the above transfer request


Robotics Program Expenses

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Recommended by:

  
 \_\_\_\_\_  
 Assistant Superintendent for Business/Business Administrator

Approved by:

for transfers greater than \$5,000

\_\_\_\_\_  
 President, Board of Education

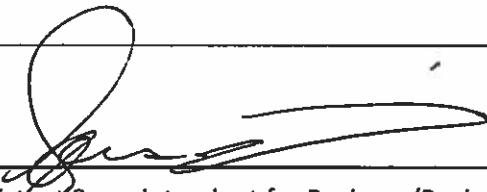
## South Country Central School District Budget Transfer Request Form

Requested By	Date	Transfer #
Sam Gergis	10/14/15	

Account from	Account Title	Amount		Account to	Account Title	Amount
A1680.200-00	EQPT –Data Processing	\$40,549.00		A1680.490-00	BOCES- CTRL Data Processing	\$40,549.00

Please explain the reason for the above transfer request
For purchase of computers; BOCES aid eligible

Recommended by:

  
 \_\_\_\_\_  
 Assistant Superintendent for Business/Business Administrator

Approved by:  
for transfers greater than \$5,000

\_\_\_\_\_  
 President, Board of Education



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

Give Mrs. Zaffarano a high five! Mrs. Zaffarano recently earned funding at DonorsChoose.org for a classroom project called "Boogie Boards in the Math Lab". A list of your donors is at bottom of this fax!

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

1. Boogie Board - 8.5 inch LCD eWriter - Cyan quantity 6, \$24.99 each

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

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

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

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

The DonorsChoose.org Team

P.S. Mrs. Zaffarano inspired donations from:

Anonymous (bellport, NY) \*has given to your school 3+ times!  
Luann Meeker (Kansas City, MO)  
NEA Foundation NEA Foundation (District of Columbia)

See why these donors gave at <http://www.donorschoose.org/project/boogie-boards-in-the-math-lab/1706667/>.

134 West 37th Street, 11th Floor | New York, NY 10018  
[www.donorschoose.org](http://www.donorschoose.org) | [principals@donorschoose.org](mailto:principals@donorschoose.org) | 212-239-3615

TITLE

ISBN:

QUANTITY:

SCOPE ENGLISH ANTHOLOGY -

Level 6

0-590-34693-8

3

SCOPE ENGLISH ANTHOLOGY -

Level 6

0-590-07701-5

9

GLOBAL LITERATURE -

Green Level

1-55675-175-3

6

SCOPE ENGLISH ANTHOLOGY -

Level 5

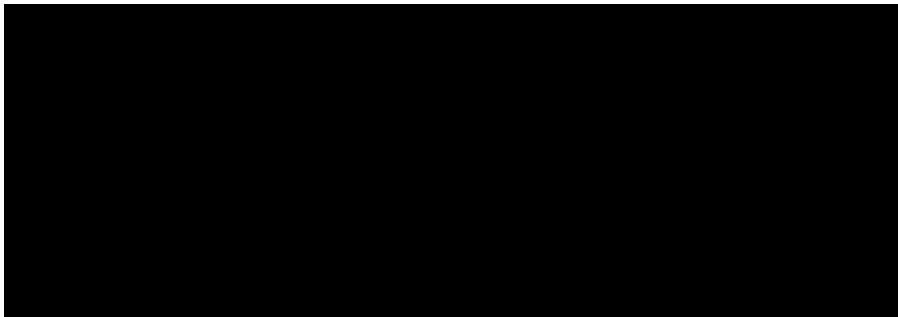
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6

THE STUDENT'S ANTHOLOGY

0-87065-300-8

21



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

**CONSULTANT SERVICES AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015 by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and OUT EAST THERAPY OF NEW YORK FOR OT, PT, SLP, RN AND PSYCHOLOGY SERVICES, PLLC, INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at PO Box 1312, Center Moriches, NY 11934.

**A. TERM**

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

**B. SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, CONSULTANT agrees to provide the services listed on the attached "Schedule 'A'", incorporated by referenced herein and made a part of this Agreement, to the DISTRICT as needed.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

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

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

14. **CONSULTANT** shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, **CONSULTANT** shall promptly give written notice of same to the **DISTRICT**.
16. **INSURANCE:**
  - a. **CONSULTANT**, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the **CONSULTANT** and the **DISTRICT**, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by **CONSULTANT** in connection with the performance of **CONSULTANT'S** responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
  - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
  - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the **CONSULTANT** shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
  - d. Upon the execution of this Agreement, **CONSULTANT** will supply the **DISTRICT** with a Certificate of Insurance including the **DISTRICT**, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. **COMPENSATION:**

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

**SEE SCHEDULE A**

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

**D. MISCELLANEOUS**

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

**2. INDEPENDENT CONTRACTOR:**

- a. **CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.**
  - b. **Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.**
  - c. **DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.**
- 3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.**
- 4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.**
- 5. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:**
- To District:                      South Country CSD  
   189 Dunton Avenue  
   East Patchogue, NY 11772**
- To Consultant:                    OUT EAST THERAPY of NEW YORK for OT, PT, SLP,  
   RN and Psychology Services, PLLC, Inc.  
   PO Box 1312  
   Center Moriches, NY 11934**
- 6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.**



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

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

OUT EAST THERAPY OF NEW YORK  
FOR OT, PT, SLP, RN AND PSYCHOLOGY  
SERVICES, PLLC, INC.

SOUTH COUNTRY CENTRAL  
SCHOOL DISTRICT

  
\_\_\_\_\_

\_\_\_\_\_

Date: 10/2/15

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

**OUT EAST THERAPY of NEW YORK for OT,PT,SLP,  
RN and Psychology Services, PLLC**

P.O. Box 1312 • Center Moriches, NY 11934

Phone (631) 874-0571 Fax (631) 878-0527

• info@outeasttherapy.com

Schedule A

Dear Donna,

Thank you for your interest in Out East Therapy!

Please find our rate schedule below.



Krista Debler, Owner

**RATE SCHEDULE**

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

**Individual Session:**

OT, PT, SLP, Social Work  
COTA  
Vision Services  
Teacher of the Deaf Services  
CSE meetings

\$41 per 30 minutes  
\$37 per 30 minutes  
\$59 per 30 minutes  
\$59 per 30 minutes  
\$41 per 30 minutes

**Group Sessions:**

OT, PT, SLP, Social Work  
COTA

\$62.00 per 30 minutes  
\$57.00 per 30 minutes

**Behavior Intervention**

BCBA Consultant  
Psychological Services

\$55 per 30 minutes  
\$100 per 30 minutes

Counseling  
Counseling group session

\$39 per 30 minutes  
\$55.00 per 30 minutes up to 5 children

FBA/BIP

\$125 per hour

Whole Classroom Push-ins

\$68.00 per hour

# OUT EAST THERAPY of NEW YORK for OT,PT,SLP, RN and Psychology Services, PLLC

P.O. Box 1312 • Center Moriches, NY 11934

Phone (631) 874-0571 Fax (631) 878-0527

• info@outeasttherapy.com

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

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT**  
**Administrative Offices**  
**189 Dunton Avenue**  
**East Patchogue, New York 11772**  
**(631) 730-1501**

**SPECIAL EDUCATION SERVICES CONTRACT**

This Agreement is entered into this 1<sup>st</sup> day of July, 2015 by and between Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, NY 11772 and the Crotched Mountain Rehabilitation Center (hereinafter the "SCHOOL"), having its principal place of business for the purpose of this Agreement at 1 Verney Drive, Greenfield, NH 03047.

**WITNESSETH**

WHEREAS the DISTRICT is authorized under the Education Law to contract with private, residential schools outside the State of New York for the instruction of students with disabilities in those situations where the DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the DISTRICT; and

WHEREAS, the SCHOOL is a private, residential school outside the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. **TERM**

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:
  - Instructional Services
  - Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).
2. The SCHOOL shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.

3. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student's IEP.
4. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, the SCHOOL shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
9. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. The SCHOOL will work cooperatively with the DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.

11. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
15. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
16. Upon reasonable prior written notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the SCHOOL shall promptly give written notice of same to the DISTRICT.
18. Insurance

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

C. COMPENSATION:

1. The SCHOOL shall be entitled to recover tuition and maintenance for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education, and the maintenance rate established by the Commissioner of Social Services.
  - a. The payment of tuition and/or maintenance, respectively, shall be the responsibility of the appropriate agency/entity designated by law.
2. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.
4. The DISTRICT shall give the SCHOOL notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

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

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

To District: Superintendent of Schools  
South Country Central School District  
189 Dunton Avenue  
East Patchogue, NY 11772

To School: Crotched Mountain Rehabilitation Center  
1 Verney Drive

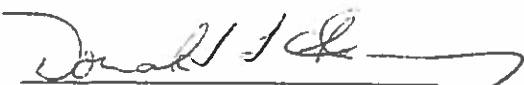


4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce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

SCHOOL

DISTRICT

By:

  
President and CEO.

By: \_\_\_\_\_

President, Board of Education

## SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the Board of Education of the South Country Central School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, NY 11772, and the Board of Education of the Three Village Central School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at P.O. Box 9050 East Setauket, NY 11733.

### WITNESSETH

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities in those situations where the SENDING DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the SENDING DISTRICT; and

WHEREAS, the RECEIVING DISTRICT is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The term of this Agreement shall be from \_\_\_\_\_, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

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

1. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
2. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the RECEIVING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

C. SERVICES AND RESPONSIBILITIES:

1. The RECEIVING DISTRICT shall provide the services set forth in the IEP of the student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement.
  - a. A student(s) may be added or deleted from the attached Schedule "A" at any time during the school term. In such event, the payment amount owed by the SENDING DISTRICT shall be adjusted accordingly. Enrollment for any period less than one (1) month shall be prorated. Any overpayments will be reimbursed by the RECEIVING SCHOOL DISTRICT to the SENDING SCHOOL DISTRICT.
2. The services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.
3. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
4. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
5. The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.
6. The RECEIVING DISTRICT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. If requested, the RECEIVING DISTRICT shall provide the SENDING DISTRICT with the proof of clearance for employment from the New York State Education Department.
7. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such

reports are made to the parent(s) of student(s) covered by the terms of this Agreement.

8. RECEIVING SCHOOL DISTRICT hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the SENDING SCHOOL DISTRICT to terminate this Agreement. RECEIVING SCHOOL DISTRICT agrees to provide the State access to all relevant records which the State requires to determine either RECEIVING SCHOOL DISTRICT's or SENDING SCHOOL DISTRICT's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. RECEIVING SCHOOL DISTRICT agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
9. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained by the RECEIVING DISTRICT in connection with this Agreement.
10. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
11. RECEIVING SCHOOL DISTRICT shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
12. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.
13. RECEIVING SCHOOL DISTRICT agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
14. The SENDING SCHOOL DISTRICT shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.
15. Where applicable, SENDING SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to RECEIVING SCHOOL DISTRICT. SENDING SCHOOL DISTRICT shall forward copies of these prescriptions to RECEIVING SCHOOL DISTRICT upon its written request.

D. REPRESENTATIONS:

1. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. All employees of RECEIVING SCHOOL DISTRICT shall be deemed employees of RECEIVING SCHOOL DISTRICT for all purposes and RECEIVING SCHOOL DISTRICT alone shall be responsible for their work, personal conduct, direction, and compensation. RECEIVING SCHOOL DISTRICT acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SENDING SCHOOL DISTRICT. RECEIVING SCHOOL DISTRICT is retained by SENDING SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SENDING SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor.
3. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. RECEIVING SCHOOL DISTRICT and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
4. RECEIVING SCHOOL DISTRICT, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. RECEIVING SCHOOL DISTRICT, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. RECEIVING SCHOOL DISTRICT further agrees that any information received by RECEIVING SCHOOL DISTRICT, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SENDING SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by RECEIVING SCHOOL DISTRICT, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
5. Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

E. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement in accordance with the Commissioner's regulations.
  - a. For the services to be rendered by the RECEIVING DISTRICT to the SENDING DISTRICT under the terms of the Agreement, the SENDING DISTRICT will pay the RECEIVING DISTRICT the 2015-2016 estimated New York State NRT rate of \$66,162.00, pro-rated if applicable, for a secondary student. When the 2015-2016 NRT rates have been determined, the RECEIVING DISTRICT will invoice the SENDING DISTRICT for the adjusted amount.
2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT on an annual basis which references the time period for which payment is being requested.
3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

F. INSURANCE:

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

G. TERMINATION:

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

#### H. MISCELLANEOUS

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

To Sending District:

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

To Receiving District:

Three Village Central School District  
North Country Administration Center  
100 Suffolk Avenue  
Stony Brook, New York 11790

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
4. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings,

representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

7. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.



**SENDING DISTRICT**  
**South Country CSD**

**RECEIVING DISTRICT**  
**Three Village CSD**

\_\_\_\_\_  
By: Chris Picini  
President, Board of Education

\_\_\_\_\_  
By: William F. Connors, Jr.  
President, Board of Education

Date \_\_\_\_\_

Date \_\_\_\_\_



CONFIDENTIAL SCHEDULE A

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

Name of Student(s)	Date of Birth
[REDACTED]	[REDACTED]



September 29, 2015

South Country UFSD  
189 North Dunton Ave.  
East Patchogue, NY 11772

Dear Special Education:

Enclosed, please find four signed original contracts which were not originally sent in the appropriate school year. This is a new contract format, which has been written by the State Education Department (SED) and cannot be changed nor reformatted, and is for those children residing and educated in a CRP/ICF facility. The contract is mandatory by SED and two signed original contracts must be submitted immediately, which I will do once the contracts are returned to me.

According to Barbara Mastriano with the State Education Dept., in Albany, telephone 518-474-7116, this contract is not 'year oriented,' so UCP must use and submit the contract we originally received, which is available online from the SED and has the 2006 dates in its' contents. It is imperative your school district sign and return these contracts to us in order for your school district to receive 100% reimbursement by the SED for the approved education costs as indicated in paragraph two, page two of the enclosed SED letter.

Please return three originals to UCP, signed by a member of the Board of Education for your District as soon as possible. Please retain one-copy for your records.

If you have questions, or need additional information, please contact me at 631-232-0011 ext 435. Thank you!

Sincerely,

Leslie M. Tilp  
Accounts receivable

250 Marcus Boulevard, Hauppauge, New York 11788-2018  
TEL 631 232 0011 FAX 631 232 4422 WEB [www.ucp-suffolk.org](http://www.ucp-suffolk.org)

**AGREEMENT  
CHILDREN'S RESIDENTIAL PROJECT**

This agreement by and between United Cerebral Palsy Assn., of Greater Suffolk, Inc.  
\_\_\_\_\_, the operator of a Children's Residential Project and an  
Intermediate Care Facility for the Developmentally Disabled ("the CRP/ICF" or "the  
Provider") located at 199 Atlantic Street, Central Islip, NY 11772 and the  
Board of Education for South Country School  
District of Residence ("the School District" or "the Board", respectively).

**WITNESSETH:**

**WHEREAS**, the Provider is authorized under section 3202 (5)(d) of the New York State Education Law to contract with the board of education of a school district for the provision of educational services, including transportation, and

**WHEREAS**, a child residing in a Children's Residential Project (CRP) would be deemed to be a resident of an ICF/DD for purposes of this agreement; and

**WHEREAS**, pursuant to section 3202 (5)(d)(14) of the New York State Education Law, the board of education of the school district in which the child would be deemed to reside but for placement in the ICF/DD has programmatic responsibility for such child residing in the ICF/DD, and

**WHEREAS**, the parent or other person in parental relation to one or more children residing in and attending the ICF/DD is a resident of the School District, and

**WHEREAS**, the Board is ready, willing and able to provide the services required under this agreement.

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

**FIRST: Scope of agreement.**

This agreement applies to children who reside in the ICF/DD and are deemed School District residents.

R

## **SECOND: Board's Basic Obligations**

- a. Pursuant to section 3202 (5)(d) and Article 89 of the Education Law, the Board shall, through its Committees on Special Education ("CSE"), identify, review and evaluate the status of each child referred to the ICF/DD. The Board shall, through its CSE, develop a written recommendation as to the appropriate educational program and placement of the child. Upon receipt of written consent of the parent to release such information, the CSE shall provide the ICF/DD all copies of special education evaluations and recommendations regarding the education of the child.
- b. Pursuant to section 3202 (5)(d) and Article 89 of the Education Law, the Board shall arrange for appropriate educational programs for each child in the least restrictive environment in accordance with the child's plan of active treatment.
- c. Pursuant to section 3202 (5)(d) and Article 89 of the Education Law, the Board shall provide necessary transportation between the ICF/DD and the child's home in accordance with 8 NYCRR Section 200.12.
- d. The Board shall submit to the New York State Education Department ("SED") a statement of the costs of all educational services, including transportation, provided pursuant to this agreement within 45 days of the date a child is placed in the educational program. Such statement shall be in a form prescribed by the Commissioner of Education. The parties recognize that SED is expected to reimburse the Board 100% of all SED approved costs.
- e. The Board shall pay the ICF/DD 100% of the approved SED Tuition Rate.
- f. The Board will not seek or claim Medicaid funding under the School Supportive Health Services Program.

## **THIRD: Provider's Basic Obligations**

- a. The Provider will give the Board all information regarding each child, relative to the evaluation of the child and the provision of educational services as provided in paragraph SECOND hereof.
- b. The Provider shall incur the direct costs of educational services for the children attending the ICF/DD. The parties recognize that the New York State Office of Mental Retardation and Developmental Disabilities ("OMRDD") will recoup from the ICF/DD Medicaid rate the amount attributable to the cost of educational services, including transportation.
- c. The Provider shall contract with the school district of residence for children residing in the ICF/DD as of July 1, 2006 and submit two copies of the contract with original signatures to SED, within 45 days of January 27, 2014. An ICF/DD may have multiple contracts, one for each school district of residence.
  1. If a child is placed in the ICF/DD after January 27, 2014 and the Provider has already entered into a contract with the child's school district of residence because the ICF/DD already has other children in residence from that district, the ICF/DD does not have to enter in another contract with that school district.
  2. If a child is placed in the ICF/DD after January 27, 2014 and no contract yet exists with the child's district of residence, the ICF/DD must contract with this school district and submit two copies of the contract, with original signatures, to SED within 45 days of placement into the CRP/ICF.

**FOURTH:** The Board and the Provider shall provide such reasonable information and reports as the Commissioner of the SED or the Commissioner of OMRDD requires.

**FIFTH:** This agreement is invalid with respect to any child not eligible for educational services under Article 89 of the Education Law.

**SIXTH:** This agreement shall apply to educational services provided during the school year commencing January 27, 2014 and shall be deemed automatically renewed for any subsequent school year, unless this agreement is invalid or null and void as provided in paragraphs FIFTH or SEVENTH.

**SEVENTH:** This agreement shall be null and void in the event the educational services are no longer reimbursable under Title XIX of the Social Security Act.

**IN WITNESS WHEREOF,** the parties have executed this agreement on the dates appearing next to their signatures below.

**For the Board**

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

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

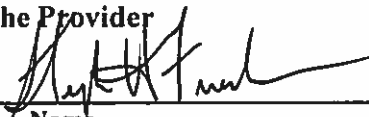
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**For the Provider**

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

By:   
Name

**Stephen Friedman**  
Title

**President/CEO**

Address  
**250 Marcus Blvd**

**Hauppauge, NY 11788**

**6918477**  
ICF/DD Operating Certificate #

8/17/06

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT**  
**Administrative Offices**  
**189 Dunton Avenue**  
**East Patchogue, New York 11772**  
**(631) 730-1500**

**CONSULTANT SERVICES CONTRACT**

This Agreement is entered into this \_\_\_\_\_ day of June, 2015 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772, and Developmental Disabilities Institute (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 99 Hollywood Drive, Smithtown, New York 11787.

W I T N E S S E T H

WHEREAS the DISTRICT is authorized under the Education Law to contract with private schools within the State of New York for the instruction of students with disabilities in those situations where the DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the DISTRICT; and

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, CONSULTANT shall provide educational services to those students listed on the attached "Schedule A" in accordance with Part 200 of the Regulations of the Commissioner of Education and applicable law.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing and at the times, frequency, and for the period therein specified. Payment for students added or removed shall be prorated for the period during which services were rendered.
3. If applicable, all services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall

be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.

4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department, including those related to the discipline of students with disabilities.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. To the extent applicable, all persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT shall be responsible for orientation and training of its own staff. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. At the DISTRICT'S request, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff, and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs, and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education

Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.

12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
15. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
16. CONSULTANT shall maintain its status as an approved school for the education of children with disabilities. Failure to do so shall render this agreement void. The DISTRICT shall not be responsible for services rendered during any period in which CONSULTANT has failed to maintain its status.
17. CONSULTANT shall maintain monthly attendance records which shall be submitted to the District quarterly. In the event a student is absent from instruction for a period of (5) consecutive days or more, the student's record shall indicate the reason for said absences. Authorized absences include sickness, family emergency, or the death of an immediate family member. CONSULTANT shall notify the District immediately in the event the student has an unauthorized absence of (5) days or more. CONSULTANT shall not discharge a student without prior authorization of the DISTRICT.



18. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.

C. INSURANCE:

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

D. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT for services in accordance with the terms of the attached "Schedule A", incorporated by reference herein and made a part of this agreement. Any adjustment in the tuition rate set forth in Schedule "A" approved by the Commissioner of Education shall be applied to the next and all subsequent invoices following receipt by CONSULTANT of such determination by the Commissioner. The first adjusted bill shall include documentation from the Commissioner of such change. Any change shall be applied retroactively.
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice.

3. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
4. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
5. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

1. Termination:
  - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
  - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
  - c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination shall not discharge the parties' existing obligations to each other as of the effective date of termination.
2. Independent Contractor:
  - a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
  - b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
  - c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal

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

3. Defense / Indemnification:
  - a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
  
4. Notices:
  - a. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:  
  
To District: Superintendent of Schools  
South Country CSD  
189 Dunton Ave.  
East Patchogue, New York 11772  
  
To Consultant: Developmental Disabilities Institute  
99 Hollywood Drive  
Smithtown, New York 11787
  
5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
  
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
  
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
  
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.


9. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

DISTRICT

By:

  
JOHN HOWARD  
EXECUTIVE DIRECTOR

By:

\_\_\_\_\_

**SCHEDULE A**  
**2015/2016**

NAME	PROGRAM LEVEL	DATES OF SERVICE	2013/2014
			PROSPECTIVE RATE
	,000-SC Children's Day 6hr.	07/13/2015-08/21/2015	\$8,773.00
		09/08/2015-06/24/2016	\$53,533.00
	9000-SC Children's Day 6hr.	07/13/2015-08/21/2015	\$8,773.00
		09/08/2015-06/24/2016	\$53,533.00

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

**CONSULTANT SERVICES CONTRACT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for purposes of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and Positive Behavior Support Consulting & Psychological Resources, PC (hereinafter "CONSULTANT"), having its principal place of business for purposes of this Agreement at 68 Oakdale Road, Centerport, New York 11721.

**A. TERM**

The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

**B. SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, CONSULTANT shall provide the following consulting services to the DISTRICT, including, but not limited to: behavioral assessment and intervention; person-centered/ transition planning; parent training; counseling; skills training; educational consultation; community development; job development and coaching; and participation in CSE meetings, as needed, and in accordance with the terms of this Agreement.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this

Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

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

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

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

C. INSURANCE:

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



D. COMPENSATION:

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

E. MISCELLANEOUS

1. Termination:
  - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
  - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to



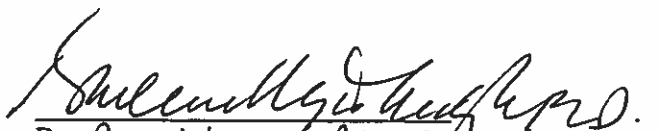
To Consultant: Positive Behavior Support Consulting  
& Psychological Resources, PC  
68 Oakdale Road  
Centerport, New York 11721

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

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

CONSULTANT

DISTRICT

  
By: *President, PBS Consulting & Psychological Resources, P.C.*

\_\_\_\_\_  
By:

## Tier One: Clinical & Professional Services

\$140 per hour

Darlene McLaughlin  
Ph.D, BCBA-D  
Licensed Clinical Psychologist

Kaarin R.  
Ph.D  
Licensed Clinical Psychologist

Chris Smith  
Ph.D, BCBA-D  
Licensed Clinical Psychologist

**ABA Services & Supervision provided by credentialed staff (ABAC):** Home-, school- and community-based ABA Services and Skills Training for Everyday Living delivered by fully licensed and credentialed staff. Supervision of ABA and related clinical activities as required for non-certified staff in preparation for licensing or BCBA certification.

**Academic Services - Tutoring, Home Instruction, and Special Education Itinerant (SEIT):** Certified teachers are available to establish and provide direct instruction and educational goals at home, in school, and in the community.

**Adaptive Behavior Evaluation (ADAP):** Administration of standardized measures of adaptive behavior can be completed for the purpose of identifying a student's adaptive strengths and weaknesses in the areas of communication, daily living, socialization, and maladaptive behavior. Test results can be utilized for program planning or benefit eligibility determination. (Minimum 4 hours)

**Administrative Meetings (ADMN):** Administrative and/or Team meetings on behalf of students or district development.

**Autism Consultation(AUTC):** Technical assistance and individual case consultation are offered to students with Autism Spectrum Disorders, with a unique and specific emphasis on communication disorders, executive functioning, and social skills deficits. Consultation involves curricular modification, differentiated instruction, and the application of behavioral principles at home, in school, and in the community.

**Behavior Intervention Services Individual (BISI):** individual case consultation, functional analysis, behavior support plan development, data management, and follow along services are offered to students with a range of behavioral challenges.

**Behavior Intervention Services Team (BIST):** Technical Assistance, implementation of class-wide or school-wide positive behavioral supports, and/or development of support plan components to address identified gaps.

**Clinical Consultation (CLIN):** One-on-one counseling, planning, and intervention is offered to address specific clinical issues including puberty, adolescence, sexuality training, anger management and relaxation training, obsessive-compulsive disorders, and other specific clinical needs.

**Service Descriptions and Rate Schedule 2015-2016 School Year**

**Page 2**

**College Campus Experience (CAMP):** Inclusion opportunities for post-grads (18-21 year olds) at local colleges, where they can interact with same-age, typical peers during the course of the school day, in the context of lunch, learning, special interest groups, events, athletics, and/or internships. Courses focus on practical and functional skills of everyday living.

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

**CSE Participation (CSEP):** Consultants are available upon request to participate in scheduled meetings of the Committee on Special Education either by phone or in person. Updates/written reports are available upon request.

**Functional Behavioral Assessment (FBAR):** Includes interviews (FAI), administration of relevant instruments and questionnaires (e.g., ABC, Activities Assessment, Social Network Analysis, Satisfaction Scale, Stress Inventory, Self-Determination), review historical records, complete data analysis (e.g, critical incidents, behavior data), direct observation, and (if needed) experimental functional analysis. Hours include report and recommendations to CSE. (Minimum 8 hours)

**Parent training – Individual (PT-I):** Didactic training is offered individually to parents, caregivers, and extended family member to address individual student needs.

**Parent Training – Group (PT-G):** Didactic training is offered in group format to parents, caregivers, and extended family members. Topics include critical skill development, scheduling and routines, environmental modification, reinforcement and teaching strategies, co-occurring conditions, community outreach, benefits assistance, transition planning, behavior intervention, and any other specific concerns that occur at home, at school, or in the community. (Minimum of 3 hours: one hour preparatory, two hour group session.)

**Person-centered Planning (PCPR):** Full intake includes a minimum of two Person-Centered Planning meetings to complete planning tools (i.e., MAPS), and to formulate a vision statement, timeline, and action plan for transition goals and services. Hours include report and recommendations (Minimum 6 hours)

**Postsecondary Supports Individual (PSSI):** College planning is offered individually to students, parents, and staff members to address disability issues and student needs. Following initial start-up, college coaching can be provided on an as needed basis for academic support, problem solving, and social networking on campus.

**Service Descriptions and Rate Schedule 2015-2016 School Year**

**Page 3**

**Postsecondary Supports Group (PSSG):** College planning is offered in group format to students, parents and staff members to address college planning, college matching, preparation for initial applications/interviews and the development of scheduling, and self-monitoring tools.

**Professional Development Training Services (PDTs):** Supports to school personnel, didactic and activity-based trainings are available to address a variety of topics in Positive Behavior Support, including functional analysis, proactive strategies, crisis intervention and prevention, choice and self-determination, community networking, job procurement, job coaching, transition planning, setting events, person-centered planning, life skills/adaptive behavior development, and friendships/social support. (Minimum 2 hours: 1 hour preparatory, 1 hour presentation.)

**Program Consultation (PRGC):** Supports to school personnel. Program evaluation involves the application of Best Practice Standards to evaluate classrooms, programs, and school-wide interventions for students with disabilities who may or may not be mandated to receive services. Recommendations are made for new initiatives, including curriculum development, curriculum modification, incentive programs, training initiatives, peer networking programs and the like.

**Transition Planning & Long Term Care Coordination (TRNS):** Standardized measures of transition skills can be completed in full or in part for the purpose of identifying students' strengths and transition service needs and developing IEP goals. Areas assessed include:

- **Academic skills:** Reading, Listening & Speaking, Functional Writing, and Math Skills
- **Postsecondary & Job Skills:** Interests & Choices, Job-related writing skills, Job-related knowledge, On-The-Job evaluation, and Communication & Technology
- **Independent Living and Community Participation Skills:** Independent Living Skills related to Food, Clothing, Housing, Money and Finance, Health, Travel and Transportation, Community Resources, Community Signs, and Citizenship.
- **Benefits Assessment (SSI, Medicaid, OPWDD, Private Health Insurance):** As a collaborator with Self Determination Services (SDS) in NY State, PBS provides assistance to families in applying for financial aid and disability benefits. These include Eligibility Determinations, Front Door Initiatives, Social Security Benefit applications and procurement of Enhanced Autism Services, available through Private Health Insurance. Families are offered guidance in obtaining relevant documentation, formulating history, diagnosis, guardianship, and assets to facilitate a smooth benefits application process.

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

**Tier Two: Ongoing Support Services**  
**\$95 per hour**

**ABA Services & Skills Training provided by non-credentialed staff (ABAN):** Home-, school- and community-based ABA Services and Skills Training for Everyday Living delivered by non-credentialed staff. Behavioral technicians/assistants work under the direct supervision of a Certified Teacher or Licensed Behavior Analyst, and follow skills training methods that are developed and monitored on an ongoing basis. Behavioral protocols, task analysis, discrete trial training, shaping, backward and forward chaining, and differential reinforcement strategies are used to train and reinforce skills across the home, school and community settings.

**Vocational Internships (VOCI):** Direct support for work internships includes follow along for work-based learning; oversight of job analysis/task analysis, internship terms and agreements, work schedule, and coworker relationships. Following initial start-up, long-term coaching at the work site is provided for additional skills training, problem solving, and career planning. Staff will utilize a system for monitoring progress, in fulfillment of the NY State CDOS requirements.

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

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of the **South Country Central School District** (hereinafter the "**DISTRICT**"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, New York, 11772 and **Joan Tschopp** (hereinafter "**CONSULTANT**"), having her principal place of business for the purpose of this Agreement at 4 Elm Court, Selden, New York 11784.

### A. TERM

The term of this Agreement shall be from September 1, 2015 through June 30, 2016 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:
  - Professional Development Training to District Staff for Integrated Co-Teaching.
2. CONSULTANT shall provide the services set forth in this Agreement at mutually convenient dates and times as determined by the District; and shall provide such services at Brookhaven Elementary School or other location as determined by the District in its sole discretion.
3. CONSULTANT shall not perform any services unless they are pre-approved in writing by the DISTRICT.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this



Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
9. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
10. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation,

including but not limited to the Family Educational Rights and Privacy Act (FERPA).

14. Insurance:

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

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:
  - \$1,000 per full day of services actually provided to the District;
  - \$500 per half day of services actually provided to the District (not to exceed three (3) hours of services).
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.

3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:

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

2. Independent Contractor:

- a. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification

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

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

To District: Superintendent of Schools  
South Country CSD  
189 Dunton Avenue  
East Patchogue, New York 11772

To Consultant: Joan Tschopp  
4 Elm Court  
Selden, New York 1174

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

6. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

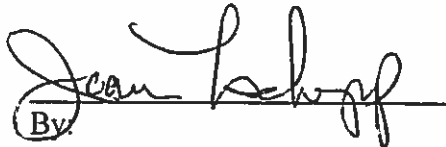
7. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed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

8. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
9. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
10. Entire Agreement: This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

**CONSULTANT**

**SOUTH COUNTRY CENTRAL  
SCHOOL DISTRICT**

  
By: \_\_\_\_\_

Joan Tschopp

\_\_\_\_\_  
By:  
Chris Picini  
President, Board of Education

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT  
Office of Special Education  
2714 Montauk Highway  
Brookhaven, NY 11719  
Phone: 631-730-1500  
Fax: 631-286-4919**

**SERVICE AGREEMENT  
4201 SCHOOL**

THIS AGREEMENT made this 1st day of September, 2015 by and between BOARD OF EDUCATION, SOUTH COUNTRY CENTRAL SCHOOL DISTRICT, (hereinafter referred to as the "SCHOOL DISTRICT"), having its principal place of business located at 189 Dunton Avenue, East Patchogue, NY 11772 and the 4201 school, HENRY VISCARDI SCHOOL, hereinafter referred to as the "SERVICE PROVIDER" having its principal place of business for purposes of this Agreement at 201 I.U. Willets Road, Albertson, NY 11507.

**WITNESSETH:**

**WHEREAS**, School Districts are authorized by law to contract with institutions within the State of New York for the instruction of disabled children in those situations where the School District is unable to provide for the education of certain or all disabled children in classes in the public schools; and

**WHEREAS**, SERVICE PROVIDER is a school chartered by the Board of Regents of the University of the State of New York pursuant to § 4201 of the New York State Education Law and as such is authorized to establish, conduct, operate and maintain an educational program for severely physically disabled students; and

**WHEREAS**, the School District desires that SERVICE PROVIDER provide instruction to the students enrolled in the program(s) operated by SERVICE PROVIDER; and

**WHEREAS**, SERVICE PROVIDER warrants that it has reviewed the individualized education program ("IEP") of each pupil to be enrolled in its program(s), and represents that it will provide the level of services identified in the IEP to meet the needs of such children; and

**WHEREAS**, SERVICE PROVIDER is capable of and willing to provide the within services in accordance with the students' IEPs to the School District.

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

1. **TERM OF AGREEMENT**: This Agreement shall be in effect for the period September 1, 2015 to June 30, 2016 unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES**:

SERVICE PROVIDER shall provide adequate instruction, related services and/or a facility to students listed in Appendix A during the school year. The education provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the children, and in accordance with Commissioner's Regulations, all applicable Federal, State and local statutes, rules and ordinances. SERVICE PROVIDER agrees to provide services in accordance with the State Education Department's regulations, using only professionals/service providers certified by the New York State Education Department. All services shall be provided in strict compliance with the student's IEP. SERVICE PROVIDER further agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.

SERVICE PROVIDER shall provide the following services, consisting of, but not limited to, the following:

- i. Services based on individual student IEPs;
- ii. The implementation of goals and objectives for the educational services provided as per each individual student's IEP;
- iii. The completion of progress reports regarding student achievement of objectives as per report card schedules;
- iv. Provide the SCHOOL DISTRICT Committee on Special Education (CSE) with annual progress reports for each individual student receiving services;
- v. Complete evaluations as per the request of the SCHOOL DISTRICT'S Director of Special Education and upon agreement of the SERVICE PROVIDER, on an as needed basis and in accordance with SERVICE PROVIDER'S payment policy,;
- vi. Comply with any testing requirements upon notification of such review dates.

### **3. PAYMENT SCHEDULE:**

a. In full consideration for the educational services to be rendered by SERVICE PROVIDER to the School District for the period of this Agreement, the School District will pay to SERVICE PROVIDER, for each child, a per pupil charge (PPC) set by the Commissioner of the New York State Education Department. If the PPC for this school year is not available at the beginning of this school year, the SCHOOL DISTRICT shall pay the PPC applicable to the previous school year until new PPC is set, at which time the parties shall adjust future tuition payments so that SERVICE PROVIDER will be paid in accordance with the rates applicable to that current school year. The SCHOOL DISTRICT shall retroactively pay SERVICE PROVIDER any underpayment for that current school year in accordance with the new PPC or any overpayments will be reimbursed by SERVICE PROVIDER to the SCHOOL DISTRICT for that current school year.

b. SCHOOL DISTRICT shall be responsible for payment of the tuition as provided for in this Agreement as long as the child is enrolled in SERVICE PROVIDER's program(s) or until such time as the student is withdrawn from such program(s) in accordance with the termination provision herein. In the event of such termination, payment shall be prorated from the time services were provided to the student.

**4. INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and individuals who received services. Students shall be assigned an identification number which shall be used in the place of student names for billing purposes. SCHOOL DISTRICT shall give

SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of receipt of the invoice.

No parent or guardian shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the patient or patient's family for services provided pursuant to this Agreement.

5. INDEPENDENT CONTRACTOR: All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/ or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. Employees of SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs.

6. EXPENSES OF SERVICE PROVIDER: SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

7. INCOME TAX DESIGNATION AND INDEMNIFICATION: SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility.

8. SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS: SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to SCHOOL DISTRICT students placed with SERVICE PROVIDER. For purposes of this Agreement, the definition and calculation of enrollment and attendance shall be determined by SCHOOL DISTRICT, in accordance with New York State Education Law § 4201 and pursuant to each student's appointment by the Commissioner of Education.

9. LICENSE AND AUTHORIZATION: SERVICE PROVIDER warrants that it is duly authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements or by persons otherwise qualified to provide services in accordance with all applicable laws and regulations. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license or other qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to



SCHOOL DISTRICT, upon request, proof of certification and/ or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes.

10. SAVE LEGISLATION: SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER shall adhere to all applicable requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York including, without limitation, fingerprinting. Upon request, SERVICE PROVIDER must submit to the SCHOOL DISTRICT verification regarding such providers' clearance status.

11. ATTENDANCE RECORDS: SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month upon request.

12. REPORTS OF STUDENTS: SERVICE PROVIDER will make every effort to obtain releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement.

13. REPORTS TO STATE: SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine SERVICE PROVIDER's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with law.

14. REPORTS TO SCHOOL DISTRICT: SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's educational progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement. Upon request, reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be reasonably required by SCHOOL DISTRICT.

15. STATE AUDITS: SERVICE PROVIDER shall cooperate with the State and its Agents and provide all information to them as may be required for the State and its Agents to fulfill their auditing or other legal responsibilities.

16. AUTHORIZATION OF SCHOOL DISTRICT: SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

17. **STUDENT REMOVAL:** SCHOOL DISTRICT reserves the right to add, subject to SERVICE PROVIDER'S approval, or remove a child from the list of the children covered by this Agreement at any time during the year in accordance with the students' IEP and all applicable Federal and State laws and regulations. Notwithstanding anything to the contrary herein, in the event a student's continued presence poses a danger to the health or safety or that student or others, the SERVICE PROVIDER may remove the student from the educational setting as in accordance with law. Payment for children added or removed shall be prorated for the period of time services were provided to the child. All appropriate statutory and regulatory notifications will be made by the SCHOOL DISTRICT including but not limited to SED.

18. **NON-SOLICITATION CLAUSE:** For the period of this Agreement and for one year after the termination of this Agreement the SCHOOL DISTRICT shall not hire or solicit for employment an employee of SERVICE PROVIDER who was employed by SERVICE PROVIDER or who provides or provided services to a student residing within the SCHOOL DISTRICT without the express written consent SERVICE PROVIDER's Chief Operating Officer.

19. **TERMINATION NOTICE:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party but in compliance with the students' IEP's and in accordance with all applicable Federal and State laws and regulations.

20. **CONFIDENTIALITY:** SERVICE PROVIDER agrees that information received by SERVICE PROVIDER, its employees, and/ or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/ or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations except as in accordance with law.

21. **HIPAA:** Both parties to this Agreement understand that they may receive and/ or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

22. **INDEMNIFICATION and HOLD HARMLESS PROVISION:** SERVICE PROVIDER agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

SCHOOL DISTRICT agrees that it shall defend, indemnify and hold harmless SERVICE PROVIDER, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SCHOOL DISTRICT or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

23. **INSURANCE PROVISION:** SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and SCHOOL DISTRICT from claims set forth below for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on SERVICE PROVIDER's insurance policies, with the exception of workers' compensation and professional liability.

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

Notices shall be delivered or mailed to:

South Country Central SD	Henry Viscardi School
2714 Montauk Highway	201 I.U. Willets Road
Brookhaven, NY 11719	Albertson, NY 11507
Attention: Special Education Office	Attention: Sheryl P. Buchel, CFO

25. **ASSIGNMENT OF CONTRACT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT and, as applicable, SED.

26. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.

27. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York and applicable Federal laws and regulations. Each of the parties agrees to submit to the jurisdiction of the courts of the State of New York, County of Nassau, or the Federal court otherwise having jurisdiction.

28. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances, shall remain in full force and effect.

29. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

30. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

31. REPRESENTATIONS AND WARRANTIES: SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

32. AMENDMENT: This Agreement may be amended only in writing and signed by the parties.

33. NONWAIVER: No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

34. AUTHORITY TO ENTER AGREEMENT: Each party represents and warrants to the other party that this Agreement has been duly authorized, executed and delivered and that the performance of its obligations under this Agreement do not conflict with any order, law, rule or regulation or any agreement or understanding by which such party is bound.

35. Conflicts of Interest: Each party represents that there are no conflicts of interest between each other or that would otherwise limit either party's participation in this Agreement.

36. Execution: This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same document as if all parties had executed a single original document. This Agreement may be executed by facsimile copy and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.

37. Survival of Terms: All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement shall do so.

38. Retention of Rights: The parties shall each retain all their rights at law and in equity in the event of a material breach of the Agreement by the other party.

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

Date:

BY:

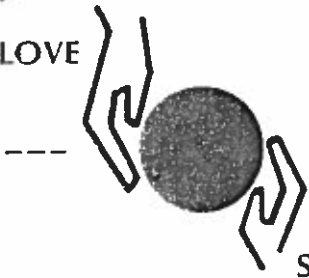
\_\_\_\_\_  
President, Board of Education  
South Country Central School District

Date:

BY:

*S. Buchel*  
\_\_\_\_\_  
Henry Viscardi School  
Sheryl P. Buchel, CFO

LOVE



# Cleary School for the Deaf

301 Smithtown Boulevard, Nesconset, New York 11767-2077  
www.clearyschool.org

631-588-0530 (V & TTY)  
631-588-0016 FAX

September 8, 2015

South Country Central School District  
2714 Montauk Highway  
Brookhaven, NY 11719

Dear School District Administrator:

We have recently received notification from the New York State Education Department that there has been an adjustment to the 2015/2016 tuition rate for Cleary School for the Deaf. We have enclosed revised contracts for signature as well as a copy of the published tuition rate sheet from the NYSED website showing the revised tuition rate. Tuition invoices for the 2015/16 school year will reflect these rates.

Please let me know if you have any questions or need any additional information. Thank you.

Regards,

A handwritten signature in cursive script that reads "Kathryn Federkiel".

Kathryn Federkiel  
Director of Business Operations  
Cleary School for the Deaf  
P – 631-588-0530 x 237  
F – 631-588-0585  
e-mail: [kfederkiel@clearyschool.org](mailto:kfederkiel@clearyschool.org)



NEW YORK STATE EDUCATION DEPARTMENT

STAC

4201 Per Pupil Tuition Charges, STAC, NYSED

Per mo:  
 $535.93$   
 $\times 18 \text{ days}$   


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 $9646.74$

Per yr  
 $9646.74$   
 $\times 10 \text{ mo}$   


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 $96,467.40$

**Per Pupil Tuition Charges of the §4201 State-Supported Schools**

§4201 School Name	Type	Per Pupil Tuition Charge <sup>1</sup>				
		2011-12	2012-13	2013-14	2014-15	2015-16
Cleary School for the Deaf	Prospective	\$519.45	\$519.45	\$519.45	\$519.45	\$535.93
	Reconciliation	\$459.53	\$508.82			
Henry Viscardi School	Prospective	\$319.68	\$319.68	\$319.68	\$319.68	\$367.59
	Reconciliation	\$326.70	\$341.11	\$366.57		
Lavelle School for the Blind	Prospective	\$389.76	\$389.76	\$389.76	\$387.07	\$420.11
	Reconciliation	\$348.44	\$370.12			
Lexington School for the Deaf	Prospective	\$298.69	\$298.69	\$298.69	\$298.69	\$311.80
	Reconciliation	\$295.20	\$293.35	\$311.37		
Mill Neck Manor School for Deaf	Prospective	\$420.96	\$420.96	\$420.96	\$420.96	\$422.74
	Reconciliation	\$453.19	\$448.29			
New York Institute for Special Educ.	Prospective	\$353.96	\$353.96	\$353.96	\$353.96	\$336.60
	Reconciliation	\$360.37 <sup>2</sup>	\$353.68			
New York School for the Deaf	Prospective	\$399.93	\$399.93	\$399.93	\$399.93	\$409.45
	Reconciliation	\$440.69	\$451.49			
Rochester School for the Deaf	Prospective	\$383.17	\$383.17	\$383.17	\$383.17	\$393.68
	Reconciliation	\$380.47	\$402.68			
St. Francis de Sales School for the Deaf	Prospective	\$442.47	\$442.47	\$442.47	\$442.47	\$558.56
	Reconciliation	\$432.43	\$473.83	\$534.34		
St. Joseph's School for the Deaf	Prospective	\$394.99	\$394.99	\$394.99	\$394.99	\$372.58
	Reconciliation	\$378.41 <sup>3</sup>	\$381.04			
St. Mary's School for the Deaf	Prospective	\$454.65	\$454.65	\$454.65	\$454.65	\$514.76
	Reconciliation	\$447.72	\$454.65			

<sup>1</sup> Cost per student per care day.

<sup>2</sup> Corrected 06/02/14

<sup>3</sup> Corrected 04/10/14

**Effect of 2011-12 Reconciliation Per Pupil Charges (PPC) on Reimbursement**

An additional 2011-12 Approved Payment Report (APR) was mailed out along with the 2012-13 10-Month APR. If the Reconciliation PPC resulted in additional tuition payment to the 4201 school, the school district received additional reimbursement from the State of New York. If the Reconciliation PPC resulted in a refund from the 4201 school, the difference was withheld from the reimbursement generated for the 2012-13 10-Month APR.

**Effect of 2012-13 Reconciliation Per Pupil Charges (PPC) on Reimbursement**

The STAC Unit currently plans to mail out an additional 2012-13 Approved Payment Report (APR) along with the APR for the 4201 1314 Payment 02. This APR will go out next year. If the Reconciliation PPC has resulted in additional tuition payment to the 4201 school, the school district will be entitled to additional

## **SERVICE AGREEMENT 4201 SCHOOL**

THIS AGREEMENT made this 1st day of September, 2015 by and between BOARD OF EDUCATION, **South Country Central School District** (hereinafter referred to as the "SCHOOL DISTRICT"), having its principal place of business located at **189 Dunton Avenue, East Patchogue, NY 11772**, and the Cleary School for the Deaf hereinafter referred to as the "SERVICE PROVIDER" having its principal place of business for purposes of this Agreement at 301 Smithtown Blvd., Nesconset NY 11767

### WITNESSETH:

**WHEREAS**, School Districts are authorized by law to contract with institutions within the State of New York for the instruction of disabled children in those situations where the School District is unable to provide for the education of certain or all disabled children in classes in the public schools; and

**WHEREAS**, SERVICE PROVIDER is a school chartered by the Board of Regents of the University of the State of New York pursuant to § 4201 of the New York State Education Law and as such is authorized to establish, conduct, operate and maintain an educational program for children who are Deaf; and

**WHEREAS**, the School District desires that SERVICE PROVIDER provide instruction and/or as applicable, residential facilities to the students enrolled in the program(s) operated by SERVICE PROVIDER; and

**WHEREAS**, SERVICE PROVIDER warrants that it has reviewed the individualized education program ("IEP") of each pupil to be enrolled in its program(s), and represents that it will provide the level of services identified in the IEP to meet the needs of such children; and

**WHEREAS**, SERVICE PROVIDER is capable of and willing to provide the within services in accordance with the students' IEPs to the School District.

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

1. **TERM OF AGREEMENT**: This Agreement shall be in effect for the period of July 1, 2015 to June 30, 2016 unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES**:

a. SERVICE PROVIDER shall provide adequate instruction, related services and/or a facility to students listed in Appendix A during the school year. The education provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the children, and in accordance with Commissioner's Regulations, all applicable Federal, State and local statutes, rules and ordinances. SERVICE PROVIDER agrees to provide services in accordance with the State Education Department's regulations, using only professionals/ service providers certified by the New York State Education Department. All services shall be provided in strict compliance with the student's IEP. SERVICE PROVIDER further agrees that all disciplinary measures for

disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.

SERVICE PROVIDER shall provide the following services, consisting of, but not limited to, the following:

- i. Services based on individual student IEPs;
- ii. The implementation of goals and objectives for the educational services provided as per each individual student's IEP;
- iii. The completion of progress reports regarding student achievement of objectives as per report card schedules;
- iv. Provide the Committee on Special Education (CSE/CPSE) with annual progress reports for each individual student receiving service to be reviewed at each student's CSE/CPSE meeting;
- v. Complete evaluations as per the request of the Director of Special Education on an as needed basis;
- vi. Comply with any testing requirements upon notification of such review dates.

### 3. PAYMENT SCHEDULE:

a. In full consideration for the educational services to be rendered by SERVICE PROVIDER to the School District for the period of this Agreement, the School District will pay to SERVICE PROVIDER, for each child, at the rate of Ninety Six Thousand Four Hundred Sixty Seven and 40/100 (\$96,467.40) per 10 month period, which is per pupil charge (PPC) set by the Commissioner of the New York State Education Department. The billing schedule shall be as follows:

Invoices will be submitted on a monthly basis.

If the PPC for this school year is not available at the beginning of this school year, the SCHOOL DISTRICT shall pay the PPC applicable to the previous school year until new PPC is set, at which time the parties shall adjust future tuition payments so that SERVICE PROVIDER will be paid in accordance with the rates applicable to that current school year. The SCHOOL DISTRICT shall retroactively pay SERVICE PROVIDER any underpayment for that current school year in accordance with the new PPC or any overpayments will be reimbursed by SERVICE PROVIDER to the SCHOOL DISTRICT for that current school year.

b. SCHOOL DISTRICT shall be responsible for payment of the tuition as provided for in this Agreement as long as the child is enrolled in SERVICE PROVIDER's program(s) or until such time as the student is withdrawn from such program(s) in accordance with the termination provision herein. SCHOOL DISTRICT reserves the right to add or delete a child from the list of the children covered by this Agreement at any time during the school term. Enrollment for any period less than one (1) month shall be prorated.

4. INVOICE DUE ON MONTHLY BASIS: SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall identify the names of the student(s) who received services. SCHOOL DISTRICT shall give



SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment, but only as to the amount in dispute, pending the resolution of this dispute.

**5. INDEPENDENT CONTRACTOR:** All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/ or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

**6. EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER. SCHOOL DISTRICT shall not be responsible for any expenses not mandated by the IEP incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

**7. INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility.

**8. RESPONSIBILITY FOR PAYMENT OF SERVICES:**

- a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the patient or patient's family for service provided pursuant to this Agreement.

**9. SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to Students placed with SERVICE PROVIDER. For purposes of this Agreement, the definition and calculation of enrollment and attendance shall be determined by SCHOOL DISTRICT, in accordance with New York State Education Law § 4201 and pursuant to students' appointment by the Commissioner of Education.

**10. LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements or by persons otherwise qualified to provide services in accordance with all applicable laws and regulations. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license or other qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT, upon request, proof of certification and/ or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes.

**11. ATTENDANCE RECORDS:** SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month upon request. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.

**12. REPORTS OF STUDENTS:** SERVICE PROVIDER will obtain releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER. Any failure to carry out such responsibility once notice has been given shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.

**13. REPORTS TO STATE:** SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine SERVICE PROVIDER's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

14. REPORTS TO SCHOOL DISTRICT: SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's educational progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be reasonably required by the SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be reasonably required by SCHOOL DISTRICT.

15. COMMISSIONER VISITS: SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

16. AUTHORIZATION OF SCHOOL DISTRICT: SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

17. SCHOOL GROUNDS & RULES: It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/ or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

18. STUDENT REMOVAL: SCHOOL DISTRICT reserves the right to add or remove a child from the list of the children covered by this Agreement at any time during the year in accordance with the students' IEP and all applicable Federal and State laws and regulations. Payment for children added or removed shall be prorated for the period of time services were provided to the child. All appropriate statutory and regulatory notifications will be made by the SCHOOL DISTRICT including but not limited to SED.

19. NON-SOLICITATION CLAUSE: For the period of this Agreement and for one year after the termination of this Agreement the SCHOOL DISTRICT shall not hire or solicit for employment an employee of SERVICE PROVIDER, who was employed by SERVICE PROVIDER or who provides or provided services to a student residing within the SCHOOL DISTRICT, without the express written consent SERVICE PROVIDER's Chief Operating Officer.

20. TERMINATION NOTICE: This Agreement may be terminated by either party upon thirty (30) days written notice to the other party but in compliance with the students' IEP's and in accordance with all applicable Federal and State laws and regulations. All appropriate statutory and regulatory notifications that will be made by the SCHOOL DISTRICT including but not limited to SED.

21. CONFIDENTIALITY: SERVICE PROVIDER agrees that any information received by SERVICE PROVIDER, its employees, and/ or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/ or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/ or termination of this Agreement.

22. **HIPAA:** Both parties to this Agreement understand that they may receive and/ or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

23. **INDEMNIFICATION and HOLD HARMLESS PROVISION:** SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

24. **INSURANCE PROVISION:** SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and SCHOOL DISTRICT from claims set forth below for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an unrestricted additional insured on SERVICE PROVIDER's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The policy naming SCHOOL DISTRICT as an additional insured shall:

- a. Contain a 30-day notice of cancellation.
- b. State that the organization's coverage shall be primary coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- d. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles.
- e. Required Insurance:
  - i. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
  - ii. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - iii. Workers' Compensation and N.Y.s. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
  - iv. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for SCHOOL DISTRICT. If written on a "claims made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.

g. SERVICE PROVIDER shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

h. Prior to commencement of its services, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

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

Notice shall be delivered or mailed to:

**Cleary School for the Deaf  
301 Smithtown Blvd.  
Nesconset, New York 11767**

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

26. ASSIGNMENT OF CONTRACT: SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT and as applicable SED.

27. DISCRIMINATION: Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.

28. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York.

29. SEVERABILITY: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

30. NO PRIOR AGREEMENTS: This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

31. AGREEMENT CONSTRUCTION: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

32. REPRESENTATIONS AND WARRANTIES: SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

33. AMENDMENT: This Agreement may be amended only in writing and signed by the parties.

34. NONWAIVER: No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act will constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

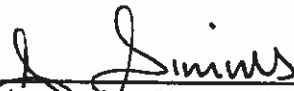
35. CHARTER: SERVICE PROVIDER shall maintain its charter as an approved educational program from the Regents of the University of the State of New York. SERVICE PROVIDER shall be responsible for appropriate staff orientation and training for all its educational and supporting personnel, including, but not limited to, in-service training related to provision of educational services to disabled children.

36. AUTHORITY TO ENTER AGREEMENT: The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

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

Date:

BY:

  
\_\_\_\_\_  
Jacqueline Simms, Executive Director  
Cleary School for the Deaf

Date:

BY:

\_\_\_\_\_  
President, Board of Education  
South Country Central School District

# South Country Central School District



## **BOARD OF EDUCATION AGENDA MATERIALS**

**DATE OF BOARD MEETING: October 28, 2015**

**OFFICE OF ORIGIN: Business Office**

**DATE MATERIAL SUBMITTED: October 19, 2015**

**CATEGORY OF ITEM: Action**

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the increase / (decrease) funding of the following reserves for the fiscal year ending June 30, 2015. This resolution replaces the previous October 7, 2015 resolution regarding funding of the Retirement Contribution Reserve:

a.	Unemployment Reserve	\$ 84,402
b.	Workers Compensation Reserve	\$ 400,000
c.	Employment Benefit Reserve	\$ 267,585
d.	Retirement Contribution Reserve	\$ 814,381
e.	Property Loss Reserve	\$ (17,585)

## FACILITIES USE AGREEMENT

This Facilities Use Agreement (hereinafter the "Agreement"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Board of Education of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter the "District"), with an address at 189 Dunton Avenue, East Patchogue, New York 11772, and STONY BROOK UNIVERSITY SCHOOL OF DENTAL MEDICINE (hereinafter "SDM"), with offices located at South Drive, Stony Brook, New York 11794.

### WITNESSETH

WHEREAS, the District has the authority pursuant to Education Law § 414 to authorize the use of District facilities and property when not in use for school purposes in accordance with the same;

WHEREAS, SDM represents that it is in the business and duly licensed to provide Oral Health Preventative Program services;

WHEREAS, the District is willing to provide unneeded space in its facilities and on District property to SDM for the purpose of operation of a Oral Health Preventative Program;

WHEREAS, the District agrees to grant SDM use of certain facilities and property to provide such Oral Health Preventative Program ("Program") on the premises of Brookhaven Elementary, Kreamer Street Elementary, Verne W. Critz Elementary as described herein, and SDM desires to provide such Oral Health Preventative Program on the terms and conditions set forth herein.

NOW THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1. TERM

The term of this Agreement shall commence on **November 1, 2015** and end on **June 30 2016**, unless terminated early as provided for in this Agreement. This Agreement may be renewed for successive one year terms upon mutual consent of the parties memorialized in writing. It is understood that the District is under no obligation to renew this Agreement upon its expiration.

2. USE OF PREMISES

During the Term of this Agreement, the District hereby grants to SDM, and SDM hereby accepts from the District, permission pursuant to Education Law § 414 and Board Policy No. 3280 to use certain facilities and property in the District. The District shall permit SDM use of Brookhaven Elementary, Kreamer Street Elementary, Verne W. Critz Elementary Schools (hereinafter the "Schools") for the provision of the Oral Health Preventative Program that includes Oral Health Education and Oral Health Screening and Preventative Services. The rooms to be utilized by SDM for the Program's Oral Health Education are set forth on Schedule A attached hereto (collectively, the "Facilities") for the term as described herein. All Program



Oral Health Screening and Preventative Services shall be provided in SDM's Mobile Oral Health Services Clinic that offers a full scope of dental services and is fully equipped with three (3) dental operatories, a digital Pan-Oral machine and a central sterilization station and is fully handicap accessible (hereinafter "Mobile Dental Van"). SDM's Mobile Dental Van shall be parked in each of the Schools' respective Visitor Parking Lots in the location set forth on Schedule "A" attached hereto (collectively "Property"). This Agreement is acknowledged to be a facilities use agreement and is subject to changes in terms as the District may require from time to time.

During the Term of this Agreement, SDM shall be permitted to use the Schools, as set forth in Schedule "A" of this Agreement, for the provision of its Oral Health Preventative Program on days that schools are in session, between the hours of 9:00 a.m. and 4:00 p.m., or any other time as agreed upon between the Superintendent of Schools and SDM. The time frames set forth herein shall be collectively referred to as the "Hours of Operation" for the Program described herein.

3. FEE

During the Term hereof, and pursuant to Education Law § 414, the District shall permit SDM to use the Facilities and Property for the Oral Health Preventative Program at no expense to SDM.

4. SDM's OBLIGATIONS:

During the Term of this Agreement, SDM shall have the following obligations:

- a) SDM shall use the Facilities and Property for the purpose of an Oral Health Preventative Program. The Program shall be conducted during the Hours of Operation as defined by this Agreement.
- b) The Program's Oral Health Education to be provided by SDM shall be provided to children in grades 1-3 during SDM's first visit to the Schools at a date and time agreed upon by the Superintendent of Schools and SDM. SDM shall provide the Oral Health Education as set forth in Schedule "B" attached to this Agreement that shall include the presentation of an age-appropriate DVD explaining oral health education, education on proper nutrition for maintaining good oral hygiene; demonstration of proper brushing and flossing utilizing props provided by SDM, distribution of information to parents/guardians regarding Stony Brook's School Based Dental Health Program, distribution of a Health History Permission Form that includes a General Release of liability as to the District that must be signed by the parent/guardian of a child in order for the child to receive the Program's Oral Health Screening and Preventative Services.
- c) Oral Health Screening and Preventative Services to be provided by SDM shall include the screening and preventative services and treatment services described in Schedule "B" attached to this Agreement and shall only be provided to those student(s) who SDM has first received an executed copy of the Health History Permission Form that contains a General Release of liability as to the District, as set

forth in Schedule "B" attached hereto, from any such student's parent/guardian. SDM shall provide the District a copy of the executed Health History Permission Form. The Oral Health Screening and Preventative Services shall be provided by SDM at a date(s) and time(s) mutually agreed upon by the Superintendent of Schools and SDM.

- d) SDM shall submit all billable clinical preventive and treatment services for reimbursement to Medicaid, Child Health Plus, or to the child's private dental health insurance carrier, as appropriate. All services provided hereunder are to be provided with no out-of-pocket expenses to students or their families. According to New York State law, if SDM is unable to collect payment for services, SDM shall not deny any child treatment services based solely on the family's lack of insurance or inability to pay.
- e) In connection with the Program, SDM shall be responsible for the administration, daily operation and management of the Program, including, but not limited to: (i) the hiring, training, scheduling and payroll of Program employees; (ii) obtaining parent/guardian consent; (iii) billing and insurance inquiries; (iv) billing, to the extent applicable; and (v) scheduling appointments for the Oral Health Screening and Preventative Services.
- f) SDM shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
- g) SDM shall obtain and maintain all necessary permits, licenses, registration and/or approvals of governmental authorities prior to operating the Program.
- h) SDM acknowledges that it will not hold itself, its officers, its employees or its agents out as employees of the District. SDM, its officers, its employees and/or its agents, while employed by SDM, shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by the District.
- i) It is understood and agreed that SDM shall observe and comply with all applicable District Policies and Regulations while on the grounds of the District or providing services pursuant to this Agreement.
- j) SDM shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to, background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the District pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
- k) SDM represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. SDM represents that no individuals providing services under this Agreement are currently charged,

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

- l) Upon execution of this Agreement, SDM shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of SDM providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, SDM shall immediately notify the District in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- m) SDM shall provide all materials, labor, equipment and other items reasonable and necessary for the operation of its program pursuant to this Agreement. SDM shall pay all costs associated with the Program, including, but not limited to, any and all costs to replace or repair broken, lost or damaged property or equipment.
- n) SDM shall ensure that it maintains a fully stocked first aid kit at each location.
- o) During the Term of this Agreement, SDM shall be solely responsible for the development of marketing materials and advertising of its Program and the expenses associated therewith.
- p) SDM shall neither encumber nor obstruct the sidewalk in front of, the entrance to, or halls and stairs of the District, nor allow same to be obstructed or encumbered in any manner.
- q) The District is not responsible for the payment policy between SDM and each parent/guardian. Under no circumstances shall a contractual relationship be deemed to exist between the District and those who receive services from SDM. SDM publications shall explicitly state that the Program is not being offered through the District. The District is not responsible for obtaining parent/guardian consent for any child's participation in the Program. SDM shall obtain consent from each child's parent/guardian prior to providing Oral Health Screening and Preventative Services.
- r) SDM agrees that at the end of each day that the Program is provided, the rooms at the Schools and any other facility used by SDM shall be left in an organized and clean condition, including the immediate area outside the buildings and location of the Mobile Dental Van set forth in Schedule "A", and all materials, equipment, supplies, and files used by SDM for the Program shall be removed by SDM. SDM assumes full responsibility for its materials, equipment, supplies, phones, files, etc.
- s) SDM agrees that all student information obtained in connection with this Agreement shall be kept confidential to the fullest extent permitted or required by law.
- t) In the event that SDM determines that there is a need to contact law enforcement agency(s) and/or emergency services because of an emergency, SDM shall also contact the Superintendent of Schools pursuant to section 5(f).

- u) SDM shall procure and maintain proper covered receptacles and garbage bags for medical waste, blood borne pathogens, garbage, refuse, debris and other rubbish as may be required by SDM'S use and occupancy of the Mobile Dental Van. SDM agrees that it shall ensure that all such medical waste, garbage, debris, etc. shall be maintained in the Mobile Dental Van and that clean-up of the Mobile Dental Van shall be the sole responsibility of SDM.
- v) The District is not responsible for any loss, theft, or damage to any SDM property or personal property before, during or after periods of authorized use pursuant to this Agreement. SDM shall be solely responsible for the supervision of the Mobile Dental Van.

5. DISTRICT OBLIGATIONS.

During the Term of this Agreement, the District shall have the following obligations:

- a) The District shall provide space at the Schools for the operation of the Program by SDM. In the event that the District can no longer provide said space as described in Schedule A, it may, at its option, (1) terminate this Agreement as set forth in paragraph sixteen (16) hereof; or (2) provide alternative space similar in size to the space located at the above schools, upon written consent of SDM and in accordance with New York State Regulations. In the event of number (2) above, the District shall give SDM thirty (30) days' notice, except in cases of emergency, in which case reasonable notice will suffice, of its need for the space located at the above location and how it intends to proceed as provided in this paragraph.
- b) The District will allow SDM to distribute informational material pertaining to the Program, at least three (3) times during each School Year, subject to the prior approval of such material by the Superintendent of the School District.
- c) The District shall provide written notice of the procedures for emergency evacuation to SDM prior to the commencement of each School Year covered by this Agreement.
- d) To provide SDM with access to a phone in case of an emergency.
- e) To provide the necessary custodial clean up services before and after each day's Program within the Facilities and on the Property. Nothing herein shall limit SDM's responsibilities set forth in paragraph four (4) hereof. Any additional custodial costs incurred by the District for clean-up of medical waste, blood borne pathogens and garbage left on the Property and/or in the Facilities shall be charged to SDM.
- f) The District is responsible for providing SDM with contact information for a District representative to be notified by SDM in the event that SDM determines there is a need to contact law enforcement agency(s) because of an emergency. In such an emergency, SDM shall contact the Superintendent of Schools at the following number: 631-730-1501. If the Superintendent cannot be reached, SDM shall contact Sam Gergis – Assistant Superintendent for Finance and Management Services at

631-730-1551. The District is responsible for providing SDM with any changes to the aforementioned information.

6. **INDEMNIFICATION:** SDM agrees to defend, indemnify and hold harmless the District, its Board of Education, affiliates, successors and assigns, shareholders, officers, directors and employees or agents from and against any and all liabilities or obligations, damages, losses, claims, encumbrances, costs or expenses (including reasonable attorneys' fees) of any nature, whether absolute, contingent or otherwise, (unless same results from the negligence or intentional acts of the District, its agents or employees) and whether arising at law or in equity (any or all of the foregoing herein referred to as a "Loss"), incurred by the District as a result of this Agreement or the negligence or intentional acts or omissions of SDM or any of its employees, agents or representatives occurring in or on the Facilities and/or Property of any School.
  
7. **INSURANCE:**
  - a) SDM, at its sole expense, shall procure and maintain in full force and effect during the term of this Agreement: (i) Workers' Compensation Insurance as prescribed by the laws of the State of New York; (ii) comprehensive general liability insurance which shall insure SDM and its staff, during the operation of and in the performance of this Agreement, against claims for bodily injury and personal injury, including death, disease, and property damage, that may arise, either directly or indirectly, as a result of or in connection with this Agreement. The limits of liability under each policy shall provide coverage of ONE MILLION DOLLARS (\$1,000,000.00) per claim and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate.
  - b) The commercial general liability policy shall include coverage for claims of sexual misconduct, and shall name the District and Board of Education as an additional insured.
  - c) SDM, at its sole expense, shall procure and maintain in full force and effect during the term of this Agreement an insurance policy covering professional liability arising from SDM's professional services incidental to this agreement with a limit of liability in the amount of TWO MILLION DOLLARS (\$2,000,000.00) per claim and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate.
  - d) SDM, at its sole expense, shall procure and maintain in full force and effect during the Term of this Agreement comprehensive automobile liability insurance, including all owned, non-owned and hired autos, with limits of liability of ONE MILLION DOLLARS (\$1,000,000.00) for the combined limit for bodily injury and property damage liability.
  - e) SDM shall cause its insurer to provide a copy of the insurance certificates to the District evidencing the liability insurance set forth above at least thirty (10) days prior to the commencement of the Term of this Agreement and to provide further that the District shall receive thirty (30) days' prior written notice of the cancellation, termination or modification of said policies.

- f) The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
  - g) At least ten (10) days prior to the commencement of the Term of this Agreement, SDM will supply the District with evidence of SDM'S compliance with SDM'S coverage obligations under the New York State Workers' Compensation Law.
8. INDEPENDENT CONTRACTORS. The relationship of the parties hereto is that of independent contractors. Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, association or similar relationship between the parties hereto or constitute either party as an agent for the other for any purpose whatsoever. Neither party shall have the authority to bind the other, or to contract in the name of or create a liability against the other as against any third-party in any way or for any purpose.
9. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
10. HEALTH INFORMATION. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
11. AMENDMENT. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. NOTICES
- a) Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notice shall be delivered or mailed to:

TO Stony Brook School of Dental Medicine:

Margaret Bakos, MSW, MA  
Stony Brook University  
School of Dental Medicine  
184 Sullivan Hall  
Stony Brook, NY 11794-8705

TO South Country Central School District:

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

13. **ASSIGNMENT.** Neither party shall assign or otherwise transfer this Agreement, in whole or in part, whether by assignment, merger, transfer of assets, sale of stocks, operation of law or otherwise, nor delegate or subcontract any of its rights or obligations hereunder, without the other party's written consent, except to a wholly owned subsidiary or affiliate of the assigning party.
14. **NO WAIVER.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce any provision of this Agreement.
15. **SEVERABILITY.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
16. **TERMINATION.** This Agreement may be terminated without cause by either party upon thirty (30) days' prior written notice to the other party.
17. **ENTIRE AGREEMENT.** This Agreement evidences the complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, communications, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both parties.
18. **EXECUTION.** This Agreement, and any amendments to this Agreement, shall not become binding upon the parties until approved pursuant to a resolution passed by the Board of Education of the District.
19. **COUNTERPARTS.** This Agreement may be executed in counterparts, all of which shall constitute one single Agreement between the parties hereto.
20. **HEADINGS.** The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.
21. **NO DISCRIMINATION.** Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin or sponsorship.

22. AUTHORIZED REPRESENTATIVES. The undersigned representative of SDM and the District hereby represent and warrant that the undersigned is an officer, director, or agent of SDM and the District with full legal rights, power and authority to enter into this Agreement on behalf of SDM and the District and bind both parties with respect to the obligations enforceable in accordance with its terms.

IN WITNESS WHEREOF, each party hereto has caused this agreement to be executed by its duly authorized officer the day and year first above written.

For Stony Brook University School of Dental Medicine

\_\_\_\_\_  
By: Margaret Bakos – Director of Community Service

\_\_\_\_\_  
Date

For the South Country Central School District

\_\_\_\_\_  
By: President, Board of Education

\_\_\_\_\_  
Date



## **Schedule "A"**

### **Property**

Brookhaven Elementary

- Location: Parking Lot

Kreamer Street Elementary

- Location: Parking Lot

Verne W. Critz Elementary

- Location: Parking Lot

## Schedule "B"

### Oral Health Education:

- Provide on-site oral health education to children in grades 1-3 utilizing the Pediatric faculty, resident and dental hygienist of Stony Brook School of Dental Medicine ("SDM").
- Show the children an age appropriate DVD explaining oral health education.
- Demonstration of proper brushing and flossing using a puppet and other props.
- Educate the children on proper nutrition for maintaining good oral hygiene.
- Distribute tooth brushes. Distribute information to parents of students in grades 1-3 regarding Stony Brook's School Based Dental Health Program. The information distributed includes an introduction letter which explains the program and a Health History Permission Form that contains a General Release, releasing the South Country Central School District of any liability as a result of the Oral Health Screening and Services. In order for the child to receive Oral Health Screening and Preventative Services pursuant to this Agreement, the Health History Permission Form containing the General Release to the South Country Central School District must be signed by the child's parent/guardian and returned to SDM.

### Oral Health Screening and Preventive Services:

#### A. Screening and Preventative Services

- SDM will provide screening and preventive services at no cost to all children who return a parent/guardian signed Health History Permission Form. The Oral Health Screening and Preventative Services will be provided in accordance with the Health History Permission Form signed and returned to SDM by the child's parent/guardian. The preventive services that will be offered are: screening, cleaning, fluoride treatment and sealants.
- The fluoride treatment and placing of sealants will depend on the condition of the child's teeth.
- The preventative services will be provided by SDM Pediatric Dental Residents, Pediatric Hygienist and supervised by an SDM Pediatric clinical faculty member.
- A summary report will be sent home with the child informing the parent/guardian of the screening and preventative services that were provided and what follow-up treatment is recommended and/or required.
- A six month follow up will be provided at a date and time agreed upon by the Superintendent of Schools and SDM.

#### B. Treatment Services:

- For any child who requires additional treatment services (i.e. cavities, swelling due to large cavity, etc.) the SDM Hygienist will contact the child's parent/guardian to offer assistance in obtaining the needed treatment.
- If the parent/guardian of at least 10 children who need additional treatment services (i.e. cavities, swelling due to large cavity) has provided SDM with written consent for SDM to provide the additional treatment services and who do not have a dental provider, SDM can provide the additional treatment services on SDM's Mobile Oral Health Services Clinic onsite at the 1 Schools in the location designated in Schedule "A".
- Where the parent/guardian of a child needing additional treatment has not consented to the provision of the additional treatment services by SDM to the child, the child will be referred to their own private dentist, parents/guardians will be provided information for a Pediatric Dentist in their area or given the phone number to arrange an appointment at the School of Dental Medicine Dental Care Center, where they are now enrolled as a patient.
- The additional services are not free of charge.
- SDM will provide information to the parents for any child who is not enrolled in a dental insurance plan.
- Families who are unable to obtain dental insurance and chose to receive the needed additional treatment services from the SDM will be charged SDM's fee for such services. These fees will be given to the parent/guardian prior to the provision of additional treatment.
- Any child who participates in this program will be able to continue follow up treatment at any of the schools in the South Country C.S.D. that participate in this program.