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

BOARD OF EDUCATION BUSINESS MEETING

SOUTH HAVEN SCHOOL 2714 MONTAUK HIGHWAY BROOKHAVEN, NY 11719

WEDNESDAY, JULY 3, 2013

#### A-G-E-N-D-A

The Business meeting will begin immediately following the conclusion of the Annual Reorganization Meeting.

The Board of Education has determined that the actions it will take with respect to all items appearing on the agenda are Type II actions under the SEQRA regulations, 6 NYCRR 617.5, which have no significant impact on the environment.

#### 1. CALL TO ORDER

#### 2. BOARD CONSENT AGENDA

A. Approval of minutes –	Budget Vote/ Special District Meeting of June 18, 2013	(TAB#1)
Motion made by:	, Seconded by:,	
Action: Yes:		
B. Approval of minutes –	Business Meeting of June 19, 2013	
Motion made by:	, Seconded by:,	
Action: Yes:	,	
C. Approval of minutes -	Special Meeting of June 25, 2013	
Motion made by:	, Seconded by:,	
Action: Yes:		
Abstained:		

Carol Herrmann and Chris	of Education hereby approves Rocco DeVito, Lisa Di Santo Grossman, s Picini to attend the SCOPE Annual Dinner Meeting on August 8, 2013 at adale Campus, at a total cost to the District of \$150.00	(TAB #2)
Motion made by:	, Seconded by:,	
Action: Yes:		
Carol Herrmann at New You	f Education hereby approves the attendance of Trustees Rocco DeVito and Tork State School Boards Associations' 2013 New School Board Member at 2 <sup>nd</sup> and 3 <sup>rd</sup> , 2013 at the Long Island Hilton in Huntington, NY, at a total .00.	(TAB #3)
Motion made by:	, Seconded by:,	
Action: Yes:		
No:	<del></del>	
Abstained:		
Education accepts the dona	commendation of the Acting Superintendent of Schools, the Board of ation of \$130.00 to be deposited in the general scholarship fund for the ent Council Scholarship in honor of Jennifer Mejia.	(TAB #4)
Motion made by:	, Seconded by:,	
Action: Yes:		
3.7		
Abstained:		
B. RESOLVED, upon the rec Education awards the food s with their 2013-2014 bid.	commendation of the Acting Superintendent of Schools, the Board of services management contract to Whitsons Culinary Group in accordance	(TAB #5)
Motion made by:	, Seconded by:,	
Action: Yes:		
Abstained:		

3.

C. RESOLVED, upon the recommendation of the Acting Superintendent of Schools, the Board of Education hereby approves the 2013-2014 annual membership dues to Reform Educational Financing Inequities Today (R.E.F.I.T.) in the amount of \$600.00.	(TAB #6)
Motion made by:, Seconded by:,	
Action: Yes:	
No:	
Abstained:	
<b>D. RESOLVED</b> , upon the recommendation of the Acting Superintendent of Schools, the Board of Education approves the consulting services agreement with CBIZ Valuation Group to provide capital asset update services to the District for the 2013-2014 school year at the rate of \$1,725.00.	(TAB #7)
Motion made by:, Seconded by:,	
Action: Yes:	
No:	
Abstained:	
E. RESOLVED, upon the recommendation of the Acting Superintendent of Schools, the Board of Education approves the consulting services agreement with Erate Compliance to provide Erate consulting and administrative services for the 2013-14 school year at the rate of \$4,900.00	(TAB #8)
Motion made by:, Seconded by:,	
Action: Yes:	
No:	
Abstained:	
<b>F. RESOLVED,</b> upon the recommendation of the Acting Superintendent of Schools, the Board of Education approves an agreement with Educational Data Services, Inc. to provide cooperative bidding for consumable school supplies for the 2013-2014 school year at the rate of \$12,900.00	TAB #9)
Motion made by:, Seconded by:,	
Action: Yes:	
No:	
Abstained:	
G. RESOLVED, upon the recommendation of the Acting Superintendent of Schools, the Board of Education awards the school physician RFP to Dr. Anthony Donatelli, Jr. M.D. in accordance with his 2013-2014 proposal.	Γ <b>ΑΒ#10)</b>
Motion made by:, Seconded by:,	
Action: Yes:	
No:	
Abstained:	

<b>H. RESOLVED,</b> upon the recommendation of the Acting Superintendent of Schools, the Board of Education approves the consulting services agreement with HMB Consulting to provide performance evaluation of the of the food service management company for the 2013-2014 school year at the rate of \$900.00 per day.	( <i>1AB#11)</i>
Motion made by:, Seconded by:,	
Action: Yes:	
No:	
Abstained:	
I. RESOLVED, upon the recommendation of the Acting Superintendent of Schools, the Board of Education approves the service provider contract with Da Vinci Education & Research for the 2013-2014 school year at the rates attached.	(TAB#12)
Motion made by:, Seconded by:,	
Action: Yes:	
No:	
Abstained:	
<ul> <li>J. RESOLVED, upon the recommendation of the Acting Superintendent of Schools, the Board of Education approves the service provider contract with Islip Tutoring Services, Inc. for the 2013-2014 school year at the rates attached.</li> <li>Motion made by:</li></ul>	(TAB#13)
Action: Yes:	
No:	
Abstained:	
<b>K. RESOLVED</b> , upon the recommendation of the Acting Superintendent of Schools, the Board of Education approves the acceptance of instructional technology equipment provided through the Nassau/Western Suffolk BOCEC Virtual Advanced Placement Consortium Grant: 1 laptop cart, 16 Dell laptops, 16 headsets, 1 printer, 1 cartridge, 1 wireless access point, 10 Latitude tablets, 10 tablet cases, and a Latitude docking station.	(TAB#14)
Motion made by:, Seconded by:,	
Action: Yes:	
No:	
Abstained:	
L. RESOLVED, upon the recommendation of the Acting Superintendent of Schools, the Board of Education approves a field trip for the Bellport Dance Team to travel to Orlando, FL, on Wednesday, March 5, 2014 through Monday, March 10, 2014, to compete in the National Dance Alliance	(TAB#15)

National Championship, at no cost to the District.

Motion made by:	, Seconded by:	•
Action: Yes:		_
No:		
Abstained:		
M. RESOLVED, upon the reconciled Education approves the following disposed of in the best interest	owing items listed for	Acting Superintendent of Schools, the Board of r discard from Bellport Middle School, to be
Holt Mathematics Course	e 1- NY Edition	
Holt Rinehart Winston		
ISBN# 978-0-03-092875	-8	
Quantity: 362		
Motion made by:		
Action: Yes:		
No:		
Abstained:		
N. RESOLVED, upon the recon Education approves the items Elementary School, to be dispo	listed for discard on	cting Superintendent of Schools, the Board of (TAB#16) the attached "Schedule A" from Brookhaven est of the district:
Motion made by:	, Seconded by:	<del></del>
Action: Yes:		
No:		
Abstained:		
Education selects Key Signals,	Inc. to provide fire al	eting Superintendent of Schools, the Board of arm system inspection and repair for the South cal year in accordance with bid 2012-08.
Motion made by:	_, Seconded by:	
Action: Yes:		
No:		
Abstained:		

#### **PERSONNEL**

P. RESOLVED, upon the recommendation of the Acting Superintendent of Schools, the Board of (TAB#18) Education approves the resignations, terminations, leaves of absence, position abolitions, employment appointments, tenure appointments, and salary changes in accordance with applicable provisions of Education Law and Civil Service Law, as cited in the Personnel Changes attachment.

#### 4. **BOARD/SUPERINTENDENT DISCUSSION ITEMS**

#### 5. ITEMS NOT LISTED ON THE AGENDA

This section of the agenda gives the Board of Education an opportunity to raise any question or item not on the agenda.

#### 6. **PUBLIC PARTICIPATION**

This section of the agenda gives the public an opportunity to participate on non-agenda items only. The time available will generally be limited for each comment or question.

#### 7. **ADJOURNMENT**

# TAB #1

#### **BUDGET VOTE /SPECIAL DISTRICT MEETING PAGE 122 JUNE 18, 2013**

#### SOUTH COUNTRY CENTRAL SCHOOL DISTRICT 189 No. Dunton Avenue, East Patchogue, New York 11772 MINUTES

**Open Polls** 

The polls, located at Bellport Middle School, 35 Kreamer Street, Bellport, New York, officially opened at 7:00 a.m. by the District Clerk, Nancy Poulos and Election Chairperson Alison Neumann. Voting for Propositions and the Board of Education Trustees began. The polls officially closed at 9:00 p.m., at which time a tally of the votes were taken. Final results from the Voting Machines and Official Absentee Ballots were recorded as follows:

#### **PROPOSITION NO. 1**

Shall the South Country Central School District budget for the fiscal year 2013-2014 in the amount of \$118,727,666 be adopted and the requisite portion thereof be raised by taxation on the taxable property of the District?

Voter-APPROVED Proposition #1 (Budget)

The Proposition was APPROVED by the voters.

<u>YES</u> <u>NO</u> <u>%</u> 2,0006 899 69.1

**TOTAL NUMBER OF VOTES COUNTED: 2,905.** 

Members of the Board of Registry: Election Chairperson, District Clerk, and Inspectors:

Allison Neumann – Chairperson

Nancy Poulos – District Clerk

#### **Inspectors**

Patricia Bragoli
Joanne Colosa
Michael Risolo
Mary Dunbar
LaNel Kavander
Kathy Kocher
Kathy Leone
Dawn Moore
Paul Neumann

Elsie Pugliese
Michael Risolo
Darlene Towlen
Ann Vergona
Rose Ventiere
Jimmie Webb

Respectfully submitted, Nancy Poulos
District Clerk

#### BUSINESS MEETING PAGE 123 JUNE 19, 2013

# SOUTH COUNTRY CENTRAL SCHOOL DISTRICT 189 No. Dunton Avenue, East Patchogue, New York 11772 <u>M I N U T E S</u>

#### 1. CALL TO ORDER (6:16 p.m.)

Board President Julio Morales called a Business Meeting of the Board of Education to order at 6:16 p.m. The meeting took place at Bellport Middle School, 35 Kreamer Street, Bellport, NY.

Call to Order

#### **Board of Education Members Present:**

Victor Correa

Owen Durney

Lisa Di Santo Grossman (arrived approximately 6:40pm)

Jeannette Mistler (arrived approximately 6:30pm)

Marian McKenna

Julio Morales

Chris Picini

Rob Powell

Barbara Schatzman

Others Present: Interim Superintendent of Schools, Dr. Howard M. Koenig, Assistant Superintendent for Business, Charles Delargy, Assistant Superintendent for Human Resources, Nelson Briggs, Assistant Superintendent for Curriculum, Instruction and Technology, Linda Rozzi, Director of Student Support Services, Jack Colombo, Athletic Director Robert McIntyre, Building Principals Tim Hogan, Sean Clark, School Attorneys, Gregory Guercio, Christopher Guercio, Douglas Spencer, other guests and members of the community.

#### PLEDGE OF ALLEGIANCE

Trustee Marian McKenna led all present in the Pledge of Allegiance.

Executive Session

Pledge of

Allegiance

A motion (Durney / Picini) to convene to executive session at 6:18 pm to discuss disciplinary charges against an employee, agreement with the Assistant Superintendent for Business, discussion regarding the request of a staff member and a contract extension with the Interim Superintendent of Schools.

Reconvene Public Session

**VOTE**: *Motion carries unanimously*. 7-Yes, Absent (Grossman, Mistler).

The meeting reconvened at 7:58 pm.

#### 2. BOARD CONSENT AGENDA

A motion (Mistler / Durney ) to approve the following:

A. Approval of minutes - Workshop Meeting of June 5, 2013.

**VOTE**: *Motion carries*. **8-Yes**, 1- Abstain (Powell).

#### 5. SUPERINTENDENT CONSENT AGENDA

A motion (Durney / Powell ) to approve the following:

#### A. FINANCIAL MATTERS

1. Budget Transfer Request and Treasurer's Report for May, 2013.

VOTE: Motion carries unanimously. 9-Yes.

Commendations

#### BUSINESS MEETING PAGE 124 JUNE 19, 2013

An omnibus motion (Durney / Picini ) to approve the following, Items B, C & D:

- B. RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education hereby approves the recommendations of the Committee on Special Education (CSE) Sub-Committee on Special Education (SCSE) & Committee on Preschool Special Education. (CPSE.)
- C. RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the items listed for discard on the attached "Schedule A" from Kreamer Street Elementary School, to be disposed of in the best interest of the district.
- **D. RESOLVED,** upon the recommendation of the Interim Superintendent of Schools, the Board of Education accepts the donation of (\$1,000.00) dollars from The New York Chapters of Groove Phi Groove Social Fellowship Incorporated to fund a scholarship for a South Country African-American graduating senior who is scheduled to be enrolled in college the following fall semester and has at least a 2.75 GPA
  - BE IT FURTHER RESOLVED, that the Board of Education gratefully acknowledges the generosity of the donors and accepts said gift with appreciation for the expression of care and concern for District youth and on behalf of the student-recipient(s) who will directly benefit from the scholarship.

VOTE: Motion carries unanimously. 8-Yes, Absent (Correa).

Trustee Durney expressed his thanks and appreciation to Student Support Services Director, Jack Colombo and his staff for the tremendous amount of work they do with the Committee on Special Education, Sub-Committee on Special Education and Committee on Preschool Special Education.

#### 3. <u>INFORMATION</u>

Assistant Superintendent for Curriculum, Instruction & Technology, Linda Rozzi, reported on the District's Advanced Placement expansion initiative and graduation growth rate from 2008 to 2012.

#### 4. COMMENDATIONS

 Student Support Services Director, Jack Colombo, acknowledged the following parent members for serving on the Committee on Special Education, (CSE) and Committee on Preschool Special Education(CPSE):

Beth Ann Carroll Anita Durney
Sarah Colon Lauren Foissett
Alyson D'Ambrosio Ellen Sullivan

Beth Ditman

• Superintendent of Schools, Dr. Howard Koenig, recognized the following 2013 South Country Central School District Retirees:

Barbara Halpin- Bellport High School Sallie Bennett- Bellport Middle School Orin Dooling- Bellport Middle School

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Kathleen Karcich- Bellport Middle School
Karen Weisbrot- Bellport Middle School
Valerie Esnes- Frank P. Long
Peggy Heotis- Brookhaven Elementary School
Jeanne Steck- Verne W. Critz
Jack Colombo- Student Support Services

 Outgoing Board of Education Trustees Owen Durney and Marian McKenna, were presented with plaques in recognition of their dedication and service to the South Country School District by Dr. Koenig.

#### 5. SUPERINTENDENT CONSENT AGENDA

#### A motion (Mistler / Correa ) to approve the following:

E. RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the attendance of Trustee Chris Picini at New York State School Boards Association 2013 Summer Law Conference be held July 25, 2013 at the Huntington Hilton in Huntington, New York, at a total cost to the District of \$250.00

VOTE: Motion carries unanimously. 8-Yes, 1-Abstain (Picini).

#### An omnibus motion (Picini / Correa ) to approve the following, Items F through U:

- **F. RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the service provider contract with Riverhead Central School District for the 2012-2013 school year at the approximate rate of \$7,500 per student.
- G. REFUNDING BOND RESOLUTION OF THE SOUTH COUNTY CENTRAL SCHOOL DISTRICT AT BROOKHAVEN, NEW YORK, ADOPTED JUNE 19, 2013, AUTHORIZING THE REFUNDING OF ALL OR A PORTION OF CERTAIN OUTSTANDING SERIAL BONDS OF SAID DISTRICT, STATING THE PLAN OF REFUNDING, APPROPRIATING AN AMOUNT NOT TO EXCEED \$33,500,000 THEREFOR, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$33,500,000 REFUNDING SERIAL BONDS OF THE DISTRICT TO FINANCE SAID APPROPRIATION, AND MAKING CERTAIN OTHER DETERMINATIONS ALL RELATIVE THERETO.

#### Recitals

WHEREAS, the South County Central School District at Brookhaven, in the County of Suffolk, New York (herein called the "District"), has heretofore issued on October 19, 2006, \$3,000,000 School District (Serial) Bonds - 2006, Series A, which are currently outstanding in the principal amount of \$2,200,000, (the "Outstanding 2006A Bonds,"), which bonds were issued pursuant to the bond resolution adopted by the Board of Education on June 8, 2005, authorizing the issuance of \$65,875,550 bonds of the District to finance the construction of additions to and reconstruction of various school district buildings (the "Bond Resolution"), following the approval of a bond proposition by a majority of the voters at a referendum held on May 17, 2005, and such Outstanding 2006A Bonds mature on April 15 in the years and in the principal amounts and bear interest payable on April 15 and October 15 in each year, as follows:

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Year of Maturity	Principal Amount	Interest Rate
<u>ividiality</u>	<u> </u>	_Rate
2014	\$150,000	4.25%
2015	150,000	4.25
2016	150,000	4.25
2017	175,000	4.25
2018	175,000	4.25
2019	175,000	4.25
2020	175,000	4.25
2021	175,000	4.25
2022	175,000	4.25
2023	175,000	4.25
2024	175,000	4.25
2025	175,000	4.25
2026	175,000	4.25

WHEREAS, the Outstanding 2006A Bonds maturing on and after April 15, 2017, are subject to redemption prior to maturity at the option of the District on any date on or after April 15, 2016, as a whole or in part, and if in part, in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the price equal to the par amount thereof, plus accrued interest to the date of redemption; and

WHEREAS, the District has heretofore also issued on October 19, 2006, \$47,000,000 School District (Serial) Bonds - 2006, Series B, which are currently outstanding in the principal amount of \$36,800,000, (the "Outstanding 2006B Bonds,"), which bonds were issued pursuant to the Bond Resolution, and such Outstanding 2006B Bonds mature on October 15 in the years and in the principal amounts and bear interest payable on April 15 and October 15 in each year, as follows:

Year of	Principal	Interest
<b>Maturity</b>	<u>Amount</u>	<u>Rate</u>
2013	\$2,200,000	4 1/00/
2013	2,200,000	4-1/8% 4-1/8
2015	2,400,000	4-1/8 4-1.8
2015	2,400,000	4-1.8 4-1/8
2017	2,400,000	4-1/8 4-1/8
2018	2,600,000	4-1/8
2019	2,600,000	4-1/8
2020	2,600,000	4-1/8
2021	2,800,000	4.1/8
2022	2,800,000	4-1/8
2023	2,800,000	4-1/8
2024	3,000,000	4.25
2025	3,000,000	4.25
2026	3,000,000	4.25

WHEREAS, the Outstanding 2006B Bonds maturing on and after October 15, 2017, are subject to redemption at the option of the District on or after October 15, 2016, as a whole or in part, and if in part, in any order of their maturity and in any amount within a maturity (selected by lot within a

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maturity), at the price equal to the par amount thereof, plus accrued interest to the date of redemption; and

WHEREAS, Sections 90.00 and 90.10 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), permit the District to refund all or a portion of the Outstanding 2006A Bonds and the Outstanding 2006B Bonds (herein collectively referred to as the "Outstanding Bonds") by the issuance of new bonds, the issuance of which will result in present value debt service savings for the District;

WHEREAS, in order effectuate the refunding, it is now necessary to adopt a refunding bond resolution;

THEREFORE, THE BOARD OF EDUCATION OF THE SOUTH COUNTY CENTRAL SCHOOL DISTRICT AT BROOKHAVEN, NEW YORK HEREBY RESOLVES (by the favorable vote of two-thirds of all the members of said Board of Education), AS FOLLOWS:

**Section 1**. In this resolution, the following definitions apply, unless a different meaning clearly appears from the context:

- (a) "Bond To Be Refunded" or "Bonds To Be Refunded" means all or a portion of the Outstanding Bonds, as shall be determined in accordance with Section 8 hereof.
- (b) "Escrow Contract" means the contract to be entered into by and between the District and the Escrow Holder pursuant to Section 10 hereof.
- (c) "Escrow Holder" means the bank or trust company designated as such pursuant to Section 10 hereof.
- (d) "Financial Advisor" means Munistat Services, Inc.
- (e) "Outstanding Bonds" means the Outstanding 2006A Bonds and the Outstanding 2006B Bonds referred to in the Recitals to this Resolution.
- (f) "Present Value Savings" means the dollar savings which result from the issuance of the Refunding Bonds computed by discounting the principal and interest payments on both the Refunding Bonds and the Bonds To Be Refunded from the respective maturities thereof to the date of issue of the Refunding Bonds at a rate equal to the effective interest cost of the Refunding Bonds. The effective interest cost of the Refunding Bonds shall be that rate which is arrived at by doubling the semi-annual interest rate (compounded semi-annually), necessary to discount the debt service payments on the Refunding Bonds from the maturity dates thereof to the date of issue of the Refunding Bonds and to the bona fide initial public offering price including estimated accrued interest, or, if there is no public offering, to the price bid, including estimated accrued interest.
- "Redemption Date" or "Redemption Dates" means any date on and after April 15, 2016, with respect to the Outstanding 2006A Bonds maturing on and after April 15, 2017; and any date on and after October 15, 2016, with respect to the Outstanding 2006B Bonds maturing on and after October 15, 2017, each as determined by the President of the Board of Education pursuant to Section 8 hereof.
- (h) "Refunding Bond" or "Refunding Bonds" means all or a portion of the \$33,500,000 Refunding Serial Bonds of the South County Central School District at Brookhaven,

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- authorized pursuant to Section 2 hereof.
- (i) "Refunding Bond Amount Limitation" means an amount of Refunding Bonds which does not exceed the principal amount of Bonds To Be Refunded plus the aggregate amount of unmatured interest payable on such Bonds To Be Refunded, to and including the Redemption Dates, plus any redemption premiums payable on such Bonds To Be Refunded as of such Redemption Dates, plus costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the refunding financial plan, and of executing and performing the terms and conditions of the Escrow Contract and all fees and charges of the Escrow Holder as referred to in Section 10 hereof.
- (j) "Refunding Financial Plan" means the proposed financial plan for the refunding in the form attached hereto as **Exhibit A** and prepared for the District by the Financial Advisor.

Section 2. The Board of Education of the District (herein called the "Board of Education"), hereby authorizes the refunding of the Bonds To Be Refunded and appropriates an amount not to exceed \$33,500,000 therefor to accomplish such refunding. The plan of financing said appropriation includes the issuance of not to exceed \$33,500,000 Refunding Bonds and the levy and collection of a tax upon all the taxable real property within the District to pay the principal of and interest on said Refunding Bonds as the same shall become due and payable. Serial Bonds of the District in the maximum principal amount of not to exceed \$33,500,000 are hereby authorized to be issued pursuant to the provisions of the Law. The Refunding Financial Plan prepared for the District, and hereby accepted and approved, includes the deposit of all the proceeds of said Refunding Bonds with an Escrow Holder pursuant to an Escrow Contract as authorized in Section 10 hereof, the payment of all costs incurred by the District in connection with said refunding from such proceeds, and the investment of a portion of such proceeds by the Escrow Holder in certain obligations, the principal of and interest thereon, together with the balance of such proceeds to be held uninvested, shall be sufficient to pay (a) the principal of and interest on the Bonds To Be Refunded becoming due and payable on and prior to the Redemption Dates and (b) the principal of and interest on and redemption premium, if any, on the Bonds To Be Refunded to be called for redemption prior to maturity on the Redemption Dates.

Section 3. The Bonds To Be Refunded referred to in Section 1 hereof are all or a portion of the Outstanding Bonds, as referred to in the Recitals hereof. In accordance with the refunding financial plan, the Refunding Bonds authorized in the aggregate principal amount of not to exceed \$33,500,000 shall mature in amounts and at dates to be determined. The President of the Board of Education, the chief fiscal officer of the District, is hereby authorized to approve all details of the refunding financial plan not contained herein.

**Section 4.** The issuance of the Refunding Bonds will not exceed the Refunding Bond Amount Limitation. The maximum period of probable usefulness applicable to the purposes for which the Outstanding Bonds were issued, as measured from the dates of original issuance of the first note or bond issued for the purposes for which the Outstanding Bonds were issued, is thirty (30) years.

Section 5. The aggregate amount of estimated Present Value Savings is set forth in the proposed refunding financial plan attached hereto as **Exhibit A**, computed in accordance with subdivision two of paragraph b of Sections 90.00 and 90.10 of the Law. Said refunding financial plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount and will mature, be of such terms, and bear such interest as set forth therein. The Board of Education recognizes that the principal amount of the Refunding Bonds, the provisions, if any, for the redemption thereof prior to maturity, and whether or not all of the Refunding Bonds will be insured, and the resulting present value savings, may vary from such assumptions and that the refunding financial plan may vary from that attached hereto as **Exhibit A**.

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Section 6. (A) The Refunding Bonds may be sold at public or private sale.

- (i) If the Refunding Bonds are sold at private sale, the President of the Board of Education is hereby authorized (a) to cause the Financial Advisor to solicit proposals for the refunding of the Outstanding Bonds from at least three (3) qualified firms recommended by the Financial Advisor; and (b) to execute a purchase contract on behalf of the District for the sale of said Refunding Bonds, provided that the terms and conditions of such sale shall be approved by the State Comptroller.
- (ii) If the Refunding Bonds are sold at public sale pursuant to Section 57.00 of the Law, the President of the Board of Education is hereby authorized and directed to prepare or have prepared a Notice of Sale, which shall be published at least once in "The Bond Buyer," published in the City of New York, not less than five (5) nor more than thirty (30) days prior to the date of said sale. A copy of such notice shall be sent not less than eight (8) nor more than thirty (30) days prior to the date of said sale (a) to the State Comptroller, Albany, New York 12236; (b) to at least two (2) banks or trust companies having a place of business in the County in which the District is located, or, if only one (1) bank is located in such County, then to such bank and to at least two (2) banks or trust companies having a place of business in an adjoining County; and (c) to "The Bond Buyer", 1 State Street Plaza, New York, New York 10004; and (d) at least ten (10) bond dealers.
- (B) Prior to the issuance of the Refunding Bonds the President of the Board of Education shall file with the Board of Education all requisite certifications, including a certificate approved by the State Comptroller setting forth the Present Value Savings to the District resulting from the issuance of the Refunding Bonds. In connection with the sale of Refunding Bonds, the District authorizes the preparation of an Official Statement and approves its use in connection with such sale, and further consents to the distribution of a Preliminary Official Statement prior to the date said Official Statement is distributed. The President of the Board of Education and his designees are hereby further authorized and directed to take any and all actions necessary to accomplish said refunding, and to execute any contracts and agreements for the purchase of and payment for services rendered or to be rendered to the District in connection with said refunding, including the preparation of the Refunding Financial Plan.

Section 7. Each of the Refunding Bonds authorized by this resolution shall contain the recital of validity prescribed by Section 52.00 of the Law and said Refunding Bonds shall be general obligations of the District payable as to both principal and interest by a general tax upon all the taxable real property within the District. The faith and credit of the District are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Refunding Bonds and provision shall be made annually in the budget of the District for (a) the amortization and redemption of the Refunding Bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Section 21.00 of the Law with respect to the issuance of bonds having substantially level or declining annual debt service, and Sections 50.00, 56.00 to 60.00, 90.10 and 168.00 of the Law, the powers and duties of the Board of Education relative to determining the amount of Bonds To Be Refunded, the Redemption Dates, prescribing the terms, form and contents and as to the sale and issuance of the Refunding Bonds, and executing any arbitrage certification relative thereto, as well as executing any agreements for credit enhancements and executing the Escrow Contract described in Section 10 and the Official Statement referred to in

Section 6, are hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 9. The validity of the Refunding Bonds authorized by this resolution may be contested only if:

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- (a) such obligations are authorized for an object or purpose for which the District is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 10. Prior to the issuance of the Refunding Bonds, the District shall contract with a bank or trust company located and authorized to do business in this state, for the purpose of having such bank or trust company act as the Escrow Holder of the proceeds, if required by law, inclusive of any premium from the sale of the Refunding Bonds, together with all income derived from the investment of such proceeds. Such Escrow Contract shall contain such terms and conditions as shall be necessary in order to accomplish the refunding financial plan, including provisions authorizing the Escrow Holder, without further authorization or direction from the District, except as otherwise provided therein, (a) to make all required payments of principal, interest and redemption premiums to the appropriate paying agent with respect to the Bonds To Be Refunded, (b) to pay costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the refunding financial plan, and of executing and performing the terms and conditions of the Escrow Contract and all of its fees and charges as the Escrow Holder, (c) at the appropriate time or times to cause to be given on behalf of the District the notice of redemption authorized to be given pursuant to Section 13 hereof, and (d) to invest the monies held by it consistent with the provisions of the refunding financial plan. The Escrow Contract shall be irrevocable and shall constitute a covenant with the holders of the Refunding Bonds.

Section 11. The proceeds, inclusive of any premium, from the sale of the Refunding Bonds, immediately upon receipt, shall be placed in escrow by the District with the Escrow Holder in accordance with the Escrow Contract. If invested, all moneys held by the Escrow Holder shall be invested only in direct obligations of the United States of America or in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which obligations shall mature or be subject to redemption at the option of the holder thereof not later than the respective dates when such moneys will be required to make payments in accordance with the refunding financial plan. Any such moneys remaining in the custody of the Escrow Holder after the full execution of the provisions of the Escrow Contract shall be returned to the District and shall be applied by the District only to the payment of the principal of or interest on the Refunding Bonds then outstanding.

Section 12. That portion of such proceeds from the sale of the Refunding Bonds, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Bonds To Be Refunded, including any redemption premiums, in accordance with the refunding financial plan, shall be irrevocably committed and pledged to such purpose and the holders of the Bonds To Be Refunded shall have a lien upon such moneys and the investments thereof held by the Escrow Holder. All interest earned from the investment of such moneys not required for such payments on the Bonds To Be Refunded shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunding Bonds, or such portion thereof as shall be required by the refunding financial plan, and the holders of such Refunding Bonds shall have a lien upon such moneys held by the Escrow Holder. The pledges and liens provided for herein shall become valid

#### BUSINESS MEETING PAGE 131 JUNE 19, 2013

and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledges and liens shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the District irrespective of whether such parties have notice thereof. Neither this resolution, the Escrow Contract, nor any other instrument relating to such pledges and liens, need be filed or recorded.

Section 13. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Law, the Board of Education hereby elects to call in and redeem all the Bonds To Be Refunded which are subject to prior redemption according to their terms on the Redemption Dates, as such date is determined by the President of the Board of Education. The sums to be paid therefor on such Redemption Dates shall be the par value thereof, the accrued interest to the Redemption Dates and the redemption premiums, if any. The Escrow Holder is hereby authorized and directed to cause notice(s) of such call for redemption to be given in the name of the District by mailing such notice(s) to the registered holders of the Bonds To Be Refunded which are subject to prior redemption at least thirty days prior to such Redemption Dates. Upon the issuance of the Refunding Bonds, the election to call in and redeem the Bonds To Be Refunded subject to prior redemption on the Redemption Dates and the direction to the Escrow Holder to cause notice thereof to be given as provided in this Section shall become irrevocable and the provisions of this Section shall constitute a covenant with the holders, from time to time, of the Refunding Bonds, provided that this Section may be amended from time to time as

may be necessary to comply with the requirements of paragraph a of Section 53.00 of the Law, as the same may be amended from time to time.

- Section 14. The Board of Education hereby appoints the firm of Hawkins Delafield & Wood LLP, One Chase Manhattan Plaza, 42<sup>nd</sup> floor, New York, New York to provide all necessary Bond Counsel legal services in connection with the authorization, sale and issuance of the Refunding Bonds of the District.
- Section 15. This bond resolution shall take effect immediately, and the District Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in one (1) of the official District newspapers, such newspaper having a general circulation in the District and hereby designated the official newspaper of said District for such publication.
- **H. RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the health and welfare services agreement for the 2012-2013 school year with the Three Village School District at the rate of \$869.14 per student.
- I. RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education accepts the Medicare Part D refund in the amount of \$208,739.47 and earmarks that amount to be used to fund future Medicare expenses
- J. RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education accepts the 2011 reconciliation amount of the Medicare Part D refund in the amount of \$19,475.36 and earmarks that amount to be used to fund future Medicare expenses.
- K. RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education accepts the donation of \$100 to be deposited in the General Scholarship Fund for the Julia Nofi Scholarship.

#### **BUSINESS MEETING PAGE 132 JUNE 19, 2013**

- L. RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education accepts the donation of \$500, for the Jostens Scholarship, to be deposited in the General Scholarship Fund of the school district.
- M. RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education accepts the donation of \$1,303 to be deposited in the General Scholarship Fund for the Bellport High School Student Council Scholarship in honor of Jennifer Mejia.
- N. RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the items listed for discard on the attached "Schoole A" from Bellport Middle School, to be disposed of in the best interest of the district.
- O. WHEREAS, on April 18<sup>th</sup>, 2013 the South Country Central School District solicited proposals from qualified provider(s) for the operation of the District's Universal Pre-Kindergarten Program for the 2013-2014 school year;

WHEREAS, two (2) proposals were received by the District in response to its request for proposals and opened on the 10<sup>th</sup> day of May, 2013;

**RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the Bellport Methodist Church proposal with respect to the provision of Universal Pre-Kindergarten services for the 2013-2014 school year to a maximum of 34 students in an amount not to exceed \$62,900, calculated at a per pupil rate of \$1,850.00 per enrolled student.

FURTHER RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the contract with Bellport Methodist Church with respect to the provision of Universal Pre-Kindergarten services for the 2013-2014 school year and authorizes the President of said Board to execute the same on behalf of the District.

BACKGROUND RATIONALE: Bellport United Methodist has been a universal pre-kindergarten provider for the district in past years, as well as the current year. An extensive on-site review of the program was conducted this past year to assess coordination with the district's in-house UPK program.

- P. RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the professional development services of Dr. Erica Pecorale for the 2013/2014 school year at a daily rate of \$1000 per day, not to exceed the amount of days as per proposal; such agreement and rendered services are pending Title grant funding the district will receive. This professional development is to be provided through Title I and Title IIA grants, pending approvals of funding available.
- Q. RESOLVED upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the professional development services of Mrs. Judy Dodge for the 2013/2014 school year at a daily rate of \$2,200 per day, not to exceed the amount of days as noted per the two proposals (summer 2013 PD proposal and School Year 2013/2014 PD proposal); such agreement and rendered services are pending all grant funding the district will receive. Summer 2013 professional development is to be funded through the Title I School Improvement Grant, pending approval, and SY 2013/2014 PD is to be funded through Title IIA, pending approval.
- R. RESOLVED that the Board of Education approves the gift of seven (7) grant-supplied iPads as well as seven (7) grant-supplied Teachscape accessory kits (each kit contains a cordless microphone, wide-angle lens, and tripod). Equipment is to be used for the purpose of teacher video

#### **BUSINESS MEETING PAGE 133 JUNE 19, 2013**

observation as part of the district's APPR professional development option. This equipment is a gift to the district due to the district's participation in the federal APPR Demonstration Grant.

- S. RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the 2012 proposal/agreement with Erate Consulting Services at an annual rate of \$4,900.
- T. RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education authorizes the President of Board of Education to sign the APPR Memorandum of Agreement with the Bellport Teachers' Association.
- U. RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education authorizes the President of Board of Education to sign the APPR Memorandum of Agreement with the South Country Administrators' Association.

VOTE: Motion carries unanimously. 9-Yes.

#### **PERSONNEL**

A motion was made (Picini / McKenna ) and then withdrawn, to approve the following Personnel Changes attachment.

A motion was made (Picini / Powell) to approve the Personnel Changes attachment as follows, with the exception of Item #1578.

V. RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of education approves the resignations, terminations, leaves of absence, position abolitions, employment appointments, tenure appointments, and salary changes in accordance with applicable provisions of Education Law and Civil Service Law, as cited in the Personnel Changes attachment.

VOTE: Motion carries unanimously. 9-Yes.

A motion (Schatzman / McKenna ) to approve Personnel Item # 1578:

**VOTE**: Motion carries. 6-Yes, 3-Abstain (Grossman, Mistler, Morales).

#### 6. **BOARD/SUPERINTENDENT DISCUSSION ITEMS**

- P-Tech Grant.
- Status on bills sponsored by Assemblyman Hennessey and Senator Zeldin regarding cost allowance to compute aid for capital improvement projects for the South Country Central School District.
- Status on RFPs for School Physician and School Lunch Program.
- Thanks to Mr. Briggs for early Clubs and Activities appointments.
- Exit surveys for employees.
- Gratitude and appreciation for:
  - o Board members Durney and McKenna.
  - o Linda Rozzi.
  - o Bellport Middle School Staff for Moving Up Ceremony.
- Superintendent Search.
- Partnership with Greater Bellport Coalition after school program.
- Board Committees.
- Format and protocol for soliciting members of Audit Committee.
- Condition of fields due to usage by outside groups.

#### **BUSINESS MEETING** PAGE 134 JUNE 19, 2013

Trustee Correa left the meeting at approximately 9:45pm.

A motion was made by Trustee Grossman and seconded by Trustee Powell to solicit members for the Audit Committee and have them submit qualifications for the Board to review and vote on at the reorganization meeting:

VOTE: Motion carries. 5-Yes, 3-Abstain (Durney, McKenna, Schatzman), Absent (Correa).

#### **PUBLIC PARTICIPATION**

Community members Nancy Norman, Regina Seltzer, Toni Huffine, and South Country Administrators President Sean Clark commented.

A motion (Grossman / Powell) to convene to executive session at 10:35 pm to discuss Superintendent related matters and disciplinary charges against an employee.

VOTE: Motion carries. 5-Yes, 1-No (Durney), 2-Abstain (McKenna, Schatzman), Absent (Correa).

The meeting reconvened at 12:28 am.

A motion (Picini / Durney) to approve the following:

WHEREAS the Superintendent of Schools has preferred charges against the employee named in Executive Session pursuant to Section 3020-a of the New York State Education Law; and

WHEREAS, the Board of Education has determined, by a vote of a majority of all the members of the Board, that probable cause exists for the charges preferred against said employee by the Superintendent of Schools;

**BE IT RESOLVED** that the employee named in Executive Session is hereby suspended with pay pending a hearing on the charges and the final determination thereof.

The resolution was put to a roll call vote, which resulted as follows:

Victor Correa	Absent
Owen Dumey	Yes
Lisa Di Santo Grossman	Yes
Marian McKenna	Yes
Jeannette Mistler	Yes
Julio Morales	Yes
Chris Picini	Yes
Rob Powell	Yes
Barbara Schatzman	Yes

The resolution was thereupon declared adopted.

#### A motion (Durney / Morales) to approve the following:

WHEREAS the Superintendent of Schools has preferred charges against the employee named in Executive Session pursuant to Section 3020-a of the New York State Education Law; and

WHEREAS, the Board of Education has determined, by a vote of a majority of all the members of the

#### BUSINESS MEETING PAGE 135 JUNE 19, 2013

Board, that probable cause exists for the charges preferred against said employee by the Superintendent of Schools;

**BE IT RESOLVED** that should the employee named in Executive Session either waive his right to a hearing, or be found guilty after a hearing of:

- Charge I (A): Misconduct Conduct Unbecoming a Teacher
- Charge I (B): Misconduct Insubordination
- Charge I (C): Misconduct Neglect of Duty
- Charge I (D): Misconduct Endangering the Welfare of a Student,

the Board of Education shall seek his termination from service in the District.

#### The resolution was put to a roll call vote, which resulted as follows:

Victor Correa	Absent
Owen Dumey	Yes
Lisa Di Santo Grossman	Yes
Marian McKenna	Yes
Jeannette Mistler	Yes
Julio Morales	Yes
Chris Picini	Yes
Rob Powell	Yes
Barbara Schatzman	Yes

The resolution was thereupon declared adopted.

Trustee Grossman left the meeting at approximately 12:35 am.

A motion (Durney / Schatzman ) to approve the following:

#### SUPERINTENDENT CONSENT AGENDA ADDENDUM

**5W. RESOLVED,** upon the recommendation of the Interim Superintendent of Schools, the Board of Education discontinues the contract with Green Velvet Landscape for ground maintenance (Bid 2012-03) effective June 21, 2013.

**VOTE**: *Motion carries unanimously.* 7-Yes, Absent (Correa, Grossman).

#### **ADJOURNMENT**

A motion (Picini / Durney) to adjourn the meeting at 12:30 am:

**VOTE**: *Motion carries unanimously*. 7-Yes, Absent (Correa, Grossman).

Respectfully submitted,

Nancy Poulos

District Clerk

Attachments

#### SPECIAL MEETING PAGE 136 JUNE 25, 2013

#### SOUTH COUNTRY CENTRAL SCHOOL DISTRICT 189 No. Dunton Avenue, East Patchogue, New York 11772 <u>M I N U T E S</u>

#### 1. CALL TO ORDER (6:30 p.m.)

Board Vice President Owen Durney called a Special Meeting of the Board of Education to order at 6:30 p.m. The meeting took place at District Office, 189 Dunton Ave, E Patchogue, NY.

Call to

#### **Board of Education Members Present:**

Victor Correa Jeannette Mistler
Owen Durney Chris Picini.
Lisa Di Santo Grossman Rob Powell
Marian McKenna Barbara Schatzman

Board of Education Members Absent: Julio Morales

Others Present: School Attorney Gregory Guercio arrived at 8:30 pm.

#### PLEDGE OF ALLEGIANCE

Trustee Correa led all present in the Pledge of Allegiance.

Pledge of Allegiance

A motion (Correa / Schatzman) to convene to executive session at 6:32 pm to discuss the appointment of a Superintendent of Schools.

Executive Session

VOTE: Motion carries unanimously. 8-Yes, Absent (Morales).

Public Session

The meeting reconvened at 10:00 pm.

#### A motion (Schatzman / Picini ) to approve the following:

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves a benefits agreement with Charles Delargy, Assistant Superintendent for Business, for the period of July 1, 2012 through and including June 30, 2015, and authorizes the President of the Board to execute same.

Benefits
Agreement Asst Supt for
Business

VOTE: Motion carries unanimously. 8-Yes, Absent (Morales).

#### A motion (Schatzman / McKenna) to approve the following:

**RESOLVED**, the Board of Education hereby appoints Charles Delargy as Acting Superintendent of Schools effective July 1, 2013.

Appointment Acting Supt of Schools

**VOTE**: Motion carries unanimously. 8-Yes, Absent (Morales).

#### **ADJOURNMENT**

#### A motion (Picini / Schatzman ) to adjourn the meeting at 10:05 pm:

Adjournment

VOTE: Motion carries unanimously. 8-Yes, Absent (Morales).

Respectfully, Nancy Poulos

District Clerk

# TAB #2

## South Country Central School District



### **BOARD OF EDUCATION AGENDA MATERIAL**

**DATE OF BOARD MEETING:** 

July 3, 2013

**OFFICE OF ORIGIN:** 

**District Clerk** 

DATE MATERIAL SUBMITTED:

June 25, 2013

CATEGORY OF ITEM: Action or Report (circle one)

TITLE:

**SCOPE Annual Dinner Meeting** 

STAFF RECOMMENDATION: To approve the following resolution:

**RESOLVED**, the Board of Education hereby approves Rocco DeVito, Lisa Di Santo Grossman, Carol Herrmann and Chris Picini to attend the SCOPE Annual Dinner Meeting on Thursday, August 8, 2013 at St John's University, Oakdale Campus, at a total cost to the District of \$150.00.

Not an official record; subject to change



# Register Now for SCOPE's Annual Dinner Meeting

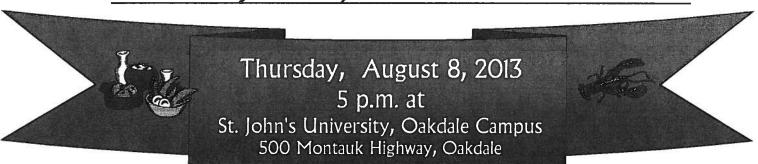
# All School Superintendents and All School Board Members are invited to

# SCOPE's Annual Dinner Meeting

to Welcome Newly Appointed Superintendents and Newly Elected School Board Members

Featuring Guest Speaker:

Mr. Timothy Kremer, Executive Director of NYSSBA



\* COST: <u>SCOPE Member District</u> \$50 Per Person Non-Member District
\$75 Per Person

\* Please note: The fees have been reduced significantly and will be offset by SCOPE's membership budget.

As always, there is no charge for your NEWLY Elected School Board Members and NEWLY Appointed School Superintendents

School District:		P.O. #	
Attendee:	Title:	Phone	
Attendee:	Title:	Phone	<del></del>

SCHOOL BOARD MEMBERS—Please register through your Superintendent's Office <a href="RSVP">RSVP</a> by July 30: Call 631-360-0800 x119 or x116, or FAX form to 631-360-8489

Districts will be invoiced upon receipt of registration. No refunds for cancellations received after August 5.

# TAB #3

# South Country Central School District



#### **BOARD OF EDUCATION AGENDA MATERIAL**

DATE OF BOARD MEETING:

July 3, 2013

**OFFICE OF ORIGIN:** 

**District Clerk** 

**DATE MATERIAL SUBMITTED:** 

June 25, 2013

CATEGORY OF ITEM: Action or Report (circle one)

TITLE:

**New School Board Member Academy** 

STAFF RECOMMENDATION: To approve the following resolution:

**RESOLVED**, the Board of Education hereby approves Rocco DeVito and Carol Herrmann to attend the New School Board Member Academy, August 2 & 3, 2013 at the Huntington Hilton, Melville, NY, at a total cost to the District of \$730.00.

Not an official record; subject to change

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### **Training Events**

#### Remind Me | Send this page to a friend

New School Board Member Academy - Long Island

Date: August 2 - 3, 2013

Location: Show map

Hilton Long Island Huntington 598 Broad Hollow Road Melville, NY 11747

#### Registration Fee(s):

New School Board Member Academy - Long Island (Member) New School Board Member Academy - Long Island (Nonmember) (Click appropriate link to register)

#### e-brochure



## 2013 NEW SCHOOL BOARD MEMBER ACADEM

## Attend both days to complete your mandated training and receive

#### **Dates & Locations**

Location	Governance	Fiscal Oversight	Bot
<u>NYSSBA Headquarters</u> 24 Century Hill Dr. Suite 200 Latham, NY 12110	May 31	June 1	May 31 -
Buffalo Niagara Marriott 1340 Millersport Highway Amherst, NY 14221 Phone: 716-689-6900 www.buffalomarriott.com	July 19	July 20	July 1
Hilton Long Island Huntington 598 Broad Hollow Rd Melville, NY 11747	August 2	August 3	Augus <sup>.</sup>

Phone: 631-845-1000 www.hilton.com

**Holiday Inn Wolf Road** 205 Wolf Rd

Aibany, NY 12205 Phone: 518-458-7250 www.hialbanywolf.com

**High Peaks Resort** 2384 Saranac Ave Lake Placid, NY 12946 Phone: 518-523-4411

www.highpeaksresort.com

September 20

November 15

September 21

Septembe

November 16

Novembe

Cost:

\$215 for one day; \$365 for two days (Members) \$430 for one day; \$730 for two days (Nonmembers)

Board members will earn 10 points for each day of the academy in NYSSBA's School Board U Recognition Progran

Course fee includes resource materials, continental breakfast, lunch and a non-refundable \$50 administrative fee. Cancellations will not be refunded after the pre-registration/cancellation deadline. No-shows will be billed.

Attend NYSSBA's New School Board Member Academy to learn board roles and responsibilities, understand your fiscal dur tools.

Take advantage of our special room block at each location. Call the appropriate hotel directly to make your reservation and

School Board U provides the skills you need to meet the ever-changing challenges of board governance and fiscal accoun enhance your leadership skills. For more information, visit www.nyssba.org/schoolboardu.

Remember - Even if you haven't taken office as a school board member, you're still eligible to register for this must-attend more details.



#### FRIDAY AGENDA **Essentials of School Board Governance**

8:30 - 9:00 a.m.

Registration and Continental Breakfast

9:00 - 10:30 a.m.

The importance and Purpose of School Boards (Module A)

Accounting for student performance outcomes is a primary responsibility of school boards. U student achievement. Find out how to best promote student achievement by setting direction district. Learn how to align and optimize district resources to ensure district goals are met, who will be a support of the control of the co learning.

10:30 - 10:45 a.m.	Break
10:45 a.m 12:15 p.m.	School Board Members' Rights, Risks and Responsibilities, Part 1 (Module B) School boards do not operate in a vacuum. Various governing and administrative authorities Board of Regents, and the New York State Education Department, shape the public educatic regulations and guidance established by these authorities impact your school board work.
12:15 - 1:00 p.m.	Lunch
1:00 - 1:30 p.m.	School Board Members' Rights, Risks and Responsibilities, Part 2 (Module B) Whether taking action at regular board meetings, meeting in executive session or communic understand many aspects of the law, including Open Meetings Law, FOIL, student rights and discipline, and more. Examine your legal and ethical responsibilities.
1:30 - 3:00 p.m.	Policy and Board Operations (Module C) Policy and operating protocols define the board's leadership authority and set operational pa help school boards work as a team, in cooperation with their superintendent, to promote aca problem-solving exercises to learn how well-defined operating procedures, along with policy, focused on academic achievement.
3:00 - 3:15 p.m.	Break
3:15 - 4:45 p.m.	Data Use for Accountability and Student Achievement (Module D) Student achievement is a fundamental measure of a school board's leadership. Success is r by demonstrating improvement. Learn how to utilize data from a variety of sources to make c impact of those decisions on student achievement. Examine how to analyze comparative daidentify trends, and discover the right questions to ask to establish accountability and continu

# SATURDAY AGENDA Fiscal Oversight Fundamentals

8:00 - 9:00 a.m.	Registration and Continental Breakfast
9:00 - 10:50 a.m.	Safeguarding District Resources: Roles and Responsibilities (Module 1) Learn your board's financial stewardship role and its fiscal oversight responsibilities. Unders such as the claims auditor and audit committee, and their relationship with the board. Exami utilize both to ensure proper safeguarding of district resources. Explore the attitudes and conhow preventative measures such as internal controls, policy and oversight that can protect disport of others suspect irregularities.
10:50 - 11:00 a.m.	Break
11:00 a.m 12:30 p.m.	Building School District Fiscal Fitness (Module 2) Explore the principal sources of school district funds and major guidelines affecting dispositic district prepares a budget, obtains voter approval and understand laws and rules affecting the
12:30 - 1:30 p.m.	Lunch
1:30 - 2:45 p.m.	Managing School District Fiscal Fitness (Module 3) Study financial management and accounting practices that promote fiscal fitness. Discover I and more. Understand how mismanagement of fund balance and reserve funds can have a
2:45 - 3:00 p.m.	Break
3:00 - 4:15 p.m.	Monitoring District Fiscal Fitness (Module 4)  Learn what information your board should receive regularly, in what form and from whom. Ic special attention to ensure the district's financial health. Understand key indicators of a financial health.

## Added Bonus!

You will receive two publications:

- · The Key Work of School Boards: A Guidebook, 2nd Edition
- · Becoming a Better Board Member, 3rd Edition

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# TAB #4

## South Country Central School District



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

DATE OF BOARD MEETING: July 3, 2013, Business Meeting

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: June 24, 2013

**CATEGORY OF ITEM: Action** 

TITLE: Student Council Scholarship in Honor of Jennifer Mejia Donation

#### STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education accepts the donation of \$130 to be deposited in the General Scholarship Fund for the Bellport High School Student Council Scholarship in Honor of Jennifer Mejia.

#### **BACKGROUND RATIONALE:**

## Bellport High School Brookhaven, NY 11719

# Student Activities Fund Deposit Worksheet

Activity Account Study  Advisor Elw John  Signature of person submittin	Man g depositE(UN HOFFM	Date: 4 17 13  Event Concert Reffle  Signature Zeen 799
rnis section is to be filled or	ut by club/class/activity and submi office for the safe.	itted with deposit to the main
<u>Currency</u> (All	Coins rollable coins must be in wrappers)	<u>Checks</u>
Total currency \$ 130 Total De	Total coins\$posit	Total checks\$
<u>DO NOT WR</u> CURRENCY	ITE BELOW THIS LINE (FOR LINE VERIFICA	TION)
x 100=	LOOSE COIN	ROLLED COIN
x 50=	x .50=	x 10=
x 20=	x .25=	x 5=
x 10=	x .10=	x 2=
x 5=	x .05=	x .50=
	x.01=	x 1=
OL Reed 6/20/13 CASH \$13000	Currency:  Rolled Coin:  Loose Coin:  Checks:  Total Deposit:	100

# TAB #5

## South Country Central School District



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

DATE OF BOARD MEETING: July 3, 2013, Business Meeting

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: June 26, 2013

**CATEGORY OF ITEM: Action** 

TITLE: Whitsons Culinary Group - Food Services

#### STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Acting Superintendent of Schools, the Board of Education awards the Food Service Management contract to Whitsons Culinary Group in accordance with their 2013-2014 bid.

#### **BACKGROUND RATIONALE:**

Back up documentation is available with the District Clerk.

Not an official record; subject to change

## TAB #6

### R.E.F.I.T.

Reform Educational Financing Inequities Today Consortium of School Districts For An Equitable Distribution of State Aid

www.refitny.org

Dr. Robert Dillon, Executive Director P.O. Box 725 Walden, New York 12586 516-314-4029

# DUES NOTICE INVOICE

THE ANNUAL MEMBERSHIP DUES FOR THE 2013-2014

R.E.F.I.T. YEAR (September, 2013 TO AUGUST, 2014) IS \$600.

Please make check payable to: R.E.F.I.T.

And send to: Helen Maloney, Executive Secretary

P.O. Box 257

Oakdale, New York 11769

Dr. John Williams Treasurer



#### R.E.F.I.T.

#### **Reform Educational Financing Inequalities Today**

Consortium of School Districts
For An Equitable Distribution of State Aid
www.refitny.org

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1st Vice President
Susan Lipman, Eastern Suffolk
BOCES
2nd Vice President

Dr. Kishore Kuncham,
Freeport
Secretary/Treasurer
Dr. John Williams, Amityville

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Laura Curran, Baldwin
Louis DeAngelo, East Meadow
Ronald Ellerbe, Freeport

Doreen Feldman, Middle Country

Steven Gellar, West Islip
Michael Greb, Copiague
Audrey Jacullo, North Babylon
Dr. Donald James, Commack
Robert Kushner, East Meadow
Michael Loguercio, Longwood

Dr. James Mapes, Baldwin Dr. Michael Mensch, Western Suffolk BOCES

Aubrey Philips, Elmont

Dr. Edward Salina, Plainedge

Dr. Robert Dillon Executive Director Helen Maloney Executive Secretary PO Box 257 Oakdale, NY 11769 631-589-3143

www.refitny.org

April 2013

Dear Colleague,

We hope that this correspondence finds you and your district in a good place.

R.E.F.I.T. has been very active for the past two years in its role as an advocate for our districts; school districts that experience high tax rates and have relatively low wealth. We have sponsored workshops featuring speakers such as Michael Rebell, Campaign for Educational Equity, Dr. Rick Timbs, Statewide School Financial Consortium, Jay Worona, New York State School Boards Association and Bob Lowry, New York State Council of School Superintendents. In addition, we held our local legislative breakfast with many of our assembly and senate legislators in attendance, including Senator John Flanagan, Chairman of the Senate Standing Committee on Education.

If your district (or BOCES) is a current member of R.E.F.I.T., we request that you include us as one of the organizations you join at your Board of Education reorganizational meeting for 2013-14. If your district is not yet a member but you are eligible to become a member, please consider joining us next year and also include us for approval at your reorganizational meeting. For your convenience, we are enclosing a dues invoice. If you need more information, please contact Dr. Dillon at 516-314-4029 or visit R.E.F.I.T. at www.refitny.org.

In closing, we thank you for your time and consideration.

Respectfully,

Deborah Coates

Dr. Robert R. Dillon

Deborah Coates, President

Dr. Robert R Dillon, Executive Director

Members: Amityville, Baldwin, Bay Shore, Bayport-Blue Point, Central Islip, Commack, Comsewogue, Connetquot, Copiague, East Islip, East Meadow, Eastern Suffolk BOCES, Eastport/South Manor, Elmont, Farmingdale, Freeport, Hempstead, Islip, Lindenhurst, Longwood, Middle Country, Nassau BOCES, North Babylon, Oceanside, Plainedge, Riverhead, West Islip, Westbury, Western Suffolk BOCES, William Floyd

## TAB #7

## South Country Central School District



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

DATE OF BOARD MEETING: July 3, 2013, Business Meeting

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: June 26, 2013

**CATEGORY OF ITEM: Action** 

TITLE: CBIZ Valuation Group

STAFF RECOMMENDATION:

**RESOLVED,** upon the recommendation of the Acting Superintendent of Schools, the Board of Education approves the Consulting Services Agreement with CBIZ Valuation Group to provide capital asset update services to the District for the 2013-2014 school year at the rate of \$1,725.00.

**BACKGROUND RATIONALE:** 

Not an official record; subject to change



### **CBIZ Valuation Group, LLC**

#### PERSONAL AND CONFIDENTIAL

Mr. Brian Phillips Business Administrator South Country CSD 189 North Dunton Avenue East Patchogue, NY 11772

RE: Valuation & Inventory Updating Services

Dear Mr. Philips:

CBIZ Valuation Group, LLC ("CVG") is pleased to submit our recommendations to provide capital asset updating services to South Country CSD ("District"). As your consultant, our primary focus is to *make your business easier!* As you review our proposal we encourage you to consider the following advantages CVG offers:

- Customer Service: Our consulting team will work diligently to ensure that your service experience is second to none. We have built our practice on providing timely, personal, professional services to our clients and look forward to extending that commitment to you.
- ➤ **Customized Approach:** We understand that your property valuation and supplemental property underwriting data collection needs are unique. We have proposed a service to assist in addressing the increased reporting requirements of today's insurance markets.
- > Technical and Financial Resources: A business relationship with CVG offers a stable, long-term business partnership. We offer the financial and technical resources of CBIZ, Inc., a \$750 million, publicly-traded company.

Thank you for the opportunity to provide our recommendations and we look forward to the opportunity of working with you and the District.

Respectfully submitted,

R.F. Acebal

Director - Capital Asset Practice CBIZ Valuation Group, LLC

**Purpose:** The purpose of our proposed consulting engagement is to provide professional property updating services to the South Country CSD. Our services are specifically designed to address:

- Capital Asset Reporting: Prepare reports that can be utilized by the District in its effort to assist with meeting GASB-34 and GAAP reporting requirements.
- Property Insurance Reporting: Prepare reports to be utilized by the District to assist in establishing insurable values and assisting with insurance placement and proof of loss documentation as they relate to the property insurance reporting requirements set forth by NYSIR.

The following updating options are available and are priced accordingly in the fee section of this proposal:

Onsite Purchase Reconciliation & Inventory: CVG will visit your District to record and reconcile current year additions consistent with the district's capitalization threshold. CVG's reconciliation will include analyzing current year purchase orders, cost records and other information made available by the District. CVG will also record and process current year disposals based on information provided by the district. We provide one set of draft reports within 30 days of receiving the District's changes. The draft reports will be forwarded electronically in a .PDF format for review and revision.

If needed one set of revised reports will be provided. Additional revisions will be billed at our hourly rate. Upon receiving acceptance of our draft reports CVG will deliver the following reports:

- Account Summary
- Accounting Summary
- Year-To-Date Depreciation Summary
- Current Year Additions Detail
- Current Year Disposals Detail
- Current Year Reconciliation
- Accounting Detail By Location & Organization (PDF only)
- Insurance Building Summary\*
- Insurance Summary\*
- Insurance Detail (PDF only)\*
- Insurance Reconciliation Report\*

Electronic Update Service – Annual Valuation Service (AVS):Under this option CVG will provide a preformatted Excel template that will allow you (or other staff) to record all current year capital asset activity including additions, disposals, capital projects and transfers. After the year's changes have been recorded the updated file can be e-mailed directly to CVG for review & processing. Upon receiving the data, CVG will conduct a high-level quality control and consistency review to ensure that the data provided appears to be reasonable. In the event that the data does not pass our quality control and consistency review, CVG will contact you to review our findings determine an appropriate solution. If the data is deemed acceptable, CVG will process the changes, update depreciation and trend all insurable values.

<sup>\*</sup> provided to NYSIR

Assuming the data has passed CVG's quality review process we provide one set of draft reports within 30 days of receiving the District's changes. If the District's data is not provided in the formatted electronic Excel spreadsheet provided by CVG data entry fees will be applicable. The draft reports will be forwarded electronically in a .PDF format for review and revision. If needed one set of revised reports will be provided. Additional revisions will be billed at our standard hourly rates. Upon receiving acceptance of our draft reports CVG will deliver the following reports:

- Account Summary
- > Accounting Summary
- Year-To-Date Depreciation Summary
- Current Year Additions Detail
- Current Year Disposals Detail
- Accounting Detail By Location & Organization (PDF only)
- Insurance Building Summary\*
- Insurance Summary\*
- Insurance Detail (PDF only)
- Insurance Reconciliation Report\*

This option does not include a detailed reconciliation to the District's existing fixed asset or inventory records, purchase orders/invoices or CAFR.

#### **Valuation Methodology**

- > Original/Acquisition Cost: The amount of money originally paid to acquire an asset. It generally includes costs such as transportation, set-up charges, taxes, engineering and architectural fees.
- Replacement Cost New (RCN): As applicable to insurance valuations, it is the cost required to produce a property of like kind and materials at one time in accordance with current market prices for materials, labor and manufactured equipment, contractors overhead, profit and fees, but without provisions for overtime or bonuses for labor and premiums for materials.
- Actual Cash Value: As applicable to insurance valuations, it is based upon the replacement cost new as defined above, less an allowance for accrued depreciation, as evidenced by observed condition in comparison to units of like kind, with consideration given to physical deterioration deemed relevant for insurance purposes.

#### Costing Methodology- Not applicable to AVS Service

Our valuation will utilize various techniques to develop cost conclusions. The sources may include the use of proprietary and third party software, proprietary databases, technical pricing subscriptions, various publications and District supplied information (purchase orders, capital project costs, financial statements, etc.). We will determine acquisition cost utilizing the following costing methods:

<sup>\*</sup> provided to NYSIR

- Direct Costing: Where practical, we will match asset costs based on recorded information provided by the District.
- > Standard Costing: Costs not readily determined through the use of District-supplied information will receive an estimated cost based on a "standard cost" (a known average installed cost for a like unit, estimating acquisition date).
- Normal Costing: Where neither direct nor standard costing can be utilized to determine acquisition cost, it will be estimated based on current cost of reproduction new, indexed by a reciprocal factor of the price increase from the estimated date of acquisition to the date of valuation.

#### **Depreciation Methodology**

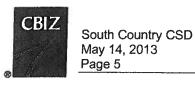
- > Straight-Line Method: The method of calculating deprecation by dividing the cost, less salvage, by the number of fiscal periods of useful life.
- First-of-the-Month (Full Month) Convention: Assets are treated as being place into service on the first day of the month they are acquired, even if they were actually purchased after the first of the month. For additions, depreciation is calculated for a full month in the month the asset was acquired.

For disposals, no depreciation is calculated in the month of disposition, rather it is calculated through the last day of the month prior to disposal. Different depreciation methods or conventions are subject to an additional charge.

Reconciliation to Existing Data: CBIZ will attempt to reconcile our findings to your existing fixed asset register. In order to accomplish this, the District will be required to provide the existing register with a cost balance that matches their last fixed asset reporting. The data should include the specific: acquisition dates, costs, descriptions and useful lives for individual items. If the District has not been applying barcodes tags in relation to assets added through other updating methods (since the last Re-inventory) the ability to reconcile these assets accurately will be greatly diminished. If any of this documentation is not available and requires CBIZ to recreate it, additional fees apply.

#### Conclusion

We appreciate the opportunity to submit this proposal and look forward to working with you on this engagement. We can assure you that we are committed to completing this project in an efficient and timely manner. Should you have any questions, please call me at (800) 800-7402, ext. 5350 or email me at racebal@cbiz.com.



#### **Professional Fees**

The fees for the professional services outlined in this proposal are provided below. They are inclusive of travel and out-of-pocket expenses unless otherwise noted. One (1) hard

for the <i>curr</i> the draft re proposed s signature b	rent fiscal ye ports. Invoic ervices and	ear ending 6/3 es are due up related fees by urning a copy	on receipt. You initialing the confidence of the agreeme	vill submit o u may indid lesired serv	ne invoice cate the a vice offeri	e upon de acceptance ng. execu	livery of of our ting the
Update Ser	vice Option	s - (Please ch	eck one)				,
> Elec	tronic Update	e Service			\$1,725		
*Cor Requ	nprehensive uest	Re-inventory	& LOS Servic	se Proposa	l & Fee	Available	Upon
Please note that	all change reque	sts made after the is	suance of final report	s are subject to	CVG's stand	lard labor rate	S.
Optional Se	rvices						
➢ Barce	ode Tags			\$200 per ro	ll of 1,000	)	
reports to ou	r independer	nt au ditor.	ronic copies o	here)	ct's prelir	minary an	d final
Auditor Nam	e: Naw	rocki Sn	nith, LLI	D			
Phone:							
E-mail Addre	ss:						
I have read t	he terms of	this agreeme	nt and hereby	authorize t	his assig	nment.	
ACCEPTED	this	day of			, 2	2012	
Client: <u>So</u>	uth Country (	CSD					
Ву:						<b>-</b>	
Printed Name	:			·			
Title:		28					
						<del></del>	

The fees for the professional services outlined within this agreement shall remain in effect for a period not greater than 60 days.



South Country CSD May 14, 2013 Page 6

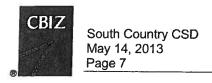
## <u>Please return the signature page to:</u> CBIZ Valuation Group, LLC

Attn: Kathy Jaeger

W227 N16867 Tillie Lake Ct., Ste. 201

Jackson, WI 53037 Phone: 262.677.1838 Fax: 262.677.2130

Email: kjaeger@cbiz.com



#### **Terms and Conditions**

The terms and conditions of this engagement with CBIZ Valuation Group, LLC ("CBIZ") are subject to and governed by the following Terms and Conditions and other terms, assumptions and conditions contained in the engagement letter.

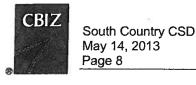
#### INDEMNIFICATION

The Company shall indemnify and hold harmless CBIZ and its personnel from and against any causes of action, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, without limitation, reasonable attorneys' fees and the reasonable time and expenses of CBIZ's personnel involved) brought against or involving CBIZ at any time and in any way arising out of or relating to CBIZ's services under this engagement, except to the extent judicially determined to have resulted from the bad faith, gross negligence, or willful or intentional misconduct of CBIZ's personnel. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, tort, or otherwise.

#### INDEMNIFICATION PROCEDURES

If any action or proceeding (any of the foregoing being a "Claim") is threatened or commenced by any third party against CBIZ that Company is obligated to defend or indemnify under this Agreement, then written notice thereof shall be given to Company as promptly as practicable. After such notice and only so long as CBIZ's and the Company's interests with respect to the claim remain consistent, no conflict exists, and, in controlling the defense, CBIZ's insurance is not voided or otherwise compromised in any way, Company shall be entitled, if it so elects in writing within ten days after receipt of such notice, to take control of the defense and investigation of such Claim and to employ and engage attorneys to handle and defend the same, at Company's sole cost and expense, with the approval of CBIZ, which approval shall not be unreasonably withheld. CBIZ shall cooperate in all reasonable respects with Company and its attorneys in the investigation, trial and defense of such Claim and any appeal arising therefrom; provided, however, that CBIZ may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such Claim and any appeal arising therefrom. Company shall enter into no settlement of a Claim that involves a remedy other than the payment of money by Company without the prior consent of CBIZ.

After notice by Company to CBIZ of its election to assume full control of the defense of any such Claim, and CBIZ's approval of selected counsel, Company shall not be liable to CBIZ for any legal expenses incurred thereafter by CBIZ in connection with the defense of that Claim. If Company does not assume full control over the defense of a Claim, then Company may participate in such defense, at its sole cost and expense, and CBIZ shall have the right to defend the Claim in such manner as it may deem appropriate, at the cost and expense of Company.



#### **LIMITATION ON DAMAGES**

The Company agrees that CBIZ and its personnel shall not be liable to the Company for any claims, liabilities, causes of action, losses, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, but not limited to attorneys' fees) in any way arising out of this engagement in any amount greater than the total amount of fees paid by the Company to CBIZ, except to the extent finally and judicially determined to have been the result of bad faith, gross negligence, or intentional or willful misconduct of CBIZ. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, statute, tort, or otherwise.

#### LIMITATION ON DISTRIBUTION AND USE

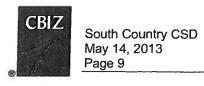
The report, the final estimate of value, and the prospective financial analyses (collectively, as used in this paragraph, the "CBIZ Work Product") included therein are intended solely for the information of the person or persons to whom they are addressed and solely for the purposes stated; they should not be relied upon for any other purpose, and no party other than the Company may rely on them for any purpose whatsoever. Neither the valuation report, its contents, nor any reference to the appraiser or CBIZ may be referred to or quoted in any registration statement, prospectus, offering memorandum, sales brochure, other appraisal, loan or other agreement or document given to third parties. In addition, except as set forth in the report, our analysis and report are not intended for general circulation or publication, nor are they to be reproduced or distributed to third parties.

Notwithstanding the foregoing, if the Company desires to distribute or use the CBIZ Work Product in any way not expressly contemplated by these Terms and Conditions or the Agreement, including, without limitation and by way of example, reference to CBIZ by name or inclusion of any portion of the CBIZ Work Product in any regulatory filing, CBIZ, at our sole discretion, may permit Company to do so for a fee commensurate to the additional risk associated with such distribution or use.

As required by new U.S. Treasury rules, we inform you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this letter, including attachments, is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Service.

#### **NOT A FAIRNESS OPINION**

Neither our opinion nor our report are to be construed as an opinion of the fairness of an actual or proposed transaction, a solvency opinion, or an investment recommendation, but, instead, are the expression of our determination of the fair value between a hypothetical willing buyer and a hypothetical willing seller in an assumed transaction on an assumed valuation date where both the buyer and the seller have reasonable knowledge of the relevant facts.



#### **OPERATIONAL ASSUMPTIONS**

Unless stated otherwise, our analysis (i) assumes that, as of the valuation date, the Company and its assets will continue to operate as configured as a going concern, (ii) is based on the past, present and future projected financial condition of the Company and its assets as of the valuation date, and (iii) assumes that the Company has no undisclosed real or contingent assets or liabilities, other than in the ordinary course of business, that would have a material effect on our analysis.

#### **COMPETENT MANAGEMENT ASSUMED**

It should be specifically noted that the valuation assumes the property will be competently managed and maintained over the expected period of ownership. This appraisal engagement does not entail an evaluation of management's effectiveness, nor are we responsible for future marketing efforts and other management or ownership actions upon which actual results will depend.

#### NO OBLIGATION TO PROVIDE SERVICES AFTER COMPLETION

Valuation assignments are accepted with the understanding that there is no obligation to furnish services after completion of the original assignment. If the need for subsequent services related to a valuation assignment occurs, including updates, conferences, testimony, preparation for testimony, document production, interrogatory response preparation, or reprint and copy services whether by request of the Company or by subpoena or other legal process initiated by a party other than the Company, Company agrees to compensate CBIZ for its time at its standard hourly rates then in effect, plus all expenses incurred in the performance of said services. CBIZ reserves the right to make adjustments to the analysis, opinion and conclusion set forth in the report as we deem necessary by consideration of additional or more reliable data that may become available.

#### NO OPINION IS RENDERED AS TO LEGAL FEE OR PROPERTY TITLE

No opinion is rendered as to legal fee or property title. No opinion is intended in matters that require legal, engineering or other professional advice that has been or will be obtained from professional sources.

#### **LIENS AND ENCUMBRANCES**

We will give no consideration to liens or encumbrances except as specifically stated. We will assume that all required licenses and permits are in full force and effect, and we make no independent on-site tests to identify the presence of any potential environmental risks. We assume no responsibility for the acceptability of the valuation approaches used in our report as legal evidence in any particular court or jurisdiction.

#### INFORMATION PROVIDED BY OTHERS

Information furnished by others is presumed to be reliable; no responsibility, whether legal or otherwise, is assumed for its accuracy and cannot be guaranteed as being certain. All financial data, operating histories and other data relating to income and expenses attributed to the business have been provided by management or its representatives and have been accepted without further verification except as specifically stated in the report.

#### PROSPECTIVE FINANCIAL INFORMATION

Valuation reports may contain prospective financial information, estimates or opinions that represent reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as forecasts, prospective financial statements or opinions, predictions or as assurances that a particular level of income or profit will be achieved, that events will occur or that a particular price will be offered or accepted. Actual results achieved during the period covered by our prospective financial analysis will vary from those described in our report, and the variations may be material.

Any use of management's projections or forecasts in our analysis will not constitute an examination, review or compilation of prospective financial statements in accordance with standards established by the American Institute of Certified Public Accountants (AICPA). We will not express an opinion or any other form of assurance on the reasonableness of the underlying assumptions or whether any of the prospective financial statements, if used, are presented in conformity with AICPA presentation guidelines.

#### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. The parties hereby irrevocably submit to the jurisdiction of the federal or state courts in the State of Ohio, specifically and exclusively in the Cuyahoga County Court of Common Pleas or the Federal District Court for the Northern District of Ohio, over any dispute or proceeding arising out of this Agreement and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

## TAB #8

### South Country Central School District



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

DATE OF BOARD MEETING: July 3, 2013, Business Meeting

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: June 26, 2013

**CATEGORY OF ITEM: Action** 

**TITLE: Erate Compliance** 

STAFF RECOMMENDATION:

**RESOLVED,** upon the recommendation of the Acting Superintendent of Schools, the Board of Education approves the Consulting Services Agreement with Erate Compliance to provide erate consulting and administrative services for the 2013-2014 school year at the rate of \$4900.00

**BACKGROUND RATIONALE:** 

Not an official record; subject to change

#### 998C Old Country Road #181 Plainview, NY 11803 Tel: 917-374-6505 www.ErateAttorney.com

## **Erate Compliance**

#### -CONFIDENTIAL & PRIVILEGED INFORMATION-

June 3, 2013

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

Re: School Year 2013 Proposal/Agreement South Country CSD Erate Consulting Services

#### **Experience:**

GTA LLC (dba Erate Compliance) is pleased to submit this proposal to continue to provide South Country Central School District (hereinafter "district") specialized erate consulting and administrative services. Mr. Friedman has been providing full range erate consulting services for both large and small clients across the country. Services include technology plan compliance review concerning erate core requirements, discount rate calculation and optimization, bid matrix evaluation advisory services, CIPA compliance, collection of information in order to prepare all necessary forms, responding to Program Integrity Assurance (PIA), Client Service Bureau (CSB) inquiries, tracking and informing clients of deadlines and act as the point of contact for USAC/SLD/Erate related inquiries and correspondence.

At Erate Compliance the person working on the district's behalf is an attorney with many years of complex erate experience. We are able to provide focused and individualized attention to each client and tailor the services to meet your particular needs. We provide superior service for less.

Why it will benefit your district to select Erate Compliance as their erate consultant:

- Mr. Friedman provides a higher level of service and devotes more time and attention working with you as compared to other consultants (other consultants may have excessive workloads and have time constraints based on volume of schools/districts).
- Will gladly meet you in person at your office to help with any matter.
- Consulting services will all be provided by Mr. Friedman (an experienced erate attorney) and not delegated to anyone else with less experience or an excessive work load.
- The combination of Mr. Friedman's erate consulting skills and those developed as an attorney with the federal government are unmatched by other consultants that would be working on your behalf.
- Very low annual fee of \$4,900 (Same as last year).

#### -Confidential & Privileged Information-

### Scope of Work Summary

#### Discount Rate and Funding History Analysis and Optimization:

Providing expert guidance on discount rate optimization analysis, formulation of surveys, and developing and implementing strategies to maximize discount rates, and thereby, increasing the funding potential.

#### **Technology Plan Services:**

Review, analyze and assess the technology plan in order to insure compliance with the four core program requirements.

#### Forms Preparation and Submission:

People who have been involved with the erate program know that the application process is a year round job. For example, the 2013-2014 School Year (SY2013), Erate Compliance services would normally span at least three different erate funding years (FY) — from the processing of discounts for 2012-2013 (FY 2012) to the application for discounts for 2014-2015 (FY 2014).

Erate Compliance's role throughout the erate application and funding cycle is to prepare all necessary applicant forms (Forms 470, 471, 472, 486, and 500) and special requests (SPIN changes, service substitution requests, etc.). All necessary erate forms will be sent to the school for review, certification, signature and submission. Ultimate responsibility for the information contained therein and for the timely submission of forms remains with the school.

Erate Compliance acts as the contact for all forms (except for the Form 470 Request for Services) so that it can coordinate responses to any inquiries from the SLD. To facilitate the erate process, Mr. Friedman typically works with a primary contact (designated by the district) to obtain required information. You will be updated regarding deadlines and changes in the program and how it may affect you.

The erate program has continually changing rules, policies and interpretations and more importantly enforcement. As a result, there are many uncertainties related to the eligibility and funding of products and services. Due to the changing nature of this program Erate Compliance does not warrant or represent success in the securing of the erate funding. The annual fee is for erate consulting services provided and is not based on funding success. Erate Compliance/Mr. Friedman do not provide any legal advice and no attorney client relationship is established. Erate Compliance role is on an advisory basis and will render its opinion as to its understanding of the best practices related to this program; however, the school and its representatives shall have the final decision as to all aspects of the program.

#### **Bid Matrix and Evaluation:**

One of the basic principles and foundations of the erate program are the requirements relating to the posting of the Form 470 and an equitable evaluation process. The bid and procurement process is so critical that if certain elements are not followed exactly, as required under the erate program, no funding will be committed. Applicant must comply with all state and local rules. In the event that funding is committed and/or disbursed and the SLD later discovers a violation, the applicant may be required to return previously disbursed funding.

#### -Confidential & Privileged Information-

#### **Documentation Management:**

As per FCC rules and regulations, there are stringent document retention requirements (documentation must be kept for at least 5 years after the last date of service) which the applicant is required to follow or be subject to potential loss of funding. We will advise regarding document retention requirements.

For example, if the applicant is audited or information is requested, it must be able provide said documentation and demonstrate to the SLD how entries on its Form 471 were derived. Violation of the document retention rule (and many other rules) may subject an applicant to a commitment adjustment ("COMAD"), whereby, USAC may demand repayment of associated funds

#### **Annual Fee and Term:**

To assist your budgeting for erate consulting services, GTA, LLC (dba Erate Compliance) charges a fixed annual fee. Based on the expected size and complexity of the erate priority one application GTA, LLC's fee for School Year 2013 is \$4,900.

#### **Conclusion:**

I look forward to continue working with you in order to secure erate funding for your school and implementing the necessary framework for successful future funding. If any questions, please call 917-374-6505 to discuss further detail at your earliest convenience.

If this meets with your approval, please acknowledge by completing, signing below and returning via email to <a href="mailto:info@ErateCompliance.com">info@ErateCompliance.com</a>

Sincerely,	Agreed by authorized person:			
Cofford Tuelman	Signature:			
Clifford Friedman	Name:			
GTA, LLC (dba Erate Compliance)	Title:			
917-374-6505	School:			
Info@ErateCompliance.com				
Date: June 3, 2013	Date:			

#### Affirmation

- GTA, LLC does not use subcontractors for any E-rate work.
- To avoid potential conflicts of interest, GTA, LLC does not offer E-rate eligible services to schools or libraries. GTA, LLC's only role is to serve the application and funding needs of its E-rate clients.
- GTA, LLC is vendor neutral.
- GTA, LLC has no financial interest in any company that can provide eligible E-rate goods or services.
- GTA, LLC will not select any E-rate related vendors.
- GTA, LLC relies on information provided to file forms and respond to information request.
- GTA, LLC does not certify forms.

## TAB #9

### South Country Central School District



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

DATE OF BOARD MEETING: July 3, 2013, Business Meeting

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: June 26, 2013

**CATEGORY OF ITEM: Action** 

TITLE: Educational Data Services, Inc.

STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Acting Superintendent of Schools, the Board of Education approves an agreement with Educational Data Services, Inc. to provide cooperative bidding for consumable school supplies for the 2013-2014 school year at the rate of \$12,900.00

**BACKGROUND RATIONALE:** 

Not an official record; subject to change



Attn: Business Administrator

"The Educated Way to Purchase"

WWW.ED-DATA.COM

In addition to unmatched bid pricing Ed-Data continues to offer continued value through <u>expanded bid categories</u>, and <u>technology improvements</u> that are unmatched by state contracts, national contracts or county organizations such as ESCs or BOCES. To help keep you informed we are happy to highlight some of these improvements below:

#### **Technology Improvements:**

**Enhanced Requisition System** - This will serve as an automatic upgrade to our existing online requisition system. The new system will be available for your use starting this fall and will include:

#### **Improved User Interface** - Ordering is even easier, and more accessible.

- A keyword search will be available along with a list of the most popular, and deepest discounted items.
- Every teacher will have a catalog...right on their computer. An electronic version of the vendors' catalogs will be accessible within the requisition.

#### **Administrative Control** – Have greater control and flexibility.

- Create, modify or delete user accounts and budget codes from your PC.
- The business office can allocate funds to district administrators for allocation to requisitioners.
- Instant access to important documents as needed such as W-9s, BRCs, and all other required bid documents.

#### Incidental System Module - Simplified access to bid pricing through the year.

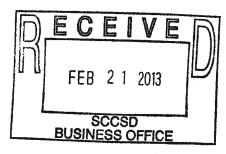
- Run two budget years simultaneously
- Download orders into your accounting system on demand.
- MSRP Bid for as needed athletic supply and equipment purchases.

#### **New & Expanded Bid Categories:**

- Math Supplies; Language Arts Supplies
- Expanded Custodial; Custodial Liners
- MSRP Bids for Custodial, Athletic, Green Products, Music Equipment Supplies

#### **Trades**

- Intercom System Services & Repair
- Bleacher Repair
- Custodial/Janitorial Equipment Inspection, Service, and Repair
- Repair of Commercial Kitchen Hot Equipment
- Repair and Maintenance of Audio Visual Equipment
- Maintenance, Inspection and Repair Security Services and many more.....





"The Educated Way to Purchase"

WWW.ED-DATA.COM

Charles Delargy South Country Central School District 189 Dunton Ave East Patchogue, NY 11772

Febuary 19, 2013

Dear Board of Education:

Educational Data Services, Inc.

Thank you for your support in making the New York Cooperative Bid Maintenance Program the largest and most successful shared services program of its kind. This year participating districts received the lowest overall pricing for consumable school supplies in the state.

The licensing and maintenance fee for the 2013-2014 school year will be: \$12,900.00

The licensing fee refers to the use of our copyrighted bid specifications and interactive software. The maintenance fee refers to the supplying of our cooperative bid prices, cross referenced awarded vendor catalogs, updated users and account codes. The above will be utilized in ordering 2014-2015 district school supplies.

#### Payment Schedule

<u>Date</u>	L&M	
7/1/2013	\$3,225.00	
10/1/2013	\$3,225.00	
1/1/2014	\$3,225.00	
4/1/2014	\$3,225.00	
	\$12,900.00	

Acknowledged By:	
Date:	
Sincerely,  Alan Wohl	



"The Educated Way to Purchase"

WWW.ED-DATA.COM

February 18, 2013

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

Dear Board of Education:

For the past 4 years Educational Data Services Cooperative bidding efforts have produced a total district dollar savings to date have: \$461,221

- In a comparison of Cooperative Bid pricing with National Coops, Regional BOCES
   Coops and State Coops, Ed-Data's Cooperative Bidding efforts resulted in savings 41 59%
- In a comparison of our Cooperative Bid pricing with State Contract pricing, Ed-Data's Cooperative Bidding efforts resulted in savings of 54-66%.

For the 2012-2013 School Year your district realized savings of \$139,090 consisting of the following:

- General Classroom, Office and Computer, and Paper Supplies: \$78,422 or 56% below State Contract, National Coop or Regional BOCES pricing
- Other Categories where applicable including (Science, I/A, Fine Art, Phys Ed AV, Athletic, Custodial etc.) \$60,668.

Not included in the above savings and <u>not offered</u> by any of the above, are the clerical savings derived from our online order entry procurement management system, customer service support, and customized district accounting software integration to download, encumber and print all district purchase orders, along with the elimination of all bid advertisements, bid mailings, bid analysis, bid openings and documentations.

Thank you for making this the most effective and largest active district cooperative and shared services program of its kind in the state!!

Sincerely,

Alan Wohl

Educational Data Services, Inc.

PLM

## TAB #10

### South Country Central School District



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

DATE OF BOARD MEETING: July 3, 2013, Business Meeting

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: June 26, 2013

**CATEGORY OF ITEM: Action** 

TITLE: School Physician RFP - Dr. Anthony Donatelli

#### STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Acting Superintendent of Schools, the Board of Education awards the School Physician RFP to Dr. Anthony Donatelli, Jr. M.D. in accordance with his 2013-2014 proposal.

#### **BACKGROUND RATIONALE:**

Not an official record; subject to change

## RFP 2012-06 School Physician

		NO 12	<u>Donatelli</u>		<u>Segretto</u>	
Annual Fee		\$	30,000.00	\$	25,000.00	
DDD (Manager) TD and						
PPD (Mantoux) TB test	per injection	\$	10.00	\$	10.00	
Td (tenanus) immunization	per injection	\$	25.00	\$	30.00	
Hepatitis B immunization	per series	1	lt = \$150.00 atric = \$75.00	\$	240.00	
Participation in CSE	per hour	\$	200.00	\$	70.00	
Telephone consultation	per hour	\$	200.00	\$	70.00	
Regular physical exam	per exam	stud	ent = \$10.00	\$	8.00	
Working paper/recertification	per exam	\$	15.00	\$	8.00	
Employee physical	per exam	\$	25.00	\$	15.00	
Bus driver physical	per exam	\$	25.00	\$	15.00	
Athletic physical	per exam	\$	15.00	\$	10.00	

## TAB #11

### South Country Central School District



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

DATE OF BOARD MEETING: July 3, 2013, Business Meeting

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: June 26, 2013

**CATEGORY OF ITEM: Action** 

TITLE: Food Service Consultant - HMB Consultants

STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Acting Superintendent of Schools, the Board of Education approves the Consulting Services Agreement with HMB Consulting to provide performance evaluation of the Food Service Management Company for the 2013-2014 school year at the rate of \$900.00 a day.

**BACKGROUND RATIONALE:** 

Not an official record; subject to change

## **Food Service Consultation Proposal**

South Country Central School District 2013-14 Academic Year

Submitted by: James V. Bigley and Heather M. Bigley

June 17, 2013

#### **HMB CONSULTANTS**

3 Douglas Lane Voorheesville, New York 12186

Ph: 518-441-6475 Fax: 518-765-9093

Emails: jamesbigley50@gmail.com

hmbigley@hmb-consultants.com

### Goals and Objectives for 2013-14:

To further enable the South Country Central School District to experience a student acceptable and positive financial food service year, HMB Consultants will evaluate the performance of the Food Service Management Company awarded the contract for the 2013-14 School Year as it relates to the requirements of the current food service contract and the updated federal regulations. Areas of concentration will include but not be limited to:

- Menu Requirements Evaluate for variety, quality, and conformity to the required items, at both the Elementary and Secondary Schools. All aspects of the Offer vs. Serve program will be reviewed as they relate to the new federal guidelines and the various fresh fruits and vegetables. Additional monitoring of compliance with the Healthy, Hunger-Free Kids Act guidelines at all levels will be paramount.
- **Meal Participation** Devise a spreadsheet that analyzes both breakfast and lunch participation per individual building and district-wide comparing the current month to the same month of the previous year. This will be broken down by free, reduced and paid meals and will include totals. This is an excellent tool to define what buildings need attention to boost participation.
- Labor Staffing Ensure that all staffing positions are maintained as per the most recent bid specifications, and that all wage increases have been received.
- Nutrition/Wellness Meetings Obtain from the District a list of proposed dates for meetings with the Wellness Committee and/or meetings with students, faculty and parents. Attend at least one such meeting to update the participants on the new regulations and meal participation on a year-to-date basis.
- Quality Assurance and Self-Review HMB Consultants will conduct an indepth analysis of the food service program. This will include an observation of each building and an evaluation of the quality and portion size of the food in comparison to the requirements in the bid specifications, especially given all of the new regulations and program enhancements. HMB will also determine how efficient each building is being operated, will look to see if the students are being served quality food on a timely basis, if all the fresh fruits and vegetables are being offered with no canned items, and if the new regulations within the new bid specifications are being implemented correctly.

This evaluation of Quality Assurance will be performed through meetings with students, faculty, and on-site observations in all buildings. The annual self-review of each building is required by NYSED prior to February 1<sup>st</sup> of each year. HMB will complete this for the South Country CSD.

- Accountability HMB Consultants will ensure that the financial information being billed monthly is accurate and results in total conformity to the specifications. An audit trail from the POS terminal to the claim forms will be performed twice annually to evaluate the accuracy of the accounting of the Food Service Management Company.
- Merchandising and Marketing Evaluate the marketing and merchandising techniques being used by the FSMC. Ensure that what was stated in the proposal is in fact being implemented and carried out within the program.
- **Profit and Loss Statement Analysis** HMB Consultants feel it is paramount that a detailed analysis of the Food Service Management Company's Profit and Loss Statement be performed to ensure that only allowable costs are being charged to the South Country Central School Districts Child Nutrition Program. Additional monitoring of the direct costs as the year progresses will allow the District to potentially make further decisions on promotions, special offerings, etc.

## **Proposed Number of Review Days:**

Ten days during the course of the year will enable a comprehensive evaluation of the Child Nutrition Programs operated by the Whitsons School Nutrition Corporation who may be awarded the contract for the 2013-14 school year.

The above-mentioned topics will provide a detailed analysis of the performance of Whitsons and meal participation levels and how those relate to the South Country's Cnetral School Districts objectives and goals as well as 100% compliance with the new contract specifications.

#### Suggested Dates:

**September 2013:** 1 Day to review the implementation of the federal guidelines for portioning and menu offerings including the new breakfast requirements for caloric intake. We will monitor the minimum grains and meat/meat alternate requirements as well as food quality, staffing requirements, accountability, merchandising, and production. Conduct a self-review of the High School. During this visit we will meet with the Food Service Director and/or Company District Manager to review any questions regarding the Profit and Loss Statement or operational areas within the new bid specifications.

**October 2013:** 1 Day to monitor all areas of the contract for compliance and review any corrective action required. Evaluate the average daily participation (ADP) and how it compares to previous months and years. Conduct a self- review of the Child Nutrition Program at one Elementary School.

**November 2013:** 1 Day to analyze the Profit and Loss Statement for October '13 to ensure all areas are clearly defined and articulated. Meet with the Food Service Director and/or Company District Manager and conduct a self-review in one Elementary School.

**December 2013:** 2 Days to monitor all areas of the contract for compliance and review any corrective action required. Evaluate the average daily participation (ADP) and how it compares to previous months and years. Conduct a self- review of the Child Nutrition Program at one Elementary building and the Middle School. Review the 3 Profit and Loss Statements of the quarter and summarize findings.

**January 2014:** 1 Day to monitor all areas of the contract for compliance and review any corrective action required. Evaluate the average daily participation (ADP) and how it compares to previous months and years. Conduct a self-review of the Child Nutrition Program via one day at an Elementary School.

**February 2014:** 1 Day to attend a Nutrition Committee Meeting and to set goals and objectives for the 2014-15 school year. Conduct a second self-review at the High School to ensure initial corrective action compliance if required.

**March 2014:** 2 Days to complete an audit of the FSMC and the financial compliance with its Profit and Loss Statement. Provide a detailed report of all findings. Review the 2<sup>nd</sup> quarter of the year, (Dec through Feb) and again evaluate all financial aspects of the program.

**April 2014:** 1 Day to follow up on any and all outstanding areas that may need to be addressed; review all areas of the contract for compliance; and make a recommendation to the Assistant Superintendent for Business for renewal or a re-bid of the Child Nutrition contract for the 2014-15 school year.

Estimated Number of Review Days = 10

### **Consulting Fees:**

HMB Consultants will provide the on-site evaluation at the rate of \$900.00 per day.

The above fee includes all expenses incurred by HMB Consultants including travel, lodging and meals. These fees do not include costs that will be incurred by the South Country Central School District such as equipment or other related expenses recommended by HMB.

Both the South Country Central School District and HMB Consultants have the right to request a change in the proposed review dates if the enclosed schedule is not suitable as written.

The South Country Central School District may request additional evaluation or additional review days, as it deems necessary.

Fees are payable as billed upon satisfactory completion of work performed.

THANK YOU FOR YOUR CONSIDERATION!

# TAB #12

# South Country Central School District



JUN 2 4 2013

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

DATE OF BOARD MEETING: 07.

07.03.13

**OFFICE OF ORIGIN:** 

**Student Support Services** 

DATE MATERIAL SUBMITTED: 06.21.13

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Da Vinci Education & Research

#### STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the service provider contract with *Da Vinci Education & Research* for the 2013 - 2014 school year at the rates attached.

#### **BACKGROUND RATIONALE:**

Agency provides independent evaluations requested by special education parents.

Not an official record; subject to change

#### 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 June, 2013 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 Da Vinci Education & Research, LLC (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 550 North Country Road, Suite B, St. James, New York 11780.

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

The term of this Agreement shall be from July 1, 2013 through August 31, 2014 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

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

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

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

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

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

#### C. 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 in accordance with the attached Schedule "A", incorporated by reference herein and made a part of this Agreement.
- 2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.
- 3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, the DISTRICT shall be responsible for payment of the fee associated with such services only in the event the DISTRICT fails to provide CONSULTANT with 24 hours notice of such absence.
- 4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
- 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 immediately terminate this Agreement without any further liability to CONSULTANT.

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

#### 2. Independent Contractor:

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

#### 3. Defense / Indemnification:

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

#### 4. Notices

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

To District:

Superintendent of Schools

189 Dunton Avenue

East Patchogue, New York 11772

To Consultant:

Da Vinci Education & Research, LLC

550 North Country Road

Suite B

St. James, New York 11780

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

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

CONSULTANT	DISTRICT	
LevryLeo		
By:	By:	



### Da Vinci Education & Research LLC Services, Staff Development and Training Packages 2013-2014

### **Services**

Home-Bound Tutoring (content area)	\$36/hr
Specialized Reading & Language instruction on-site at Da Vinci	\$100/hr
Specialized Reading & Language instruction (in district, 1:1)	\$115/session
Student/Teacher Consultation (including CSE participation)	\$135/hr
Educational Evaluations	\$1,800
Group Specialized Instruction (up to 5 students)	\$135/session
Resource Room Services (private or parochial schools)	\$135/session
Staff Development and Training Packages	
5 Day Beginner Multi-Sensory Language Course/30hrs	\$13,500
2 to 3 Hour Superintendent's Conference Day Seminar unlimited participants	\$1,800
2 to 5 Day Customized Staff Development workshops	\$2,000/day
Daily Consulting Rates	\$2,000/day per consultant

- -Workshop rates are for up to 30 participants. Additional participants will be billed at an individual rate.
- -Materials & printing are an additional cost.



\$1,200.00

\$500.00

### Dr. Thomas Rosati A.T.P

(a)

# Da Vinci Education & Research 2013-2014

#### RATE SHEET

### Services

Full Independent Assistive Technology Evaluation
This would be a standalone education based evaluation created in direct consultation with all pertinent staff, parents, and direct assessment for a specific student. It includes a comprehensive review of documents, artifacts, and facilities to best incorporate recommendations into the student's program. This may include collaboration with staff including interfacing with site visits or structured observation as "eyes and ears". A meeting with CSE or district staff either by phone or in person at a mutually agreed upon time to discuss the report will be included.

Assistive Technology Consultation \$150.00 Dr. Rosati will meet with school district personnel to discuss the specific AT needs of the student. Approx. 1 hour.

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

Assistive Technology Session with student. \$125.00 (per session: 45min.-1hr.)
1:1 with student using recommended programs/technology.
Support will be provided at our center or in-district.

# TAB #13

## South Country Central School District



JUN 2 4 2013

## **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING:

07.03.13

**OFFICE OF ORIGIN:** 

**Student Support Services** 

DATE MATERIAL SUBMITTED: 06.21.13

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Islip Tutoring Service, Inc.

#### STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the service provider contract with *Islip Tutoring Service*, *Inc.* for the 2013 - 2014 school year at the rates attached.

#### **BACKGROUND RATIONALE:**

Agency tutors hospitalized students and students placed on home instruction while awaiting a Special Education placement.

Not an official record; subject to change

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

#### **CONSULTANT SERVICES CONTRACT**

This Agreement is entered into this \( \frac{18}{0} \) day of June, 2013 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, NY 11772, and ISLIP TUTORING SERVICE, INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 955 Main Street, Suite 3, Holbrook, NY 11741.

#### A. TERM

The term of this Agreement shall be from July 1, 2013 through June 30, 2014 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

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

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

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

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

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

#### C. INSURANCE:

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

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

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

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

- 1. The DISTRICT shall pay CONSULTANT in accordance with the attached Schedule "A".
  - a. Elementary students shall receive (1) hour of instruction per day up to a maximum of five (5) hours of instruction per week;
  - b. Secondary students shall receive (2) hours of instruction per subject up to a maximum of ten (10) hours of instruction per week;
  - c. Services shall be provided at the student's home when a parent, guardian and/ or individual eighteen years of age or older is present. The presence of said parent, guardian and/ or individual eighteen years of age or older is not required in the event the student receiving instructional services is eighteen years of age or older. In the event a parent, guardian and/ or individual eighteen years of age or older is not present and is otherwise required, instruction shall be provided at an appropriate public place (i.e. library);
  - d. Sessions will not be held on days when the District is not open to students due o vacation, holiday, or other reason
- 2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice.

- 3. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
- 4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
- 5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
- 6. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

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

#### 1. Termination:

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

#### 2. Independent Contractor:

a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.

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

#### 3. Defense / Indemnification:

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

#### 4. Notices

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

### <u>DISTRICT</u>:

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

#### CONSULTANT:

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

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

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

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

ISLIP TUTORING SERVICE, INC.	SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
Date: 6/18/13	Date:



## ISLIP TUTORING SERVICE, INC.

955 Main Street – Suite 3 Holbrook, New York 11741 (631) 467-3634 Fax (631) 467-3624 www.isliptutoringservice.com

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

#### FEE SCHEDULE

Individual Rates: \*\* This is a Partial List

Regarding "Home Teaching": A "Last Minute Cancel" or "No Show" is billed for one hour of a two hour session. If instruction is scheduled for two subjects in the same day, taught by the same teacher, only one hour will be charged.

Home Teaching Individual Rate - \$44.00 per 1-hour session:

Reports: – \$44.00 per hour Testing: - \$44.00 per 1-hour

NCLB-SES Instruction: [To Be Determined]

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

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

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

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

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

Speech Evaluation: \$150.00 per Thour Evaluation as needed

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

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

Full Psycho/Educational Battery upon request

SOUTH COUNTRY CSD	TITLE	DATE:
500111 COONTRI CDD	TITEE.	177111.

13 ISLIP TUTORING SERVICE, INC. TITLE: DATE:

# TAB #14

## South Country Central School District



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

DATE OF BOARD MEETING: July, 2013 Re-Organizational Meeting

OFFICE OF ORIGIN: Office of Curriculum, Instruction and Technology

DATE MATERIAL SUBMITTED: June 20, 2013

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Acceptance of Technology Equipment from Virtual Advanced Placement Grant

#### **STAFF RECOMMENDATION:**

#### Resolution:

BE IT RESOLVED that the Board of Education approves the acceptance of instructional technology equipment provided through the Nassau/Western Suffolk BOCEC Virtual Advanced Placement Consortium Grant: 1 laptop cart, 16 Dell laptops, 16 headsets, 1 printer, 1 cartridge, 1 wireless access point, 10 Latitude tablets, 10 tablet cases, and a Latitude docking station.

**BACKGROUND RATIONALE:** This equipment will assist our Advanced Placement teachers in delivering web-based curriculum that will ultimately help us continue with AP expansion.

Jor Jack or ( Resolution ( Back up)

# INSTRUCTIONAL TECHNOLOGY TRACKING FORM VIRTUAL ADVANCED PLACEMENT GRANT 2012-2014

то:	SOUTH COUNTRY SCHOOL DISTIRCT
FROM:	NASSAU BOCES

The district listed above acknowledges that they received the following items from Nassau BOCES Virtual Advanced Placement funds.

QUANTITY:	ITEM:
1	BRETFORD LAPTOP CART
16	DELL LAPTOPS
16	HEADSETS
1	PRINTER
1	PRINTER CARTROIGE
1	WIRELESS ACCESS POINT
10	LATITUDE TABLETS (TO BE ASSIGNED TO THE STUDENTS ENROLLED IN THE APEX ADVANCED PLACEMENT COURSES)
10	LATITUDE TABLET CASES
1	LATITUDE TABLET DOCKING STATION

By signing below, I \_\_\_\_LINDA ROZZI\_\_\_\_ certify that the district agrees to all requirements regarding the use of the Virtual Advanced Placement grant funded equipment.

	, /
SIGNATURE:	DATE: /
Diucka I. Bozw	(1/20 //3
TITLE:	
Assistant Sugarentesdan	A /

Please return this completed form to:

Nassau BOCES - Model Schools 1 Merrick Avenue Westbury, NY 11590



## NASSAU BOCES Higginical Sovices

# Pickup & Delivery Work Order

	FUR: 30	uth Country CSD	
Nassau BOCES Information		Reque	ster information
WO#: 16444 Date Time: Jun 19, 2013 7:16:27AM Status: Open	Tracking #382246	Client: Rozzi ,Linda For: South Country CSI	)
WO Opened By: MGAROFAL		Phone : (631)730-1545 Building :	Ext:
Assigned To: KHUMANN Subject: Workstation Hardware		-	Rm :
		Room:	
PickUp From: Nassau BOCES One Merrick Avenu	le.	Deliver To: South Country  Administrative (	
1 Merrick Avenue		189 Dunton Ave	
Westbury	11590	East Patchogue	
		Deliver to Linda Ro Office	ozzi (631)730-1545 South Country Admin
Contact: Bob Bauman	(516)832-2819	Contact: Linda Rozz	i (631)730-1545
	Pickup and Delive	ory Details & Instructions	
Scope:			The second secon
•			
Details: Virtual Advanced Placement Grant 2012-2014			
Deliver to Linda Rozzi (631)730-1545			
South Country Admin Office 189 Dunton Avenue			
East Patchogue, NY 11772			
1–Laptop Cart			
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# TAB #15

## South Country Central School District



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

DATE OF BOARD MEETING: July 3, 2013

OFFICE OF ORIGIN: Office of Curriculum, Instruction & technology

DATE MATERIAL SUBMITTED: June 11, 2013

CATEGORY OF ITEM: Action or Report (circle one)

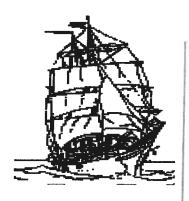
**TITLE: Dance Team Competition** 

#### STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves a field trip for the Girls' Dance Club to travel to Orlando, Florida, Wednesday, March 5, 2014 through Monday, March 10, 2014 to compete in a national dance competition. (There is no cost to District for this trip)

#### **BACKGROUND RATIONALE:**

Not an official record; subject to change



## SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

189 N. Dunton Avenue East Patchogue, N.Y. 11772

**Dr. Howard M. Koenig**Interim Superintendent of
Schools

Mrs. Linda J. Rozzi
Assistant Superintendent for
Curriculum, Instruction &
Technology

#### **MEMORANDUM**

TO: Dr. Howard M. Koenig

FROM: Linda J. Rozzi

DATE: June 11, 2013

RE: Dance Team, Orlando FL

Attached is a field trip application form that I received from Mr. Hogan on June 11, 2013 for Bellport High School dance team to attend the National Dance Alliance Competition in Orlando, FL on March 5, 2014 – March 10, 2014. This is an overnight field trip and will require BOE approval.

The dance team members will be fundraising for this competition and will pay the remaining fees; there is no cost to the district for this competition.

# BOARD OF EDUCATION PRESIDENT Julio Morales

VICE PRESIDENT Owen Durney

Victor Correa Lisa Di Santo Grossman Marian McKenna Jeannette Mistler Chris Picini Rob Powell

Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

#### **ADMINISTRATIVE OFFICES**

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1516
FAX: (631) 286-6394
www.southcountry.org

INTERIM SUPERINTENDENT OF SCHOOLS Dr. Howard Koenig

ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION & TECHNOLOGY

> MRS. LINDA J. ROZZI 631-730-1540 FAX 631-286-4436

Received

FIELD TRIP APPLICATION JUN 1 1 2013
Day Trip Overnight Trip
Today's Date: 6/4//3  South Country Central School District Office of Educational Services
Name of Group: Bellport Dance Team
Destination & Address: Hard Rock Live, Orlando, Florida
NDA (Notional Dance Alliance) National Champions
Date of Trip: 3/5/19 - 3/10/14
Departure Time: 3:00 m peparture Location: Belloof High School
Return Time: 3/10/14 Return Location: Beliport High School
If applicable please attach the following to demonstrate the connection to our educational
programs.
<ol> <li>Any tests, quizzes, or other forms of assessments related to what students will learn from the field trip.</li> </ol>
<ol> <li>The lesson plans and materials you will be using prior to the field trip for students to build knowledge.</li> </ol>
3. Please articulate in writing specific goals you have established regarding what you
expect students will learn by attending this trip.  4. Copy of the parental permission slip for field trip.
# 7 ^ -
Number of Students Attending: 13 Cost per Student: \$ 1,000 Fundraised
Cost to District: \$ Cost to District pays for:
How many subs needed Cost of subs to the district \$
Teacher' Name & Cell phone number: Kristen Olsen

101-233HOE

Chaperones: Kelly Olsen Brittany 1	lunzlata
or parents) team parents	
Emergency contact information for Chaperones:	203
Transportation: (Check one)	
TrainDistrict Bus	
OvernightBoard Approval Required	
Detailed Itinerary: (include all locations other than destination – This infor helpful in case of an emergency contact for you or a member of your trip) Attach additional sheet if necessary	mation will be
	7
Approval By: R M Salegue Applice Diretar  Department Chairman/Assistant Principal	6/5/17
Tur Hoar	1/1/13
Principal	Date
Assistant Superintendent State Committee Commi	4/11/13
Assistant Superintendent for Curriculum, Instruction & Technology	
Assistant Superintendent for Business	6·17-/3 Date
Supposintandora of Salah Marine	6/18/13
Superintendent of Schools	Date

#### Detailed Itinerary:

The Bellport High School Dance Team would like to attend the National Dance Alliance (NDA)

National Championship in Orlando, Florida on March 5, 2014-March 10, 2014. We would like to leave
the high school parking lot on March 5<sup>th</sup>, after school and we will go to the airport. We will fly to the
MCO Orlando Airport in Florida. When we get there, we check in and go to sleep.

Thursday, March 6<sup>th</sup>, the team has assigned practice time on the nationals floor. This is their preparation day for the national championship to begin. If the team does not practice this day, they will not be able to do their dances at Florida until the actual competition starts.

Friday, March 7<sup>th</sup>, the team will perform at the Pre-lims category. Saturday, March 8<sup>th</sup>, the team will also perform at the Pre-lims category for other divisions. In the evening, the team will practice for the finals category if they made finals.

Sunday, March 9<sup>th</sup>, the team will perform in the Finals category, if they advanced on from the Pre-lims category. This event runs until 9pm so we are unable to fly out that night.

Monday, March 10<sup>th</sup>, the team will fly home in the evening to be home in time for school on Tuesday, March 11<sup>th</sup>. The team sleeps at the same resort/hotel and we are together on the flight and vans down in Florida. Parents are there as chaperones but the team and coaches stay together the entire 6 days.

BOARD OF EDUCATION PRESIDENT Julio Morales

VICE PRESIDENT
Owen Durney

Victor Correa
Lisa Di Santo Grossman
Marian McKenna
Jeannette Mistler
Chris Picini
Rob Powell
Barbara Schatzman

## South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

#### **ADMINISTRATIVE OFFICES**

189 DUNTON AVENUE EAST PATCHOGUE, NEW YORK 11772 (631) 730-1510 FAX: (631) 286-6394 www.southcountry.org INTERIM SUPERINTENDENT OF SCHOOLS Or Howard Koenig

ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION & TECHNOLOGY

> MRS. LINDA J. ROZZI 631-730-1540 FAX 631-286-4436

## **CHAPERONE SIGNATURE FORM**

DATE OF TRIP 3/5/14-3/10/19

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): Kristen Olsen
CONTACT INFORMATION:
SIGNATURE: Kitm Olsm
DATE: 6/4/13

# TAB #16

BROOKHAVEN ELEMENTARY SCHOOL INVENTORY

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# JUNE, 2013 DISCARDS

# TAB #17

## South Country Central School District



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

DATE OF BOARD MEETING: July 3, 2013, Business Meeting

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: June 28, 2013

**CATEGORY OF ITEM: Action** 

TITLE: Fire Alarm System Inspection & Repair Bid - Key Signals, Inc.

### STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Acting Superintendent of Schools, the Board of Education selects Key Signals, Inc. to provide Fire Alarm System Inspection and Repair for the South Country Central School District for the 2013-2014 fiscal year in accordance with the bid 2012-08.

### **BACKGROUND RATIONALE:**

Not an official record; subject to change

Bid 2012-08 Fire Alarm System Inspection & Repair bid June 28, 2013 @ 11a

		T		
Key Signals Inc.	\$ 909.00	\$ 99.00	\$ 144.00	40%
Unit	Per building	Per Hour	Per Hour	%
Service	Annual Inspection	Repair and/or Service Hourly Rate	Repair and/or Service Overtime Rate	Repair and/or Service % Mark-Up Added to a Wholesale Cost

# TAB #18

			BO/	SOUTH COUNTRY CENTRAL SCHOOL DISTRICT	TH COUNTRY CENTRAL SCHOOL DISTRICT	AGENDA	DISTRICT	2043				П
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၂	Staff Member		7		Tenure Area	Tenure Date	Salary Info	Rate	Funding	Effective Date	Ending Date	lo.
			Music		n/a	n/a	As per BTA Contract	\$7,370.00	A-2021-150	07/04/13	06/30/14	DSW
			Reading Gr 6 - 12 & Annual ESL Appointment		n/a	n/a	As per BTA Contract	\$7,370.00	A-2021-150	07/04/13	06/30/14	BHS BMS
		Chair person	Science	Annual Appointment	n/a	n/a	As per BTA Contract	\$7,370.00	A-2021-150	07/04/13	06/30/14	BHS BMS
		Chair person	Social Studies	Annual Appointment	n/a	n/a	As per BTA Contract	\$7,370.00	A-2021-150	07/04/13	06/30/14	BHS BMS
		Chair person	Special Education	Annual Appointment	n/a	n/a	As per BTA Contract	\$7,370.00	A-2021-150	07/04/13	06/30/14 DSW	DSW
		Literacy Coach	Not to urs.		n/a	n/a	As per BTA Contract	\$59.00 per hour	Title Grant-TBD	07/15/13	07/15/13 BRK	BRK
		Literacy Coach	Not to	Appointment	n/a	n/a	As per BTA Contract	\$59.00 per hour	Title Grant-TBD	07/12/13	07/12/13 BRK	BRK
		Literacy Coach	Summer ELA Pacing Guide Revisions for <i>Grades K-5.</i> Not to exceed 25 hours.	Annual Appointment	n/a	n/a	As per BTA Contract	\$59.00 per hour	Title Grant-TBD	07/11/13	07/11/13 BRK	BRK
	-	Teacher	Not ours. 1	Annual Appointment	n/a	n/a	As per BTA Contract	\$59.00 per hour	Title Grant-TBD	07/15/13	07/15/13 BRK	BRK
		Teacher	Summer ELA Pacing Guide Revisions for Kindergarten. Not to exceed 5 hours. 2 of 3	Annual Appointment	n/a	n/a	As per BTA Contract	\$59.00 per hour	Title Grant-TBD	07/15/13	07/15/13 BRK	BRK

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he Board of Ed	Reason	Annual Appointment	Annual Appointment	Annual Appointment	Annual Appointment	Annual Appointment	Annual Appointment	Annual Appointment
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			Ending Date	07/10/13 BRK	07/10/13 BRK	07/10/13 BRK	07/09/13 BRK	07/09/13 BRK	07/08/13 BRK	07/08/13 BRK
		rvice Law	Effective Date	07/10/13	07/10/13	07/10/13	07/09/13	07/09/13	07/08/13	07/08/13
		The Superintendent of Schools recommends the Board of Education approve the following in accordance with Education Law and Civil Service Law	Funding	Title Grant-TBD	Title Grant-TBD	Title Grant-TBD	Title Grant-TBD	Title Grant-TBD	Title Grant-TBD	Title Grant-TBD
	2013	nce with Educa	Rate	\$59.00 per hour	\$59.00 per hour	\$59.00 per hour	\$59.00 per hour	\$59.00 per hour	\$59.00 per hour	\$59.00 per hour
L DISTRICT	A FOR July 3,	ing in accorda	Salary Info	As per BTA Contract	As per BTA Contract	As per BTA Contract	As per BTA Contract	As per BTA Contract	As per BTA Contract	As per BTA Contract
AL SCHOO	EL AGEND	the follow	Tenure Date	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SOUTH COUNTRY CENTRAL SCHOOL DISTRICT	N PERSONN	tion approve	Tenure Area	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SOUTH COU	BOARD OF EDUCATION PERSONNEL AGENDA FOR July 3, 2013	the Board of Educa	Reason	Annual Appointment	Annual Appointment	Annual Appointment	Annual Appointment	Annual Appointment	Annual Appointment	Annual Appointment
	ВО	noois recommends	Action	Summer ELA Pacing Guide Revisions for <i>Grade</i> 3. Not to exceed 5 hours. 1 of 3	Summer ELA Pacing Guide Revisions for Grade 3. Not to exceed 5 hours. 2 of 3	Summer ELA Pacing Guide Revisions for Grade 3. Not to exceed 5 hours. 3 of 3	Summer ELA Pacing Guide Revisions for <i>Grade</i> 4. Not to exceed 5 hours. 1 of 2	Summer ELA Pacing Guide Revisions for Grade 4. Not to exceed 5 hours. 2 of 2	Summer ELA Pacing Guide Revisions for Grade 5. Not to exceed 5 hours. 1 of 2	Summer ELA Pacing Guide Revisions for <i>Grade</i> 5. Not to exceed 5 hours. 2 of 2
	rintondont of Co	rintendent of Sc	Position	leacher	Teacher	Teacher	Teacher	Teacher	Teacher	Teacher
	The Circuit	adne all i	Staff Member							
			9	ე _	32	33	34	35	36	37

				SOUTH COUN	UTH COUNTRY CENTRAL SCHOOL DISTRICT	IL SCHOOL	DISTRICT					
			BO,	BOARD OF EDUCATION PERSONNEL AGENDA FOR July 3, 2013	N PERSONNE	L AGEND	A FOR July 3, 2	013				
	The Supe	rintendent of Sc	The Superintendent of Schools recommends the Board of Education approve the following in accordance with Education Law and Civil Service Law:	the Board of Educat	tion approve	the followi	ng in accordan	ce with Educa	ion Law and Civil Se	rvice Law:		
;						Tenure				Effective	Endina	T
S	Staff Member	Position		Reason	Tenure Area	Date	Salary Info	Rate	Funding			Loc.
88		Teacher-	IEP Instructional	New IEP	n/a	n/a	As per BTA	\$58.59 per	A-2250-150-4005	[	5	BMS
		Reading	Services-Reading.	recommendations				hour				?
			Increase total # of									
			hours to 58. (orig.									
33		Teacher-	total	Summer Services-	n/a	n/a	As per BTA	\$58.59 per	A-2250-150-4005	7/1/13	8/30/13	RMS
		Special	for summer IEP	Direct Consultant			Contract					2
		Education	Instructional									
]			Services									
9		Teacher-	hours total	Summer Services-	n/a	n/a	As per BTA	\$54.97 per	A-2250-150-4005	7/1/13	8/30/13	BMS
		Special	for summer IEP	Direct Consultant			Contract	hour				2
		Education	Instructional									
_			Services									
4		Teacher-	Co-Teacher for	Summer School	n/a	n/a	As per BTA	\$38.37 per	A-2250-150-4005	7/10/13	8/9/13	BMS
_		Special	Autistic/Life Skills				Contract	hour				
		Education	Students (8:1+3) for									
			a total of 15 days.									
42		Teacher-Social	Teacher-Social Up to 42 hours total	Summer Services-	n/a	n/a	As per BTA	\$45.00 per	A-2250-150-4005	7/1/13	8/13/13	BMS
		Studies	for summer IEP	Direct Consultant			Contract					
15			Instructional							T		
გ გ		Substitute	1	Appointment	n/a	n/a	n/a	\$11.00 per	A-1620-165	6/12/13	6/12/13	MSQ
		Custodian						hour			·	
4		Substitute	•	Annual	n/a	n/a	n/a	\$13.00 per	A-1620-165	7/4/13	06/31/14 DSW	SW
	31.	Clerical		Appointment			77					