

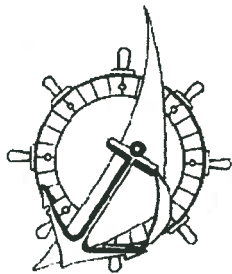
**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION BUSINESS MEETING**

**CENTRAL OFFICE**

**WEDNESDAY, FEBRUARY 11, 2015**

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

- A. Call to Order
  - Executive Session (*if necessary*)
  - Pledge of Allegiance
- B. Emergency Evacuation Procedures
  - Smoke Free School District
- C. Board Consent Agenda – Approvals
  - 1. NYSSBA Capital Conference 2015 Page # 2
- D. Communications and Announcements
  - 1. Board Excellence Awards
  - 2. Superintendent’s Report
  - 3. Trustee and Advisory Committee Reports
- E. Public Commentary (Agenda Items Only)
- F. Items for Discussion/Action
  - 1. Foreign Exchange Students Page #6
  - 2. Landfill Liaison Committee Page # 7
- G. Board Consent Agenda – Curriculum and Instruction
  - 1. CSE/SCSE Minutes Page #10
  - 2. CPSE Minutes Page # 11
- H. Board Consent Agenda – Personnel Page #12
  - 1. Resignations and Leave of Absences
  - 2. Non-Instructional Appointments
  - 3. Long-Term Substitutes
  - 4. Salary Schedule Changes/Adjustments
  - 5. Additional Work
  - 6. Change in Tenure Date
  - 7. Substitutes
- I. Board Consent Agenda – Business
  - 1. Scholarship Donation- Lifetouch School Portraits Page # 15
  - 2. Technology Items for Discard Page #18
  - 3. Health Services Contract: Bay Shore Union Free School District Page # 19
  - 4. Memorandum of Agreement with BTA Page #25
  - 5. Special Education Services Contract- Three Village Central School District Page # 28
- J. Public Commentary (Non-Agenda Items)
- K. Closing Remarks by Board Members
- L. Adjournment



**South Country  
Central School District**

**BOARD OF EDUCATION AGENDA MATERIAL**

**DATE OF BOARD MEETING:** February 11, 2015  
**OFFICE OF ORIGIN:** District Clerk  
**DATE MATERIAL SUBMITTED:** January 30, 2015  
**CATEGORY OF ITEM:** Action

**TITLE: NYSSBA Capital Conference 2015**

**STAFF RECOMMENDATION: To approve the following:**

**RESOLVED**, the Board of Education hereby approves Trustee Chris Picini to attend NYSSBA's 2015 Capital Conference, March 15-16, 2015 at the Hilton Albany, at a total cost to the District not to exceed \$400.

*Not an official record; subject to change*

# Connect. Engage. Act.

## The <sup>2015</sup> Capital Conference

MARCH 15-16, 2015 • HILTON ALBANY

Get practical advice, tips and information to **effectively advocate** for **your school district** and **students** in Albany and at home.

Complimentary for  
NYSSBA members.



New York State  
School Boards  
Association

**SUNDAY, MARCH 15**

**11:00 a.m. – 12:30 p.m. Registration**

**12:30 – 1:30 p.m.**

**Conference Kick-off**

Introduction: Julie Marlette, *NYSSBA Director of Governmental Relations*

Welcome: Lynne Lenhardt, *NYSSBA President*

Mission Overview: Timothy G. Kremer, *NYSSBA Executive Director*

**1:30 – 1:45 p.m.**

**Break**

**1:45 – 3:15 p.m.**

**Get Ready to Lobby**

Review priority items with NYSSBA staff and prepare for your lobby meetings on Monday.

**3:15 – 3:30 p.m.**

**Break**

**3:30 – 4:15 p.m.**

**State Budget Update and Commentary**

Hear from the NYS Education Department on their budget proposal, their reaction to the executive budget and legislative priorities.

**4:15 – 4:30 p.m.**

**Break**

**4:30 – 5:30 p.m.**

**Legislative Insider**

Hear from legislators involved with budget negotiations and receive an “insiders” perspective on the budget process and the specifics of the 2015 budget.

**5:30 – 6:30 p.m.**

**Reception**

**6:30 p.m.**

**Dinner and Awards**

Help us recognize NYSSBA’s Advocates of the Year.

**MONDAY, MARCH 16 – LOBBY DAY**

*Take all you’ve learned, head up the hill and meet your state representatives!*

**8:00 – 8:30 a.m.**

**Registration and Breakfast**

**8:30 – 10:00 a.m.**

**Education Policy & Politics**

Hear about the topics in Albany and how the current climate impacts decision making.

**10:00 a.m. onward**

**Legislative Appointments**

Remember: please schedule your appointments in advance and allow plenty of time to get to your appointments and go through security.








# The <sup>2015</sup> Capital Conference

# REGISTRATION

## 3 CONVENIENT WAYS TO REGISTER

-  **Register Online** at [www.nyssba.org/events](http://www.nyssba.org/events)
-  **Fax** the completed registration form to NYSSBA at 518-783-3541
-  **Mail** the completed form to the New York State School Boards Association, 24 Century Hill Drive, Suite 200, Latham, NY 12110-2125

## ATTENDEE INFORMATION

*Please print clearly. This form may be duplicated.*

School District/Organization \_\_\_\_\_

Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ Contact Name \_\_\_\_\_

Attendee Name \_\_\_\_\_ Position \_\_\_\_\_

Badge Nickname \_\_\_\_\_ Email \_\_\_\_\_

State Legislator(s) \_\_\_\_\_

## PROGRAM DAYS

*Please indicate the program days and meals you will attend.*

DATE	PROGRAM	DATE	PROGRAM
March 15	<input type="checkbox"/> Capital Conference – Sunday <input type="checkbox"/> Sunday Reception and Dinner	March 16	<input type="checkbox"/> Capital Conference – Lobby Day – Monday <input type="checkbox"/> Lobby Day Breakfast

**Registration Deadline: March 6, 2015. • This event is complimentary for NYSSBA members only.**

## SPECIAL NEEDS

- Please check here if you require special accommodations or special meals. Contact us or attach a written description.

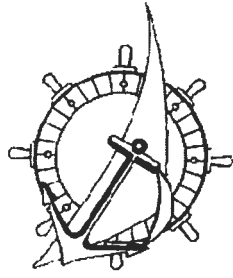
## HOTEL INFORMATION

**Need a room?** Contact the Hilton Albany, 40 Lodge Street, Albany, NY 12207, 518-462-6611, or [www.hiltonalbany.com](http://www.hiltonalbany.com); \$174 single or double; enter group booking code 1SBA. Book your hotel reservations by February 24, 2015. After that, reservations will be taken on an availability basis. Contact the Hilton Albany directly. Mention the NYSSBA 2015 Capital Conference.

**For more information, contact the New York State School Boards Association at (518) 783-0200 or 1-800-342-3360 or via email at [info@nyssba.org](mailto:info@nyssba.org)**



New York State  
School Boards  
Association



**South Country  
Central School District**

**BOARD OF EDUCATION AGENDA MATERIAL**

**DATE OF BOARD MEETING:** February 11, 2015  
**OFFICE OF ORIGIN:** Central Registration  
**DATE MATERIAL SUBMITTED:** February 4, 2015  
**CATEGORY OF ITEM:** Action  
**TITLE:** Foreign Exchange Students

**STAFF RECOMMENDATION: To approve the following:**

**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the enrollment of foreign exchange students as noted on the attached confidential schedule.

*Not an official record; subject to change*

**CONFIDENTIAL SCHEDULE**

RESOLUTION SUBMISSION

MEETING OF: JUNE 14, 2011

RESOLUTION NO. 2011-546

MOVED BY: SUPERVISOR MARK LESKO &  
COUNCILMEMBER: CONSTANCE KEPERT, District No. 4  
REVISION

SHORT TITLE: AUTHORIZATION TO CREATE AND APPOINT MEMBERS TO THE  
TOWN OF BROOKHAVEN LANDFILL LIAISON COMMITTEE

DEPARTMENT: WASTE MANAGEMENT

REASON: The creation and appointment of members to the Town of Brookhaven Landfill  
Liaison Committee

PUBLIC HEARING REQUIRED: NO

DEPARTMENT OF FINANCE APPROVAL: NO  
DOLLARS INVOLVED: None

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SEQRA REQUIRED: no  
DETERMINATION MADE: POSITIVE NEGATIVE  
FEIS/FINDINGS FILED:

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EXECUTION OF DOCUMENT REQUIRED:  
JLY:sj

Present	Absent		Motion	Aye	No	Abstain	Not Voting
		Councilmember Fiore-Rosenfeld					
		Councilmember Bonner					
		Councilmember Walsh					
		Councilmember Kepert	1				
		Councilmember Mazzei					
		Councilmember Panico					
		Supervisor Lesko	2				

**ADOPTED**  
BY THE BROOKHAVEN TOWN BOARD

RESOLUTION NO. 2011-546  
MEETING OF: JUNE 14, 2011

AUTHORIZATION TO CREATE AND  
APPOINT MEMBERS TO THE TOWN OF  
BROOKHAVEN LANDFILL LIAISON  
COMMITTEE

WHEREAS, the Town of Brookhaven owns, operates, and maintains the Brookhaven Landfill Complex located at 350 Horseblock Road, Yaphank, New York; and

WHEREAS, the community surrounding the Landfill Complex has expressed a desire to understand the operations of the landfill complex; and

WHEREAS, both the Town of Brookhaven and the surrounding community wish to establish a reliable, accurate and expedient means of communication between the Department of Waste Management and the community surrounding the landfill complex; and

WHEREAS, the Town Board of the Town of Brookhaven finds that the creation of the Landfill Liaison Committee will provide improved communication between the Town, the Department of Waste Management and the Community; and

WHEREAS, the Landfill Liaison Committee shall meet at least once quarterly with representatives from the Town of Brookhaven Supervisor's Office, the Town Council, and the Department of Waste Management to provide a forum for an open dialog of community concerns and updates regarding relevant landfill operations;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Brookhaven that the Landfill Liaison Committee shall be created and the following organizations may designate one representative and one alternate to be appointed to the Landfill Liaison Committee effective immediately, at no cost to the Town:

LIST OF ORGANIZATIONS:

1. Affiliated Brookhaven Civic Organization
2. Bellport Teachers Association
3. Brookhaven Fire Department
4. Brookhaven Fire District
5. Brookhaven Industrial Group
6. Brookhaven Village Association
7. Citizens Campaign for the Environment
8. Fire Place History Club
9. South Country Ambulance
10. South Country Board of Education
11. South Country School District
12. South Haven Residents
13. South Yaphank Civic Association
14. Stony Brook Waste Management Institute
15. Yaphank Taxpayers and Civic Association
16. Greater Bellport Coalition



# South Country Central School District



## BOARD OF EDUCATION AGENDA MATERIALS

**DATE OF BOARD MEETING:** 2/11/2015

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

**DATE MATERIAL SUBMITTED:** 2/3/2015

**CATEGORY OF ITEM:** Action

*Approved*

**TITLE:** *CSE, SCSE & CPSE Recommendations*

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

### G.1.

CSE/SCSE	006702470	CSE/SCSE	121100000
CSE/SCSE	006801595	CSE/SCSE	006701752
CSE/SCSE	073030005	CSE/SCSE	062080006
CSE/SCSE	006801566	CSE/SCSE	122231786
CSE/SCSE	006701426	CSE/SCSE	006701695
CSE/SCSE	052720004		

### G.2.

CPSE	122230688	CPSE	122241456
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# South Country Central School District



## BOARD OF EDUCATION AGENDA MATERIALS

**DATE OF BOARD MEETING:** February 11, 2015

**OFFICE OF ORIGIN:** Student Support Services

**DATE MATERIAL SUBMITTED:** February 2, 2015

**CATEGORY OF ITEM:** Action

**TITLE:** CSE/SCSE Recommendations

### **STAFF RECOMMENDATION:**

<b>Date:</b>	<b>Location:</b>	<b># of Students</b>
01/30/15	Bellport High School	1
01/29/15	Bellport High School	3
01/22/15	BOCES	1
01/21/15	Bellport High School	4
01/21/15	BOCES	1
01/16/15	Bellport High School	1

**BACKGROUND RATIONALE:** Recommendation of the CSE/SCSE

*Not an official record; subject to change*

# *South Country Central School District*



## **BOARD OF EDUCATION AGENDA MATERIALS**

**DATE OF BOARD MEETING: 2/11/15**

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

**DATE MATERIAL SUBMITTED: 02/2/15**

**CATEGORY OF ITEM: Action**

**TITLE: CPSE Recommendations**

### **STAFF RECOMMENDATION:**

<b>Date of CPSE meeting</b>	<b>No. of Students</b>
1/21/15	2

**BACKGROUND RATIONALE: Recommendations of the CPSE**

*Not an official record; subject to change*

**Memo To:** Dr. Joseph Giani, Superintendent of Schools  
**From:** Nelson C. Briggs, Assistant Superintendent for Human Resources  
**Date:** February 4, 2015  
**Subject:** Human Resources Personnel Changes February 11, 2015

Administration recommends approval of the following changes in Personnel:

#### H.1 Approve Resignations and Leave of Absences

Resignations					
No.	Unit	Name	Assignment	Effective Date	Reason
1.1	BTA		Teacher-Music/BHS	06/30/15	Retirement
1.2	BTA		Teacher-Special Education/BHS	06/30/15	Retirement
1.3	BTA		Teacher-Science/BHS	06/30/15	Retirement
1.4	BTA		Teacher-Music/BMS	06/30/15	Retirement
1.5	BTA		Teacher-Special Education/BMS	06/30/15	Retirement
1.6	BTA		Teacher-Elementary/BRK	06/30/15	Retirement
1.7	BTA		Teacher-Elementary/FPL	06/30/15	Retirement
1.8	BTA		Teacher-Physical Education/FPL	06/30/15	Retirement
1.9	BTA		Teacher-Speech/FPL & BHS	06/30/15	Retirement
1.10	BTA		Teacher-Physical Education-VWC	06/30/15	Retirement
1.11	CSEA		Clerk Typist/BHS	06/30/15	Retirement
1.12	CSEA		Computer Lab Assistant/BHS	06/30/15	Retirement
1.13	CSEA		Custodial Worker/BHS	07/31/15	Retirement
1.14	CSEA		Clerk Typist (10 months)/VWC	06/27/15	Retirement
1.15	CSEA		Clerk Typist (10 months)/BMS	06/30/15	Retirement
1.16	CSEA		Chief Custodian/BMS	08/31/15	Retirement
1.17	CSEA		Custodial Worker/BRK	06/30/15	Retirement
Leave of Absences					
No.	Unit	Name	Assignment	Effective Date	Reason
1.18	BTA		Teacher-Special Education/BRK	02/23/15-TBD	Child bearing
1.19	BTA		Teacher-Elementary/FPL	03/01/15-06/30/15	Child rearing

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

Full-Time						
No.	Unit	Name	Assignment	Effective Date	Salary	Replacing
2.1	BTAA		Special Education Aide/KRM	TBD	\$13.22/hr.	New

#### H.3 Approve Long-Term Substitutes

Full-Time						
No.	Unit	Name	Assignment	Effective Date	Salary	Replacing
3.1	NC		Teacher-Elementary/FPL	03/01/15-06/30/15	\$47,505 <i>(B1 prorated-no benefits)</i>	
3.2	NC		Teacher-Science/BHS	02/23/15-TBD	\$115/day	

#### H.4 Approve Salary Schedule Changes/Adjustments

No.	Unit	Name	Position/Building	Effective Date	From	To
4.1	BTA		Teacher/BHS	09/01/14	\$55,343 (M1)	\$57,954 (M15/1)

#### H.5 Approve Additional Work

ESL Academy Workshop Instructors					
STLE GRANT					
No.	Unit	Name	Assignment	Effective Dates	Stipend
5.1	BTA		ESL Teacher to present a series of ESL Academy Workshops. Not to exceed a total of 10 hours	02/26/15-03/26/15	\$51.00/hr.
5.2	BTA		ESL Teacher to present a series of ESL Academy Workshops. Not to exceed a total of 10 hours	02/26/15-03/26/15	\$51.00/hr.

**H.6 Approve Change In Tenure Date**

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Effective Date</i>	<i>Reason</i>
6.1	BTAA		Teaching Assistant/KRM	01/17/16	Start Date

**H.7 Approve Substitutes**

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Effective Date</i>	<i>Rate of Pay</i>
7.1	NC		Substitute-Clerk Typist/DSW	02/12/15-06/30/15	\$13.00/hr.

**LEGEND**

BHS = Bellport High School  
 BMS = Bellport Middle School  
 FPL = Frank P. Long Intermediate  
 BRK = Brookhaven Elementary

**Schools/Buildings**

VWC = Verne W. Critz Elementary  
 SHS = South Haven School  
 SSS = Student Support Services  
 DSW = District Wide

**Unit/Group**

BTA = Teachers  
 BTAA = TA/Aides/Monitors  
 SCAA = Directors/Principals/AP  
 SEC = Security  
 CSEA = Clerical/B&G/Nurses  
 STU = Student Worker  
 VOL = Volunteer  
 NC = Non Contractual



# *South Country Central School District*



## **BOARD OF EDUCATION AGENDA MATERIALS**

**DATE OF BOARD MEETING: February 11, 2015**

**OFFICE OF ORIGIN: Business Office**

**DATE MATERIAL SUBMITTED: February 2, 2015**

**CATEGORY OF ITEM: Action**

1. Donation of \$1000 from Lifetouch School Portraits for scholarships
2. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby declares any and all outdated technology equipment and supplies purchased prior to fiscal year 2014-2015 that no longer have an educational or work usefulness to students or staff as surplus and to be disposed of in the best interest of the district.
3. Health Services Contract with Bay Shore Union Free School District
4. Memorandum of Agreement with BTA
5. Special Education Services Contract- Three Village Central School District



515 Smith Street  
Farmingdale, NY 11735

01/29/2015

Dear Ms. Goodman,

On behalf of Lifetouch School Portraits we are pleased to present your school with the enclosed Scholarship checks totaling \$1,000.00.

Please accept these Scholarship checks with our sincere thanks for your continued partnership and loyalty.

Best Regards,

A handwritten signature in black ink that reads "David Greenberg". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

David Greenberg  
Sales Manager  
Lifetouch School Portraits

Lifetouch National School Studios

Vendor #: 84919 Check Date: 01/22/15

Invoice #	PO #	Invoice Date	Gross Amount	Discount Amount	Net Amount Paid
OV 454081Q0	OV COMM	01/21/15	\$500.00	\$0.00	\$500.00
<b>TOTALS:</b>			<b>\$500.00</b>	<b>\$0.00</b>	<b>\$500.00</b>

Detach at Perforation Before Depositing Check

THE FACE OF THIS CHECK HAS A BLUE BACKGROUND AND MICROPRINTING IN THE BORDER. SEE BACK FOR ADDITIONAL SECURITY FEATURES.



Lifetouch National School Studios  
11000 Viking Drive  
Eden Prairie, MN 55344

Wells Fargo Bank, N.A.  
115 Hospital Drive  
Van Wert, OH 45891  
56-382/412

Date  
01/22/2015

Number  
[Redacted]

\$500.00

Amount  
\$ \*\*\*\*\*500.00

PAY EXACTLY *Five Hundred and 00/100 Dollars*

PAY  
TO THE  
ORDER  
OF

SOUTH COUNTRY SCHOOL DIST  
205 BEAVER DAM RD  
BROOKHAVEN NY 11719-9751

\*See Reverse Side For Easy Opening Instructions\*



Lifetouch National School Studios  
11000 Viking Drive  
Eden Prairie, MN 55344

SOUTH COUNTRY SCHOOL DIST  
205 BEAVER DAM RD  
BROOKHAVEN NY 11719-9751

Patent Number US 7,975,904 B2

49665

Lifetouch National School Studios

Vendor #: 84919 Check Date: 01/23/15

Invoice #	PO #	Invoice Date	Gross Amount	Discount Amount	Net Amount Paid
OV 454081Q0-	OV COMM	01/22/15	\$500.00	\$0.00	\$500.00
<b>TOTALS:</b>			<b>\$500.00</b>	<b>\$0.00</b>	<b>\$500.00</b>

Detach at Perforation Before Depositing Check

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Lifetouch National School Studios  
11000 Viking Drive  
Eden Prairie, MN 55344

Wells Fargo Bank, N.A.  
115 Hospital Drive  
Van Wert, OH 45891  
56-382/412

Date  
01/23/2015

Number  
[REDACTED]

\$500.00

Amount  
\$ \*\*\*\*\*500.00

PAY EXACTLY *Five Hundred and 00/100 Dollars*

PAY  
TO THE  
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SOUTH COUNTRY SCHOOL DIST  
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Lifetouch National School Studios  
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SOUTH COUNTRY SCHOOL DIST  
205 BEAVER DAM RD  
BROOKHAVEN NY 11719-9751

# *South Country Central School District*



## **BOARD OF EDUCATION AGENDA MATERIALS**

**DATE OF BOARD MEETING: February 11, 2015**

**OFFICE OF ORIGIN: Business Office**

**DATE MATERIAL SUBMITTED: February 2, 2015**

**CATEGORY OF ITEM: Action**

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby declares any and all outdated technology equipment and supplies purchased prior to fiscal year 2014-2015 that no longer have an educational or work usefulness to students or staff as surplus and to be disposed of in the best interest of the district.



## HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 21<sup>st</sup> day of January, 2015, by and between the BOARD OF EDUCATION OF THE BAY SHORE UNION FREE SCHOOL DISTRICT ("BAY SHORE"), as the party of the first part, having its principal place of business at 75 West Perkal Street, Bay Shore, New York 11706 and the BOARD OF EDUCATION OF THE SOUTH COUNTRY CENTRAL SCHOOL DISTRICT ("SOUTH COUNTRY") as the party of the second part, having its principal place of business at 189 North Dunton Avenue, East Patchogue, New York, 11772.

### WITNESSETH

**WHEREAS**, the SOUTH COUNTRY School District has been duly empowered by the provision of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in the SOUTH COUNTRY School District and attending non-public schools in the Bay Shore Union Free School District;

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

1. This Agreement shall take effect on the 21<sup>st</sup> day of January, 2015 for the period of September 2, 2014 through June 30, 2015, and terminate on June 30, 2015, unless terminated earlier in accordance with the terms set forth herein.
2. If requested by a non-public school located within BAY SHORE, BAY SHORE shall provide health and welfare services to the pupils who attend such non-public school and who reside within the SOUTH COUNTRY School District. The health and welfare services provided by BAY SHORE shall be consistent with the services available to students attending public schools within the BAY SHORE UNION FREE SCHOOL DISTRICT; and may include, but are not limited to:
  - a. Nurse Services
  - b. Physician/Dental Services
  - c. School Speech Correction Services
  - d. School Psychological Services
  - e. School Social Work Services
  - f. Examinations for Participants in Athletics
  - g. Notification of Parents Regarding Defect and Follow-Up
  - h. Vision and Hearing Tests
  - i. First Aid Supplies and Health Record Forms
  - j. Provision of Medical Equipment Required by School Nurse/Physician

BAY SHORE shall be responsible for the cost of the equipment to be used in providing such services. It is expressly understood and agreed between the

parties that BAY SHORE may not provide such services to pupils attending non-public schools that are not available to the public school students enrolled in BAY SHORE UNION FREE SCHOOL DISTRICT; and the services to be provided pursuant to this Agreement shall not include any teaching services. BAY SHORE shall make its personnel available to SOUTH COUNTRY for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. SOUTH COUNTRY shall notify BAY SHORE of the need for its presence at these meetings no later than twenty-one (21) days before the date of the meeting. Copies of all observation and testing reports prepared in connection with this Agreement shall be furnished to SOUTH COUNTRY upon request.

3. BAY SHORE warrants that the health care services will be provided by licensed health care providers. BAY SHORE further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable. BAY SHORE further represents that such health care services will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, and regulations, including, section 912 of the Education Law, and the student's IEP, if applicable. BAY SHORE shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations, and orders.
4. BAY SHORE understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and ordinances, with respect to the services herein described.
5. In full consideration for the services to be rendered by BAY SHORE to SOUTH COUNTRY for the period of this Agreement, upon presentation of an invoice by BAY SHORE evidencing the allocation of such costs in accordance with the terms set forth herein, SOUTH COUNTRY will pay BAY SHORE at the rate of \$716.02 per student for the period September 2014 through June 2015.
6. BAY SHORE shall immediately notify the SOUTH COUNTRY School District if a student is no longer receiving the services as described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.
7. SOUTH COUNTRY shall obtain whatever releases or other legal documents that are necessary in order that BAY SHORE may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on SOUTH COUNTRY.
8. SOUTH COUNTRY agrees to provide the State access to all relevant records which the State requires to determine either BAY SHORE's or SOUTH COUNTRY's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or

the performance of obligations under the Agreement. SOUTH COUNTRY agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.

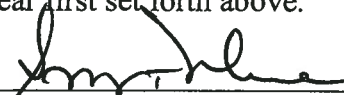
9. Both parties to this Agreement understand that they may receive and or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
10. Both parties to this agreement, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they 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. It is further agreed that any information received by the parties, their employees and/or agents in connection with this Agreement, which concerns the personal, financial, or other affairs of their employees, agents, clients and/or students will be treated by the parties, their employees and agents in full confidence and will not be revealed to any other persons, firms or organizations. 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”).
11. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and BAY SHORE will undertake no additional expenditures not already provided. Upon such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SOUTH COUNTRY must be completed by BAY SHORE, its employees, and/or agents within thirty (30) days of the termination date.
12. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability or sponsorship.
13. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

Bay Shore Union Free School District  
75 West Perkal Street  
Bay Shore, NY 11706

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

14. The parties shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the non-assigning party
15. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Agreement shall remain in full force and effect.
16. This Agreement constitutes the full and complete Agreement between BAY SHORE AND SOUTH COUNTRY, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.
17. The undersigned representative of SOUTH COUNTRY hereby represents and warrants that the undersigned is an officer, director, or agent of SOUTH COUNTRY with full legal rights, power, and authority to enter into this Agreement on behalf of SOUTH COUNTRY and bind SOUTH COUNTRY with respect to the obligations enforceable against SOUTH COUNTRY in accordance with terms.
18. The undersigned representative of BAY SHORE hereby represents and warrants that the undersigned is an officer, director, or agent of BAY SHORE with full legal rights, power, and authority to enter into this Agreement on behalf of BAY SHORE and bind BAY SHORE with respect to the obligations enforceable against BAY SHORE in accordance with terms.
19. This Agreement is subject to approval by the Board of Education, by resolution duly approved.


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

By:   
 BAY SHORE UFSD  
 Printed Name: *Gregory Nardone*  
 Title: *Board of Education President*  
 Date: *1/21/15*

By: \_\_\_\_\_  
 SOUTH COUNTRY CSD  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**APPROVAL OF SUPERINTENDENT**

I have examined the above contract and hereby approve the same.

By:   
 BAY SHORE UFSD  
 Printed Name: *Karen B. Salmon*  
 Date: *1/21/15*

By: \_\_\_\_\_  
 SOUTH COUNTRY CSD  
 Printed Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**BAY SHORE UNION FREE SCHOOL DISTRICT**  
**Business Office**  
**75 West Perkal Street**  
**Bay Shore, NY 11706**  
**(631) 968-1107**

**To:** Business Office  
South Country Central School District  
189 North Dunton Avenue  
East Patchogue, NY 11772

**Invoice:** HS14/15  
**Date:** 01/26/15

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2014/15 Health Services for 9 South Country student(s) attending  
non-public schools in Bay Shore @ \$716.02 per student =

\$6,444.18

*Please make checks payable to: Bay Shore UFSD*  
Original



The tuition charge is computed as follows:

Divide the total amount appropriated for health and welfare services in the annual budget of the school district by the total enrollment, as of October 1<sup>st</sup>, of the school district and all nonpublic schools located in the district. The resulting amount shall be charged to the school district of residence of the nonpublic school students.

STEP I – 2014-2015 Expenditures (Salary and Benefits);

Salaries of Nurses	\$ 630,207
Salaries of Physicians	42,198
Salaries of Speech Therapists	1,117,041
Salaries of Psychologists	1,165,307
Salaries of Social Workers	615,859
Fringe Benefits (30%)	1,058,524
Supplies, Equip. and Misc. Expenses	<u>35,000</u>
	\$4,664,136

STEP II – Enrollment of Schools within the District Boundaries 2014-2015:

Heritage Christian School	41
Bay Shore Christian School	58
Bay Shore Public Schools	5,964
St. Patrick's School	<u>451</u>
	6,514

STEP III – Per-Child Cost of Health Services

\$4,664,136 expenditures ÷ 6,514 students = \$716.02 per-child tuition

✓ mB

**MEMORANDUM OF AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of February, 2015 by and between the Board of Education of the South Country Central School District (hereinafter “Board” or “District”), and the Bellport Teachers’ Association (hereinafter “BTA”) is constituted as follows:


WHEREAS, the District and the BTA are parties to a Collective Bargaining Agreement (“CBA”) with a term of July 1, 2008 through June 30, 2015; and

WHEREAS, Article XVI of the CBA, entitled “Teacher Protection – Personal Injury Benefits”, provides at Paragraph “D”, in relevant part: “[w]henver a teacher is absent from his or her employment and is unable to perform his or her duties as a result of an accident or an assault occurring in the course of their employment, no part of such absence shall be charged to his or her annual or accrued sick leave. The Bellport Teachers Association agrees that if verification of an injury is required, appropriate procedures will be put into effect. This may include, pursuant to Education Law 913, examination by a School District Physician.”

WHEREAS, the District and the BTA presently dispute the circumstances under which an absence shall be charged to an Association member’s annual or accrued sick leave; and

WHEREAS the parties wish to resolve the dispute without the need for costly litigation.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties mutually agree as follows:

1. Effective upon the execution of this Agreement by both parties, the following shall be added as a new second sentence to Article XVI, Paragraph “D”, A teacher’s use of these days following their return to work from an extended absence shall be limited to those injuries arising out of and directly related to said accident or assault and shall not include any subsequent injury, wound, agitation, symptom, etc. to the affected area unless it is found to be a compensable injury in a pending or subsequent Workers’ Compensation matter and furthermore, shall also include those instances in which the Teacher’s absence is necessitated by an examination or proceeding required by a pending Workers’ Compensation matter.
2. 
3. Except as necessary to enforce this Agreement, the BTA hereby releases the District (including its past and current officers, employees and agents) from any and all grievances, improper practice charges, causes of action, judgments, damages and/or claims of any kind or nature arising out of or in connection with the specific facts of this grievance which arose prior to, or as of the effective date of this Agreement and hereby agrees to withdraw, with prejudice, any such outstanding claims should the same so exist.

4. Except as specifically set forth herein, it is agreed that the provisions of this Memorandum of Agreement shall be non-precedent setting, shall not constitute a practice or a policy on the part of the District or the BTA, and shall not be construed as modifying any of the terms of the existing Collective Bargaining Agreement, or any practices that may exist between the District and the BTA.
5. This Agreement shall not be utilized by the District or the BTA in any grievance, arbitration, charge or claim of any kind, except as necessary to enforce the terms of this Agreement.
6. This Agreement shall not constitute an acknowledgement by either the BTA or the District regarding any of the allegations/denials that constituted the positions of the respective parties.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
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, and any amendments to this Agreement, will not be in effect until it is approved by the Board of Education, pursuant to a resolution passed by a majority of its full membership, and signed by authorized representatives of both parties.
11. This Agreement may not be amended or modified orally; this Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.
12. This Memorandum of Agreement is subject to and contingent upon approval by the Board of Education.

9/19/14

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Joseph Giani  
Superintendent of Schools  
South Country Central School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wayne White  
President, Bellport Teachers' Association

## SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this 12<sup>th</sup> day of February, 2015 by and between the Board of Education of the **South Country Central School District** (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, NY 11772, and the Board of Education of the **Three Village Central School District** (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at P.O. Box 9050 East Setauket, NY 11733.

### WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The term of this Agreement shall be from **February 12, 2015 through June 30, 2015** inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

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

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



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

C. SERVICES AND RESPONSIBILITIES:

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

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

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

D. REPRESENTATIONS:

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

E. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement in accordance with the Commissioner's regulations.
  - a. For the services to be rendered by the RECEIVING DISTRICT to the SENDING DISTRICT under the terms of the Agreement, the SENDING DISTRICT will pay the RECEIVING DISTRICT the 2014-2015 estimated New York State NRT rate of \$66,162.00, pro-rated if applicable, for a secondary student. When the 2014-2015 NRT rates have been determined, the RECEIVING DISTRICT will invoice the SENDING DISTRICT for the adjusted amount.
2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT on an annual basis which references the time period for which payment is being requested.
3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

F. INSURANCE:

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

G. TERMINATION:

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

H. MISCELLANEOUS

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

To Sending District:

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

To Receiving District:

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_