

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

CENTRAL OFFICE

WEDNESDAY, MARCH 9, 2016

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

- A. Call to Order
 - Executive Session (*if necessary*)
 - Pledge of Allegiance

- B. Emergency Evacuation Procedures
 - Smoke Free School District

- C. Board Consent Agenda – Approvals
 - 1. Minutes- Business Meeting of March 2, 2016- pg. #3

- D. Communications and Announcements
 - 1. Superintendent’s Report
 - 2. Trustee and Advisory Committee Reports (if any)

- E. Public Commentary (Agenda Items Only)

- F. Items for Discussion/Action
 - 1. Budget Presentation: Curriculum & Instruction

- G. Board Consent Agenda – Curriculum and Instruction- pg. #6
 - 1. CSE/SCSE Minutes- pg. #7
 - 2. CPSE Minutes- pg. #8

- H. Board Consent Agenda – Personnel- pg. #9
 - 1. Salary Schedule
 - 2. Additional Work
 - 3. Extra Duties Assignment
 - 4. Substitutes

- I. Board Consent Agenda – Business- pg. #10
 - 1. Health and Welfare Services Agreement-Hauppauge Public Schools- pg. #11
 - 2. Health and Welfare Services Agreement-Sayville Public Schools- pg. #15
 - 3. Health and Welfare Services Agreement-Smithtown Central School District- pg. #21
 - 4. Special Education Services Contract- Riverhead Central School District- pg. #27
 - 5. Federal Single Audit- June 30, 2015- pg. #31
 - 6. Corrective Action Plan for Federal Single Audit- pg. #44

- J. Public Commentary (Non-Agenda Items)

- K. Closing Remarks by Board Members

- L. Adjournment

**BUSINESS MEETING PAGE 062 MARCH 2, 2016
SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
MINUTES**

A. CALL TO ORDER

Board President, Chris Picini, called a Business Meeting of the Board of Education to order at 6:40 p.m. The meeting took place at the District Central Office, 189 Dunton Ave, East Patchogue, NY.

Board of Education Members Present

Rocco DeVito
Lisa Di Santo
Carol Herrmann
Antoinette Huffine
Regina Hunt

Julio Morales
Chris Picini
Danielle Skelly
Allison Stines
Natalie Maida, *Student Ex-Officio Member*

Others Present: Superintendent Dr. Joseph Giani, Nelson Briggs, Dr. Sam Gergis, Dr. Cheriase Pemberton, Maria Andreotti, Veronique Bailey, Amy Brennan, Kerry Carson, Tim Hogan, Travis Davey, Brian Ginty, Bernie Soete, Rebecca Raymond, Sara Cioffaletti, School Attorney John Sheahan.

EXECUTIVE SESSION

A motion (Herrmann / Hunt) to convene to executive session at 6:40 p.m. to discuss a personnel matter, and negotiations with the CSEA and the SCAA.

VOTE: *Motion carries unanimously. 9-Yes, 0-No.*

Public session reconvened at 7:35 pm.

Trustee Huffine led all present in the Pledge of Allegiance

B. EMERGENCY EVACUATION PROCEDURES / SMOKE FREE SCHOOL DISTRICT

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

C. BOARD CONSENT AGENDA –APPROVALS

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

1. Minutes of Business Meeting, February 10, 2016, as amended.
2. Claims Report- January, 2016.

VOTE: *Motion carries unanimously. 9-Yes, 0-No.*

D. Communications and Announcements

1. Superintendent's Report

• Faculty Recognition

The Superintendent and Board of Education acknowledged Bellport High School Principal, Mr. Tim Hogan, who was named "Administrator of the Year" by the Council of Administrators and Supervisors.

- Due to the use of two snow days this year, with one built into the calendar, school will now be in session on Tuesday May 31st.
- Brookhaven Town Highway Supervisor, Dan Losquadro, responded to our request and advised they will plow the roads around the Frank P Long School as close to the curb as possible.
- Our "Doggie Reading Program" is scheduled to be mentioned in Newsday's Weekly Schools Page on Sunday, March 6th.

BUSINESS MEETING PAGE 064 MARCH 2, 2016

4. Health and Welfare Services Agreement with Sachem School District
5. Health and Welfare Services Agreement with Hicksville Public Schools
6. Health and Welfare Services Agreement with East Islip Union Free School District
7. Health and Welfare Services Agreement with Three Village Central School District
8. Consultant Services Contract with Keany Associates
9. Consultant Services Contract's with Yolanda Santiago, ED.S (1)
10. Consultant Services Contract's with Yolanda Santiago, ED.S (2)
11. Budget Transfer Request
12. Employee Stipulation Agreement

RESOLVED, the Board of Education hereby approves a Stipulation of Settlement and General Release regarding the employee listed on Confidential Schedule "A" and authorizes the President of the Board of Education to execute said stipulation; and

BE IT FURTHER RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts the resignation of the employee listed on Confidential Schedule "A", effective June 30, 2016.

VOTE: *Motion carries unanimously. 9-Yes, 0-No.*

J. PUBLIC COMMENTARY (NON-AGENDA ITEMS)

None.

K. CLOSING REMARKS BY BOARD MEMBERS

- All Board members welcome to help with the K-5 Run for Fun.
- Reminder of upcoming High School Concerts, March 8th and March 10th.
- Thank you to Dr. Giani for his budget presentation.
- The "Cup of Joe" with Superintendent Giani is a great idea. Would like to see this done twice a year and perhaps with the community.
- Thank you to Target, Book Fairies and Donors Choose for their generosity.
- Thank you to all involved with the Robotics Club trip and for making the club a success.
- Family Engagement Center scheduled to mid to late March.

L. ADJOURNMENT

A motion (Herrmann / Stines) to adjourn the meeting at 9:20 pm:

VOTE: *Motion carries unanimously. 9-Yes, 0-No.*

Respectfully submitted,

Nancy Poulos

Nancy Poulos
District Clerk

Attachments

BUSINESS MEETING PAGE 063 MARCH 2, 2016

- The 2nd Pride Cup has been scheduled for 4pm, Thursday, March 31st at Bellport Middle School.

2. Trustee Reports

- Congratulations again to our Student Ex-officio Board member, Natalie Maida, for her wonderful performance in the High School play, “Legally Blonde”.
- Congratulations to Mr. Hogan for a well-deserved honor.
- Congratulations to the Bellport High School Students recognized for their academic excellence during Black History Month by the Town of Brookhaven
- Congratulations to Dr. Sam Gergis in honor of his recent doctorate degree.
- Concerns regarding NYS Senate talk of cutting school taxes for senior citizens.
- Tremendous optimism from the Legislature regarding restoration of GEA aid.
- Optimum Challenge - The “Stay-Awake-A-Thon” is this Friday with proceeds going to HELP Suffolk.
- BOE members invited to participate in the “Run for Fun” 5K on April 9th, 2016.

E. Public Commentary (Agenda Items Only)

None.

F. Items for Discussion/Action

1. Budget Presentation: 1000, 5000 and 9000 Codes
Dr. Giani discussed budget code items 1000, 5000 and 9000 with the Board.
2. 2016-17 Draft School Calendar
The Board was presented with three drafts of next year’s school calendar for their review.

G. BOARD CONSENT AGENDA – CURRICULUM AND INSTRUCTION

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

1. CSE/SCSE Minutes
2. CPSE Minutes
3. Bellport High School Field Trip- Robotics Team Competition

VOTE: *Motion carries unanimously. 9-Yes, 0-No.*

H. BOARD CONSENT AGENDA – PERSONNEL

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

1. Leave of Absences, Resignations and Terminations
2. Long-Term Substitutes
3. Non-Instructional New Appointments
4. Instructional New Appointments
5. Extra Duties Assignment
6. Additional Work
7. Substitutes
8. Responders & Guards

VOTE: *Motion carries unanimously. 9-Yes, 0-No.*

I. BOARD CONSENT AGENDA – BUSINESS

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

1. Donation to Kreamer Street from Target’s Take Charge of Education Program
2. Donation from The Book Fairies
3. Donation to Mrs. Haven’s class from DonorsChoose.org

South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: 3/9/2016

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

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DATE MATERIAL SUBMITTED: 3/1/2016

CATEGORY OF ITEM: Action

TITLE: *CSE, SCSE & CPSE Recommendations*

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

G.1.

CSE/SCSE	082350014	CSE/SCSE	071060000
CSE/SCSE	082190002	CSE/SCSE	122231844
CSE/SCSE	082400002	CSE/SCSE	122232578
CSE/SCSE	102380009		

G.2.

CPSE	122232550	CPSE	122232089
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South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: March 9, 2016

OFFICE OF ORIGIN: Student Support Services

DATE MATERIAL SUBMITTED: February 29, 2016

CATEGORY OF ITEM: Action

TITLE: CSE/SCSE Recommendations

STAFF RECOMMENDATION:

Date:	Location:	# of Students
02/26/16	Bellport Middle School	1
02/25/16	Bellport Middle School	3
02/25/16	BOCES	2
02/12/16	BOCES	1

J. Carson

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: March 9, 2016

OFFICE OF ORIGIN: Student Support Services

DATE MATERIAL SUBMITTED: March 1, 2016

CATEGORY OF ITEM: Action

TITLE: CPSE Recommendations

STAFF RECOMMENDATION:

Date of CPSE meeting	No. of Students
02/26/16	1
02/25/16	1

J. Carson

BACKGROUND RATIONALE: Recommendations of the CPSE

Not an official record; subject to change

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

Memo To: Dr. Joseph Giani, Superintendent of Schools
From: Nelson C. Briggs, Assistant Superintendent for Personnel
Date: March 2, 2016
Subject: Updated Human Resources Personnel Changes March 9, 2016

Administration recommends approval of the following changes in Personnel:

II.1 Approve Salary Schedule

No.	Unit	Name	Position/Building	Effective Date	From	To
1.1	BTA		Teacher/BHS	01/01/16	\$77,389	\$80,040
1.2	BTA		Teacher/FPL	04/01/16	\$93,541	\$96,194

II.2 Approve Additional Work

Parent University Presenters <i>Funded through Title I SIGA Grant</i>						
No.	Unit	Name	Assignment	Effective Date	Rate of Pay	
2.1	BTA		Grade K Balanced Literacy. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.2	BTA		Grade 1 Balanced Literacy. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.3	BTA		Grade 1 Balanced Literacy. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.4	BTA		Grade 2 Balanced Literacy. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.5	BTA		Grade 2 Balanced Literacy. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.6	BTA		Grade 3 Balanced Literacy. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.7	BTA		Grade 3 Balanced Literacy. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.8	BTA		Grade 4 Balanced Literacy. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.9	BTA		Grade 4 Balanced Literacy. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.10	BTA		Grade 5 Balanced Literacy. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.11	BTA		Grade 5 Balanced Literacy. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.12	BTA		Peace of Mind. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.13	BTA		Grade K Mathematics. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.14	BTA		Grade K Mathematics. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.15	BTA		Grade 1 Mathematics. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.16	BTA		Grade 1 Mathematics. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.17	BTA		Grade 2 Mathematics. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.18	BTA		Grade 3 Mathematics. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.19	BTA		Grade 4 Mathematics. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.20	BTA		Grade 4 Mathematics. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.21	BTA		Grade 5 Mathematics. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
2.22	BTA		Grade 5 Mathematics. Not to exceed two hours in addition to one hour of preparation.	04/11/16	\$51.00/hr.	
Curriculum Writing for STEM (Grades 6-12) <i>Funded through Title II Grant</i>						
No.	Unit	Name	Assignment	Effective Date	Rate of Pay	
2.23	BTA	RESIGNATION-	Chemistry 7-12. Not to exceed 25 hours	09/01/15-03/01/16	\$52.00/hr.	
2.24	BTA		Chemistry 7-12. Not to exceed 25 hours (Replacing)	03/10/16-05/26/16	\$52.00/hr.	

II.3 Approve Extra Duties Assignment

Clubs-BHS				
No.	Unit	Name	Assignment	Stipend
3.1	BTA		Variety Show - Script Writer	\$1,311
Interscholastics				
No.	Unit	Name	Assignment	Stipend
3.2	BTA		Boys' Track Assistant Varsity (Spring)	\$4,518
3.3	BTA		Track-Grades 7 & 8 - 1 of 3 positions (Spring)	\$3,033
3.4	BTA		Track-Grades 7 & 8 - 2 of 3 positions (Spring)	\$3,033
3.5	BTA		Track-Grades 7 & 8 - 3 of 3 positions (Spring)	\$3,033
3.6	BTA		Girls' Softball Grades 7-8 (Spring)	\$3,033
3.7	BTA		Girls' Track Assistant Varsity (Spring)	\$4,518
3.8	BTA		Girls' Softball JV (Spring)	\$4,999

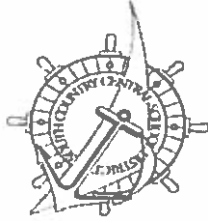
II.4 Approve Substitutes

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
4.1	NC		Substitute Teacher-DSW	09/01/15-06/24/16	\$105.00/day

LEGEND

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

South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: March 9, 2016

OFFICE OF ORIGIN: *Finance & Management Services*

DATE MATERIAL SUBMITTED: March 1, 2016

CATEGORY OF ITEM: Action

1. Health and Welfare Services Agreement-Hauppauge Public Schools
2. Health and Welfare Services Agreement-Sayville Public Schools
3. Health and Welfare Services Agreement-Smithtown Central School District
4. Special Education Services Contract- Riverhead Central School District
5. Federal Single Audit- June 30, 2015
6. Corrective Action Plan for Federal Single Audit

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT made in duplicate this 12th day of January, 2016, by and between the Board of Education of the South Country Central School District, the central office of which is located at 189 Dunton Avenue, East Patchogue, New York 11772, as the *District of Residence*, and the Hauppauge Union Free School District, the central office of which is located at 495 Hoffman Lane, Hauppauge New York 11788, as the *District of Location*.

WITNESSETH, THAT whereas District of Residence has been duly empowered by the provisions 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 said school district and attending non-public schools in the Hauppauge Union Free School District for the 2015-2016 school year.

Now Therefore, the said District of Residence hereby agrees to pay the Hauppauge Union Free School District the sum of \$946.59 for each child for health and welfare services to be provided under Section 912 to children residing in the District of Residence and attending non-public schools in Hauppauge Union Free School District, Hauppauge New York.

And the Hauppauge Union Free School District hereby agrees with the party of the first part as follows:

1. The health and welfare service provided shall consist of the following:

- Physician Services
- Dentist and Dental Hygienist Services
- School Nursing Services
- School Psychological Services
- School Social Work Services
- School Speech Services
- Examinations for participants in athletics
- Notification of parents regarding defect and follow up
- Vision and hearing tests
- Maintenance of cumulative health records
- Administration of emergency care for ill or injured students.

2. The Hauppauge Union Free School District will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the non-public school:

- Supplies and equipment for use by the physician, dentist, dental hygienist, school nurse, psychologist, social worker and speech therapist (i.e., scales, vision and hearing testing devices, health record forms, first-aid supplies and all other readily transportable equipment and supplies pertaining to the delivery of services).

It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching service.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same has been executed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have hereto have executed this agreement as of the latter date that appears below.

District of Residence
South Country CSD

District of Location
Hauppauge UFSD

By: _____
President, Board of Education

By: _____
David M. Barshay
President, Board of Education

By: _____
Superintendent of Schools

By: _____
Neil Lederer,
Interim Superintendent of Schools

Date: _____, 201__

Date: 1 / 70, 2016

HAUPPAUGE UNION FREE SCHOOL DISTRICT
HEALTH SERVICES 2015 - 2016

PROFESSIONAL SERVICES

Professional Services

Nurses	\$ 656,019
Psychologists	\$ 695,384
Social Workers	\$ 386,223
Speech	\$ 619,270
Administration	\$ 34,072
	<hr/>
	\$ 2,390,968
Employee Benefits (Health, Retirement Systems, FICA, etc.)	\$ 956,387
<u>SUB-TOTAL Salaries</u>	<u>\$ 3,347,355</u>
Physician	\$ 50,000
Contractual Psychologist	\$ 8,000
Contractual Speech	\$ 5,000
<u>SUB-TOTAL Contractual</u>	<u>\$ 63,000.00</u>
Total Professional Services	\$ 3,410,355

NON-PROFESSIONAL SERVICES

SALARIES:

Clerical Personnel	\$ 65,453
<u>SUB-TOTAL</u>	<u>\$ 65,453</u>
Employee Benefits (Health, Retirement Systems, FICA, etc.)	\$ 26,181
Total Non-Professional Services	\$ 91,634

SUPPLIES & MATERIALS, EQUIPMENT

Supplies & Materials, Equipment	\$ 21,200
Total Supplies & Materials, Equipment	\$ 21,200

ENROLLMENT

HAUPPAUGE SCHOOLS	3640
IVY LEAGUE	78
GERSCH ACADEMY	4
Total Enrollment	<hr/> 3722

Total Expenses **\$ 3,523,189**

COST PER STUDENT

(Total Expenses / Total Enrollment)

\$ 946.59

✓
M. B. [Signature]

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this *11th day of February, 2016* by and between the Board of Education of the *Sayville Union Free School District* (hereinafter "*SAYVILLE*"), having its principal place of business for the purpose of this Agreement at 99 Greeley Avenue, Sayville, New York, and the Board of Education of the *South Country Central School District* (hereinafter "*South Country Central School District*"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, NY.

W I T N E S S E T H

WHEREAS, *South Country Central School District* is authorized pursuant to Section 912 of the Education Law, to enter into a contract with *SAYVILLE* for the purpose of having *SAYVILLE* provide health and welfare services to children residing in *South Country Central School District* and attending a non-public school located in *SAYVILLE*,

WHEREAS, certain students who are residents of *South Country Central School District* are attending non-public schools located in *SAYVILLE*,

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

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

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

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

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

5. In exchange for the provision of health and welfare services pursuant to this Agreement, *South Country Central School District* agrees to pay *SAYVILLE* the sum of \$999.09 per eligible pupil for the 2015-2016 school year.
6. *South Country Central School District* shall pay *SAYVILLE* within thirty (30) days of *South Country Central School District's* receipt of a detailed written invoice from *SAYVILLE*. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, *SAYVILLE* shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by *South Country Central School District* shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, *SAYVILLE* shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by *South Country Central School District* shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. *SAYVILLE* shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either *SAYVILLE'S* or *South Country Central School District's* compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
11. Both parties to this Agreement understand that they may receive and or come into contact with protected health information as defined by the Health Insurance Portability and

Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

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

SAYVILLE:

Dr. Walter Schartner
Superintendent of Schools
Sayville UFSD
99 Greeley Avenue
Sayville, NY 11782

South Country Central School District:

Dr. Joseph Giani
Superintendent of Schools
189 Dunton Avenue
East Patchogue NY 11772

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations
19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the *South Country Central School District*.
22. Each party will indemnify and hold harmless from all liabilities and damage, including attorneys' fees, arising from its own negligence under this Agreement."

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

South Country Central School District

Superintendent of Schools

South Country Central School District

President, Board of Education

Sayville School District



President, Board of Education

BOARD OF EDUCATION
SAYVILLE UNION FREE SCHOOL DISTRICT
99 GREELEY AVENUE
SAYVILLE, NEW YORK 11782
(631) 244-6530

Invoice No: 3101

Dr. Joseph Giani
Superintendent of Schools
South Country Central School District
189 Dunton Avenue
East Patchogue NY 11772

DATE	DESCRIPTION	AMOUNT
February 2016	<p>2015-2016 Health Services for attached listing of student(s) residing in your District and attending West Sayville Christian School in the Sayville School District, at a cost of \$999.09 per student.</p> <p>5 Student(s) attending West Sayville Christian School:</p>	<p>\$4,995.45</p> <p>TOTAL: ✓ \$4,995.45</p> <p><i>M. B. G.</i></p>

MAKE CHECKS PAYABLE TO: SAYVILLE PUBLIC SCHOOLS

**AND SEND TO: BUSINESS OFFICE
SAYVILLE UNION FREE SCHOOL DISTRICT
99 GREELEY AVENUE
SAYVILLE, NY 11782**

**Sayville Public Schools
2015-16yr Health Service Costs**

Nurses, Speech, Social Workers, Health Aides, Psychologists, Salaries and Fringe Benefits	2,989,396
Equipment	0
Supplies & Materials	18,090
Other	<u>3,775</u>
Total Costs	<u><u>3,011,261</u></u>

B. Enrollment

Sayville Public Schools	2,968
West Sayville Christian School	<u>46</u>
Total	<u><u>3,014</u></u>

Handwritten signature

C. Per Pupil Cost

	<u>Expenditures</u>		<u>Enrollments</u>		
	3,011,261	/	3,014.00	=	\$999.09

HEALTH AND WELFARE SERVICES AGREEMENT

THIS AGREEMENT dated as of January 12, 2016, by and between the SMITHTOWN CENTRAL SCHOOL DISTRICT (hereinafter referred to as "SMITHTOWN") having its administrative offices at 26 New York Avenue, Smithtown, NY 11787, and the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT ("hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") having its administrative offices at 189 DUNTON AVENUE, EAST PATCHOGUE, NY 11772.

WHEREAS, the school districts who are the parties to this Agreement are duly empowered by Education Law § 912 to enter into a contract for the purpose of providing and/or receiving health and welfare services (collectively, the "Services");

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereby incorporate the above statements into the body of this Agreement as if fully set forth therein and hereby agree as follows:

1. DEFINITIONS: For the purposes of this Agreement,
 - a. "SCHOOL DISTRICT PROVIDING SERVICES" or "SMITHTOWN" means the School District in which the nonpublic school requesting the Services is located.
 - b. "SCHOOL DISTRICT RECEIVING SERVICES" means the School District that is contracting for the Services for its resident students who attend a nonpublic school located within the boundaries of the Smithtown Central School District.
2. This Agreement is for the Services provided from September 1, 2015 to June 30, 2016, unless this Agreement is terminated earlier as herein provided.
3. If requested by a nonpublic school located within the boundaries of the Smithtown Central School District, SMITHTOWN will provide health and welfare services to the pupils who attend the nonpublic school equivalent to the health and welfare services that it provides to the public school students enrolled in SMITHTOWN. These requested services will consist of, but not be limited to, the following:
 - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker or school speech therapist;*
 - b. dental prophylaxis;
 - c. vision and hearing screening examinations;
 - d. the taking of medical histories and the administration of health screening tests;
 - e. the maintenance of cumulative health records; and
 - f. the administration of emergency care programs for ill or injured students.

* School psychological and speech correction services may be rendered on nonpublic school premises only to the extent that the services are *diagnostic* in nature. To the extent that the services of a school psychologist or school speech language pathologist are therapeutic or remedial in nature, they may be rendered to a student attending a nonpublic school only on a religiously neutral site. A religiously neutral site may be, but is not limited to, a public school, a mobile unit or some other public location.

SMITHTOWN will make its personnel available to the SCHOOL DISTRICT RECEIVING SERVICES for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. The SCHOOL DISTRICT RECEIVING SERVICES must notify SMITHTOWN of the need for its presence at these meetings within a reasonable time prior to the date of the meeting. Copies of all reports, testing and observation reports prepared in connection with this Agreement will be furnished to the SCHOOL DISTRICT RECEIVING SERVICES upon request.

It is expressly understood and agreed between the parties that: (1) SMITHTOWN may not provide the Services to pupils attending nonpublic schools that are not available to the public school students enrolled in SMITHTOWN's schools; and (2) the services to be provided pursuant to this Agreement will not include any teaching service.

4. SMITHTOWN warrants that the Services: (1) will be provided by licensed health and welfare providers; (2) will be performed by healthcare providers that are licensed pursuant to the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable; and (3) 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 Individualized Education Plan ("IEP"), if applicable. SMITHTOWN will certify that all healthcare providers possess documentation evidencing the license qualifications as required by federal, State, or local statutes, rules, regulations and orders.

5. SMITHTOWN understands and agrees that it will comply with and is responsible for complying with all applicable federal, State, and local statutes, rules and ordinances, with respect to the services herein described.

6. The SCHOOL DISTRICT RECEIVING SERVICES will compensate SMITHTOWN at the rate of \$842.62 per student for the 2015-2016 school year. The SCHOOL DISTRICT RECEIVING SERVICES will pay SMITHTOWN within 60 calendar days of the SCHOOL DISTRICT RECEIVING SERVICES' receipt of an invoice from SMITHTOWN.

7. The SCHOOL DISTRICT RECEIVING SERVICES must obtain whatever releases or other legal documents are necessary for SMITHTOWN to render full and complete performance of the obligations set forth in this Agreement.

8. Both parties to this Agreement agree to provide the State access to all relevant records which the State requires to determine either SMITHTOWN's or the SCHOOL DISTRICT RECEIVING SERVICES' compliance with applicable federal or State statutes or regulations which regulate either the execution of the Agreement or the performance of obligations pursuant to the Agreement. Both parties further agree to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for the materials and records.

9. Both parties to this Agreement understand that they may receive 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 must comply with HIPAA, if applicable.

10. Neither SMITHTOWN nor the SCHOOL DISTRICT RECEIVING SERVICES will use or disclose any information concerning the Services pursuant to this Agreement for any purpose which is prohibited by federal or State statutes and/or regulations. Both parties to this Agreement must comply with all state, federal, and local laws, regulations, rules and requirements related to the confidentiality of records and data security and privacy.

11. To the fullest extent covered by law, each party indemnifies and holds harmless the other party from all liabilities and damages, including attorneys' fees, arising from a party's own negligence pursuant to this Agreement.

12. This Agreement may be terminated by either party upon 30 calendar days written notice to the other party in accordance with the Education Law. In the event of termination, the parties will adjust the accounts due and SMITHTOWN will undertake no additional expenditures not already provided.

13. Services provided pursuant to this Agreement will be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability or sponsorship.

14. Any notices required or permitted to be given pursuant to the terms of this Agreement must be made in writing and either personally delivered or sent by registered or certified mail or by nationally recognized courier service. Notice will be deemed given on the date of delivery or upon receipt. Notice must be delivered or mailed to the parties at the following addresses:

SMITHTOWN CENTRAL SCHOOL DISTRICT
26 NEW YORK AVENUE
SMITHTOWN, NEW YORK 11787
Attention: Business Office

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
189 DUNTON AVENUE
EAST PATCHOGUE, NY 11772
Attention: Business Office

15. The parties will not assign, transfer or convey any of their respective rights or obligations pursuant to this Agreement without the prior written consent of the non-assigning party.

16. This Agreement is subject to, governed by, enforced according to and construed according to 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 will remain in full force and effect.

17. This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties. This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a

waiver of any subsequent or succeeding breach.

18. The undersigned representative of the SCHOOL DISTRICT RECEIVING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT RECEIVING SERVICES with full legal rights, power, and authority to enter into this Agreement on behalf of the SCHOOL DISTRICT RECEIVING SERVICES and bind the SCHOOL DISTRICT RECEIVING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT RECEIVING SERVICES in accordance with its terms.

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

20. This Agreement is subject to approval by each party's Board of Education, by resolution duly approved.

21. There are no third-party beneficiaries of or in this Agreement.

22. This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

23. It is mutually agreed that this Agreement will not become valid and binding upon either party until the Agreement is approved by the Superintendent of the SCHOOL DISTRICT RECEIVING SERVICES.

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

By: [Signature] Date: 1/12/16
SUPERINTENDENT OF SCHOOLS
SMITHTOWN CENTRAL SCHOOL DISTRICT

By: [Signature] Date: 1/12/16
BOARD OF EDUCATION
SMITHTOWN CENTRAL SCHOOL DISTRICT

By: _____ Date: _____
SUPERINTENDENT OF SCHOOLS
SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

By: _____ Date: _____
BOARD OF EDUCATION
SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Issue Date
02/22/2016

Smithtown Central School District
 26 New York Ave, Unit 1
 Smithtown, NY 11787

Invoice Number
204-16A



INVOICE

Due Date: 03/23/2016

Issued To:
SOUTH COUNTRY CENTRAL SCHOOL DISTRICT 189 N DUNTON AVE E PATCHOGUE, NY 11772
536710

Item Number	Item Description	Amount
	2015/2016 HEALTH AND WELFARE SERVICES	
		16,009.78
	1 Student(s) attending Harbor Country Day School	
	0 Student(s) attending Sts. Philip & James School	
	5 Student(s) attending St. Patrick's School	
	13 Student(s) attending Smithtown Christian School	
	(as per attached)	
	19.0000 @ 842.6200 per STUDENT	
	Invoice Total	16,009.78

Please indicate INVOICE NUMBER on your check.
 Checks should be made payable to SMITHTOWN CENTRAL SCHOOL DISTRICT and forwarded to:
 Smithtown Central School District; Attn: Accounts Receivable
 26 New York Avenue; Smithtown, NY 11787

M. Blige

**SMITHTOWN CENTRAL SCHOOL DISTRICT
COMPUTATION FOR HEALTH & WELFARE SERVICE RATE
PER NYS EDUCATION LAW SECTION 912
2015-16**

DESCRIPTION	SALARIES	OTHER*	TOTAL
HEALTH SERVICES Includes Nurses & Admn.	\$ 1,788,281	\$ 95,107	\$ 1,883,388
SPEECH SERVICES	1,912,366	3,700	1,916,066
PSYCHOLOGICAL SERVICES	1,698,511	4,300	1,702,811
SOCIAL WORK SERVICES	938,972	0	938,972
SUB-TOTAL	\$ 6,338,130	\$ 103,107	\$ 6,441,237
PLUS: FRINGE BENEFITS	2,550,383	0	2,550,383
TOTAL.....	\$ 8,888,513	\$ 103,107	\$ 8,991,620

STUDENT ENROLLMENT DATA:

PUBLIC	Smithtown CSD	9,433
NON-PUBLIC	Harbor Country Day School	122
	St. Patrick's School	413
	St. Philip & James School	224
	Smithtown Christian School	479

TOTAL STUDENT ENROLLMENT..... 10,671

TOTAL COST DIVIDED BY TOTAL ENROLLMENT = COST PER STUDENT \$ 842.62

* Includes Physician Services, Materials & Supplies and Equipment Repair

✓
M. Duggan

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this ___ day of _____, 2016 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT OF RESIDENCE"), 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 Riverhead Central School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 700 Osborn Avenue, Riverhead, NY 11901.

WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE; and

WHEREAS, the DISTRICT OF LOCATION 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:** The term of this Agreement shall be from July 1, 2015 through June 30, 2016 inclusive, unless terminated earlier as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES:**

1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
 - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

C. **COMPENSATION:**

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.

The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP attached as Schedule "B" in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. TERMINATION.

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school districts governing the provision of special education services pursuant to Education Law 3602-c.

E. 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 DISTRICT OF RESIDENCE:

Sam Gergis, Asst. Supt. for Finance & Management Services
South Country Central School District
189 Dunton Avenue
East Patchogue, NY 11772

To DISTRICT OF LOCATION:

Sam M. Schneider, Asst. Supt. for Finance & Operations
Riverhead Central School District
700 Osborn Avenue
Riverhead, NY 11901

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 declaration 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 Schedules "A" and "B", is the complete and exclusive statement of the Agreement between the parties, and supercedes 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. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.
9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF LOCATION

RIVERHEAD CENTRAL SCHOOL DISTRICT

Date: 2/23/14 By: 
SUSAN KOUKOUNAS, PRESIDENT, BOARD OF EDUCATION

Date: 2/26/14 By: 
NANCY CARNEY, SUPERINTENDENT OF SCHOOLS

DISTRICT OF RESIDENCE

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Date: By: _____
PRESIDENT, BOARD OF EDUCATION

Date: By: _____
SUPERINTENDENT OF SCHOOLS



FEDERAL SINGLE AUDIT REPORT

June 30, 2015

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
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SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2015

<u>Federal Grantor/Pass-through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Agency or Pass-through Number</u>	<u>Federal Expenditures</u>
<u>United States Department of Education</u>			
Passed Through New York State, Department of Education:			
Title I Grants to Local Educational Agencies	84.010	0021-14-3040	\$ 5,700
Title I Grants to Local Educational Agencies	84.010	0011-14-2126	47,221
Title I Grants to Local Educational Agencies	84.010	0021-15-3040	702,160
Title I Grants to Local Educational Agencies	84.010	0011-15-2126	<u>53,179</u>
			<u>808,260</u>
Special Education Cluster			
Special Education Grants to States	84.027	0032-14-0897	158,924
Special Education Grants to States	84.027	0032-15-0897	878,727
Special Education Preschool Grants	84.173	0033-15-0897	<u>94,186</u>
Total Special Education Cluster			<u>1,131,837</u>
Education for Homeless Children and Youth	84.196	0212-14-4063	11,817
Education for Homeless Children and Youth	84.196	0212-15-4063	<u>34,972</u>
			46,789
English Language Acquisition State Grants	84.365	0293-14-3040	4,878
English Language Acquisition State Grants	84.365	0293-15-3040	<u>19,221</u>
			<u>24,099</u>
Improving Teacher Quality State Grants	84.367	0147-14-3040	98,102
Improving Teacher Quality State Grants	84.367	0147-15-3040	<u>166,705</u>
			<u>264,807</u>
ARRA - State Fiscal Stabilization Fund - Race to the Top Incentive Grants Cluster			
ARRA - Race to the Top Incentive Grants	84.395	5500-14-3040	29,982
ARRA - RTTT Strengthening Teachers and Leader Effectiveness	84.395	5545-15-3043	<u>354,407</u>
Total Race to the Top Incentive Grants Cluster			<u>384,389</u>
Total Department of Education			<u>2,660,181</u>
<u>United States Department of Homeland Security</u>			
Passed Through New York State, Division of Homeland Security and Emergency Services:			
Disaster Grants - Public Assistance	97.036	059-0514F-00	<u>18,353</u>
Total Department of Homeland Security			<u>18,353</u>

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)
For the Year Ended June 30, 2015

<u>Federal Grantor/Pass-through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Agency or Pass-through Number</u>	<u>Federal Expenditures</u>
<u>United States Department of Agriculture</u>			
Passed Through New York State,			
Department of Education			
Child Nutrition Cluster			
Cash Assistance			
School Breakfast Program	10.553	N/A	178,964
National School Lunch Program	10.555	N/A	921,368
Non-Cash Assistance (food distribution)			
National School Lunch Program	10.555	N/A	<u>129,490</u>
Total Department of Agriculture			<u>1,229,822</u>
Total Federal Awards Expended			<u><u>\$ 3,908,356</u></u>

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2015

1. GENERAL

The accompanying Schedule of Expenditures of Federal Awards presents the activity of all federal award programs administered by the South Country Central School District, which is described in Note 1 to the District's accompanying financial statements, using the modified accrual basis of accounting. Because the schedule presents only a selected portion of the operation of South Country Central School District, it is not intended to and does not present the financial position and changes in financial position of the District. Federal awards that are included in the schedule may be received directly from federal agencies, as well as federal awards that are passed through other government agencies. The information is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. \$20,025 of expenses in the financial statements that management has determined to be non-reimbursable, and which have been refunded to the grantor agency, were excluded in this schedule.

Indirect costs may be included in the reported expenditures, to the extent that they are included in the federal financial reports used as the source for the data presented. Certain of the District's federal award programs may have been charged with indirect costs, based upon an established rate applied to overall expenditures. There is no other indirect cost allocation plan in effect.

Matching costs (the District's share of certain program costs) are not included in the reported expenditures.

The basis of accounting varies by federal program consistent with the underlying regulations pertaining to each program. Expenditures are recognized following cost principles contained in OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity numbers are presented where available.

The amounts reported as federal expenditures were obtained from the federal financial reports for the applicable program and periods. The amounts reported in these reports are prepared from records maintained for each program, which are reconciled with the District's financial reporting system.

Non-monetary assistance is reported in the schedule at the fair market value of commodities received and disbursed, which is provided by New York State.

2. SUBRECIPIENTS

No amounts were provided to subrecipients.

3. OTHER DISCLOSURES

No insurance is carried specifically to cover equipment purchased with federal funds. Any equipment purchased with federal funds has only a nominal value, and is covered by the District's casualty insurance policies.

There were no loans or loan guarantees outstanding at year end.

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
For the Year Ended June 30, 2015**

FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

12-1. Special Tests and Provisions

Significant Deficiency

Child Nutrition Cluster

National School Lunch Program

CFDA No. 10.555

School Breakfast Program

CFDA No. 10.553

Condition: Upon review of the District's verification of free and reduced price applications, it was determined that the District had not randomly selected applications for verification. 100% of the applications reviewed by the District were associated with direct certifications and therefore did not need to be subject to verification.

Recommendation: The District should adequately train and monitor all employees charged with the responsibility for complying with an acceptable method of sampling for verifying free and reduced price applications.

Current Status: Corrected. In the current year, the applications sampled appeared to comply with an acceptable method of sampling by the New York State Education Department for the 3% verification of free and reduced price applications.

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF
EXPENDITURES OF FEDERAL AWARDS REQUIRED BY OMB CIRCULAR A-133**

To the Board of Education
South Country Central School District
East Patchogue, New York

Report on Compliance for Each Major Federal Program

We have audited the South Country Central School District's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of South Country Central School District's major federal programs for the year ended June 30, 2015. The South Country Central School District's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the South Country Central School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the South Country Central School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the District's compliance.

Opinion on Each Major Federal Program

In our opinion, the South Country Central School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying schedule of findings and questioned costs as items 2015-001 and 2015-002. Our opinion on each major federal program is not modified with respect to these matters.

The South Country Central School District's response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs and corrective action plan. The South Country Central School District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of the South Country Central School District is responsible for establishing and maintaining effective internal control over compliance with the types of requirements referred to above. In planning and performing our audit of compliance, we considered the South Country Central School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the South Country Central School District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified certain deficiencies in internal control over compliance, as described in the accompanying Schedule of Findings and Questioned Costs as items 2015-001 and 2015-002, of which only 2015-001 is considered to be a significant deficiency.

The South Country Central School District's response to the internal control over compliance findings identified in our audit is described in the accompanying Schedule of Findings and Questioned Costs and Corrective Action Plan. The South Country Central School District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the governmental activities, each major fund and the fiduciary funds of the South Country Central School District as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the South Country Central School District's basic financial statements. We issued our report thereon dated October 14, 2015, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Cullen & Danowski, LLP

February 18, 2016

*(except as to Schedule of Expenditures of Federal Awards,
which is as of October 14, 2015)*

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
For the Year Ended June 30, 2015

ARRA – RTTT Strengthening Teachers and Leader
Effectiveness

CFDA No. 84.395

Condition: Upon review of the District's disbursements for the ARRA-RTTT Strengthening Teachers and Leader Effectiveness grant (STLE) it was determined that the District had accrued \$20,025 for supplies and materials that had not been received or paid for by the District prior to filing the final expenditure report (FS-10F) with the New York State Education Department.

Criteria: Based on the grant agreement, the District is required to submit a final expenditure report (FS-10F) within 90 days of the end of the grant period. If the District has accrued expenditures for purchases that have not yet been received or paid for at the time the final expense report is filed, those costs could be considered non-allowable.

Cause: The District accrued expenditures for supplies and materials budgeted for a Family Involvement Center under the STLE grant. The building designated to run the Family Involvement Center was damaged in an accident and the District was unable to take possession of the supplies and materials and therefore no payment was made to the vendor. The District filed the FS-10F for this grant including this accrued expenditure, however it was still not paid as of the date of this report.

Effect: The District submitted a final expenditure report (FS-10F) which included expenditures for supplies and materials that had not yet been received in the amount of \$20,025. The expenditure was also not paid for. This resulted in an overstatement of the expenditures and an improper inclusion of this expenditure on Form FS-10F.

Recommendation: The District should reimburse the State for the improper reimbursement claim of \$20,025. In addition, the District needs to improve its communication between the recipient of goods and services and the District's business office, who is responsible for filing the FS-10F.

Management Response: The purchase relates to equipment, supplies and materials designated for the Family Engagement Center. In August 2015, a car struck and damaged the building considerably, forcing the District to delay its opening. As such, the District could not accept the items due to lack of storage (as advised by the Maintenance Crew Supervisor at the time), and a stipulation that the vendor must install the equipment. The vendor delivered the items in January 2016, when the building was habitable; the district signed off on the invoice(s) at that time. Unfortunately, that was past the RTTT deadline, as stated in the grant. In February 2016, the District reimbursed NYS Grants & Finance for the \$20,025 sent to the district upon FS-10F submission. In addition, I have been in constant communication with the staff about this matter and the need for monitoring grant reports, open invoices and interactions with vendors. I have met with the District Treasurer, Supervisor of Operations and Maintenance, Technology and Accounts Payable staff and developed a procedure to investigate all open purchase orders tied to a grant.

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
For the Year Ended June 30, 2015

2015-002. Departmental Communications

Department of Education

ARRA – State Fiscal Stabilization Fund – Race to the Top Incentive Grants Cluster

ARRA – RTTT Strengthening Teachers and Leader
Effectiveness

CFDA 84.395

Condition: The District properly claimed reimbursement on their FS-10F for an obligation incurred for computer equipment received in August 2015. However, a miscommunication between departments at the District resulted in a delay in payment to the vendor for those goods received.

Criteria: Based on the grant requirements, the District is allowed to claim reimbursement for actual expenses or amounts encumbered during the period of availability.

Cause: The District received computer equipment in August 2015, within 90 days of the end of the grant period, and properly claimed this amount on the final FS-10F filing. However, as a result of this miscommunication between the information technology department and the business office, a payment of \$24,014 to the vendor was not made until February 2016.

Effect: The proper dispensation of payment to the vendor was delayed due to the miscommunication between departments at the District.

Recommendation: The District should review their current communication protocols between departments to ensure that all goods and services received are communicated to the individuals responsible for payment of expenditures in a timely manner.

Management Response: The District did receive the equipment in August 2015, with receipts to validate delivery. However, due to the aforementioned incident with the Family Engagement Center, the district could not install the equipment until the winter. The documentation, including the invoices totaling \$24,014 was found behind the paperwork for the above furniture, and was not signed). Upon discovering, we obtained all relevant paperwork and signed off on the invoices for immediate payment. I have met with the Network Systems Administrator extensively regarding the need for effective communication and to raise questions for outstanding or unusual items/circumstances. I have also directed that individual to review all open orders and invoices to ensure timely payments. I have also discussed with the District Treasurer, Supervisor of Operations and Maintenance, Assistant Superintendent for Personnel and Accounts Payable staff regarding the need for frequent open P.O. report updates, open invoices and communicating any abnormalities to the appropriate area or to me directly. There is an acknowledgment of a communication breakdown and a procedure is in place regarding review of grant-funded expenses prior to submission.

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
CORRECTIVE ACTION PLAN
For the Year Ended June 30, 2015**

FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

The Assistant Superintendent for Business will be responsible for resolving the following matter.

2015-001. Questioned Cost/ Non-Allowable Cost

Condition: Upon review of the District's disbursements for the ARRA Strengthening Teachers and Leader Effectiveness grant (STLE) it was determined that the District had accrued \$20,025 for furniture that had not been received or paid for by the District prior to filing the final expenditure report.

Corrective Action: The District will provide additional training to their staff and review its policies and procedures as they relate to recording and submitting reimbursements for allowable costs for federal grants. The District expects this corrective action to be completed by June 30, 2016. In addition, the non-allowable reimbursed costs of \$20,025 were returned to the State in February 2016.

2015-002. Departmental Communications

Condition: The District properly claimed reimbursement on their final FS-10F for an obligation incurred for computer equipment received in August 2015. However, a miscommunication between departments at the District resulted in a delay in payment to the vendor for those goods received.

Corrective Action: The District will provide additional training regarding the procurement policies and procedures to the department heads to ensure that goods received are communicated to the accounts payable department for prompt payment. The District expects this corrective action to be completed by June 30, 2016.

Contact Information:

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SOUTH COUNTRY

CENTRAL SCHOOL DISTRICT



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2014-15 FEDERAL SINGLE AUDIT CORRECTIVE ACTION PLAN

Questioned Cost/Non-Allowable Cost – Department of Education

The District accrued \$20,025 for supplies and materials that was not received or paid by the district prior to filing the FS-10F with the New York State Education Department (ARRA - Race to the Top). NYSED indicates that a cost may be categorized as non-allowable if accruals are not received or paid at the time of FS-10F submission. The District submitted the FS-10F with the accrual included, and was paid by the state for the encumbered items; the District did not pay the vendor prior to submission of the FS-10F.

Management's Response:

The purchase relates to equipment, supplies and materials designated for the Family Engagement Center. In August 2015, a car struck and damaged the building considerably, forcing the District to delay its opening. As such, the District could not accept the items due to lack of storage (as advised by the Maintenance Crew Supervisor at the time), and a stipulation that the vendor must install the equipment. The vendor delivered the items in January 2016, when the building was habitable; the district signed off on the invoice(s) at that time. Unfortunately, that was past the RTTT deadline, as stated in the grant. In February 2016, the District reimbursed NYS Grants & Finance for the \$20,025 sent to the district upon FS-10F submission. In addition, I have been in constant communication with the staff about this matter and the need for monitoring grant reports, open invoices and interactions with vendors. I have met with the District Treasurer, Supervisor of Operations and Maintenance, Technology and Accounts Payable staff and developed a procedure to investigate all open purchase orders tied to a grant.

Departmental Communication

The District properly claimed reimbursement for computer equipment received in August 2015, with the New York State Education Department (ARRA - Race to the Top program). However, a miscommunication between three departments occurred, resulting in a delay of payment by the District to the vendor, despite receipt of goods. The District is allowed to claim reimbursement for the actual expenses during the grant period. However, as a result of the miscommunication, the District did not pay \$24,014 to the vendor in a timely fashion (February 2016).

Management's Response:

The district did receive the equipment in August 2015, with receipts to validate delivery. However, due to the aforementioned incident with the Family Engagement Center, the district could not install the equipment until the winter. The documentation, including the

invoices totaling \$24,014 was found behind the paperwork for the above furniture, and was not signed). Upon discovering, we obtained all relevant paperwork and signed off on the invoices for immediate payment. I have met with the Network Systems Administrator extensively regarding the need for effective communication and to raise questions for outstanding or unusual items/circumstances. I have also directed that individual to review all open orders and invoices to ensure timely payments. I have also discussed with the District Treasurer, Supervisor of Operations and Maintenance, Assistant Superintendent for Personnel and Accounts Payable staff regarding the need for frequent open P.O. report updates, open invoices and communicating any abnormalities to the appropriate area or to me directly. There is an acknowledgment of a communication breakdown and a procedure is in place regarding review of grant-funded expenses prior to submission.