

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
East Patchogue, New York

BOARD OF EDUCATION
WORKSHOP MEETING

BELLPORT MIDDLE SCHOOL
35 KREAMER STREET
BELLPORT, NY 11713

WEDNESDAY, OCTOBER 3, 2012

A-G-E-N-D-A

The meeting will begin at 6:00 p.m., for the possible purpose of considering a motion to enter executive session to discuss the settlement agreement of an Improper Practice Charge from the BTA. (PERB Case No. U-30959) 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.

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

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE** 6:00 p.m.
2. **BOARD CONSENT AGENDA**
 - A. Approval of minutes - Business meeting of September 19, 2012 (TAB #1)
3. **SUPERINTENDENT CONSENT AGENDA**
 - A. **RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education authorizes the President of Board of Education to sign the APPR agreement.
4. **BOARD/SUPERINTENDENT DISCUSSION ITEMS**
 - Personnel (TAB #2)
 - BOCES Shared Services Contracts (TAB #3)
 - Industrial U.I. Services- Unemployment Insurance Specialists (TAB #4)
 - Payment of unemployment expenses
 - Staff development services- Judy Dodge (TAB #5)
 - NWEA Assessments (TAB #6)
 - Bridges Data & Reporting Services (TAB #7)
 - Dr. Adeyemi Stembridge- Guest Speaker, Superintendent's Conference Day (TAB #8)
 - Educational services contract- UCP of Greater Suffolk (TAB #9)
 - Educational services contract- Crotched Mountain Rehabilitation (TAB#10)
 - Service provider contract- East Islip Union Free School District (TAB#11)
 - Consultant services contract- Cleary School for the Deaf (TAB#12)

- Consultant services contract- Richard W. Johnson, PT (TAB#13)
- Donation and installation of a Traverse Climbing Wall at Brookhaven Elementary School from the Brookhaven PTA. (Total value \$5,000.00) (TAB#14)
- Donation of 110 dictionaries from The Patchogue Elks to the third grade class of Kreamer Street Elementary School. (TAB#15)
- Student Government Candidate
- Renaming of Bellport Middle School in honor of John Conquest
- Board Committees: Audit, Budget Advisory and Visitation
- Dance Club

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

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

6. **PUBLIC PARTICIPATION**

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

7. **ADJOURNMENT**

Tab#1

BUSINESS MEETING PAGE 032 SEPTEMBER 19, 2012

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

1. CALL TO ORDER (6:24 p.m.)

Board Vice President Owen Durney called a Business Meeting of the Board of Education to order at 6:24 p.m. The meeting took place at Bellport Middle School, 35 Kreamer Street, Bellport, NY.

**Call to
Order**

Board of Education Members Present:

Victor Correa	Julio Morales (Arrives at 6:34 pm)
Owen Durney	Chris Picini
Lisa Di Santo Grossman	Rob Powell
Marian McKenna (Arrives at 6:30 pm)	Barbara Schatzman (Arrives at 6:30 pm)
Jeannette Mistler	

Others Present: Interim Superintendent of Schools, Dr. Howard M. Koenig., Assistant Superintendent for Business, Charles Delargy, Assistant Superintendent for Human Resources, Nelson Briggs, Assistant Superintendent for Curriculum, Instruction and Technology, Linda Rozzi, Director of Student Support Services, Jack Colombo, Assistant Director of Student Support Services, Theresa McGuire, School Attorneys Douglas Spencer and Christopher Guercio, other guests and members of the community.

2. PLEDGE OF ALLEGIANCE

Assistant Superintendent for Business Charles Delargy lead all present in the Pledge of Allegiance.

**Pledge of
Allegiance**

A motion (Picini /Powell) to convene to Executive Session at 6:25 pm to discuss litigation involving CIA Construction and BTA arbitration.

**Adjourn to
Executive
Session**

VOTE: *Motion carries unanimously. 6-Yes, 3-Absent (McKenna, Morales & Schatzman)*

Trustee Correa left the meeting at 8:20 pm.

The meeting reconvened at 8:36 pm.

**Reconvene
Public
Session**

3. BOARD CONSENT AGENDA

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

A. Approval of minutes – Workshop meeting of September 5, 2012

**Approval of
Minutes-
September
5, 2012**

VOTE: *Motion carries. 7-Yes, 1- Abstain (Schatzman), 1- Absent (Correa)*

4. SUPERINTENDENT CONSENT AGENDA

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

A1. Treasurer's Report for August, 2012

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• Revenue Status Report	3
• Appropriation Status Report	4

**Treasurer's
Report**

BUSINESS MEETING PAGE 033 SEPTEMBER 19, 2012

- Cap. One Collateral Reconciliation 14
- Flushing Bank Collateral Reconciliation 16

VOTE: *Motion carries unanimously. 8-Yes, 1-Absent (Correa)*

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

- B. RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education hereby approves the recommendations of the Committee on Special Education (CSE) Sub-Committee on Special Education (SCSE) & Committee on Preschool Education (CPSE).

**SCE, SCSE &
CPSE
recommendations**

VOTE: *Motion carries unanimously. 8-Yes, 1-Absent (Correa)*

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

- C. RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the consultant services contract with Islip Tutoring Services, Inc. for the 2012-2013 school year at the rates set forth on the attached agreement.

**Islip Tutoring
Services**

VOTE: *Motion carries unanimously. 8-Yes, 1-Absent (Correa)*

A motion (Durney/Morales) to approve the following Superintendent consent item:

- D. RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves a field trip for the Girls' High School Cross Country Team to travel to Warwick, Rhode Island, September 28, 2012 through September 29, 2012 to compete in a cross country meet at a total cost to the District of \$3,800.00.

**Girls' High
School Cross
Country Team
Field Trip**

VOTE: *Motion carries unanimously. 8-Yes, 1-Absent (Correa)*

A motion (Morales/Durney) to approve the following Superintendent consent item:

- E. RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the education services contract with Madonna Heights for the 2012-2013 school year at the rates set forth by the Commissioner of Education.

**Madonna
Heights**

VOTE: *Motion carries unanimously. 8-Yes, 1-Absent (Correa)*

A motion (Morales/Durney) to approve the following Superintendent consent item:

- F. RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the educational services contract with Eastport South Manor Central School District for the 2011-2012 school year at the rates set forth by the Commissioner of Education.

**Education
Services
Contract-
Eastport South
Manor**

VOTE: *Motion carries unanimously. 8-Yes, 1-Absent (Correa)*

A motion (Picini/Powell) to approve the following Superintendent consent item:

- G. RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the revised final change order #1 with Ultimate Power for Bellport High School in the amount of \$4,931.18.

**Final Change
Order-
Ultimate Power**

VOTE: *Motion carries.* 6-Yes, 2- Abstain (Grossman, Mistler) 1-Absent (Correa)

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

- I. RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education accepts the donation of \$694.57 from Target's Take Charge of Education program.

Donation-
Target's Take
Charge of
Education
Program

VOTE: *Motion carries unanimously.* 8-Yes, 1-Absent (Correa)

A motion (Powell/Picini) to approve the following Superintendent consent item:

- H. RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education accepts the grant funds of \$4,335.00 from the Toshiba America Foundation for the implementation of the Vex Curriculum Robotics project.

Grant Funds-
Toshiba
America
Foundation

VOTE: *Motion carries unanimously.* 8-Yes, 1-Absent (Correa)

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

- J. RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the attendance of Julio Morales to attend Nassau-Suffolk School Boards Association Resolutions Dinner Meeting to be held October 4, 2012 at Fox Hollow in Woodbury, New York at a total cost to the District of \$75.00

Nassau-
Suffolk
School Boards
Association
Annual
Resolutions
Dinner

VOTE: *Motion carries.* 7-Yes, 1- Abstain (Morales) 1-Absent (Correa)

Trustee Picini steps out of the room.

A motion (Morales/Powell) to approve the following Superintendent consent item:

- L. RESOLVED**, upon the recommendation of the Interim Superintendent of Schools, the Board of Education hereby declares the items listed on the attached "Schedule A" at Kreamer Street Elementary School as surplus to be disposed of in the best interest of the district.

Items for
discard-
Kreamer
Street
Elementary
School

VOTE: *Motion carries.* 7-Yes, 2-Absent (Correa, Picini)

A motion (Durney/McKenna) to approve the following Superintendent consent item: (Minus item #'s 452, 453, 510 & 556)

Personnel

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

VOTE: *Motion carries unanimously.* 7-Yes, 2-Absent (Correa, Picini)

A motion (Mistler/Durney) to approve item #556 of the personnel agenda:

VOTE: *Motion carries.* 7-Yes, 1- Abstain (Powell) 1-Absent (Correa)

5. BOARD/SUPERINTENDENT DISCUSSION ITEMS

- APPR
- District Organizational Flow Chart
- Class Size
- Student Government Candidate

**Board/
Superintendent
Discussion Items**

6. ITEMS NOT LISTED ON THE AGENDA

The following items were discussed:

- District organizational chart
- Renaming Bellport Middle School in honor of John Conquest
- Budget Advisory Committee
- Update on Superintendent Search Firms and interview schedule

**Items not listed
on the agenda**

7. PUBLIC PARTICIPATION

The following community members made comments: Nancy Norman, Toni Huffine and Lawrence Hoff.

Public Participation

A motion (Picini/Durney) to adjourn the meeting at 10:21 pm:

VOTE: *Motion carries unanimously.* 8-Yes, 1- Absent (Correa)

Meeting Adjourns

Respectfully,

Sara Cioffaletti

District Clerk Pro-tem

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION PERSONNEL AGENDA FOR OCTOBER 17, 2012

The Superintendent of Schools recommends the Board of Education approve the following in accordance with Education Law and Civil Service Law:

No.	Staff Member	Position	Action	Reason	Tenure Area	Tenure Date	Salary Info	Rate	Funding	Effective Date	Ending Date	Loc.
RESIGNATIONS, TERMINATIONS, LEAVES OF ABSENCE, ABOLITIONS												
567		Advisor - Clubs, Musical Director	Resignation	Personal	n/a	n/a	As per BTA contract	n/a	A-2850-150	09/20/12	n/a	BMS
568		Advisor - Clubs, Vocal Director	Resignation	Personal	n/a	n/a	As per BTA contract	n/a	A-2850-150	09/20/12	n/a	BMS
569		Custodial Worker	Termination	Excess of one year cumulative absences	n/a	n/a	As per Civil Service Law, Section 71	n/a	A-1620-160	10/18/12	n/a	BHS
570		Teacher - Elementary	Resignation	Retirement	n/a	n/a	As per TRS	n/a	A-2110-120	09/28/12	n/a	VWC

APPOINTMENTS - FULL TIME AND PART TIME

571		Teacher-Elementary	Change in status from Regular Substitute to Probationary Teacher	Recall from PEL list. Replacing	Elementary	10/18/13	As per BTA Contract M, Step 2	\$56,254.00	A-2110-120	10/18/12	n/a	BRK
572		School Monitor	Probationary	Replacing	n/a	n/a	As per BTAA Contract 1A, Step 1	\$12.58 per hour	A-2250-161	10/18/12	n/a	FPL
573		Special Education Aide 1:1	New Position	Annual Appointment	n/a	n/a	As per BTAA Contract 1A, Step 1	\$12.58 per hour	A-2250-161	10/18/12	06/21/13	BRK
574		Advisor - Enrichment	Astronomy Club - 18 sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
575		Advisor - Enrichment	Chess Club - 18 sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
576		Advisor - Enrichment	ELA Test Prep Grade 4 - 9 Sessions 1 of 2	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
577		Advisor - Enrichment	ELA Test Prep Grade 4 - 9 Sessions 2 of 2	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
578		Advisor - Enrichment	ELA Test Prep Grade 5 - 9 sessions 1 of 2	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
579		Advisor - Enrichment	ELA Test Prep Grade 5 - 9 sessions 2 of 2	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
580		Advisor - Enrichment	Future Corp Gardening Project - 18 sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION PERSONNEL AGENDA FOR OCTOBER 17, 2012

The Superintendent of Schools recommends the Board of Education approve the following in accordance with Education Law and Civil Service Law:

No.	Staff Member	Position	Action	Reason	Tenure Area	Tenure Date	Salary Info	Rate	Funding	Effective Date	Ending Date	Loc.
581		Advisor - Enrichment	Homework Club - 9 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
582		Advisor - Enrichment	Homework Club - 9 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
583		Advisor - Enrichment	Intro to Spanish - 18 sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
584		Advisor - Enrichment	Introduction to Italian - 9 sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
585		Advisor - Enrichment	Math Test Prep Grade 4 - 9 sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
586		Advisor - Enrichment	Math Test Prep Grade 5 - 9 sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
587		Advisor Enrichment	Math Olympiad - 23 Sessions 1 of 4	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
588		Advisor Enrichment	Math Olympiad - 23 Sessions 2 of 4	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
589		Advisor Enrichment	Math Olympiad - 23 Sessions 3 of 4	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
590		Advisor Enrichment	Math Olympiad - 23 Sessions) 4 of 4	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
591		Advisor - Enrichment	Newspaper Club: The Who's News - 18 sessions 1 of 2	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
592		Advisor - Enrichment	Newspaper Club: The Who's News - 18 sessions 2 of 2	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
593		Advisor - Enrichment	Reader's Theatre - 18 sessions 1 of 3	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
594		Advisor - Enrichment	Reader's Theatre - 9 sessions 2 of 3	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
595		Advisor - Enrichment	Reader's Theatre - 9 sessions 3 of 3	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
596		Advisor - Enrichment	Substitute as needed	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
597		Advisor - Enrichment	Substitute as needed	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
598		Advisor - Enrichment	Substitute as needed	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
599		Advisor - Enrichment	Substitute as needed	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION PERSONNEL AGENDA FOR OCTOBER 17, 2012

The Superintendent of Schools recommends the Board of Education approve the following in accordance with Education Law and Civil Service Law:

No.	Staff Member	Position	Action	Reason	Tenure Area	Tenure Date	Salary Info	Rate	Funding	Effective Date	Ending Date	Loc.
600		Advisor - Enrichment	SWAT (Students Working Together to Advance Technology) - 18 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$53.00 per session	A-2110-120-03-4006	10/18/12	06/21/13	FPL
601		Advisor - Intramurals	Football (Fall)-Total of 10 sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
602		Advisor - Intramurals	Football (Fall)-Total of 10 sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
603		Advisor - Intramurals	Soccer (Fall)-Total of 10 sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
604		Advisor - Intramurals	Soccer (Fall)-Total of 10 sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
605		Advisor - Intramurals	Soccer (Fall)-Total of 10 sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
606		Advisor - Intramurals	Soccer (Fall)-Total of 10 sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
607		Advisor - Intramurals	Basketball (Early Winter)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
608		Advisor - Intramurals	Basketball (Early Winter)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
609		Advisor - Intramurals	Basketball (Early Winter)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
610		Advisor - Intramurals	Basketball (Early Winter)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
611		Advisor - Intramurals	Volleyball-Total of 10 Sessions (Winter)	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
612		Advisor - Intramurals	Volleyball-Total of 10 Sessions (Winter)	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
613		Advisor - Intramurals	Volleyball-Total of 10 Sessions (Winter)	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
614		Advisor - Intramurals	Volleyball-Total of 10 Sessions (Winter)	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
615		Advisor - Intramurals	Badminton/Floor Hockey (Early Spring)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION PERSONNEL AGENDA FOR OCTOBER 17, 2012

The Superintendent of Schools recommends the Board of Education approve the following in accordance with Education Law and Civil Service Law:

No.	Staff Member	Position	Action	Reason	Tenure Area	Tenure Date	Salary Info	Rate	Funding	Effective Date	Ending Date	Loc.
616		Advisor - Intramurals	Badminton/Floor Hockey (Early Spring)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
617		Advisor - Intramurals	Badminton/Floor Hockey (Early Spring)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
618		Advisor - Intramurals	Badminton/Floor Hockey (Early Spring)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
619		Advisor - Intramurals	Baseball/Softball (Spring)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
620		Advisor - Intramurals	Baseball/Softball (Spring)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
621		Advisor - Intramurals	Lacrosse (Spring)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
622		Advisor - Intramurals	Lacrosse (Spring)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
623		Advisor - Intramurals	Lacrosse (Spring)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
624		Advisor - Intramurals	Lacrosse (Spring)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
625		Advisor - Intramurals	Track & Field (Spring)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
626		Advisor - Intramurals	Track & Field (Spring)-Total of 10 Sessions	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
627		Advisor - Intramurals	Substitute as needed	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
628		Advisor - Intramurals	Substitute as needed	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
629		Advisor - Intramurals	Substitute as needed	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
630		Advisor - Intramurals	Substitute as needed	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION PERSONNEL AGENDA FOR OCTOBER 17, 2012

The Superintendent of Schools recommends the Board of Education approve the following in accordance with Education Law and Civil Service Law:

No.	Staff Member	Position	Action	Reason	Tenure Area	Tenure Date	Salary Info	Rate	Funding	Effective Date	Ending Date	Loc.
631		Advisor - Intramurals	Substitute as needed	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
632		Advisor - Intramurals	Substitute as needed	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
633		Advisor - Intramurals	Substitute as needed	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
634		Advisor - Intramurals	Substitute as needed	Annual Appointment	n/a	n/a	As per BTA Contract	\$55.00 per session	A-2850-151	09/06/12	06/25/13	FPL
635		Advisor - Clubs	Musical - Director	Replacing	n/a	n/a	As per BTA contract	\$2,699.00	A-2850-150	09/06/12	06/25/13	BMS
636		Advisor - Clubs	Vocal Director	Replacing	n/a	n/a	As per BTA contract	\$2,699.00	A-2850-150	09/06/12	06/25/13	BMS
637		Advisor - Clubs	Jazz Ensemble (TBD 9/19/12)	Annual Appointment	n/a	n/a	As per BTA Contract	\$3,495.00	A-2850-150	10/18/12	06/30/13	BHS
638		Teacher-Special Education	Probationary	Change in tenure date due to prior tenure	Special Education	9/1/14	As per BTA Contract M, Step 1	\$53,719.00	A-2250-120	10/18/12	n/a	FPL
639		Teaching Assistant	Change in position from Spec Ed Aide 1:1 (9/19/12) per IEP	Replacing	Teaching Assistant	10/1/15	As per BTAA Contract 4D, Step 1	\$15.71 per hour	A-2250-151	10/01/12	n/a	FPL
640		Teacher-English	Permanent Substitute	Annual Appointment	n/a	n/a	n/a	\$115.00 per day	A-2110-140	10/18/12	06/21/13	BHS
641		Teacher-Elementary	Permanent Substitute	Annual Appointment	n/a	n/a	n/a	\$115.00 per day	A-2110-140	10/18/12	06/21/13	VWC
642		Teacher-Science	Mentor for	Annual Appointment	n/a	n/a	As per BTA Contract	\$1,655.00	F-2020-150-2A3	10/18/12	06/21/13	BHS
643		Teacher - Guidance Counselor	Mentor for	Annual Appointment	n/a	n/a	As per BTA Contract	\$1,655.00	F-2020-150-2A3	10/18/12	06/21/13	BHS
644		Teacher - School Psychologist	Mentor for	Annual Appointment	n/a	n/a	As per BTA Contract	\$1,655.00	F-2020-150-2A3	10/18/12	06/21/13	SHA
645		Teacher - Special Education	Mentor for	Annual Appointment	n/a	n/a	As per BTA Contract	\$1,655.00	F-2020-150-2A3	10/18/12	06/21/13	FPL
646		Teacher-Elementary	Mentor for	Annual Appointment	n/a	n/a	As per BTA Contract	\$1,655.00	F-2020-150-2A3	10/18/12	06/21/13	KRM
647		Teacher-Social Studies	Cafeteria Duty - 8th Grade	Replacing	n/a	n/a	As per BTA Contract	\$4,803.00	C-2110-130	10/18/12	06/21/13	BMS
648		Translator	Translation Services	Annual Appointment	n/a	n/a	n/a	\$50.00 per hour	F-2020-160-3L3	10/18/12	06/30/13	DSW
649		Teacher-Reading	Maintain Title III Grant - Total of 27.50 hours- not to exceed \$1375.00	Annual Appointment	n/a	n/a	n/a	\$50.00 per hour	F-2020-150-3L3	09/01/12	08/31/13	DSW

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION PERSONNEL AGENDA FOR OCTOBER 17, 2012

The Superintendent of Schools recommends the Board of Education approve the following in accordance with Education Law and Civil Service Law:

No.	Staff Member	Position	Action	Reason	Tenure Area	Tenure Date	Salary Info	Rate	Funding	Effective Date	Ending Date	Loc.
650		School Guidance Counselor	Co-coordinator for VATEA Grant - not to exceed 80 hours (1 of 2)	Annual Appointment	n/a	n/a	n/a	\$50.00 per hour	F-2020-150-KS	09/01/12	06/30/12	BHS
651		Teacher - Business	Co-coordinator for VATEA Grant - not to exceed 80 hours (2 of 2)	Annual Appointment	n/a	n/a	n/a	\$50.00 per hour	F-2020-150-KS	09/01/12	06/30/12	BHS
652		Teacher - Mathematics	For up to 30 sessions for Study Center	Annual Appointment	n/a	n/a	As per BTA Contract	\$44.00 per session	F-2110-130-07	09/24/11	06/21/13	BHS
653		Teacher - Science	For up to 30 sessions for Study Center	Annual Appointment	n/a	n/a	As per BTA Contract	\$44.00 per session	F-2110-130-07	09/24/11	06/21/13	BHS
654		Teacher - Mathematics	For up to 30 sessions for Study Center	Annual Appointment	n/a	n/a	As per BTA Contract	\$44.00 per session	F-2110-130-07	09/24/11	06/21/13	BHS
655		Teacher - Social Studies	For up to 30 sessions for Study Center	Annual Appointment	n/a	n/a	As per BTA Contract	\$44.00 per session	F-2110-130-07	09/24/11	06/21/13	BHS
656		Teacher, Mathematics	Substitute as needed for Study Center	Annual Appointment	n/a	n/a	As per BTA Contract	\$44.00 per session	F-2110-130-07	09/24/11	06/21/13	BHS
657		Teacher - Health	For 12 hours total for CPR & First Aid Training	Annual Appointment	n/a	n/a	As per BTA Contract	\$56.52 per hour	A-2070-150	TBD	TBD	BHS
658		Guard	Change in title and hourly rate	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BHS
659		Guard	Change in title	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BHS
660		Guard	Change in title and hourly rate	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BHS
661		Guard	Change in title and hourly rate	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BHS
662		Guard	Change in title and hourly rate	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BHS
663		Guard	Change in title and hourly rate	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BHS

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION PERSONNEL AGENDA FOR OCTOBER 17, 2012

The Superintendent of Schools recommends the Board of Education approve the following in accordance with Education Law and Civil Service Law:

No.	Staff Member	Position	Action	Reason	Tenure Area	Tenure Date	Salary Info	Rate	Funding	Effective Date	Ending Date	Loc.
664		Guard	Change in title and hourly rate	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BHS
665		Guard	Change in title	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BHS
666		Guard	Change in title	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BHS
667		Guard	Change in title and hourly rate	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BHS
668		Guard	Change in title	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BHS
669		Guard	Change in title	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BMS
670		Guard	Change in title and hourly rate	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BMS
671		Guard	Change in title and hourly rate	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BMS
672		Guard	Change in title and hourly rate	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BMS
673		Guard	Change in title and hourly rate	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BMS
674		Guard	Change in title and hourly rate	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	BRK
675		Guard	Change in title	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	FPL
676		Guard	Change in title	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	KRM
677		Guard	Change in title and hourly rate	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	SHA
678		Guard	Change in title and hourly rate	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	SHA
679		Guard	Change in title	Annual Appointment	n/a	n/a	n/a	\$21.00 per hour	A-1620-161	10/18/12	6/30/13	VWC
680		Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	A-2110-140	10/18/12	06/21/13	DSW
681		Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	A-2110-140	10/18/12	06/21/13	DSW
682		Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	A-2110-140	10/18/12	06/21/13	DSW
683		Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	A-2110-140	10/18/12	06/21/13	DSW

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION PERSONNEL AGENDA FOR OCTOBER 17, 2012

The Superintendent of Schools recommends the Board of Education approve the following in accordance with Education Law and Civil Service Law:

No.	Staff Member	Position	Action	Reason	Tenure Area	Tenure Date	Salary Info	Rate	Funding	Effective Date	Ending Date	Loc.
684		Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	A-2110-140	10/18/12	06/21/13	DSW
685		Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	A-2110-140	10/18/12	06/21/13	DSW
686		Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	A-2110-140	10/18/12	06/21/13	DSW
687		Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	A-2110-140	10/18/12	06/21/13	DSW
688		Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	A-2110-140	10/18/12	06/21/13	DSW
689		Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	A-2110-140	10/18/12	06/21/13	DSW
690		Substitute Teaching Assistant	-	Annual Appointment	n/a	n/a	n/a	\$9.75 per hour	A-2110-164	10/18/12	06/21/13	DSW
691		Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	A-2110-140	08/01/12	06/21/13	DSW
692		Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	A-2110-140	10/18/12	06/21/13	DSW
693		Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	A-2110-140	10/18/12	06/21/13	DSW
694		Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	A-2110-140	10/18/12	06/21/13	DSW
695		Substitute Custodian	-	Annual Reappointment	n/a	n/a	n/a	\$11.00 per hour	A-1620-165*	10/18/12	06/21/13	DSW

South Country Central School District

Tab#3



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: Oct. 3, 2012

OFFICE OF ORIGIN: Business Office

DATE MATERIAL SUBMITTED: 9/24/12

CATEGORY OF ITEM: Action

TITLE: BOCES Shared Services Contracts

STAFF RECOMMENDATION:

RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the shared services contracts with Eastern Suffolk BOCES for the 2012/2013 school year at a total cost of \$9,263,884.30.

BACKGROUND RATIONALE:

Not an official record; subject to change

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2012 by and between the EASTERN SUFFOLK BOCES, party of the first part, and SOUTH COUNTRY CSD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2012-13 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
001.100	Administration	0.0000	0.0000	Actual Usage	341,930.00	341,930.00	0.00	341,930.00
002.100	Rental of Facilities	0.0000	0.0000	Actual Usage	204,807.00	204,807.00	0.00	204,807.00
103.110	Special Career Education 12-1-1	20.0000	21,528.0000	Annual	0.00	430,560.00	0.00	430,560.00
103.120	Special Career Education 8-1-1	5.0000	25,911.0000	Annual	0.00	129,555.00	0.00	129,555.00
103.150	SCE Individual Aide 1/2 Day	1.0000	24,027.0000	Annual	0.00	24,027.00	0.00	24,027.00
202.100	Special Education 12-1-1 (Full Day)	2.0000	46,941.0000	Student	0.00	93,882.00	0.00	93,882.00
202.110	Special Education 12-1-1 (Partial)	3.0000	29,104.0000	Student	0.00	87,312.00	0.00	87,312.00
202.205	Related Service-Counseling (Ind)	5.0000	4,263.2000	sess/stud/wk/yr	0.00	21,316.00	0.00	21,316.00
202.210	Related Service-Counseling (Group)	5.0000	2,115.6000	sess/stud/wk/yr	0.00	10,578.00	0.00	10,578.00
202.235	Related Service - Occ. Therapy (Ind)	2.0000	4,263.2000	sess/stud/wk/yr	0.00	8,526.40	0.00	8,526.40
202.240	Related Service - Occ. Therapy (Grp)	2.0000	2,115.6000	sess/stud/wk/yr	0.00	4,231.20	0.00	4,231.20
202.245	Related Service - PT (Ind)	1.0000	4,263.2000	sess/stud/wk/yr	0.00	4,263.20	0.00	4,263.20
202.250	Related Service - PT (Group)	1.0000	2,115.6000	sess/stud/wk/yr	0.00	2,115.60	0.00	2,115.60
202.255	Related Service - Speech/Lang (Ind)	5.0000	4,263.2000	sess/stud/wk/yr	0.00	21,316.00	0.00	21,316.00
202.260	Related Svce- Speech/Lang (Group)	5.0000	2,115.6000	sess/stud/wk/yr	0.00	10,578.00	0.00	10,578.00
203.100	Spec Ed 6-1-1 Class (Full Day)	14.0000	66,109.0000	Student	0.00	925,526.00	0.00	925,526.00
203.205	Related Service - Counseling (Ind)	14.0000	4,263.2000	sess/stud/wk/yr	0.00	59,684.80	0.00	59,684.80
203.210	Related Svc - Counseling (Group)	14.0000	2,115.6000	sess/stud/wk/yr	0.00	29,618.40	0.00	29,618.40
203.235	Related Svc - Occ. Therapy (Ind)	5.0000	4,263.2000	sess/stud/wk/yr	0.00	21,316.00	0.00	21,316.00
203.240	Related Svc- Occ. Therapy (Group)	2.0000	2,115.6000	sess/stud/wk/yr	0.00	4,231.20	0.00	4,231.20
203.245	Related Service - PT (Ind)	5.0000	4,263.2000	sess/stud/wk/yr	0.00	21,316.00	0.00	21,316.00
203.250	Related Service - PT (Group)	2.0000	2,115.6000	sess/stud/wk/yr	0.00	4,231.20	0.00	4,231.20
203.255	Related Svc - Speech/Lang (Ind)	5.0000	4,263.2000	sess/stud/wk/yr	0.00	21,316.00	0.00	21,316.00
203.260	Related Svc - Speech/Lang (Group)	5.0000	2,115.6000	sess/stud/wk/yr	0.00	10,578.00	0.00	10,578.00
203.275	Related Svc - Individ. Aide (FT)	6.0000	48,054.0000	Year	0.00	288,324.00	0.00	288,324.00

Basis for Current Contract

WinCap Ver 12 08 02 2064

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES SOUTH COUNTRY CSD		School Year 2012-13				
Program/ Serial No.	Service	Basis for Current Contract				
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract
205.297	Autism/Behav. - Parent Training	100.0000	164.0000	Hour	0.00	16,400.00
205.305	Evaluation - Augmentative Comm	8.0000	4,800.0000	Evaluation	0.00	38,400.00
205.310	Eval - Autism Sp. Diag. Eval./SB CC	5.0000	1,000.0000	Evaluation	0.00	5,000.00
205.315	Eval - Cons./Obs./SB CC	15.0000	300.0000	Hour	0.00	4,500.00
205.340	Eval - Occ. Therapy	5.0000	600.0000	Evaluation	0.00	3,000.00
205.370	Eval - Social History Bilingual	20.0000	300.0000	Evaluation	0.00	6,000.00
205.375	Eval - Speech/Language	20.0000	600.0000	Evaluation	0.00	12,000.00
205.385	Eval - Psych/SB Psych Assoc/Ob/Cons	5.0000	300.0000	Hour	0.00	1,500.00
205.394	Eval - English as a Second Lang.	20.0000	600.0000	Evaluation	0.00	12,000.00
205.398	Eval - Psych/SB Psych Assoc/Report	5.0000	975.0000	Evaluation	0.00	4,875.00
304.300	Speech/Language Evaluation	20.0000	757.0000	Evaluation	0.00	15,140.00
312.110	Psychological - Psycho-Ed. Reeval.	10.0000	757.0000	Evaluation	0.00	7,570.00
317.100	Deaf/Hearing Imp./District/Ind.	15.0000	4,910.8000	sess/stud/wk/yr	0.00	73,662.00
317.125	Deaf/Hearing Imp. - Cons./Staff Sup.	15.0000	122.7700	30 min/session	0.00	1,841.55
435.130	Enrichment Pgm - Reg. Quiz Bowl	5.0000	168.0000	District	0.00	840.00
440.120	Enrichment Pgm - Conf. for Kids	2.0000	617.0000	Service	0.00	1,234.00
444.140	Video Conference-Onsite Tech Supp.	1.0000	860.0000	Day	0.00	860.00
508.100	Library Automation					
508.100.130	Library Auto (2001 - 5000 Enroll)	1.0000	2,185.0000	Per District	0.00	2,185.00
508.200	Follett, Follett Destiny & OPALS	0.0000	0.0000	Actual Usage	6,038.28	6,038.28
514.470	School Data Bk Svc -Inclusive Svc	4,561.0000	7.7200	Student	0.00	35,210.92
514.480	School Data Bk Svc - Incl Svc.	1.0000	21,699.3200	District	0.00	21,699.32
514.520	NYS Reporting per student -PS/PK-12	4,561.0000	3.2400	Student	0.00	14,777.64
514.530	NYS Required Reporting	4,561.0000	0.5700	Student	0.00	2,599.77
516.100	Library Services/Media Part.					
516.100.130	Library/Media (2001-5000 students	0.5000	2,185.0000	Service	0.00	1,092.50

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES SOUTH COUNTRY CSD		School Year 2012-13	
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Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis					
516.210	Lib. Svc/Media-Virtual Ref. Collect	3,388.0000	8.6000	Student		0.00	29,136.80	0.00	29,136.80
519.200	Aug. Communication-District student	10.0000	5,000.0000	Evaluation		0.00	50,000.00	0.00	50,000.00
519.400	Assistive Tech. - District student	10.0000	3,000.0000	Evaluation		0.00	30,000.00	0.00	30,000.00
525.110	Student Assistance Service	0.0000	0.0000	Actual Usage		363,989.00	363,989.00	0.00	363,989.00
531.100	NYS Curriculum & Assessment Svc								
531.100.110	NYS Curr/Assess Svc 1,000 + stude	1.0000	8,000.0000	Service		0.00	8,000.00	0.00	8,000.00
531.200	My Learning Plan (MLP)								
531.200.120	MLP - Cont. Annual Lic. Instruct.	430.0000	25.0000	User		0.00	10,750.00	0.00	10,750.00
531.200.130	MLP - Cont. Ann. Lic. Non-Instruc	30.0000	15.0000	User		0.00	450.00	0.00	450.00
531.400	Ed. Lead., Dev. & Place. Svc(Basic)	1.0000	3,000.0000	Service		0.00	3,000.00	0.00	3,000.00
532.100	Model Schools								
532.100.120	Model Schools > 2001 students	1.0000	7,452.0000	Annual		0.00	7,452.00	0.00	7,452.00
532.200	Model Schools - On-Site Staff Devel	2.0000	883.0000	Day		0.00	1,766.00	0.00	1,766.00
601.040	IEP Direct								
601.040.190	IEP Dir. Maint. Fee > 200 Stdnts	1.0000	6,100.0000	Annual		0.00	6,100.00	0.00	6,100.00
601.040.210	IEP Dir Per Student Maint Fee >99	620.0000	7.2500	Student		0.00	4,495.00	0.00	4,495.00
601.040.230	IEP Dir. Maint. Coord Fee - 10%	0.0000	0.0000	Annual		1,059.50	1,059.50	0.00	1,059.50
601.040.270	IEP Dir. Annual BOCES Sup >200	1.0000	8,000.7700	Annual		0.00	8,000.77	0.00	8,000.77
601.060	NYSE Direct								
601.060.140	NYSE 200+ students	1.0000	1,620.0000	Annual		0.00	1,620.00	0.00	1,620.00
601.060.160	NYSE Mgmt Fee - 10% Cost of Svc	0.0000	0.0000	Actual Usage		162.00	162.00	0.00	162.00
601.070	Guidance Direct								
601.070.110	Guidance Direct	1.0000	945.0000	Annual		0.00	945.00	0.00	945.00
601.070.120	Guide Dir. Workstations	6.0000	90.0000	Each		0.00	540.00	0.00	540.00
601.070.130	Guide Dir. Mgmt. Fee - 10% of cos	0.0000	0.0000	Actual Usage		148.50	148.50	0.00	148.50
601.070.140	Guide Dir. BOCES Support	1.0000	286.0800	Annual		0.00	286.08	0.00	286.08
601.110	eRate-Intellipath App Processing	1.0000	300.0000	Annual		0.00	300.00	0.00	300.00
601.130	eRate- Document Mgmt - One Coser	1.0000	450.0000	Annual		0.00	450.00	0.00	450.00

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES SOUTH COUNTRY CSD		School Year 2012-13				
Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	
Basis for Current Contract						
601.170	Multi-yr Network Printer Contracts	0.0000			237,001.77	
601.340	Onsite LAN/WAN Support Svcs	229.0000	995.0000	Day	0.00	
601.411	BOLD/EMS Individual 2.0 Items					
601.411.110	BOLD/EMS 2.0 Annual Licensing	0.0000	0.0000	Actual Usage	6,301.00	6,301.00
601.411.120	BOLD/EMS 2.0 Printing	0.0000	0.0000	Actual Usage	5,171.67	5,171.67
601.411.130	BOLD/EMS 2.0 Add. Books -1st 3 fr	0.0000	0.0000	Actual Usage	977.50	977.50
601.411.150	BOLD/EMS 2.0 PSK	0.0000	0.0000	Actual Usage	730.25	730.25
601.411.160	BOLD/EMS 2.0 Library Books	0.0000	0.0000	Actual Usage	3,444.25	3,444.25
601.411.170	BOLD/EMS 2.0 Del Chg-P/U & Re-Del	0.0000	0.0000	Actual Usage	63.25	63.25
601.420	Capital Projects					
601.420.140	Capital Projects Hosting	1.0000	1,650.0000	Annual	0.00	1,650.00
601.420.150	Cap Pro Reporting Tool Licensing	0.0000	0.0000	Actual Usage	5,727.00	5,727.00
601.430	Edge Annual License	0.0000	0.0000	Actual Usage	1,242.00	1,242.00
601.435	Email Archiving					
601.435.120	Email Arch. Per Mailbox - Staff	800.0000	9.9500	Each	0.00	7,960.00
601.440	Connect Ed					
601.440.110	Cnct Ed Stu Emrgncy/Basic Com Otr	0.0000	0.0000	Actual Usage	13,008.96	13,008.96
601.440.130	Connect Ed Ultra Unlimited	0.0000	0.0000	Actual Usage	575.00	575.00
601.455	Finance Manager					
601.455.160	Fin Mngr Lvl B BOCES Sup 4000-700	1.0000	12,971.0000	Annual	0.00	12,971.00
601.455.200	Fin Mngr Off-Site Bckp C 4000-699	1.0000	4,265.0000	Annual	0.00	4,265.00
601.455.230	Fin Mngr Software Annual License	0.0000	0.0000	Actual Usage	1,956.35	1,956.35
601.455.240	Fin Mngr W2/1099 Production	1,160.0000	3.2500	Each	0.00	3,770.00
601.710	eSchoolData					
601.710.110	eSchoolData K-12 BOCES Support	4,517.0000	7.5500	Student	0.00	34,103.35
601.710.120	eSchoolData License Fees K-12	4,517.0000	15.4500	Student	0.00	69,787.65
601.710.130	eSchoolData Mgmt Fee - 10% of svc	0.0000	0.0000	Actual Usage	6,978.77	6,978.77
601.820	Curriculum					
601.820.120	Curriculum District Wide Package	450.0000	28.6400	Teacher	0.00	12,888.00
601.990	Test Scanning and Reporting					
601.990.160	Test Scan/Rpt NYS Grade 3 ELA	343.0000	4.5100	Test	0.00	1,546.93
601.990.170	Test Scan/Rpt NYS Grade 3 Math	343.0000	4.5100	Test	0.00	1,546.93

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES SOUTH COUNTRY CSD		School Year 2012-13			
Program/ Serial No.	Service	Basis for Current Contract			
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost
601.990.180	Test Scan/Rpt NYS Grade 4 ELA	311.0000	4.5100	Test	0.00
601.990.190	Test Scan/Rpt NYS Grade 4 Math	311.0000	4.5100	Test	0.00
601.990.200	Test Scan/Rpt NYS Grade 4 Science	311.0000	4.5100	Test	0.00
601.990.210	Test Scan/Rpt NYS Grade 5 ELA	334.0000	4.5100	Test	0.00
601.990.220	Test Scan/Rpt NYS Grade 5 Math	334.0000	4.5100	Test	0.00
601.990.230	Test Scan/Rpt NYS Grade 6 ELA	308.0000	4.5100	Test	0.00
601.990.240	Test Scan/Rpt NYS Grade 6 Math	308.0000	4.5100	Test	0.00
601.990.250	Test Scan/Rpt NYS Grade 7 ELA	340.0000	4.5100	Test	0.00
601.990.260	Test Scan/Rpt NYS Grade 7 Math	340.0000	4.5100	Test	0.00
601.990.270	Test Scan/Rpt NYS Grade 8 ELA	323.0000	4.5100	Test	0.00
601.990.280	Test Scan/Rpt NYS Grade 8 Math	323.0000	4.5100	Test	0.00
601.990.290	Test Scan/Rpt NYS Grade 8 Science	300.0000	8.6600	Test	0.00
601.990.300	Test Scan/Rpt NYSES LAT	85.0000	14.0900	Test	0.00
601.990.310	Test Scan/Rpt NYSAA	550.0000	2.7500	Test	0.00
601.990.320	Test Scan/Rpt Rpts-Integrated Alg	350.0000	2.7500	Test	0.00
601.990.330	Test Scan/Rpt Regents - Geometry	200.0000	2.7500	Test	0.00
601.990.340	Test Scan/Rpt Regents - Algebra 2	400.0000	2.7500	Test	0.00
601.990.350	Test Scan/Rpt Regents - Comp Eng	440.0000	2.7500	Test	0.00
601.990.360	Test Scan/Rpt Regents - Global Hi	350.0000	2.7500	Test	0.00
601.990.370	Test Scan/Rpt Regents - U.S. Hist	380.0000	2.7500	Test	0.00
601.990.380	Test Scan/Rpt Regents - Earth Sci	550.0000	2.7500	Test	0.00
601.990.390	Test Scan/Rpt Regents-Living Envi	200.0000	2.7500	Test	0.00
601.990.400	Test Scan/Rpt Regents - Chemistry	100.0000	2.7500	Test	0.00
601.990.410	Test Scan/Rpt Regents - Physics	1.0000	4,811.0000	Annual	0.00
602.110	Negotiations Information Services				
612.110	Cooperative Bidding	1.0000	8,151.0000	Service	0.00
612.110.110	Coop Bidding Grp A (2900+ sdnt)				
617.100	Employee Assistance Program	500.0000	38.5000	Employee	0.00
623.110	Nonpublic Textbk Distr - Admin Fee	412.0000	62.0000	Student	0.00
623.120	Nonpublic Textbk Dist. - Textbook Fee	412.0000	125.0000	Student	0.00

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES	
SOUTH COUNTRY CSD	
School Year 2012-13	

Program/ Serial No.	Service	Basis for Current Contract					Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost				
628.120	Sub-Service (Level 2)	436.0000	132.4900	Per User	0.00		57,765.64	0.00	57,765.64
644.110	Intellipath - Line Charges (ESB)	0.0000	0.0000	Month/Line	1,173.00		1,173.00	0.00	1,173.00
657.494	Mo. Policy Update Svc (Erie BOCES)	1.0000	595.0000	Service	0.00		595.00	0.00	595.00
665.490	State Aid Planning - Questar III	1.0000	3,050.0000	Service	0.00		3,050.00	0.00	3,050.00
690.490	On-Line Application Service-Putnam	0.0000	0.0000	Service	7,000.00		7,000.00	0.00	7,000.00

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

EASTERN SUFFOLK BOCES SOUTH COUNTRY CSD	School Year 2012-13
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The party of the second part hereby agrees to pay the total contract cost to the party of the first part according to the following schedule:
10 Times per year

This contract shall not be valid or binding until it is approved by the Commissioner of Education.
IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

EASTERN SUFFOLK BOCES	201 SUNRISE HIGHWAY, PATCHOGUE, NY, 11772-
Signature, President and/or Clerk, BOCES	(Post Office Address)
SOUTH COUNTRY CSD	189 DUNTON AVE., EAST PATCHOGUE, NY, 11772-
Signature, President and/or Clerk, Board of Education (As Authorized)	(Post Office Address)

Summary:

<u>Total of Service Costs - All Funds:</u>	8,717,147.30 (Except 001/002)
<u>Capital Costs:</u>	204,807.00 (CoSer 002)
<u>Adm. & Clerical Costs:</u>	341,930.00 (CoSer 001)
<u>Total Contract Costs:</u>	9,263,884.30

Tab#4

INDUSTRIAL U.I. SERVICES
UNEMPLOYMENT INSURANCE SPECIALISTS
20 SQUADRON BOULEVARD, SUITE 101, P.O. BOX 825, NEW CITY, NY 10956
TEL. (845) 634-4620 FAX. (845) 634-4670

Principals

Mark S. Swartz, Esq., Principal

Todd A. Cohen, Principal

September 25, 2012

South Country School District
189 Dunton Avenue
East Patchogue, NY
ATTN Mr. Charlie Delargy

RE: Proposal for Unemployment Insurance Cost Control Service

Dear Charlie:

1.) HISTORY

Industrial U.I. Services (IUI), a service company specializing in Unemployment Insurance Cost Control, started business in 1968 and now represents over three hundred employers across the country.

The principals of IUI are Mark S. Swartz, Esq., and Todd A. Cohen, MBA. Mark obtained his Law Degree from the Boston University School of Law where he was an editor on the Law Review and graduated Magna Cum Laude. He is responsible for overseeing hundreds of unemployment insurance hearings yearly. He has been with Industrial U.I. Services since 1986, and is fully familiar with the entire unemployment insurance process. Todd Cohen, B.A. Albany, M.B.A. Fordham, has been with IUI since 1991 and coordinates many of our day-to-day activities including, but not limited to, updating data systems, U.I. hearings, conducting training seminars, and in-person client services.

In addition to Mark and Todd, Industrial U.I. Services has a full staff of expert claims consultants. Two of our employees have been with Industrial U.I. Services for nearly twenty years each. As our business has expanded, we have added highly qualified members to our staff. Of course we are completely computerized with a custom program to monitor all claims and provide instantaneous data retrieval.

2.) EFFECTIVE CLAIMS/U.I. CHARGES CONTROL

Careful claims handling is basic to good cost control. Sound judgment along with proper interpretations of U.I. precedent cases result in reducing (and eliminating where possible) unwarranted charges against your account.

We assist you by completing the original claim for benefits for proper submission to the local office, and most importantly, follow through on any additional questions that may occur. We will work closely with your staff to obtain all the necessary information for each claim. Our office is always available to you and your staff from the inception of a claim or for any question regarding the entire U.I. process.

We follow through on all charges against your Unemployment Insurance Account to insure that there are no errors or overcharging by the Department of Labor.

If you wish, we can become the address of record with the NYS Department of Labor Unemployment Insurance Division to ensure timely notification of all correspondence to maximize preparation time.

3.) HEARINGS AND APPEALS

Our hearings and appeals are directed by Mark S. Swartz, Esq. We are confident that Mark's expertise in law and abilities in representing our clients at hearings is unparalleled by any of our competitors. Further, we are always in complete control of the hearing process, not per-diems, who do not have a permanent vested interest in you or your organization. In advance of every hearing, we speak to the witnesses to ensure that we present the best witnesses and evidence at the hearing. By speaking to them in advance, we ensure that they feel comfortable with what to expect at the hearing.

4.) MANAGEMENT TRAINING PROGRAMS

If you wish, we will conduct a program on Supervisory Responsibilities under the U.I. Law. Highlights of our program are:

- * Definitions of Unemployment Insurance Terms such as misconduct, voluntary leaving of employment.
- * Correct preparation of warning notices.
- * Proper utilization of written Rules and Regulations.
- * Progressive/Corrective discipline.
- * The importance of a final incident prior to making a decision of discharge.
- * Financial impact of Personnel decisions on U.I. benefit charges.
- * Sufficient time for a question and answer session.

We have also been asked to be guest speakers at various Unemployment Insurance Forums.

5.) REPORTS

We are able to provide usable, timely management reports prepared by us for you. These reports, based on your needs, may include:

- A breakdown of benefits paid to claimants by quarter. This breakdown will include a summary of current claims, carryover charges, and charge back claims.
- A summary of initial determinations disqualifying claimants, hearings attended, appeal board decisions and credits obtained.
- A breakdown on the type of separation, as well as its current status with the U.I. Division.

6.) COMMUNICATIONS

We are available to your office by e-mail, phone or fax. Your calls will be answered promptly and all you have to make is one communication for all your questions.

7.) FEE

Our fee for all the above referenced services would be \$5,000.00 per year, billed in equal quarterly installments of \$1,250.00. We believe that this fee is very reasonable in light of the savings to be realized, as the maximum liability per claim is over \$10,000.

8.) REFERENCES

Available upon request

9.) SUMMARY

In summary, this is our business, our livelihood, which we have dedicated our professional efforts to achieve. We believe that we provide the finest unemployment insurance cost control service available. We provide you with expertise, experience, knowledge and a willingness to work along-side you now and for many years to come.

Why Select IUI?

1. We save you both time and money.
2. We work at building a foundation of trust between your office and ours.
3. Our references can attest to our record of providing a quality consulting service.
4. We are thorough in our preparation for Unemployment Insurance hearings.
5. We have an excellent rapport with local offices and the Unemployment Insurance Division.
6. We conduct quality training programs on Management responsibility in the Unemployment Insurance process.

Thank you for your interest, and I look forward to hearing from you. Of course, if we can provide any additional information or you have any additional questions, I am available by phone, fax or e-mail.

Sincerely yours,



Todd A. Cohen
Principal



INDUSTRIAL U.I. SERVICES
UNEMPLOYMENT INSURANCE SPECIALISTS
20 SQUADRON BOULEVARD, SUITE 101, P.O. BOX 825, NEW CITY, NY 10956
TEL. (845) 634-4620 FAX. (845) 634-4670

SERVICE AGREEMENT

Reviewed Costs, Inc. d/b/a Industrial U.I. Services, specializing in Unemployment Insurance Cost Control, hereby offers its services to:

South Country School District

for the period of One (1) year beginning January 1, 2013 — December 31, 2013.

During the life of this contract, Reviewed Costs, Inc., d/b/a Industrial U.I. Services will do the following on your behalf:

Claims Control

1. Answer all claims forms as to why claimant's job came to an end. Sign this form as your representative and submit it to the Telephone Communications Office.
2. Advise you as to claimant's entitlement to benefits based upon the information submitted to the Department of Labor. On cases where the claimant is ruled eligible, and we do not believe the claimant should be, we will check with you prior to protesting the determination.
3. Record all pertinent information regarding the claimant in order to verify the claimant's entitlement, benefit rate, weeks of charges to your account.
4. If you so desire we will break down the unemployment cost by department so you can evaluate where the money is being spent.
5. "Police" the Notice of Benefit Reimbursement Charges for accuracy. This is a follow up to item 3 above plus information we receive from you as to whether or not a claimant has accepted or refused subsequent employment.

6. Notify you quarterly as to the accuracy of the billing which you receive from the Unemployment Insurance Division in Albany. We will also give you a quarterly analysis of all claimants collecting from your account and the action taken on each one.
7. Attend, as your representative, all hearings before the Administrative Law Judge Section.
8. Participate in all appeals before the Unemployment Insurance Appeal Board.
9. Work closely with our contact in your office to be certain that the individual is familiar with all forms and other relevant material needed to control claims. We will file all protests on your behalf.
10. Conduct a workshop and/or attend any relevant meetings to explain Unemployment Insurance and its cost to the Department Heads.
11. Submit a report annually to you of our activities on your behalf.
12. Either party, at its option, may terminate this Agreement for any reason by notifying the other party in writing, by certified mail, giving at least thirty calendar days notice, any time during the terms of the agreement.

FEE

Fee for our services is \$5,000.00 per annum to be billed quarterly at the rate of \$1,250.00 per quarter.

Proposed by:  Accepted by: _____

Date: September 25, 2012 Date: _____

South Country Central School District

Tab#5



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: October 3rd, 2012

OFFICE OF ORIGIN: Office of Curriculum, Instruction and Technology

DATE MATERIAL SUBMITTED: September 13, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Differentiation Staff Development Services

STAFF RECOMMENDATION:

Resolution:

BE IT RESOLVED that the Board of Education approves the services of educational consultant/author & staff developer Ms. Judy Dodge to conduct a series of 8 days of professional development to Bellport Middle School teachers on classroom differentiation techniques for the 2012/2103 school year; daily rate of \$2,200 is to be funded through Race to the Top funding.

BACKGROUND RATIONALE: The District contracted in the past with Ms. Dodge who delivered professional development to all PK-5 elementary staff; we'd like the opportunity to continue this work at our middle school level to improve the rigor of classroom instruction so the needs of all learners are met.

Consultant Services Contract

Whereas the South Country School District has need during the 2012-2013 school year of the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise that I possess, I, hereby, enter into an agreement with its Board of Education for the following:

8 Training Dates for the Bellport Middle School
Daily rate: \$2,200.00.

The District will purchase the following materials as resource material for each participant in the professional development workshops:

Differentiation in Action (Scholastic, 2005)

25 Quick Formative Assessments for a Differentiated Classroom (Scholastic, 2009)

Services: This fee will include the creation of materials and staff development for teachers in the area of Differentiated Instruction, as well as continued online support through a link on my web site specifically designed for the South Country School District.

(As a consultant, I will not have employee status and, therefore, will not be entitled to any workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit program.)

Consultant

Signature _____

Print Name _____

Address: _____

Social Security Number _____

Date: _____

District Approval

Board of Education President:

Signature

Date

District Administrator:

Signature

Date

Materials Needed for Differentiation Workshops

With Judy Dodge 2012-2013 (516-623-7762)

To be provided to each teacher at the *initial* session:

- **1" Binder** for all of our materials (*Differentiating Instruction Binder*)
- **A copy of *Differentiation in Action*** (Scholastic, 2005)
(Includes a 14-page Study Guide for Collegial Circles) (19.99 if ordered through Scholastic/13.59 if ordered through Amazon.com)
- **A copy of *25 Quick Formative Assessments in a Differentiated Classroom*** (Scholastic, 2009) (21.99 if ordered thorough Scholastic/14.95 if ordered through Amazon. Com)

To be available at *each* session:

- ****LCD projector/computer set-up** with screen & **Internet Access** (I will be bringing a flashdrive)
- ****Easel, chart paper/masking tape and flip chart markers** (also, dry erase markers, if necessary in your room)
- ***Materials duplicated** for each session and three-hole punched (each packet in a different *light* color, if possible)
- **Please be sure to run an extra 3-holed set of materials for me, as well**
- **Separate** tables for participants (*not a u-shape or one long table*) for group activities
- **1 ream of blank paper** (*left-over paper can be saved for next session*)
- **One blank name tag** for each teacher
- **1/5 pad of Post-its** for each teacher (we can separate them)

*****Please send a memo before each session to remind teachers to bring a text or written units that they use with their class. This will help them develop curriculum material that will be useful and relevant for their own classrooms.***

Thank you Judy Dodge

Dates Reserved for Bellport School District Middle School
2012-2013

Judy Dodge
Educational Consultant/Author/Staff Developer

November 2, 2012

December 20, 2012

January 30, 2013

February 1, 2013

February 4, 2013

February 27, 2013

March 13, 2013

April 24 or April 25, 2013 (Choose one)

Snow date: June 7, 2013 (or earlier, if a date opens up)

South Country Central School District

Tab#6



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: October 3rd, 2012

OFFICE OF ORIGIN: Office of Curriculum, Instruction and Technology

DATE MATERIAL SUBMITTED: September 24, 2012

CATEGORY OF ITEM: **Action** or Report (circle one)

TITLE: NWEA Assessments (local assessment mandated by APPR)

STAFF RECOMMENDATION:

Resolution:

BE IT RESOLVED that the Board of Education approves the purchase of the NWEA MAP assessments, at a cost of \$41,422.64; purchase of assessments will be supported by federal Race to the Top funds.

BACKGROUND RATIONALE: This proposal is based upon 1,000 MAP for Primary Grades Assessment licenses and 2,057 Standard Measure of Academic Progress (MAP) Assessment licenses with support services through June 30, 2013. All software and support costs are discounted as a result of participation in ESBOCES. All qualified costs for software, consulting, and support is eligible for BOCES aid.



Eastern Suffolk BOCES **Student Data Services**

NWEA: Northwest Evaluation Association 2012-2013 Pricing Proposal for Client Server Based MAP

South Country Central School District

August 6, 2012

This proposal is based upon 1,000 MAP for Primary Grades Assessment licenses and 2,057 Standard Measure of Academic Progress (MAP) Assessment licenses with an estimated startup of July 1, 2012 school year providing support services through June 30, 2013.

Purchase Price

MAP Assessments – Full Year license @11.35 per student	\$ 34,696.95
On-site Administrative Workshop @1 day	2,960.00
E.S. BOCES Management Fee	<u>3,765.69</u>
Total for year one 2012-2013	\$ 41,422.64

**All software and support costs are discounted as a result of participation in ESBOCES.
All qualified costs for hardware, software, consulting, and support may be eligible for BOCES aid.**

BOCES aidable CoSer

South Country Central School District agrees to be invoiced by E.S.BOCES for the 2012-2013 school year at a cost of \$41,422.64 under CoSer A601R007 for the implementation of NWEA.

Signature _____

Superintendent or Assistant Superintendent for Business

_____ Date

Please return this original signed form to:

Kristen Turnow, Ed.D, 215 Old Riverhead Rd., Westhampton Beach, NY 11978, (631) 419-1659, kturnow@esboces.org and fax a copy to (631) 419-1685

South Country Central School District

Tab#7



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: October 3rd, 2012

OFFICE OF ORIGIN: Office of Curriculum, Instruction and Technology

DATE MATERIAL SUBMITTED: September 24, 2012

CATEGORY OF ITEM: **Action** or Report (circle one)

TITLE: Bridges Data & Reporting Services

STAFF RECOMMENDATION:

Resolution:

BE IT RESOLVED that the Board of Education approves the services of Bridges Data and Reporting Services to conduct yearly re-rostering and benchmark assessment analysis at a cost of \$28,032; this will be funded through the Title I and Title IIA grants.

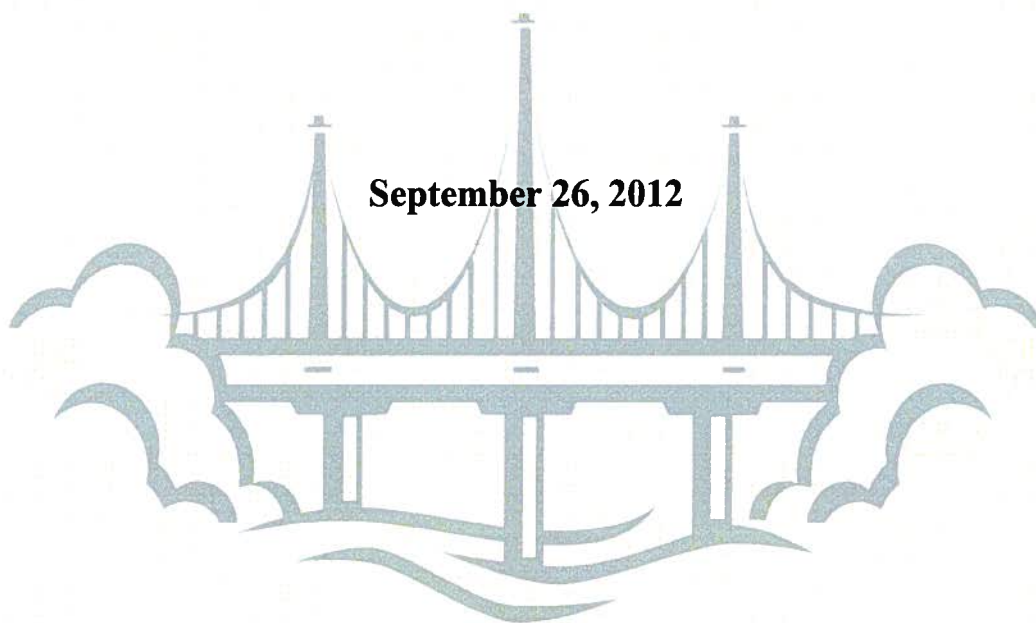
BACKGROUND RATIONALE: Bridges Data has collaborated with the South Country Central School District in our effort to develop a data driven student growth model on three levels: (1) providing re-rostered skill profiles for teachers in grades 4-9 from the NYS 2012 ELA and Math Assessments, (2) providing scanning and skill reporting on fall and winter interim Math and ELA3-8 Assessments the district administers, and (3) providing scanning and reporting services for the ELA-2 local South Country assessment. We wish to continue these services for the 2012/2013 school year.



**Bridges Data and Reporting Services
Proposed Contract
South Country Central School District
2012-2013**

From Bridges Data and Professional Development

September 26, 2012



Bridges Proposal to Provide ELA and Math Assessment Data and Reporting in South Country Central School District

Professional Development to Support Student Growth

Bridges Data and Professional Development is supporting new Western Suffolk BOCES regional assessments created this summer by providing scanning and reporting services for participating districts. Bridges is loading these new regional interim assessments into its secure on-line reporting system – STARS. All districts that participated in the regional interim assessment design workshops are being offered a 10% discount from Bridges' standard reporting fees. We propose to support South Country Central School District's effort to develop a data driven student growth model on three levels: (1) providing re-rostered skill profiles for teachers in grades 4-9 from the NYS 2012 ELA and Math Assessments, (2) providing scanning and skill reporting on fall and winter interim Math and ELA3-8 Assessments, and (3) by providing scanning and reporting services for the ELA-2 local South Country assessment.

Bridges Data Reporting to Identify Students Skill Deficits Using NYS ELA and Math Data

The first skill profiles will be from the April 2012 NYS Assessments in ELA and Math in re-rostered reports for fall classrooms in grades 4 to 9. These reports will drive the efforts of teachers and specialists in the first six to eight weeks of the year as they target student skill deficits and promote student growth. After receiving the district's 2012 NYS ELA and Math data files, South Country CSD data will be loaded into the STARS reporting system. South Country CSD will also provide Bridges with the necessary grade 3 to 9 rosters for both the 2011-12 and the 2012-13 school years. The STARS skills reports will then be made available in September and all authorized teachers and administrators will be given personal logins and passwords to the secure web-based reporting system.

Bridges Data Reporting to Track Student Skill Development and Support Growth

The summer 2012 regional workshops in ELA and Math will culminate in two tests to be administered as local assessments in the fall and winter (or spring). Bridges will facilitate the administration of these two benchmark assessments in ELA and one in Mathematics to track student growth on skills throughout the year. The district will receive custom scan forms for the fall interim assessment to be administered in November. Skill reports will be provided to teachers within 10 days of the scoring of student written responses. These skill reports will help guide teachers' instructional adjustments until the administration of the second interim ELA assessment in January 2013. The first interim math assessment is scheduled for late January 2013.

Grade 2 ELA Assessment Reporting

In the last three years Bridges has provided scanning and reporting services for the South Country CSD's local ELA-2 Assessment in the spring. The first ELA-2 reports to be made available in the 2012-13 school year will be re-rostered reports from the May 2012 ELA-2 Assessment for fall grade 3 teachers. These reports will be prepared for September delivery after Bridges receives the fall grade 3 rosters which match students with fall teachers. Custom grade, class and student skill reports will be provided to grade 3 teachers and administrators. The second set of ELA-2 reports will follow the spring administration of the South Country CSD ELA-2 Assessment. The spring grade, class and student profiles will be provided to grade 2 teachers.

Executive Summary – Data Reporting

1. 2011-2012 ELA STAR Reports – 3-9 Grade, Class and Student Re-Rostered Reports for Fall 2012 - 1,920 Students (\$2.25 per student)	\$4,320
2. 2011-2012 Math STAR Reports – 3-9 Grade, Class and Student Re-Rostered Reports for Fall 2012 - 1,920 Students (\$2.25 per student)	\$4,320
3. November 2012 ELA STAR Reports – Grade, Class and Student Reports for Grades 3-8 - 1,920 Students (\$2.70 per student)	\$5,184
4. January 2013 ELA STAR Reports – Grade, Class and Student Reports for Grades 3-8 - 1,920 Students (\$2.70 per student)	\$5,184
5. January 2013 Math STAR Reports – Grade, Class and Student Reports for Grades 3-8 - 1,920 Students (\$2.70 per student)	\$5,184
6. Fall Grade 2-3 “Re-rostered” Classroom/ Student Reports	\$540
7. May Scanning Services for ELA-2 local test	\$360
8. Spring 2013 Grade 2 ELA Classroom/ Student Reports	\$540
9. Data Loading for ELA Data for 2012-2013	\$800
10. Data Loading for Math Data for 2012-2013	\$800
11.1 Year of Technical Assistance Support for STARS	\$800

Total South Country CSD Proposed Bridges 2012-2013 Reporting \$28,032

We look forward to working with you this year. Thank you for the opportunity to provide our services. Please acknowledge your acceptance of this proposed contract by signing this letter where indicated below.

Very truly yours,

BRIDGES DATA AND PROFESSIONAL DEVELOPMENT, INC.

By: _____
Randall Simmons
Executive Director

_____ Date

Agreed to and accepted:

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Mr. Julio Morales
School Board President, South Country Central School District
RS/rs

_____ Date

Cc: Dr. Howard Koenig, Interim Superintendent of Schools, South Country CSD
Mrs. Linda J. Rozzi, Assistant Superintendent for Curriculum, Instruction & Technology
South Country Central School District

South Country Central School District

Tab#8



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: October 3rd, 2012

OFFICE OF ORIGIN: Office of Curriculum, Instruction and Technology

DATE MATERIAL SUBMITTED: September 24, 2012

CATEGORY OF ITEM: **Action** or Report (circle one)

TITLE: Superintendent's Conference Day – Guest Speaker

STAFF RECOMMENDATION:

Resolution:

BE IT RESOLVED that the Board of Education approves the services of Dr. Adeyemi Stembridge to serve as the key-note speaker on November 6th, 2012; speaker's fee is \$2,500, which is to be funded through Race to the Top funds.

BACKGROUND RATIONALE: The Key-note address will focus on defining key concepts: disproportionality, culture, vulnerabilities, risk factors, and protective factors. At the conclusion of the presentation, attendees will be able to engage in discussion and activities that draw out understandings of implications for the key concepts in providing equitable learning opportunities for all students.

Not an official record; subject to change

Adeyemi Stenbridge, PhD
30 W 141 Street
Apt. 9D
New York, NY 10037
347-469-0367

Invoice Date: September 25, 2012

Customer Information:

BILLING ADDRESS:	
Company:	South Country Central School District
Attention:	Linda Rozzi
Address:	189 N Dunton Avenue
City/State/Zip:	East Patchogue, NY 11772

PRODUCT DESCRIPTION	DATE(S)	AMOUNT
Superintendent's Day key-note presentation	November 6, 2012	\$2500

NOTES:

Key-note address to focus on defining key concepts: disproportionality, culture, vulnerabilities, risk factors, and protective factors. At the conclusion of the presentation, attendees will be able to engage in discussion and activities that draw out understandings of implications for the key concepts in providing equitable learning opportunities for all students.

1. What is disproportionality?
2. Why disproportionality is an equity issue?
3. What are the common causes of disproportionality?
4. What is the South County data?
5. What are the root causes of disproportionality in South Country?
6. What is the recent work of the TACD team in South Country?
7. What still needs to be done?

All of the day's training draws from the larger body of research-based work known as Culturally Responsive Education.

Prior to November 6, 2012, Dr. Stenbridge will provide a prep session to a group of South Country personnel so that they can lead breakout sessions after the keynote that focus on identifying the risk and protective factors of vulnerable students in the district.

South Country Central School District



Tab#9
Received

SEP 21 2012

SOUTH COUNTRY SCHOOLS
BUSINESS OFFICE

BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: October 3, 2012

OFFICE OF ORIGIN: Student Support Services

DATE MATERIAL SUBMITTED: September 20, 2012

CATEGORY OF ITEM: **Action or Report** (circle one)

TITLE: *UCP of Greater Suffolk*

STAFF RECOMMENDATION:

RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the educational services contract with *UCP of Greater Suffolk* for the 2012-2013 school year at the rates set forth by the Commissioner of Education.

BACKGROUND RATIONALE:

UCP of Greater Suffolk services South Country student(s) who present with intricate needs. At this time their needs cannot be addressed in our district based programs.

Not an official record; subject to change

SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(e)

This Agreement is entered into this _____ day of June 2012, by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and the UCP of Greater Suffolk, Inc. (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 250 Marcus Blvd., Hauppague, New York 11788.

W I T N E S S E T H

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

WHEREAS, the SCHOOL is a private, non-residential school 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, 2012 through June 30, 2013, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:
 - Instructional Services
 - Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).
2. The SCHOOL shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student's IEP.

4. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The SCHOOL shall contact and obtain from the Office of Children and Family Services a letter stating that they have reviewed the State Central Register's records and that they do not find any individuals providing services under this Agreement to be the subject of an indicated case of child abuse and maltreatment as defined in accordance with the provisions and limitations of section 424-a of the Social Services Law, as that statute had been modified by applicable court decisions.
6. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.
7. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. At the DISTRICT'S request, the SCHOOL shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
10. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
11. The SCHOOL will work cooperatively with the DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.

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

19. Insurance

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

C. COMPENSATION:

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

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

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

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

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

To School: 250 Marcus Blvd.

Hauppague, New York 11788

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

SCHOOL

DISTRICT

By: 

By: _____
President, Board of Education

South Country Central School District

Tab #10



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: October 3, 2012

OFFICE OF ORIGIN: Student Support Services

DATE MATERIAL SUBMITTED: September 20, 2012

CATEGORY OF ITEM: **Action or Report** (circle one)

TITLE: *Crotched Mountain Rehabilitation*

STAFF RECOMMENDATION:

RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the educational services contract with ***Crotched Mountain Rehabilitation*** for the 2012-2013 school year at the rates set forth by the Commissioner of Social Services.

BACKGROUND RATIONALE:

Crotched Mountain Rehabilitation services South Country student(s) who present with intricate needs. At this time their needs cannot be addressed in our district based programs.

Not an official record; subject to change

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

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this _____ day of _____, 2012 by and between Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, NY 11772 and the Crotched Mountain Rehabilitation Center (hereinafter the "SCHOOL"), having its principal place of business for the purpose of this Agreement at 1 Verney Drive, Greenfield, NH 03047.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2012 through June 30, 2013 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

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

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

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

C. COMPENSATION:

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

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

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

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

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


To School: Crotched Mountain Rehabilitation Center
1 Verney Drive

Greenfield, NH 03047

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

SCHOOL

DISTRICT


By:

By:

President, Board of Education

South Country Central School District



Tab#11
RESOLVED

AUG 30 2012

SOUTH COUNTRY SCHOOLS
SUPERINTENDENT'S OFFICE

BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: September 19, 2012

OFFICE OF ORIGIN: Student Support Services

DATE MATERIAL SUBMITTED: August 30, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: East Islip Union Free School District

STAFF RECOMMENDATION:

RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the service provider contract with *East Islip Union Free School District* for the 2012-2013 school year at the rates set forth below:

\$500 per student (approximate)
1 student

BACKGROUND RATIONALE:

A student parentally placed in a private / parochial school (St. Mary's School) outside of the SCCSD boundaries, receiving Special Education services.

Not an official record; subject to change

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this 23rd day of August, 2012 by and between the Board of Education of the East Islip Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 1 Craig B. Gariepy Avenue, Islip Terrace, New York, 11752 and 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, New York, 11772.

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 September 5, 2012 through June 30, 2013 inclusive, unless terminated earlier as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES**:

1. The DISTRICT OF LOCATION shall develop 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 the Agreement and the IESP attached as Schedule "B" in accordance with the 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 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 district 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:
189 Dunton Avenue, East Patchogue, NY 11772

To DISTRICT OF LOCATION:
1 Craig B. Gariepy Avenue, Islip Terrace, NY 11752

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 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. 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 RESIDENCE

By:
President Board of Education
South Country Central School District

Date: _____

DISTRICT OF LOCATION



By: Ken Cronin
President Board of Education
East Islip Union Free School District

Date: 8/23/12

SCHEDULE "A"

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

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

[illegible]

South Country Central School District



Tab#12
RECEIVED

SEP - 4 2012

SOUTH COUNTRY SCHOOLS
SUPERINTENDENT'S OFFICE

BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: September 19, 2012

OFFICE OF ORIGIN: Student Support Services

DATE MATERIAL SUBMITTED: August 31, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: *Cleary School for the Deaf*

STAFF RECOMMENDATION:

RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the consultant services contract with *Cleary School for the Deaf* for the 2012-2013 school year at the rates set forth by the Commissioner of Education.

BACKGROUND RATIONALE:

Cleary School for the Deaf services South Country students who present with intricate needs. At this time their needs cannot be addressed in our district based programs.

Not an official record; subject to change

SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(e)

This Agreement is entered into this _____ day of _____, 2012 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772, and the Cleary School for the Deaf (hereinafter the "SCHOOL"), having its principal place of business for the purpose of this Agreement at 301 Smithtown Boulevard, Nesconset New York.

W I T N E S S E T H

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

WHEREAS, the SCHOOL is a private, non-residential school within the State of New York authorized to provide special education and related services to students with disabilities, and identified under Article 85 of the Education Law (§4201 et seq.).

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2012 through June 30, 2013 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:
 - Instructional Services
 - Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).
2. The SCHOOL shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student's IEP.

4. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.
6. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. Upon the execution of this Agreement, the SCHOOL shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
9. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. The SCHOOL will work cooperatively with the DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
11. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby

acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
15. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
16. Upon reasonable prior notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the SCHOOL shall promptly give written notice of same to the DISTRICT.
18. Insurance
 - a. The SCHOOL, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the SCHOOL and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the SCHOOL in connection with the performance of the SCHOOL'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

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

C. COMPENSATION:

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

D. MISCELLANEOUS

1. Termination

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

discharge the parties' existing obligations to each other as of the effective date of termination.

2. Defense / Indemnification

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

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

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

To School: Cleary School for the Deaf
 301 Smithtown Boulevard
 Nesconset, New York 11767

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

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

SCHOOL



By: Kenneth Morston
Superintendent - Cleary School
for the Deaf

DISTRICT

By: _____
President, Board of Education

South Country Central School District

Tab#13



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: September 19, 2012

OFFICE OF ORIGIN: Student Support Services

DATE MATERIAL SUBMITTED: August 31, 2012

CATEGORY OF ITEM: **Action or Report** (circle one)

TITLE: *Richard W. Johnson, PT*

STAFF RECOMMENDATION:

RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the consultant services contract with ***Richard W. Johnson, PT.*** for the 2012-2013 school year at the rates set forth in the attached contract.

BACKGROUND RATIONALE:

Agency provides students with PT and OT consulting services.

Not an official record; subject to change

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

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____, 2012 by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and RICHARD W. JOHNSON, PT (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 12 Technology Drive, Unit 2, East Setauket, New York 11733.

A. TERM:

1. The term of this Agreement shall be from July 1, 2012 through June 30, 2013 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

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

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

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

C. INSURANCE:

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

D. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT \$45 per 30 minute session (individual).
2. A session includes screening, evaluation, consultation, team and/ or CSE meeting, and treatment.
3. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation.
4. The DISTRICT shall not incur any charges should CONSULTANT, its employees and/ or agents fail to attend a session for any reason whatsoever. Should a student be absent or unable to attend a session, for any reason whatsoever, the DISTRICT shall not be responsible for payment of the fee associated with such services provided the DISTRICT provides reasonable notice of the same. The DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.
5. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
6. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
7. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

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

immediately terminate this Agreement without any further liability to CONSULTANT.

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

2. Independent Contractor:

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

3. Defense / Indemnification:

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

4. Notices

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

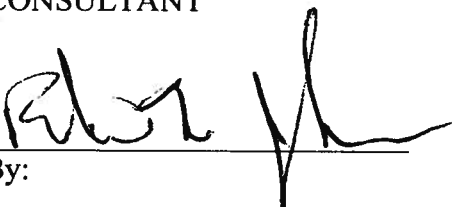
To District: Superintendent of Schools
 South Country Central School District
 189 Dunton Avenue
 East Patchogue, New York 11772

To Consultant: Richard W. Johnson, PT
12 Technology Drive, Unit 2
East Setauket, New York 11733

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

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

CONSULTANT


By: _____

DISTRICT

By: _____

Tab#14

**BROOKHAVEN ELEMENTARY SCHOOL
INTEROFFICE MEMORANDUM**

TO: DR. KOENIG
FROM: TRAVIS DAVEY
SUBJECT: CLIMBING ROCK
DATE: 9/20/2012
CC: SARA CIOFFALETTI

Requesting that this be considered as an item to be discussed at the 10/13/2012 BOE meeting for 10/17/2012 business meeting.

**AMERICAN RECREATIONAL
PRODUCTS****1535 LOCUST AVENUE
BOHEMIA, NY 11716
(631) 244-0011
(631) 750-2624 (FAX)****Estimate**

Date	Estimate #
9/18/2012	8090

Name / Address

SOUTH COUNTRY CENTRAL SCHOOLS
189 NORTH DUNTON AVE.
EAST PATCHOGUE, NY 11772

P.O. No.	Terms	FOB	AR JOB NUMBER
	Net 30		

Item	Description	Qty	Cost	Total
WEEKIDZTRAV...	~~~~BROOKHAVEN ELEMENTARY~~~~ 6' 10" x 12' WEEKIDZ TRAVERSE CLIMBING WALL - 60 GROPERZ HAND HOLDS W/ HARDWARE, MAGNA BLUE SURFACE W/ NUMBER AND LETTER MAGNETS, RED RELIEF LINE, RULES AND GUIDELINES BOOKLET, ACTIVITY GUIDE, CARE AND MAINTENANCE BOOKLET AND 2" CORDLESS MAT LOCKING SYSTEM	1	2,800.00	2,800.00
DISCOUNT INSTALLATION FRT	COURTESY DISCOUNT INSTALLATION OF TRAVERSE WALL DELIVERY TO 11772		-450.00 2,250.00 400.00	-450.00 2,250.00 400.00
ADDINS	***QUOTE IS VALID FOR 30 DAYS ***OFF-LOADING OF EQUIPMENT TO BE THE RESPONSIBILITY OF SOUTH COUNTRY CENTRAL SCHOOLS ***PACKING DEBRIS TO BE NEATLY LEFT ON SITE OR LOADED IN A CUSTOMER SUPPLIED CONTAINER ***ANY FEES INCURRED FOR ADDITIONAL INSURED SHOULD THEY BE REQUIRED WILL BE THE RESPONSIBILITY OF SOUTH COUNTRY CENTRAL SCHOOLS		0.00	0.00
We look forward to doing business with you.			Total	\$5,000.00

6'10" x 12' WEEKIDZ™ TRAVERSE WALL

CLIMBING WALL SYSTEM: (Protected by US Patent No 7056266, other patents pending)

- Young students are more attracted than ever to climbing when magnetic capabilities are combined with a Traverse Wall designed for preschoolers.
- The **Magna® Blue surface** accepts magnets! While climbing, children can place and move the included magnets to develop fine motor skills and reinforce knowledge of letters and numbers.
- Three panels, 6' 10"H by 4'W, for an overall length of 12'. Note: 5'H by 4'W of climbing surface per panel.
- 60 **Groperz™ Route-Setting Hand Holds** in two colors - Yellow and Red. All holds have a standardized bolt length. Holds come with mounting bolts and Allen wrenches.
- 183 Premium 5/8" Barrel T-Nuts for easy installation and increased route-setting capabilities.
- Magnet letters and magnet numbers.
- One Dry-Erase Activity Plate.
- Everlast's **Red-Relief Line®** to remind climbers to stay within the safety zone.
- **Climbing Walls Rules & Guidelines sign** (18"x24")
- **Activity Guide** that includes 10 detailed lesson plans and important safety information.
- **Safety, Care and Maintenance Instructions** booklet.
- All Everlast products are backed by Product Liability Insurance and carry a One-Year Warranty.
- Background checks are performed on all trained, professional installers and they are covered by worker's compensation insurance.

2" CORDLESS MAT LOCKING® SYSTEM (Protected by US Patent #7819778):

- Our **Cordless Mat Locking® System** protects your wall from unsupervised use by securing the mats to the wall via our security latch, not cords – the most user-friendly system available.
- Our 2-inch mats have been tested per the **ASTM F2440-04 Standard Specification** and exceed the performance requirements.
- Three mats, 6 feet high and 4 feet wide, for an overall length of 12 feet.
- Foam consists of 2 inches of polyethylene.
- Two nylon-webbing loops attached to each mat for use as Mat Locking System.
- Two highly durable **thermal plastic coated tabs** attach to each mat and connect to base of the wall (to prevent climbing *under* mats when wall is closed). These unique tabs are the most durable way to connect the mats to the wall.
- **18 Ounce** vinyl mats are available in Red or Royal Blue. (Custom color upgrades are available.)
- Available upgrade to our Premium 3" Mats that have been tested per the ASTM F1292-04 and ASTM F2440-04 Standards.

WEEKIDZ™

EVERLAST CLIMBING INDUSTRIES, INC.

TRAVERSE WALL



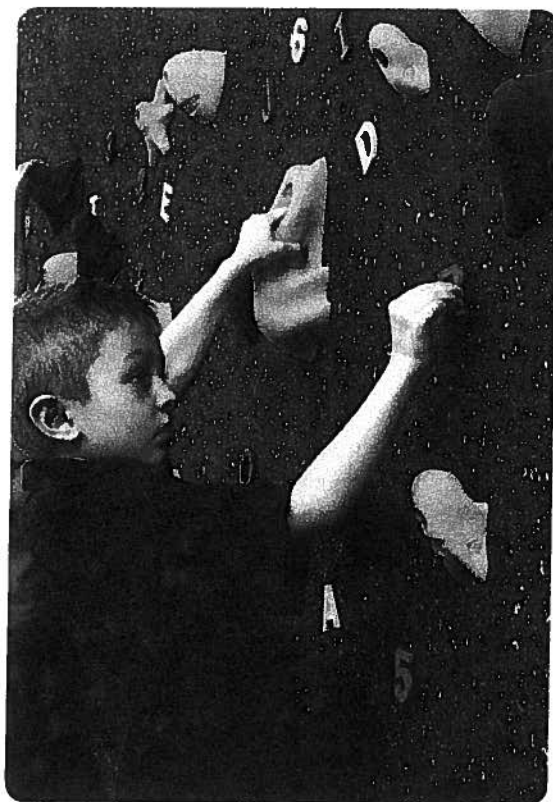
Protected by

US Patent #7520838

WEEKIDZ™ TRAVERSE WALL

Our most popular Traverse Wall is available in a size perfect for preschool-age children and gross motor development. With its Magna® surface that accepts magnets, the WeeKidz™ Traverse Wall also enables children to work on fine motor skills to place, remove and arrange magnets as they climb. This feature provides unique opportunities to reinforce learning, like letter, number and shape recognition. Experiential learning on the WeeKidz Traverse Wall captivates young minds and bodies.

Safety is a top priority, so each WeeKidz Traverse Wall includes the Red-Relief Line®. This safety feature reminds climbers to keep their feet a safe distance from the floor and is a useful visual aid for supervisors who are monitoring climbers. The included 2" safety mats provide a comfortable landing surface for climbers and fold up to "close" the wall, preventing unsupervised climbing. The colorful hand holds add eye appeal to the WeeKidz Traverse Wall and were designed with children in mind. They are tendon friendly, easy to grasp and are color coded for difficulty to accommodate many ability levels. Each wall includes Red-Relief Line®, Groperz™ Route-Setting Hand Holds, Groperz™ Critterz™ Hand Holds, letter and number magnets, all required hardware and activity guide.



EVERLAST CLIMBING INDUSTRIES, INC.

INSTALLATION INSTRUCTIONS: WEEKIDZ™ TRAVERSE WALL PANEL



Materials Included:

Panels
Sleeve Anchors

Tools Needed:

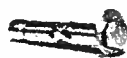
Level
Wood Shims
1/2" Hammer Drill Bit

Drill
Socket Wrench
Wood Block

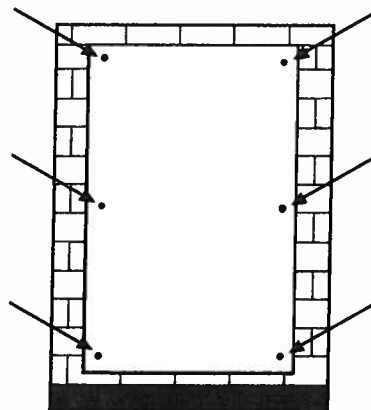
INSTALLATION INSTRUCTIONS:

(Please read all instructions thoroughly before starting to install)

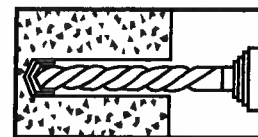
1. Set the first panel on a block that is taller than the existing baseboard. Staying above the baseboard allows for future servicing and maintenance of your floor.
2. Place a 4' level on top of the first panel, making sure the edge is clear of debris and paint. Shim the panel so that it is perfectly level. (You can double-check this by using the level to plumb the side of the panel as well, but the top of the panel is a more trustworthy surface.) It is very important that the first panel be exactly level, since it will affect the remainder of the wall.
3. Hold the panel firmly in place and using a 1/2" hammer drill bit, drill through the two middle mounting holes.
4. Insert two of the 1/2" sleeve anchors provided. Tighten them down using a socket wrench or fixed wrench. Tighten them until snug - do not overtighten. If sleeve anchor starts to spin, pull out on the bolt head to "set" the cone in the sleeve.
5. Drill holes in the rest of the mounting holes. Insert sleeve anchors in the remaining holes and tighten.
6. Repeat steps to install the remainder of the panels to complete your climbing wall.



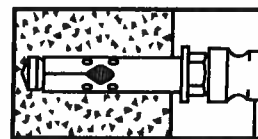
Sleeve
Anchor



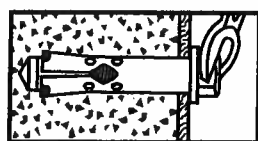
Mounting Holes



Step #1



Step #2



Step #3

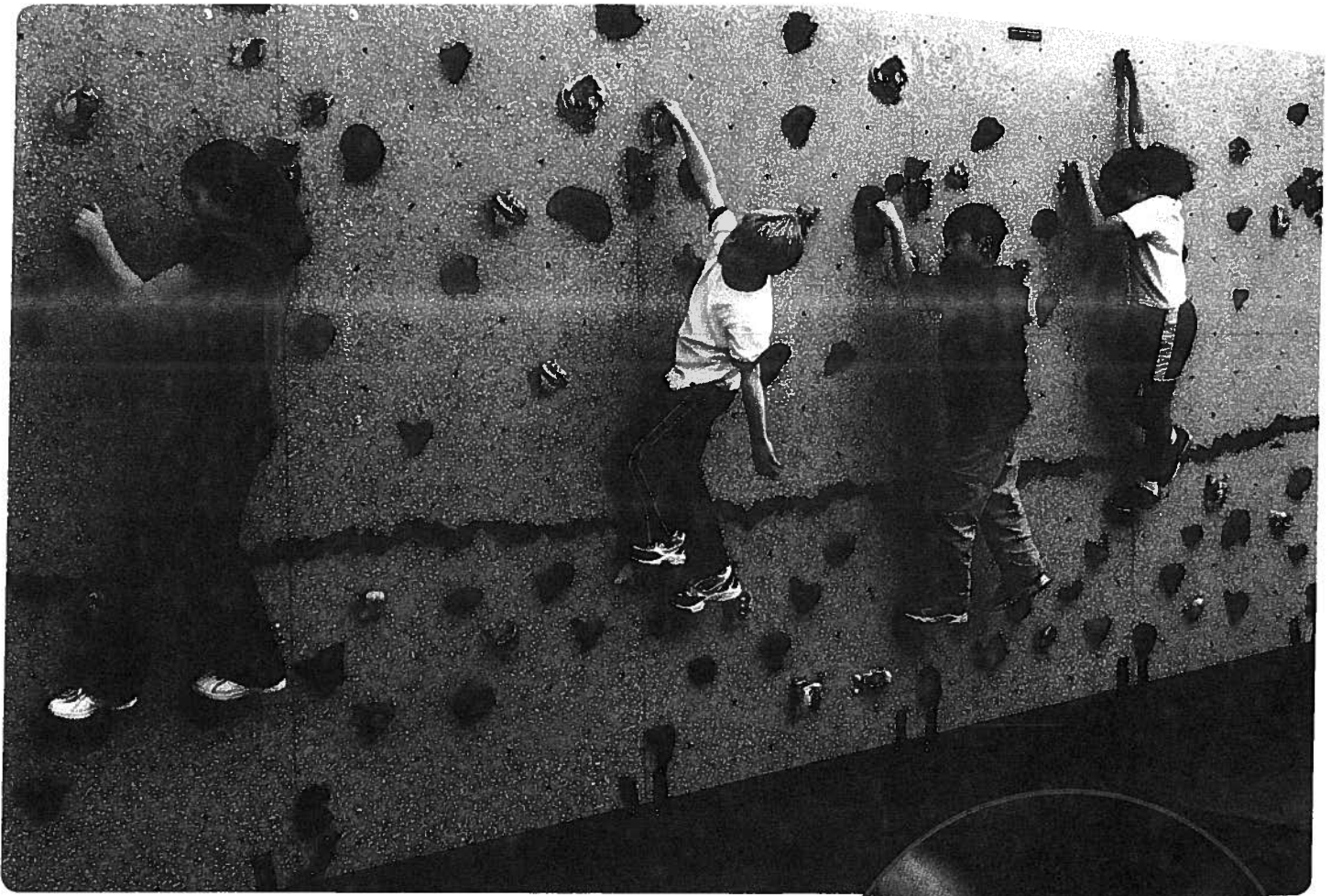


WARNING

THE PROPER CARE AND ONGOING MAINTENANCE OF YOUR CLIMBING WALL IS ESSENTIAL AND IS YOUR RESPONSIBILITY. PLEASE REFER TO THE SAFETY, CARE AND MAINTENANCE INSTRUCTIONS.

EVERLAST CLIMBING INDUSTRIES, INC.

RED-RELIEF LINE®



RED-RELIEF LINE®

The Red-Relief Line® is a safety feature for your Traverse Wall. Mount these thin red hand holds three feet from the floor and instruct climbers that their feet should be no higher than the line.



EVERLAST CLIMBING INDUSTRIES, INC.

INSTALLATION INSTRUCTIONS: RED RELIEF LINE®



Materials Included:
Red Relief Line™
Screws

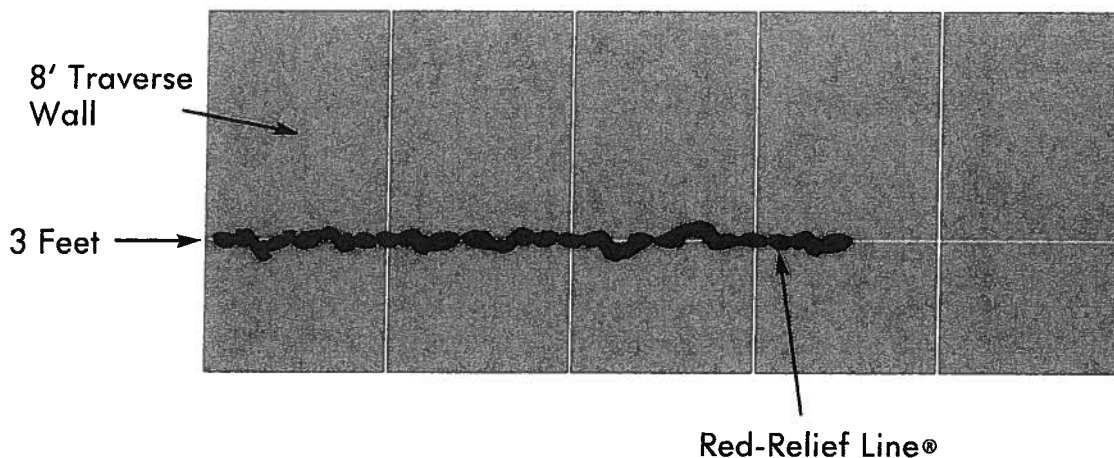
Tools Needed:
Drill
#2 Phillips Head Bit

NOTE: THE RED RELIEF LINE® RUNS THE ENTIRE LENGTH OF THE TRAVERSE WALL AT EITHER 3' OR 3 1/2' FROM THE FLOOR DEPENDING ON THE HEIGHT OF YOUR WALL.

INSTALLATION INSTRUCTIONS:

(Please read all instructions thoroughly before starting to install)

1. Begin at one end of your Traverse Wall. With an 8' high Traverse Wall, measure 3' from the floor. With a 10' Traverse Wall, measure 3-1/2' from the floor. This will put you roughly between two rows of T-nuts. Adjust up or down a few inches, as necessary, to avoid covering any T-nuts. Mark this location on the first panel.
2. Using a drill with a #2 Phillips head bit, screw the first piece of Red Relief Line® in the position determined in Step #1.
3. Continue horizontally, installing the rest of the Red Relief Line®. It is not necessary that the line be perfectly straight. Consider giving it a slightly wavy, organic look.



WARNING

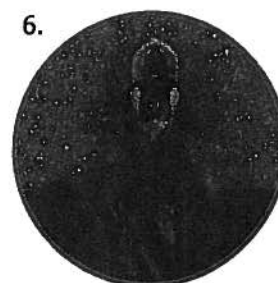
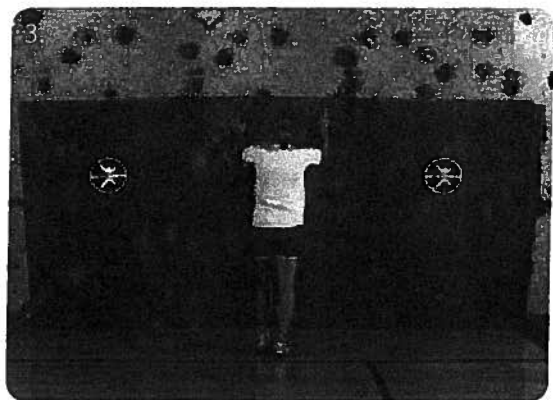
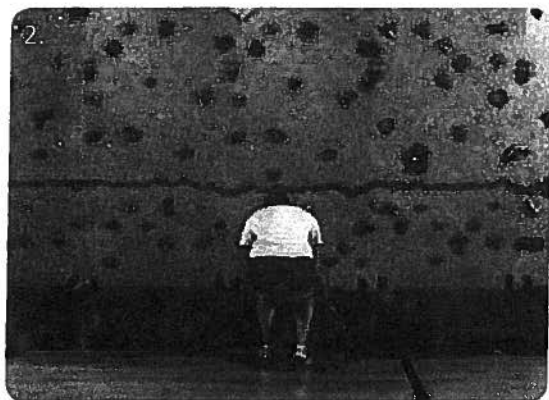
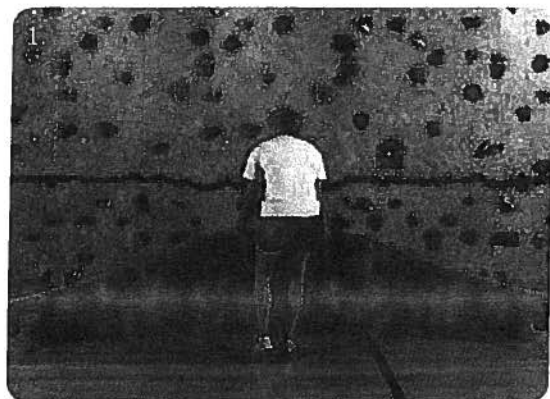
THE PROPER CARE AND ONGOING MAINTENANCE OF YOUR CLIMBING WALL IS ESSENTIAL AND IS YOUR RESPONSIBILITY. PLEASE REFER TO THE SAFETY, CARE AND MAINTENANCE INSTRUCTIONS.

Cordless Mat Locking® System

patent pending

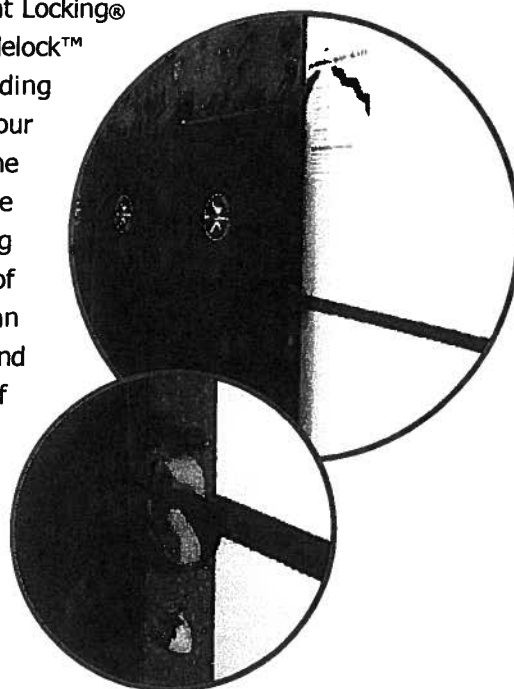
LOCKING YOUR WALL IS EASY!

Prevent the unauthorized use of your Traverse Wall with our revolutionary Mat Locking® System. This CORDLESS version is so easy to use! Simply hang the nylon webbing loops onto the specially-designed holds, push up the red security latch and lock it with a few turns of the security bolt. Mats velcro to one another and attach to the base of the wall with nylon tabs. Our "No Climbing" decal is printed on the outer side to serve as a notice that the wall is closed. Installation required.



Upgrade with SideLock™ holds

Add extra security to the Mat Locking® System with our new SideLock™ holds. This patent-pending upgrade locks each end of your system and prevents someone from climbing in between the mats and the closed climbing wall. Loops on the sides of each end mat attach to an additional Mat Locking Hand Hold for complete closure of your wall.



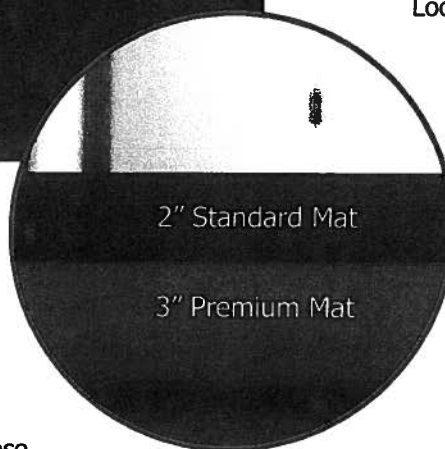
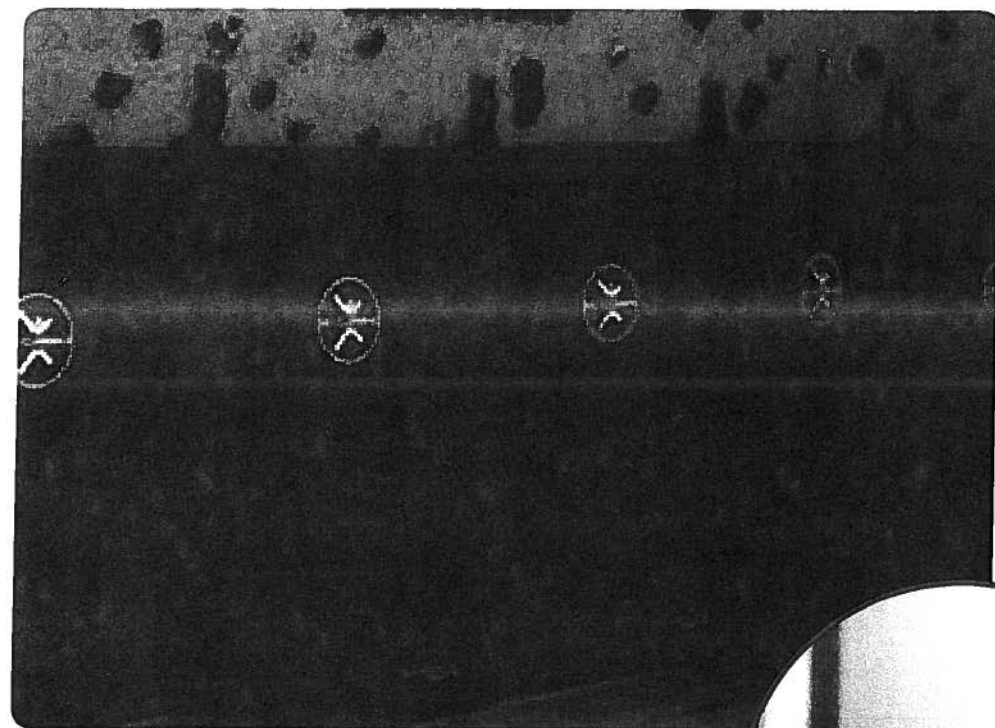
Unless noted, all vinyl is Fire Retardant and meets the NFPA-701 (National Fire Protection Association) and CSFM (California State Fire Marshal) standards. All mats exceed minimum performance requirements of ASTM F2440-04 Standard Specification for Indoor Wall/Feature Padding.

Cordless Mat Locking® System

patent pending

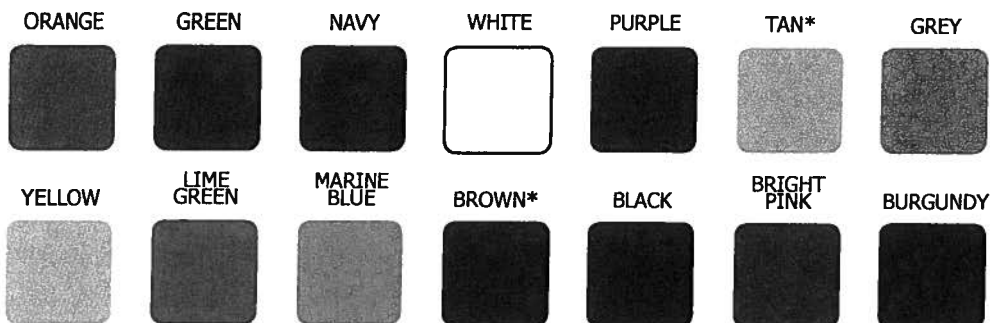
2-INCH STANDARD SAFETY MATS

Our 2-inch Standard Mats provide a comfortable landing surface for climbers. They are constructed of 2-inch polyethylene foam which is enclosed within an 18 oz. polyester-reinforced vinyl cover. 4'x6' sections are available in Royal Blue, Red and 14 custom colors. 2-inch nylon webbing loops and tabs are attached for use with the Mat Locking® System.



3-INCH PREMIUM SAFETY MATS

Our 3-inch Premium Safety Mats provide an extra inch of landing surface compared to our 2-inch Standard Safety Mats. They are constructed of 3-inch polyethylene foam which is enclosed within an 18 oz. polyester-reinforced vinyl cover. These industry-leading mats have been tested and meet ASTM Standard F1292-04 (with a critical height of 8' at an ambient temperature of 68° F). 4' x 6' sections available in Royal Blue, Red and 14 custom colors. 2-inch nylon webbing loops and tabs enable use with the Mat Locking® System.



CUSTOMIZE YOUR MAT LOCKING® SYSTEM!

Upgrade your Cordless Mat Locking System mats with custom colors! Choose your favorite color or colors that coordinate with your gym's décor.

*Brown and Tan vinyl are not Fire Retardant and do not meet the NFPA-701 (National Fire Protection Association) and CSFM (California State Fire Marshal) standards.

EVERLAST CLIMBING INDUSTRIES, INC.

INSTALLATION INSTRUCTIONS: CORDLESS MAT LOCKING SYSTEM™



Materials Included:

Mats
Mat Locking Holds
(including red slider, bolt and washer)
Security Wrench
1-5/8" Screws
Bolts

Tools:

Drill
#2 Phillips Head Bit

INSTALLATION INSTRUCTIONS:

(Please read all instructions thoroughly before starting to install)

1. Lay mats on the floor so that the bottom straps are closest to the wall and line up with the T-nuts on the wall. Attach the bottom straps to the climbing wall using the bolts and security wrench provided. Choose the grommet hole that allows the strap to have some slack - you may need to angle the straps to reach a nearby T-nut.

2. With the bottom straps attached to the wall, stand the mats up against the wall.

IMPORTANT NOTE: The Cordless Mat Locking System™ is designed for the mats to rest on the floor. Hanging the mats off of the floor will shorten their life and make them much harder to use.

3. Hook the loop of the nylon webbing over a Mat Locking Hold and hold it in a correct position on the climbing wall. Make sure the loops are not pulled too tight as this will make the locking/unlocking process more difficult. Where two mats come together, pass one loop through the other before hooking it over the Mat Lock Hold™. (C)

4. Using a drill with a #2 Phillips Head Bit, screw the three 1-5/8" screws through the Mat Lock Hold™ and into the climbing wall, starting with the top mounting hole first. (A)

5. Repeat steps #3-4 to install the remainder of the Mat Locks™ on the wall.

6. Starting with the first Mat Lock™, slide the red slider up into the "locked" position. (B) Tighten with the security wrench.

7. Repeat step #6 for the remainder of the Mat Lock Holds™.



WARNING

THE PROPER CARE AND ONGOING MAINTENANCE OF YOUR CLIMBING WALL IS
ESSENTIAL AND IS YOUR RESPONSIBILITY. PLEASE REFER TO THE
SAFETY, CARE AND MAINTENANCE INSTRUCTIONS.

EVERLAST CLIMBING INDUSTRIES, INC.

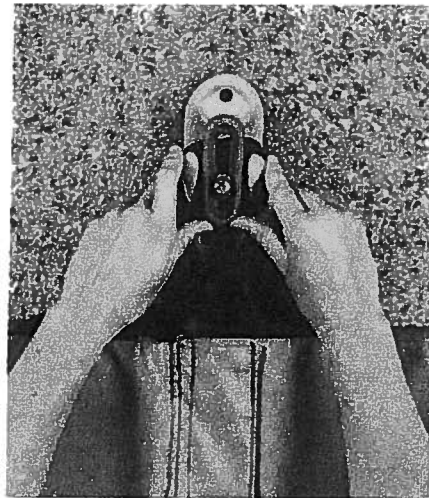
INSTALLATION INSTRUCTIONS: CORDLESS MAT LOCKING SYSTEM™



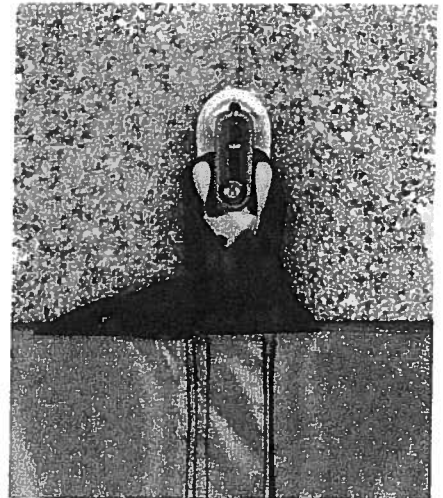
A



B



C



WARNING

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EVERLAST CLIMBING INDUSTRIES, INC.

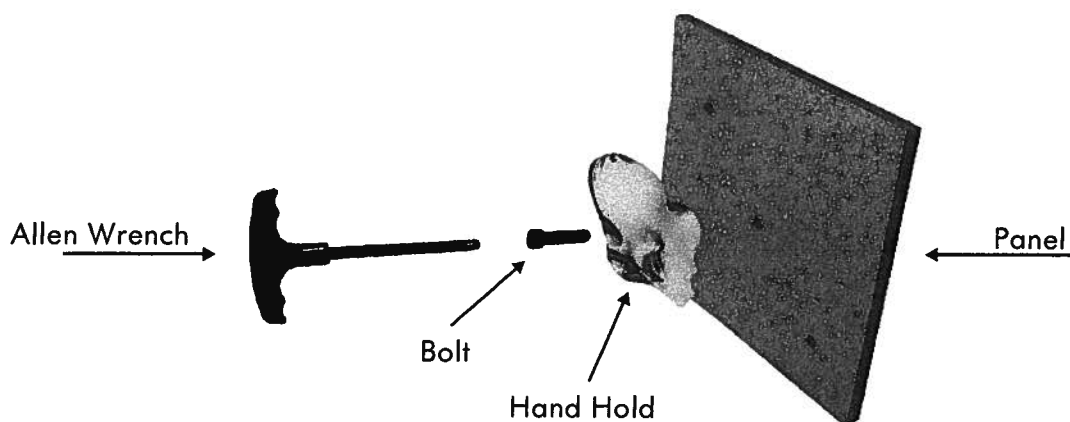
INSTALLATION INSTRUCTIONS FOR GROPERZ™ HAND HOLDS



INSTALLATION INSTRUCTIONS:

(Please read all instructions thoroughly before starting to install)

1. Place Groperz™ Hand Hold over desired hole (T-nut) in wall, lining up the hand hold with the hole in the climbing wall.
2. Insert bolt through Groperz™ Hand Hold and into the climbing wall.
3. Using an Allen Wrench (included), gently start threading the bolt into the T-nut. (Take care not to cross-thread the T-nuts.)
4. If you feel resistance while starting to thread the bolt, immediately stop, remove the bolt and readjust the hand hold and bolt angle.
5. When the bolt threads are started properly, continue threading the bolt until it becomes tight, then give another 3/4 of a turn.



REMOVING AND MOVING GROPERZ™ HAND HOLDS:

1. Using the Allen Wrench, remove the bolt by turning it counter-clockwise.
2. When moving Groperz™ Hand Holds to T-nuts that have never been used, it is important to always follow installation instructions carefully.

HINTS:

1. Your climbing wall will be more useful and interesting if all types of holds are spread out along the climbing wall.
2. Separate the Groperz™ Hand Holds by colors and sizes.
3. Distribute each color of Hand Holds evenly on each panel.
4. Clean Groperz™ Hand Holds in dishwasher as needed. Let air dry.



THE PROPER CARE AND ONGOING MAINTENANCE OF YOUR CLIMBING WALL IS ESSENTIAL AND IS YOUR RESPONSIBILITY. PLEASE REFER TO THE SAFETY, CARE AND MAINTENANCE INSTRUCTIONS.

LIMITED WARRANTY

Everlast Climbing Industries, Inc. (ECI) warrants to the original purchaser that the products purchased from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase. Should the products purchased from ECI fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting Everlast Climbing Industries, Inc. in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

**Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366**

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Any modifications or changes to ECI's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If this product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 457102-GAUWX-11-12	CONTACT NAME:		
	PHONE (A/C No. Ext):	FAX (A/C, No):	
INSURED Everlast Climbing Industries, Inc. 1335 Mendota Heights Road Mendota Heights, MN 55120	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Columbia Casualty Company		31127
	INSURER B: Transportation Insurance Co		20494
	INSURER C: National Union Fire Ins Co Pittsburgh PA		19445
	INSURER D: Liberty Insurance Underwriters Inc.		19917
	INSURER E: American Casualty Company Of Reading, Pa		20427
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:**

ATL-002688974-35

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$50,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			4015728458 ('\$10M AGGREGATE CAP')	08/01/2011	08/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BUA 2098343798	08/01/2011	08/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded: \$1,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE 065218768	08/01/2011	08/01/2012	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 2 98343753 (AOS) WC 2 98343834 (CA) WC 2 98343879 (WI)	08/01/2011 08/01/2011 08/01/2011	08/01/2012 08/01/2012 08/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Excess Umbrella			EXCAT176452-1	08/01/2011	08/01/2012	\$25,000,000 Excess \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For Information Only

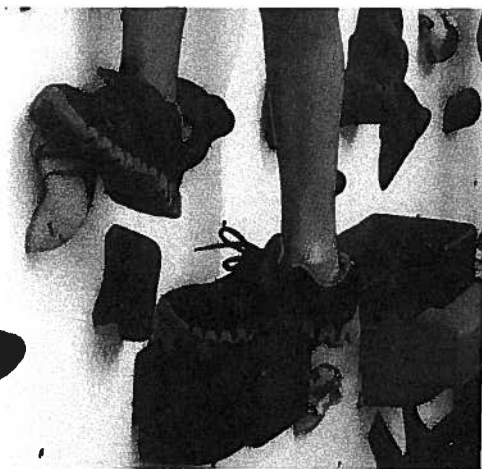
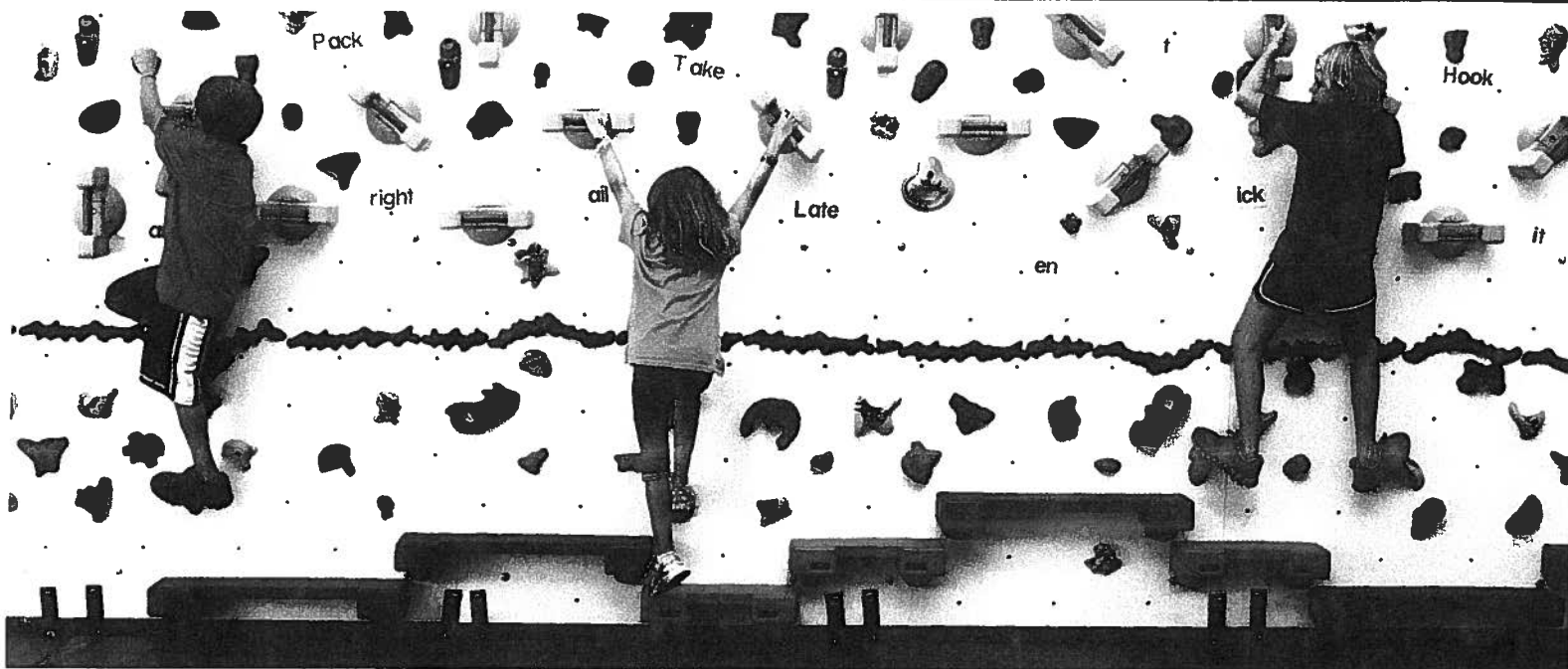
CERTIFICATE HOLDEREverlast Climbing Industries, Inc.
1335 Mendota Heights Road
Mendota Heights, MN 55120**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Ted L. Young

EVERLAST CLIMBING™ ADAPTIVE HAND HOLDS



The Adaptive Traverse Wall was reviewed in a therapeutic play session by the National Lekotek Center. For more information and to download the full report visit us online.

ableplay RATING

serial #EVPC-RW01-0801-11

Everlast/PlayCore
Rock Climbing Wall

DISABILITY CATEGORY	RATING (1-5)
Sensory	★★★★★
Cognitive	★★★★★
Physical	★★★
Communicative	★★★

www.ableplay.org

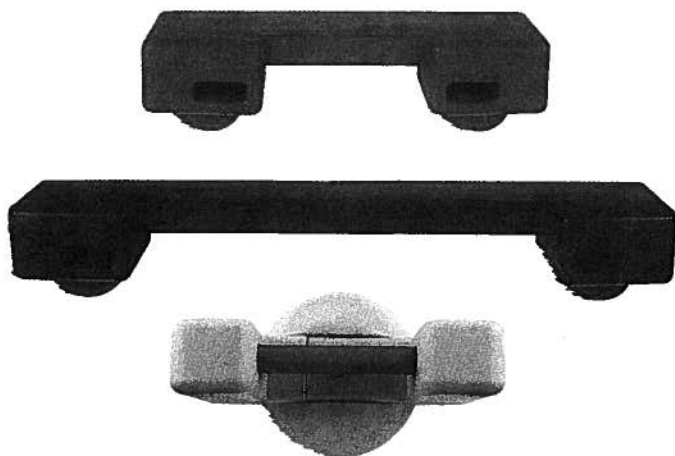
Play products for children with special needs
Independent evaluation by National Lekotek Center

ADAPTIVE HAND HOLD SET

Package includes:

Small Foot Hold, Large Foot Hold, 4 Adaptive Hand Holds, All Hardware and Necessary Tools.

GRAND TOTAL..... \$699.00



EVERLAST CLIMBING™

A PLAYCORE® Company

sales@everlastclimbing.com

| 800.476.7366

Cioffaletti, Sara

Tab#15

From: Clark9, Sean
Sent: Thursday, September 20, 2012 2:40 PM
To: Cioffaletti, Sara
Cc: Koenig, Howard
Subject: Donation for board agenda

The Patchogue Elks will be donating 110 dictionaries to Kremer St. third grade students at an approximate total value of \$220.

Thanks
Sean