

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

**WEDNESDAY, AUGUST 21, 2013**

The meeting will begin at 6:00 p.m., for the possible purpose of considering a motion to enter executive session to discuss a stipulation of agreement regarding out of district placement, negotiations with SCAA, and capital project legal negotiations. If there is an executive session, the meeting will return to public session at approximately 7:30 p.m. to consider the agenda and all other items which may properly come before the Board of Education. The tentative agenda and supporting information for this meeting will be posted at [www.southcountry.org](http://www.southcountry.org) once it becomes available.

- A. Call to Order and Pledge of Allegiance
- B. Emergency Evacuation Procedures  
Smoke Free School District
- C. Board Consent Agenda – Approvals
  - 1. Minutes- Workshop meeting of August 7, 2013
  - 2. Treasurer’s Report- July, 2013
  - 3. Selection process for Student ex-officio Board member
- D. Communications and Announcements
- E. Public Commentary (Agenda Item Only)
- F. Items for Discussion/Action
  - 1. Strategic Planning Goals
  - 2. Second Reading Policy #1511- Board of Education Meeting Agenda Format
  - 3. Facility Re-naming
  - 4. Middle School Athletic Teams
- G. Board Consent Agenda – Curriculum and Instruction
  - 1. CSE Minutes
  - 2. CPSE Minutes
- H. Board Consent Agenda – Personnel
  - 1.- Resignations/Retirements/ Leave of Absence/ Return from Leave of Absence
  - 2.- New Instructional Appointments- Probationary
  - 3.- New Instructional Appointments- Part-Time
  - 4.- Approve Long Term Substitutes
  - 5.- Tenure Recommendation
  - 6.- Non-Instructional New Appointment- Full-time

Tab #1

Tab #2

Tab #3

Tab #4

- 7.- Approve Extra Duty Assignments Clubs
- 8.- Approve Additional Work
- 9.- Approve Recall of Staff from Preferred Eligible List
- 10.- Approve Appointment Instructional Stipend
- 11.- Approve Substitutes

**I. Board Consent Agenda – Business**

- 1. Bellport Teachers’ Association Side Letter of Agreement

Tab #5

- 2. Contracts

- a. Maxim Staffing Solutions Consultant Services Contract
- b. Tender Age PT, Inc. Consultant Services Contract
- c. All About Kids Consultant Services Contract
- d. St. James Tutoring, Inc. Consultant Services Contract
- e. Achieve Beyond Consultant Services Contract
- f. Little Flower Union Free School District Educational Services Contract
- g. Patchogue-Medford Union Free School District Service Provider Contract
- h. Positive Behavior Support Consulting & Psychological Resources, PC  
Consultant Services Contract

Tab #6

- 3. Guercio & Guercio- Hourly rate for litigation support services
- 4. Grounds Maintenance Bid 2013-03- Jason Crane Landscaping, Inc.
- 5. Credit change order- Rolands Electric, Inc.
- 6. Item for discard- Shredder
- 7. Discard of textbooks

Tab #7

Tab #8

Tab #9

Tab #10

**J. Public Commentary (Non-Agenda Items)**

**K. Closing Remarks by Board Members**

**L. Adjournment**

**TAB #1**

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

**1. CALL TO ORDER (6:15 p.m.)**

Call to Order

Board President Chris Picini called a Business Meeting of the Board of Education to order at 6:15 p.m. The meeting took place at the South Haven School, Montauk Hwy, Brookhaven, NY.

**Board of Education Members Present:**

Rocco DeVito	Julio Morales
Lisa Di Santo Grossman ( <i>arrived 6:40 pm</i> )	Chris Picini
Carol Herrmann	Rob Powell
Jeannette Mistler ( <i>arrived 6:25 pm</i> )	Barbara Schatzman ( <i>arrived 6:20 pm</i> )

Roll Call

**Board Members Absent:** Victor Correa

**Others Present:** Superintendent of Schools, Dr. Joseph Giani, Asst. Supt for Business, Charles Delargy, Asst. Supt. Curriculum, Instruction & Technology, Margaret Evers, Athletic Director Robert McIntyre, Director of Student Support Services, Jack Colombo, Principals Timothy Hogan, Brian Ginty, Travis Davey, Kathy Munisteri, School Attorneys Christopher Guercio, Douglas Spencer, other guests and members of the community.

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance

Charles Delargy led all present in the Pledge of Allegiance.

**A motion (Herrmann / DeVito) to convene to Executive Session at 6:17 pm to discuss the appointment of a Director of Special Education, other personnel and legal matters:**

Executive Session

**VOTE:** *Motion carries unanimously.* 5-Yes, 0-No, Absent (Correa, Grossman, Mistler, Schatzman).

The meeting reconvened at 7:45 pm.

Resume Public Session

Trustee Schatzman asked for a moment of silence in memory of former student, Kaitlyn Dougherty .

**2. BOARD CONSENT AGENDA**

**An omnibus motion (Schatzman / DeVito ) to approve the following resolutions, Items # A - F:**

**A. Approval of minutes – Business Meeting of July 17, 2013**

Approval of Minutes

**B. The Board hereby makes the following appointments for the 2013-2014 school year:**

*(\*These items were listed as TBD at July 3, 2013 Reorganization meeting.)*

Officer Appointments

Attendance Officer*	Nelson Briggs
Census Enumerator*	Nelson Briggs
504 Compliance Officer*	Margaret Evers
Homeless Liaison Officer*	Margaret Evers
District DASA Coordinator*	Margaret Evers
Bellport High School DASA Coordinator	Tim Hogan
Bellport Middle School DASA Coordinator	Brian Ginty
Frank P. Long DASA Coordinator	Stefanie Rucinski

Brookhaven Elementary School DASA Coordinator	Travis Davey
Kreamer Street Elementary School DASA Coordinator	Sean Clark
Verne W. Critz Elementary School DASA Coordinator	Kathleen Munisteri

C. **RESOLVED**, the Board hereby authorizes the Superintendent of Schools or the Assistant Superintendent for Business to certify payrolls. (Commissioner's Regulations 170.2; Ed. Law 1720, 2532.)

Authorization to  
Certify Payrolls

D. **WHEREAS**, the nature of State, Federal, and County grant applications require approval of the Board of Education, and

Authority to  
Supt - Grant  
Applications

**WHEREAS**, the timeliness of information and deadline requirements are not necessarily coordinated with meetings of the Board of Education, now therefore, be it

**RESOLVED**, Dr. Joseph Giani, Superintendent of Schools, is authorized to apply for any and all funding which in his judgment is appropriate for the South Country Central School District for the 2013-2014 school year, and

**BE IT FURTHER RESOLVED** that the Superintendent of Schools report such application for funding to the Board of Education at the next regular meeting following.

Petty Cash Fund

E. **RESOLVED**, that the Board hereby establishes a petty cash funds and designates the following respective custodian for the 2013-2014 school year:

Central Administration . . . . . \$100.00 Dr. Joseph Giani

F. **RESOLVED**, that the Board hereby authorizes the Superintendent of Schools or designee to take action on administrative and teacher requests to attend conferences, conventions and workshops within the limit of the 2013-2014 budget appropriations and in accordance with Board policy (General Municipal Law 77-b).

Inst. Staff  
Conferences /  
Workshops

**VOTE:** Motion carries unanimously. 8-Yes, 0-No, Absent (Correa).

### 3. **SUPERINTENDENT CONSENT AGENDA** **PERSONNEL**

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

Personnel

A. **RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the Instructional appointments as cited in the 9 Item Board Action List attachment.

**VOTE:** Motion carries unanimously. 8-Yes, 0-No, Absent (Correa).

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

- Strategic Planning Goals
- Board Retreat
  - Tentative dates 9/21/13 or 9/28/13, 10 am to 2 pm. Board to confirm.
- Proposed Board Agenda Format – 1<sup>st</sup> Reading of Policy 1511 Agenda Format. Board to try new format at next Board meeting.

BOE / Supt  
Discussion Items

- Petition received to change the name of Bellport High School to John Conquest
- Memorial High School.

Dr. Giani commented on the new statewide test scores being released tomorrow, noting that the lower scores don't reflect lower performance but rather changes due to assessments that measure the Common Core Standards. A presentation is being planned for the public. Despite the challenges we may face, Dr. Giani is confident that our mission to prepare for college and career success may be achieved.

Dr. Giani advised he has met with School Resource Officers and Administrative staff in response to the recent articles regarding street gangs in the community.

He reported back on the following topics discussed at the previous meeting:

- Part 83 Referral: NYSED reviewed and is not initiating investigation. The matter is closed.
- Hiring Committees: Procedures are currently being reviewed.
- Middle School Air Conditioning Unit: Awaiting samples and proposals from vendor.
- Veterans Memorial: Committee is being formed.
- South Haven Program / Home Tutoring : A committee being formed to assess the current program.

#### **ITEMS NOT LISTED ON THE AGENDA**

Items Not Listed  
on Agenda

- Board Committees – Sub Committees – Building Liaisons.
- Clarification on Building Use Policy.
- Suggestion box for District Staff.
- Suggestion for new meeting format to include issues addressed, with notice to Board.

#### **PUBLIC PARTICIPATION**

Comments were heard from residents Susan Grucci, Regina Seltzer, Toni Huffine and Sheryl Moodt.

Public  
Participation

#### **ADJOURNMENT**

A motion (Mistler / Herrmann) to adjourn at 9:30 pm.

Adjournment

**VOTE:** Motion carries unanimously. 8-Yes, 0-No, Absent (Correa).

Respectfully submitted,

*Nancy Poulos*

District Clerk

*Attachments*

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT**


**FINANCIAL REPORTS**

**July 2013**

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 8-13-13

## South Country CSD

## Treasurer's Report

**7.01.13 - 7.31.13**

Chuetu m Johnson 8/13/13

ACCOUNT & LOCATION	PREVIOUS BALANCE	RECEIPTS	DISBURSE	NEW DISTRICT BALANCE	BANK STATEMENT BALANCE	OUTSTANDING CHECKS / (DIT)	NET BALANCE
<b>GENERAL FUND ACCOUNTS</b>							
GENERAL FUND-MMA	5,871,832.59						
GEN.FUND-FLUSHING INV	15,324,893.20	5,001,292.45	7,400,000.00	3,473,125.04	3,473,125.04	0.00	3,473,125.04
GENERAL FUND-CAP ONE	4,149,717.62	4,655.19	5,000,000.00	10,329,548.39	10,329,548.39	0.00	10,329,548.39
GENERAL FUND - COMP B	3,490,000.00	7,794,157.71	11,795,559.01	148,316.32	5,365,234.25	5,216,917.93	148,316.32
		0.00	0.00	3,490,000.00	3,490,000.00	0.00	3,490,000.00
		<b>TOTAL GENERAL FUND ACCOUNT</b>		<b>\$ 17,440,989.75</b>			
<b>TRUST &amp; AGENCY ACCOUNTS</b>							
PAYROLL-CAP ONE	52,462.85	679,947.53	375,921.77	356,488.61	376,116.57	19,627.96	356,488.61
TRUST & AGENCY-CAP ON	92,220.29	1,042,316.20	1,107,028.38	27,508.11	194,241.21	166,733.10	27,508.11
		<b>TOTAL AGENCY</b>		<b>\$ 383,996.72</b>			
<b>SPECIAL AID ACCOUNTS</b>							
FEDERAL-CAP ONE	40,932.89	150,013.29	109,615.18	<b>\$ 81,331.00</b>	131,048.61	49,717.61	81,331.00
<b>CAFETERIA ACCOUNTS</b>							
CAFETERIA-CAP ONE	730,572.54	600.80	87,482.34	<b>\$ 643,691.00</b>	653,670.00	9,979.00	643,691.00
<b>CAPITAL ACCOUNTS</b>							
CAPITAL MMA-CAP ONE	48,632.22	12.39	0.00	48,644.61	48,644.61	0.00	48,644.61
CAPITAL CHKG-CAP ONE	110,675.17	28.20	0.00	110,703.37	110,703.37	0.00	110,703.37
CAP. EXCEL MMA-CAP ONE	3,629,902.11	918.83	50,000.00	3,580,820.94	3,580,820.94	0.00	3,580,820.94
CAP. EXCEL CHKG-CAP	7,277.83	50,003.84	52,522.43	4,759.24	6,383.32	1,624.08	4,759.24
CAP. SOLAR MM-CAP ONE	315,949.43	80.31	25,000.00	291,029.74	291,029.74	0.00	291,029.74
CAP. SOLAR CHKG-CAP	3,086.45	25,000.75	8,612.37	19,474.83	25,989.75	6,514.92	19,474.83
		<b>TOTAL CAPITAL FUND</b>		<b>\$ 4,055,432.73</b>			
<b>Total Cash Balances</b>							
				<b>\$ 22,605,441.20</b>			
***ALL BANK RECONCILIATIONS ARE AVAILABLE FOR INSPECTION IN THE BUSINESS OFFICE							



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

②

REVENUE BUDGET STATUS - FUNDS: A FOR PERIOD COVERED 07/01/13 - 07/31/13

ACCOUNT	ACCOUNT NAME	BUDGET	ADJUSTMENTS	REVISED BUDGET	REVENUE EARNED	UNEARNED REVENUE
A 1001.000	REAL PROPERTY TAX ITEMS	48,748,444.00	0.00	48,748,444.00	0.00	48,748,444.00
A 1081.000	OTH. PAYMNTS IN LIEU OF TA	6,334,945.00	0.00	6,334,945.00	0.00	6,334,945.00
A 1085.000	STAR	6,471,143.00	0.00	6,471,143.00	0.00	6,471,143.00
A 1311.000	OTHER DAY SCHOOL TUITION	125,000.00	0.00	125,000.00	0.00	125,000.00
A 1335.000	OTH STUDENT FEE/CHARGES (	59,500.00	0.00	59,500.00	6,188.50	53,311.50
A 2230.000	DAY SCHOOL TUIT-OTH DIST.	198,000.00	0.00	198,000.00	0.00	198,000.00
A 2280.000	HEALTH SERVICES FOR OTH D	62,501.00	0.00	62,501.00	0.00	62,501.00
A 2401.000	INTERST AND EARNINGS	100,000.00	0.00	100,000.00	6,628.76	93,371.24
A 2410.000	RENTAL OF REAL PROPERTY,I	64,000.00	0.00	64,000.00	0.00	64,000.00
A 2445.000	ELECTION RENTAL-LIBRARY V	8,000.00	0.00	8,000.00	0.00	8,000.00
A 2680.000	INSURANCE RECOVERIES	5,000.00	0.00	5,000.00	0.00	5,000.00
A 2700.000	REIMB OF MEDICARE PART D	180,000.00	0.00	180,000.00	0.00	180,000.00
A 2701.000	REFUND PRIOR YR E-RATE	98,000.00	0.00	98,000.00	0.00	98,000.00
A 2702.000	REFUND OF PRIOR YEAR EXPE	175,000.00	0.00	175,000.00	0.00	175,000.00
A 2770.000	OTHER UNCLASSIFIED REV.(S	180,884.00	0.00	180,884.00	437.50	180,446.50
A 3101.000	BASIC FORMULA STATE AID	32,758,459.00	0.00	32,758,459.00	0.00	32,758,459.00
A 3102.000	LOTTERY AID (SECT 3609A E	5,055,803.00	0.00	5,055,803.00	0.00	5,055,803.00
A 3103.000	BOCES AID (SECT 3609A ED	904,707.00	0.00	904,707.00	0.00	904,707.00
A 3105.000	EXCESS COST AID	9,999,690.00	0.00	9,999,690.00	0.00	9,999,690.00
A 3260.000	TEXTBOOK AID (INCL TXTBK/	305,143.00	0.00	305,143.00	0.00	305,143.00
A 3260.001	HARDWARE & TECHNOLOGY	55,106.00	0.00	55,106.00	0.00	55,106.00
A 3262.000	COMPUTER SOFTWARE AID	68,000.00	0.00	68,000.00	0.00	68,000.00
A 3263.000	LIBRARY AV LOAN PROGRAM	30,000.00	0.00	30,000.00	0.00	30,000.00
A 3289.000	OTHER STATE AID/HOMELESS	700,341.00	0.00	700,341.00	0.00	700,341.00
A 4601.000	MEDIC.ASST-SCH AGE-SCH Y	140,000.00	0.00	140,000.00	0.00	140,000.00
A 8021.000	FUND BALANCE OR(DEFICIT)7	5,900,000.00	0.00	5,900,000.00	0.00	5,900,000.00
FUND A TOTAL		118,727,666.00	0.00	118,727,666.00	13,254.76	118,714,411.24

Report Completed 11:57 AM

## APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/13 - 07/31/13 (Detail)

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 1010.475-00	CONFERENCE AND TRAVEL - BD OF ED	3,000.00	0.00	3,000.00	0.00	1,130.00	1,870.00
A 1010.490-00	BOCES - SVCS BOARD OF ED	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 1010.501-00	SUPPLIES - BD OF ED	900.00	0.00	900.00	30.00	33.00	837.00
<b>A 1010.....BOARD OF EDUCATION</b>	<b>*</b>	<b>4,900.00</b>	<b>0.00</b>	<b>4,900.00</b>	<b>30.00</b>	<b>1,163.00</b>	<b>3,707.00</b>
A 1040.160-00	SAL DISTRICT CLERK DW	74,339.00	0.00	74,339.00	4,308.63	0.00	70,030.37
A 1040.501-00	SUPPLIES - DISTRICT CLERK	900.00	0.00	900.00	0.00	119.85	780.15
<b>A 1040.....DISTRICT CLERK</b>	<b>*</b>	<b>75,239.00</b>	<b>0.00</b>	<b>75,239.00</b>	<b>4,308.63</b>	<b>119.85</b>	<b>70,810.52</b>
A 1060.433-00	RENTAL OF MACHINES - ELECTION	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
A 1060.449-00	SAL - ELECTIONS	9,500.00	0.00	9,500.00	0.00	0.00	9,500.00
A 1060.472-00	ADVERTISING - ELECTIONS	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
A 1060.490-00	BOCES - ELECTIONS VIR REGIS	15,500.00	0.00	15,500.00	0.00	0.00	15,500.00
A 1060.501-00	SUPPLIES - ELECTIONS	6,750.00	0.00	6,750.00	0.00	0.00	6,750.00
<b>A 1060.....DISTRICT MEETING</b>	<b>*</b>	<b>49,750.00</b>	<b>0.00</b>	<b>49,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>49,750.00</b>
<b>A 10.....BOARD OF EDUCATION</b>	<b>**</b>	<b>129,889.00</b>	<b>0.00</b>	<b>129,889.00</b>	<b>4,338.63</b>	<b>1,282.85</b>	<b>124,267.52</b>
A 1240.150-00	SAL SUPERINTENDENT DW	250,000.00	0.00	250,000.00	0.00	0.00	250,000.00
A 1240.160-00	SAL CLER OFFICE OF SUPT OF SCHOO	73,159.00	0.00	73,159.00	4,204.55	0.00	68,954.45
A 1240.475-00	CONFERENCE EXPENSE - SUPT OF SCH	3,000.00	0.00	3,000.00	0.00	250.00	2,750.00
A 1240.501-00	SUPPLIES - SUPT OF SCHOOLS	2,700.00	0.00	2,700.00	0.00	429.30	2,270.70
<b>A 1240.....CHIEF SCHOOL ADMINISTRATOR</b>	<b>*</b>	<b>328,859.00</b>	<b>0.00</b>	<b>328,859.00</b>	<b>4,204.55</b>	<b>679.30</b>	<b>323,975.15</b>
<b>A 12.....CENTRAL ADMINISTRATION</b>	<b>**</b>	<b>328,859.00</b>	<b>0.00</b>	<b>328,859.00</b>	<b>4,204.55</b>	<b>679.30</b>	<b>323,975.15</b>
A 1310.150-00	SAL ASST SUPT BUSINESS DW	200,850.00	0.00	200,850.00	11,543.10	0.00	189,306.90
A 1310.160-00	SAL BUSINESS OFFICE STAFF DW	291,466.00	0.00	291,466.00	15,130.22	0.00	276,335.78
A 1310.200-00	EQUIPMENT	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 1310.400-00	CONTRACT SVCS - BUSINESS OFFICE	40,000.00	0.00	40,000.00	8,225.00	14,675.00	17,100.00
A 1310.472-00	ADVERTISING - BUSINESS OFFICE	2,500.00	0.00	2,500.00	83.62	716.38	1,700.00
A 1310.475-00	CONFERENCES	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
A 1310.490-00	BOCES - BUSINESS ADMIN	51,250.00	0.00	51,250.00	0.00	0.00	51,250.00
A 1310.501-00	SUPPLIES - BUSINESS OFFICE	45,000.00	0.00	45,000.00	124.81	253.69	44,621.50
<b>A 1310.....BUSINESS ADMINISTRATION</b>	<b>*</b>	<b>634,066.00</b>	<b>0.00</b>	<b>634,066.00</b>	<b>35,106.75</b>	<b>15,645.07</b>	<b>583,314.18</b>
A 1320.445-00	AUDITOR (EXTERNAL)	60,000.00	29,150.00	89,150.00	0.00	89,150.00	0.00
A 1320.446-00	AUDITOR (INTERNAL)	65,000.00	0.00	65,000.00	0.00	65,000.00	0.00
A 1320.447-00	AUDITOR (CLAIMS)	15,750.00	0.00	15,750.00	0.00	15,750.00	0.00
<b>A 1320.....AUDITING</b>	<b>*</b>	<b>140,750.00</b>	<b>29,150.00</b>	<b>169,900.00</b>	<b>0.00</b>	<b>169,900.00</b>	<b>0.00</b>
A 1325.160-00	SAL DISTRICT TREASURER DW	61,800.00	0.00	61,800.00	3,103.45	0.00	58,696.55
<b>A 1325.....TREASURER</b>	<b>*</b>	<b>61,800.00</b>	<b>0.00</b>	<b>61,800.00</b>	<b>3,103.45</b>	<b>0.00</b>	<b>58,696.55</b>
A 1345.160-00	SAL PURCHASING AGENT DW	47,509.00	0.00	47,509.00	2,586.21	0.00	44,922.79
A 1345.490-00	BOCES - PURCHASING SVC	8,642.00	0.00	8,642.00	0.00	0.00	8,642.00
<b>A 1345.....PURCHASING</b>	<b>*</b>	<b>56,151.00</b>	<b>0.00</b>	<b>56,151.00</b>	<b>2,586.21</b>	<b>0.00</b>	<b>53,564.79</b>
<b>A 13.....FINANCE</b>	<b>**</b>	<b>892,767.00</b>	<b>29,150.00</b>	<b>921,917.00</b>	<b>40,796.41</b>	<b>185,545.07</b>	<b>695,575.52</b>
A 1420.441-00	LEGAL RETAIN GEN COUNSEL	52,000.00	0.00	52,000.00	0.00	51,000.00	1,000.00
A 1420.442-00	LEGAL OTHER NON-RETAIN GEN	225,000.00	0.00	225,000.00	0.00	225,000.00	0.00
A 1420.443-00	LEGAL NEGOTIATIONS RETAINER	36,500.00	0.00	36,500.00	0.00	34,500.00	2,000.00

## APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/13 - 07/31/13 (Detail)

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 1420.444-00	LEGAL NEGOTIATIONS HOURLY	70,000.00	0.00	70,000.00	0.00	0.00	70,000.00
A 1420.445-00	LEGAL BOND COUNSEL	15,000.00	0.00	15,000.00	0.00	15,000.00	0.00
<b>A 1420.....LEGAL</b>							
A 1430.150-00	SAL ASST SUPT PERSONNEL	398,500.00	0.00	398,500.00	0.00	325,500.00	73,000.00
A 1430.160-00	SAL CLER STAFF PERSONNEL DW	185,658.00	0.00	185,658.00	10,359.20	0.00	175,298.80
A 1430.200-00	EQUIPMENT - PERSONNEL	238,480.00	0.00	238,480.00	13,657.75	0.00	224,822.25
A 1430.475-00	CONF TRVL ASST SUPT HR	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 1430.490-00	BOCES - SUBS RECRUIT NIS HR	500.00	0.00	500.00	0.00	0.00	500.00
A 1430.501-00	SUPPLIES - PERSONNEL	120,425.00	0.00	120,425.00	0.00	0.00	120,425.00
<b>A 1430.....PERSONNEL</b>							
A 1480.449-00	CONTR SVCS NWSLTR CLNDR PRINT	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
A 1480.473-00	POSTAGE - PUBLIC INFO	550,563.00	0.00	550,563.00	24,016.95	0.00	526,546.05
<b>A 1480.....PUBLIC INFORMATION &amp; SERVICES</b>							
<b>A 14.....STAFF</b>							
A 1620.160-00	SAL HOUSEKEEPING CENTRAL	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
A 1620.160-06	SAL - CENSUS ENUMERATOR	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
A 1620.161-00	SAL - SECURITY DW	40,000.00	0.00	40,000.00	0.00	0.00	40,000.00
A 1620.161-06	SAL SECURITY OVERTIME	989,063.00	0.00	989,063.00	24,016.95	325,500.00	639,546.05
A 1620.163-00	SAL CLER DIR BUILDINGS & GNDS D	2,285,431.00	0.00	2,285,431.00	123,702.62	0.00	2,161,728.38
A 1620.164-00	SAL SCHOOL CUSTODIAL SUPERVISOR	22,000.00	0.00	22,000.00	760.00	0.00	21,240.00
A 1620.165-00	SAL SUB-CUSTODIAL DW	640,203.00	0.00	640,203.00	2,394.00	0.00	637,809.00
A 1620.190-00	SAL OVERTIME OPERATIONS	20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
A 1620.200-00	EQUIPMENT - B&G	42,225.00	0.00	42,225.00	2,058.62	0.00	40,166.38
A 1620.449-00	CONTRACT SVC BUILDINGS & GROUNDS	68,504.00	0.00	68,504.00	3,937.01	0.00	64,566.99
A 1620.454-00	FUEL OIL	200,000.00	0.00	200,000.00	12,991.00	0.00	187,009.00
A 1620.455-00	WATER SERVICE	150,000.00	0.00	150,000.00	230.02	0.00	149,769.98
A 1620.469-00	CARTAGE	84,250.00	0.00	84,250.00	762.92	14,237.08	69,250.00
A 1620.474-00	TRAVEL - B&G	559,000.00	0.00	559,000.00	1,373.46	212,917.54	344,709.00
A 1620.476-00	NATURAL GAS	130,000.00	0.00	130,000.00	0.00	75,000.00	55,000.00
A 1620.477-00	ELECTRIC	22,000.00	0.00	22,000.00	0.00	22,000.00	0.00
A 1620.478-00	TELEPHONE SERVICE	75,000.00	0.00	75,000.00	4,356.90	53,643.10	17,000.00
A 1620.490-00	BOCES - OP OF PLANT HLT SFTY	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
A 1620.501-00	MAINTENANCE SUPPLIES - B&G	550,000.00	0.00	550,000.00	863.02	549,136.98	0.00
A 1620.501-00	CUSTODIAL SUPPLIES - DW	950,000.00	0.00	950,000.00	1,559.54	799,440.46	149,000.00
A 1620.501-00	GLASS REPAIR SUPPLIES	50,000.00	0.00	50,000.00	1,132.52	19,159.56	29,707.92
A 1620.501-00	UNIFORMS BUILDINGS & GROUNDS	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00
A 1620.501-00	AUTO PARTS BUILDINGS & GROUNDS	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 1620.501-00	GASOLINE - BUILDINGS & GROUNDS	250,000.00	0.00	250,000.00	5,183.86	137,756.29	107,059.85
A 1620.501-00	OIL AND LUBRICANTS BUILDINGS & G	7,500.00	0.00	7,500.00	0.00	5,000.00	2,500.00
A 1620.501-00	TIRES BUILDINGS & GROUNDS	25,000.00	0.00	25,000.00	0.00	20,000.00	5,000.00
A 1620.501-00	GASOLINE - BUILDINGS & GROUNDS	15,000.00	0.00	15,000.00	0.00	11,500.00	3,500.00
A 1620.501-00	OIL AND LUBRICANTS BUILDINGS & G	30,000.00	0.00	30,000.00	0.00	30,000.00	0.00
A 1620.501-00	TIRES BUILDINGS & GROUNDS	4,000.00	0.00	4,000.00	0.00	500.00	3,500.00
A 1620.501-00	TIRES BUILDINGS & GROUNDS	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00

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ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
<b>A 1620..... OPERATION OF PLANT</b>							
A 1621.160-00	SAL MAINTAINERS DW	6,200,613.00	0.00	6,200,613.00	161,305.49	1,955,291.01	4,084,016.50
<b>A 1621..... MAINTENANCE OF PLANT</b>							
A 1670.160-00	Courier - Central Mailing	284,744.00	0.00	284,744.00	16,295.62	0.00	268,448.38
A 1670.473-00	POSTAGE CENT MAILING DW	94,678.00	0.00	94,678.00	5,441.28	0.00	268,448.38
A 1670.501-00	DUPLICATING SUPPLIES - DW	65,000.00	0.00	65,000.00	61.35	62,638.65	89,236.72
<b>A 1670..... CENTRAL PRINTING &amp; MAILING</b>							
A 1680.160-00	SAL DATA PROCESS & TECHNOLOGY DW	165,678.00	0.00	165,678.00	5,502.63	62,638.65	97,536.72
A 1680.449-00	CABLEVISION - INTERNET	177,820.00	0.00	177,820.00	10,219.55	0.00	167,600.45
A 1680.490-00	BOCES - CTRL DATA PROCESSING	142,000.00	0.00	142,000.00	0.00	90,000.00	52,000.00
A 1680.490-06	BOCES DW COPY MACHINES	873,646.00	0.00	873,646.00	0.00	0.00	873,646.00
A 1680.501-00	SUPPLIES DATA PROCESSING	262,196.00	0.00	262,196.00	0.00	10,000.00	252,196.00
<b>A 1680..... CENTRAL DATA PROCESSING</b>							
A 1680.501-00	SUPPLIES DATA PROCESSING	74,250.00	0.00	74,250.00	1,293.60	303.42	72,652.98
<b>A 16..... CENTRAL SERVICES</b>							
A 1910.422-00	LIABILITY INSURANCE	1,529,912.00	0.00	1,529,912.00	11,513.15	100,303.42	1,418,095.43
A 1910.424-00	OTHER INSURANCE	8,180,947.00	0.00	8,180,947.00	194,616.89	2,118,233.08	5,868,097.03
A 1920.479-00	SCHOOL ASSOCIATION DUES	433,125.00	0.00	433,125.00	402,300.00	0.00	30,825.00
<b>A 1910..... UNALLOCATED INSURANCE</b>							
A 1920.479-00	SCHOOL ASSOCIATION DUES	192,500.00	0.00	192,500.00	3,012.00	126,225.00	63,263.00
<b>A 1920..... SCHOOL ASSOCIATION DUES</b>							
A 1981.490-00	BOCES - ADMIN & FACILITY FEES	625,625.00	0.00	625,625.00	405,312.00	126,225.00	94,088.00
A 1981.490-00	BOCES - ADMIN & FACILITY FEES	21,000.00	0.00	21,000.00	4,025.00	1,920.63	15,054.37
<b>A 1981..... BOCES ADMINISTRATIVE COSTS</b>							
A 1981.490-00	BOCES - ADMIN & FACILITY FEES	21,000.00	0.00	21,000.00	4,025.00	1,920.63	15,054.37
<b>A 19..... SPECIAL ITEMS</b>							
A 1981.490-00	BOCES - ADMIN & FACILITY FEES	546,135.00	0.00	546,135.00	0.00	0.00	546,135.00
<b>A 19..... BOARD OF EDUCATION</b>							
A 2010.150-00	SAL ASST SUPT CURRICULUM DW	1,192,760.00	0.00	1,192,760.00	409,337.00	128,145.63	655,277.37
A 2010.160-00	SAL CLER ASST SUPT CURR DW	11,714,285.00	29,150.00	11,743,435.00	677,310.43	2,759,385.93	8,306,738.64
A 2010.480-00	DW TEXTBOOK ADOPTION	185,658.00	0.00	185,658.00	0.00	0.00	185,658.00
A 2010.490-00	BOCES - PROG COORD & SUPV	58,774.00	0.00	58,774.00	3,377.82	0.00	55,396.18
A 2010.501-00	SUPPLIES - ASST SUPT CURR	143,846.00	0.00	143,846.00	0.00	107,648.77	36,197.23
<b>A 2010..... CURRICULUM DEVEL &amp; SUPERVISION</b>							
A 2020.150-00	PERSONNEL SERVICE CERTIFI	107,420.00	0.00	107,420.00	0.00	0.00	107,420.00
A 2020.160-00	PERSONNEL SERVICE CERTIFI	36,000.00	0.00	36,000.00	0.00	0.00	36,000.00
A 2020.161-00-6400	SAL CLER CENT REGISTR DW	531,698.00	0.00	531,698.00	3,377.82	107,648.77	420,671.41
A 2020.161-06	CLERICAL SUB DW	2,055,194.00	0.00	2,055,194.00	110,822.93	0.00	1,944,371.07
A 2020.190-00	CLERICAL OVERTIME DW	751,575.00	0.00	751,575.00	40,043.44	0.00	711,531.56
A 2020.200-01	PRINCIPALS EQUIPT BKHVN	43,465.00	0.00	43,465.00	2,498.00	0.00	40,967.00
A 2020.200-02	PRINCIPALS EQUIP VC	45,000.00	0.00	45,000.00	91.00	0.00	44,909.00
A 2020.200-03	PRINCIPALS EQUIP FPL	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
A 2020.200-04	PRINCIPALS EQUIP MS	560.00	0.00	560.00	0.00	196.13	363.87
A 2020.200-07	PRINCIPALS EQUIP HS	5,758.00	0.00	5,758.00	0.00	4,530.40	1,227.60
A 2020.433-00	RENT MAINT COPY MCHN DW	904.00	0.00	904.00	0.00	859.30	44.70
A 2020.474-00	Mileage / Travel - DW	1,800.00	0.00	1,800.00	0.00	0.00	1,800.00
A 2020.501-01	OFFICE SUPPLIES - BKHVN	7,709.00	0.00	7,709.00	0.00	0.00	7,709.00
A 2020.501-01	OFFICE SUPPLIES - BKHVN	15,000.00	0.00	15,000.00	0.00	3,837.48	11,162.52
A 2020.501-01	OFFICE SUPPLIES - BKHVN	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
A 2020.501-01	OFFICE SUPPLIES - BKHVN	15,424.00	0.00	15,424.00	0.00	9,545.94	5,878.06

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ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 2020.501-02	OFFICE SUPPLIES - V W CRITZ	21,481.00	0.00	21,481.00	0.00	6,823.44	14,657.56
A 2020.501-03	OFFICE SUPPLIES - FPL	6,383.00	0.00	6,383.00	0.00	532.24	5,850.76
A 2020.501-04	OFFICE SUPPLIES - MS	26,100.00	0.00	26,100.00	0.00	4,886.19	21,213.81
A 2020.501-05	OFFICE SUPPLIES - KREAMER	10,800.00	0.00	10,800.00	745.00	8,310.34	1,744.66
A 2020.501-07	OFFICE SUPPLIES - HS	34,385.00	0.00	34,385.00	0.00	26,140.54	8,244.46
A 2020.526-01	PROFESSIONAL LITERATURE BK	1,203.00	0.00	1,203.00	0.00	71.00	1,132.00
A 2020.526-03	PROFESSIONAL LITERATURE FPL	1,175.00	0.00	1,175.00	0.00	499.00	676.00
A 2020.526-04	PROFESSIONAL LITERATURE MS	900.00	0.00	900.00	0.00	0.00	900.00
A 2020.526-05	PROFESSIONAL LITERATURE KR	450.00	0.00	450.00	0.00	0.00	450.00
A 2020.....SUPERVISION-REGULAR SCHOOL		3,060,266.00	0.00	3,060,266.00	154,200.37	66,232.00	2,839,833.63
A 2021.150-00	SALARIES DEPT CHAIRS DW	73,700.00	0.00	73,700.00	3,813.75	0.00	69,886.25
A 2021.....		73,700.00	0.00	73,700.00	3,813.75	0.00	69,886.25
A 2070.150-00	SAL STAFF DEV MENTORING DW	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
A 2070.400-00	New Tchr Orient - Trans	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
A 2070.490-00	BOCES - INSVC STAFF DEV TRAINING	500.00	0.00	500.00	0.00	0.00	500.00
A 2070.....INSERVICE TRAINING-INSTRUCTION		4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
A 20.....ADMIN & IMPROVEMENT		3,670,164.00	0.00	3,670,164.00	161,391.94	173,880.77	3,334,891.29
A 2110.120-01	SAL TCH K-3 BKHVN	3,750,267.00	0.00	3,750,267.00	0.00	0.00	3,750,267.00
A 2110.120-02	SAL TCH K-3 VC	2,441,662.00	0.00	2,441,662.00	0.00	0.00	2,441,662.00
A 2110.120-03	SAL TCH GR 4 AND GR 5 FPL	3,440,763.00	0.00	3,440,763.00	0.00	0.00	3,440,763.00
A 2110.120-03-4006	SAL ENRICHMT FPL	28,000.00	0.00	28,000.00	0.00	0.00	28,000.00
A 2110.120-04	SAL TCH GR 6 MS	1,477,212.00	0.00	1,477,212.00	0.00	0.00	1,477,212.00
A 2110.120-05	SAL TCH K-3 KS	2,245,309.00	0.00	2,245,309.00	0.00	0.00	2,245,309.00
A 2110.121-00	SAL TCH ELEM HOME TEACHING DW	15,000.00	0.00	15,000.00	1,890.00	0.00	13,110.00
A 2110.130-00	SAL TCH ADDTL PREP SEC DW	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
A 2110.130-04	SAL TCH GR 7 AND GR 8 MS	3,014,668.00	0.00	3,014,668.00	0.00	0.00	3,014,668.00
A 2110.130-07	SAL TCH 9-12 HS	6,094,931.00	0.00	6,094,931.00	0.00	0.00	6,094,931.00
A 2110.130-09	SAL TCH 9-12 SH	339,452.00	0.00	339,452.00	0.00	0.00	339,452.00
A 2110.131-00	SAL TCH SEC HOME TEACHING DW	125,000.00	0.00	125,000.00	8,730.00	0.00	116,270.00
A 2110.132-04	SAL TCH AS DET - BMS	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
A 2110.140-00	SUBSTITUTES DW	725,000.00	0.00	725,000.00	470.00	0.00	724,530.00
A 2110.151-00	SAL TCH ASSISTS	721,506.00	0.00	721,506.00	0.00	0.00	721,506.00
A 2110.160-00	MONITOR AND CAFETERIA AID	348,770.00	0.00	348,770.00	2,051.14	0.00	346,718.86
A 2110.164-00	TEACHER AIDES DW	85,000.00	0.00	85,000.00	0.00	0.00	85,000.00
A 2110.200-03	EQUIPMENT PURCHASE-FPL	3,558.00	0.00	3,558.00	0.00	3,227.40	330.60
A 2110.200-04	EQUIPMENT PURCHASE-MIDDLE	4,500.00	0.00	4,500.00	0.00	2,948.88	1,551.12
A 2110.200-07	EQUIPMENT PURCHASE-SENIOR	18,685.00	0.00	18,685.00	0.00	10,365.76	8,319.24
A 2110.410-06	HOME TUTORING GEN ED CONT	20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
A 2110.435-00	GRADUATION EXPENSES	17,500.00	0.00	17,500.00	0.00	0.00	17,500.00
A 2110.449-02	ASSEMBLY PROGRAMS CRITZ	3,310.00	0.00	3,310.00	0.00	0.00	3,310.00
A 2110.470-00	FOSTER TUITION REG SCHOOL	150,000.00	0.00	150,000.00	0.00	0.00	150,000.00
A 2110.473-00	PAYMENT TO CHARTER SCHOOLS	275,000.00	0.00	275,000.00	0.00	0.00	275,000.00

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ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 2110.474-00	Mileage / Travel INST DW	3,500.00	0.00	3,500.00	0.00	500.00	3,000.00
A 2110.480-03	TEXTBOOKS FRANK P. LONG	11,149.00	0.00	11,149.00	0.00	5,685.00	5,464.00
A 2110.480-04	TEXTBOOKS MS	23,172.00	0.00	23,172.00	0.00	0.00	23,172.00
A 2110.480-07	TEXTBOOKS HS	49,253.00	0.00	49,253.00	0.00	21,294.40	27,958.60
A 2110.484-03	RESOURCE BOOKS FPL	19,419.00	(12.00)	19,407.00	0.00	1,295.03	18,111.97
A 2110.484-04	RESOURCE BOOKS MS	57,120.00	0.00	57,120.00	0.00	13,099.10	44,020.90
A 2110.484-07	RESOURCE BOOKS HS	29,900.00	0.00	29,900.00	0.00	4,640.48	25,259.52
A 2110.490-00	BOCES - INSTRUCT SVCS	156,068.00	0.00	156,068.00	0.00	0.00	156,068.00
A 2110.501-01	SUPP ALL OTHER BKHVN	55,653.00	0.00	55,653.00	0.00	55,075.15	577.85
A 2110.501-02	INSTRUCTIONAL SUPPLIES CRITZ	22,141.00	0.00	22,141.00	0.00	19,168.73	2,972.27
A 2110.501-03	INSTRUCTIONAL SUPPLIES FPL	39,885.00	0.00	39,885.00	882.32	25,300.82	13,701.86
A 2110.501-04	INSTRUCTIONAL SUPPLIES MS	81,821.00	0.00	81,821.00	0.00	49,677.97	32,143.03
A 2110.501-05	SUPP INSTR ALL OTHER KS	33,865.00	0.00	33,865.00	129.09	20,162.60	13,573.31
A 2110.501-07	INSTRUCTIONAL SUPPLIES HS	53,072.00	0.00	53,072.00	0.00	34,789.13	18,282.87
<b>A 2110.... TEACHING-REGULAR SCHOOL</b>		<b>26,012,111.00</b>	<b>(12.00)</b>	<b>26,012,099.00</b>	<b>14,152.55</b>	<b>267,230.45</b>	<b>25,730,716.00</b>
A 2130.120-00	SAL TCH ELEMENTARY ART	340,827.00	0.00	340,827.00	0.00	0.00	340,827.00
A 2130.130-00	SAL TCH SECONDARY ART	789,942.00	0.00	789,942.00	0.00	0.00	789,942.00
A 2130.200-00	ART EQUIPMENT	6,046.00	0.00	6,046.00	0.00	1,293.51	4,752.49
A 2130.476-00	MEMBERSHIPS & CONFERENCES-ART	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
A 2130.479-00	CONTRACT SERVICES	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
A 2130.501-00	ART SUPPLIES	51,347.00	0.00	51,347.00	0.00	26,889.68	24,457.32
<b>A 2130....</b>		<b>1,194,412.00</b>	<b>0.00</b>	<b>1,194,412.00</b>	<b>0.00</b>	<b>28,183.19</b>	<b>1,166,228.81</b>
A 2138.120-00	SAL TCH ELEMENTARY MUSIC	568,678.00	0.00	568,678.00	0.00	0.00	568,678.00
A 2138.130-00	SAL TCH SECONDARY MUSIC	992,992.00	0.00	992,992.00	0.00	0.00	992,992.00
A 2138.150-00	SUPERVISION OF STUDENTS	11,970.00	0.00	11,970.00	0.00	0.00	11,970.00
A 2138.200-00	MUSIC EQUIPMENT	37,711.00	0.00	37,711.00	0.00	0.00	37,711.00
A 2138.449-00	MUSIC ASSEMBLIES	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
A 2138.476-00	MEMBERSHIPS & PARTICIPATION FEES	8,110.00	0.00	8,110.00	900.00	0.00	7,210.00
A 2138.479-00	CONTRACT SERVICES	28,350.00	0.00	28,350.00	0.00	9,750.00	18,600.00
A 2138.501-00	MUSIC SUPPLIES	33,500.00	0.00	33,500.00	0.00	348.00	33,152.00
<b>A 2138....</b>		<b>1,685,311.00</b>	<b>0.00</b>	<b>1,685,311.00</b>	<b>900.00</b>	<b>10,098.00</b>	<b>1,674,313.00</b>
A 2140.150-07-1400	SALARIES(INSTRUCTIONAL-DRIVER'S	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
A 2140.160-07-1400	SALARIES(CLERICAL-DRIVERS ED.	3,500.00	0.00	3,500.00	1,633.29	0.00	1,866.71
A 2140.400-07-1400	CONTRACTED SERVICES-DRIVERS ED	46,000.00	0.00	46,000.00	0.00	4,288.00	41,712.00
A 2140.501-07-1400	EDUCATION	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
<b>A 2140....</b>		<b>63,500.00</b>	<b>0.00</b>	<b>63,500.00</b>	<b>1,633.29</b>	<b>4,288.00</b>	<b>57,578.71</b>
<b>A 21.... TEACHING</b>		<b>28,955,334.00</b>	<b>(12.00)</b>	<b>28,955,322.00</b>	<b>16,685.84</b>	<b>309,799.64</b>	<b>28,628,836.52</b>
A 2250.120-00	SAL SP ED-ELEMENTARY	2,435,135.00	0.00	2,435,135.00	0.00	0.00	2,435,135.00
A 2250.130-00	SAL SP ED-SECONDARY	3,018,080.00	0.00	3,018,080.00	477.75	0.00	3,017,602.25
A 2250.150-00	SAL SUPV SP ED DW	300,500.00	0.00	300,500.00	13,598.23	0.00	286,901.77
A 2250.150-00-4005	SAL TCH SP ED SUMMER	0.00	0.00	0.00	10,964.25	0.00	(10,964.25)
A 2250.151-00	SAL -SP ED TA	1,269,789.00	0.00	1,269,789.00	0.00	0.00	1,269,789.00







## APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/13 - 07/31/13 (Detail)

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 2610.514-04	AUDIO VISUAL MATERIAL MS	6,300.00	(100.00)	6,200.00	0.00	4,000.00	2,200.00
A 2610.514-05	AUDIO VISUAL MATERIAL KS	900.00	0.00	900.00	0.00	900.00	0.00
A 2610.514-07	AUDIO VISUAL MATERIAL HS	8,560.00	0.00	8,560.00	0.00	0.00	8,560.00
A 2610.521-01	LIBRARY BOOKS BKHVN	5,400.00	0.00	5,400.00	0.00	0.00	5,400.00
A 2610.521-02	LIBRARY BOOKS CRITZ	4,000.00	0.00	4,000.00	0.00	4,000.00	0.00
A 2610.521-03	LIBRARY BOOKS FPL	7,500.00	0.00	7,500.00	0.00	7,500.00	0.00
A 2610.521-04	LIBRARY BOOKS MS	9,900.00	0.00	9,900.00	0.00	5,000.00	4,900.00
A 2610.521-05	LIBRARY BOOKS-KS	7,650.00	0.00	7,650.00	0.00	7,650.00	0.00
A 2610.521-07	LIBRARY BOOKS HS	25,200.00	0.00	25,200.00	0.00	0.00	25,200.00
A 2610.524-01	SUBSCRIPTIONS BKHVN	5,408.00	0.00	5,408.00	0.00	0.00	5,408.00
A 2610.524-02	SUBSCRIPTIONS-VW CRITZ	275.00	0.00	275.00	0.00	268.85	6.15
A 2610.524-03	SUBSCRIPTIONS FPL	3,000.00	0.00	3,000.00	0.00	2,979.30	20.70
A 2610.524-04	SUBSCRIPTIONS MS	900.00	100.00	1,000.00	0.00	986.70	13.30
A 2610.524-05	SUBSCRIPTIONS KS	2,329.00	0.00	2,329.00	0.00	2,201.75	127.25
A 2610.524-07	SUBSCRIPTIONS SENIOR HIGH	4,328.00	0.00	4,328.00	0.00	0.00	4,328.00
A 2610.....SCHOOL LIBRARY & AUDIOVISUAL	*	760,743.00	0.00	760,743.00	0.00	41,674.25	719,068.75
A 2630.160-00	SAL NETWORK	159,146.00	0.00	159,146.00	5,215.18	0.00	153,930.82
A 2630.220-00	STATE AIDED COMPUTER HARDWARE	120,000.00	0.00	120,000.00	149.60	0.00	119,850.40
A 2630.460-00	COMPUTER SOFTWARE	130,000.00	0.00	130,000.00	1,494.00	25,467.50	103,038.50
A 2630.....COMPUTER ASSISTED INSTRUCTION	*	409,146.00	0.00	409,146.00	6,858.78	25,467.50	376,819.72
A 26.....INSTRUCTIONAL MEDIA	**	1,169,889.00	0.00	1,169,889.00	6,858.78	67,141.75	1,095,888.47
A 2805.160-07	SAL CLER ATT HS	47,776.00	0.00	47,776.00	2,745.74	0.00	45,030.26
A 2805.....ATTENDANCE-REGULAR SCHOOL	*	47,776.00	0.00	47,776.00	2,745.74	0.00	45,030.26
A 2810.150-00	SAL-GUIDANCE COUNSELOR	584,306.00	0.00	584,306.00	0.00	0.00	584,306.00
A 2810.151-00	SAL TCH GUIDANCE SUMMER	29,000.00	0.00	29,000.00	5,519.75	0.00	23,480.25
A 2810.160-00	PERSONNEL SERVICE CLASSIF	148,828.00	0.00	148,828.00	8,553.32	0.00	140,274.68
A 2810.474-00	TRAVEL GUIDANCE	900.00	0.00	900.00	0.00	0.00	900.00
A 2810.476-00	MEMBERSHIPS & PARTICIPATION FEES	400.00	0.00	400.00	0.00	0.00	400.00
A 2810.501-00	SUPPLIES	8,840.00	0.00	8,840.00	0.00	0.00	8,840.00
A 2810.....GUIDANCE-REGULAR SCHOOL	*	772,274.00	0.00	772,274.00	14,073.07	0.00	758,200.93
A 2815.160-00	PERSONNEL SERVICE-CLASSIF	300,281.00	0.00	300,281.00	3,301.20	0.00	296,979.80
A 2815.161-00	SAL CLERICAL-NURSE	75,926.00	0.00	75,926.00	4,363.56	0.00	71,562.44
A 2815.401-06	SCHOOL PHYSICIAN BY CONTRACT	40,000.00	0.00	40,000.00	0.00	0.00	40,000.00
A 2815.448-00	HEALTH SVCS PAY OTHER DISTRICTS	275,000.00	0.00	275,000.00	0.00	263,853.00	11,147.00
A 2815.501-00	SUPP HEALTH SVCS DW	7,500.00	0.00	7,500.00	0.00	1,262.53	6,237.47
A 2815.501-01	SUPP HEALTH SVCS BKHVN	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
A 2815.501-02	SUPP HEALTH SVCS CRITZ	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2815.501-03	SUPP HEALTH SVCS FPL	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
A 2815.501-04	SUPP HEALTH SVCS MS	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 2815.501-05	SUPP HEALTH SVCS KS	900.00	0.00	900.00	0.00	0.00	900.00
A 2815.501-07	SUPP HEALTH SVCS HS	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00

## APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/13 - 07/31/13 (Detail)

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
<b>A 2815.....HEALTH SERVICES-REGULAR SCHOOL *</b>							
A 2820.150-00	SAL PSYCHOLOGIST DW	706,107.00	0.00	706,107.00	7,664.76	265,115.53	433,326.71
A 2820.501-00	SUPP TESTING PSYCH SVCS DW	837,254.00	0.00	837,254.00	0.00	0.00	837,254.00
<b>A 2820.....PSYCHOLOGICAL SRVC-REG SCHOOL *</b>							
A 2825.150-00	SOCIAL WORKER	12,500.00	750.00	13,250.00	0.00	750.00	12,500.00
A 2825.490-00	BOCES-SOCIAL WRKS DW	849,754.00	750.00	850,504.00	0.00	750.00	849,754.00
<b>A 2825.....SOCIAL WORK SRVC-REG SCHOOL *</b>							
A 2850.150-00	SAL CO-CURR CHAPERONES CLUBS ETC	795,747.00	0.00	795,747.00	0.00	0.00	795,747.00
A 2850.151-00	SAL TCH INTRAMURALS DW	292,224.00	0.00	292,224.00	0.00	0.00	292,224.00
A 2850.401-04	CONTR SVCS SET DSGN, CSTMES, ETC	1,087,971.00	0.00	1,087,971.00	0.00	0.00	1,087,971.00
A 2850.401-07	CONTR SVCS SET DSGN, CSTMES, ETC	351,709.00	0.00	351,709.00	624.00	0.00	351,085.00
A 2850.449-07	Clipper Publishing	20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
<b>A 2850.....CO-CURRICULAR ACTIV-REG SCHL *</b>							
A 2855.120-00	SAL TCH-PE-ELEMENTARY	3,500.00	0.00	3,500.00	0.00	0.00	3,500.00
A 2855.130-00	SAL TCH-PE-SECONDARY	10,470.00	0.00	10,470.00	2,225.00	0.00	8,245.00
A 2855.150-00	SAL-DIRECTOR OF ATHLETICS	14,000.00	0.00	14,000.00	0.00	0.00	14,000.00
A 2855.151-00	SAL SPORTS TIME, FILM, EMT, ETC.	399,679.00	0.00	399,679.00	2,849.00	0.00	396,830.00
A 2855.155-00	COACHES SALARIES	828,149.00	0.00	828,149.00	0.00	0.00	828,149.00
A 2855.156-00	ATHLETIC TRAINER	846,917.00	0.00	846,917.00	0.00	0.00	846,917.00
A 2855.160-07	SAL CLERICAL ATHLETIC DIRECTOR H	143,222.00	0.00	143,222.00	8,231.15	0.00	134,990.85
A 2855.200-00	EQUIPMENT	37,300.00	0.00	37,300.00	0.00	0.00	37,300.00
A 2855.449-00	OFFICIAL FEES	403,797.00	0.00	403,797.00	6,341.00	0.00	397,456.00
A 2855.463-00	CONTRACT SERVICES	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
A 2855.476-00	REGISTRATION, TRAVEL, CONFERENCE	48,976.00	0.00	48,976.00	2,814.71	0.00	46,161.29
A 2855.501-00	SUPPLIES	22,500.00	0.00	22,500.00	0.00	500.00	22,000.00
A 2855.502-00	AWARDS	121,000.00	0.00	121,000.00	0.00	90,000.00	31,000.00
<b>A 2855.....INTER-SCHOOL ATHLETICS-REG SCHL *</b>							
A 28.....PUPIL SERVICES		32,000.00	0.00	32,000.00	2,600.00	23,715.00	5,685.00
A 2.....ADMIN & IMPROVEMENT		16,200.00	0.00	16,200.00	150.00	1,416.88	14,633.12
A 5510.161-00	SAL-BUS MONITORS	76,950.00	0.00	76,950.00	35.00	31,817.13	45,097.87
A 5510.400-00	CONTRACT SVCS	6,500.00	0.00	6,500.00	0.00	2,375.00	4,125.00
<b>A 2855.....PUPIL SERVICES</b>							
A 2.....ADMIN & IMPROVEMENT		2,598,511.00	0.00	2,598,511.00	20,171.86	149,824.01	2,428,515.73
A 5510.161-00	SAL-BUS MONITORS	6,462,072.00	750.00	6,462,822.00	47,504.43	415,689.54	5,999,628.03
A 5510.400-00	CONTRACT SVCS	60,000,134.00	750.00	60,000,884.00	286,347.02	2,853,259.85	56,861,277.13
A 5510.434-00	LEASE OF BUILDING	238,809.00	0.00	238,809.00	0.00	0.00	238,809.00
<b>A 5510.....DISTRICT TRANSPORT-MEDICAID</b>							
A 5530.434-00	LEASE OF BUILDING	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00
A 5530.434-00	LEASE OF BUILDING	313,809.00	0.00	313,809.00	0.00	0.00	313,809.00
A 5540.400-00	CONTRACT TRANS - REG SCHOOL	36,720.00	0.00	36,720.00	0.00	0.00	36,720.00
A 5540.401-00	Add'l Coverage - Reg School	36,720.00	0.00	36,720.00	0.00	0.00	36,720.00
<b>A 5540.....CONTRACT TRANSPORT-MEDICAID</b>							
A 5545.401-00	ATHLETICS TRANS BY CONTRACT	6,987,650.00	0.00	6,987,650.00	208,742.97	6,492,384.75	286,522.28
A 5545.402-00	FIELD TRIPS	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00
A 5545.403-00	FIELD TRIPS (MUSIC)	7,017,650.00	0.00	7,017,650.00	208,742.97	6,492,384.75	316,522.28
A 5545.404-00	FIELD TRIPS (MATH)	225,000.00	0.00	225,000.00	0.00	0.00	225,000.00
		1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
		11,000.00	0.00	11,000.00	0.00	0.00	11,000.00
		3,500.00	0.00	3,500.00	0.00	0.00	3,500.00

## APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/13 - 07/31/13 (Detail)

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 5545....							
A 5546.400-01	TRANS STUDENT TRIPS - BRKHVN *	240,700.00	0.00	240,700.00	0.00	0.00	240,700.00
A 5546.400-02	TRANS STUDENT TRIPS - CRITZ	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
A 5546.400-03	TRANS STUDENT TRIPS - FPL	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
A 5546.400-04	TRANS STUDENT TRIPS - BMS	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
A 5546.400-05	TRANS STUDENT TRIPS - KS	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
A 5546.400-07	TRANS STUDENT TRIPS HS	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
A 5546....							
A 55....PUPIL TRANSPORTATION	**	7,628,879.00	0.00	7,628,879.00	208,742.97	6,492,384.75	927,751.28
A 5....	***	7,628,879.00	0.00	7,628,879.00	208,742.97	6,492,384.75	927,751.28
A 9010.800-00	EMPLOYEES RETIREMENT	1,493,777.00	0.00	1,493,777.00	0.00	1,721,005.28	(227,228.28)
A 9010.....STATE RETIREMENT	*	1,493,777.00	0.00	1,493,777.00	0.00	1,721,005.28	(227,228.28)
A 9020.800-00	TEACHER RETIREMENT	6,606,153.00	0.00	6,606,153.00	0.00	7,074,787.69	(468,634.69)
A 9020.....TEACHERS' RETIREMENT	*	6,606,153.00	0.00	6,606,153.00	0.00	7,074,787.69	(468,634.69)
A 9030.800-00	SOCIAL SECURITY	3,929,900.00	0.00	3,929,900.00	72,886.31	3,887,643.39	(30,629.70)
A 9030.....SOCIAL SECURITY	*	3,929,900.00	0.00	3,929,900.00	72,886.31	3,887,643.39	(30,629.70)
A 9040.800-00	WORKERS' COMPENSATION	525,000.00	0.00	525,000.00	59,656.14	479,843.86	(14,500.00)
A 9040.....WORKERS' COMPENSATION	*	525,000.00	0.00	525,000.00	59,656.14	479,843.86	(14,500.00)
A 9045.800-00	LIFE INSURANCE	59,500.00	0.00	59,500.00	3,563.18	46,436.82	9,500.00
A 9045.....LIFE INSURANCE	*	59,500.00	0.00	59,500.00	3,563.18	46,436.82	9,500.00
A 9050.800-00	UNEMPLOYMENT INSURANCE	250,000.00	0.00	250,000.00	0.00	247,500.00	2,500.00
A 9050.....UNEMPLOYMENT INSURANCE	*	250,000.00	0.00	250,000.00	0.00	247,500.00	2,500.00
A 9055.800-00	DISABILITY INSURANCE	53,000.00	0.00	53,000.00	7,506.81	45,493.19	0.00
A 9055.....DISABILITY INSURANCE	*	53,000.00	0.00	53,000.00	7,506.81	45,493.19	0.00
A 9060.800-00	HEALTH INSURANCE	13,391,329.00	0.00	13,391,329.00	2,204,870.03	10,837,029.97	349,429.00
A 9060.801-00	MEDICARE REIMBURSEMENTS	792,000.00	0.00	792,000.00	0.00	0.00	792,000.00
A 9060.802-00	HEALTH INS OPT OUT	955,650.00	0.00	955,650.00	0.00	0.00	955,650.00
A 9060.803-00	BTAA Health Reimbursement	56,500.00	0.00	56,500.00	0.00	56,500.00	0.00
A 9060.....HOSPITAL, MEDICAL & DENTAL INS	*	15,195,479.00	0.00	15,195,479.00	2,204,870.03	10,893,529.97	2,097,079.00
A 9070.800-00	DENTAL INSURANCE	646,644.00	0.00	646,644.00	95,955.54	550,688.46	0.00
A 9070.....UNION WELFARE BENEFITS	*	646,644.00	0.00	646,644.00	95,955.54	550,688.46	0.00
A 9080.800-00	BTA SICK LV BUYOUT FOR TDA	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00
A 9080....	*	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00
A 9089.800-00	TUITION REIMBURSEMENT	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 9089.....OTHER	*	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 9090.800-00	TERMINAL LEAVE PAYOUTS & SL BUYB	300,000.00	0.00	300,000.00	0.00	0.00	300,000.00
A 9090....	*	300,000.00	0.00	300,000.00	0.00	0.00	300,000.00
A 90.....EMPLOYEE BENEFITS	**	29,137,453.00	0.00	29,137,453.00	2,444,438.01	24,946,928.66	1,746,086.33
A 9711.600-00	SERIAL BONDS PRINCIPAL	6,030,000.00	0.00	6,030,000.00	1,875,000.00	4,155,000.00	0.00
A 9711.700-00	SERIAL BONDS INTEREST	3,841,915.00	0.00	3,841,915.00	834,903.13	3,007,011.87	0.00

## APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/13 - 07/31/13 (Detail)

ACCOUNT	DESCRIPTION	ORIG BUDGET	ADJUSTMENTS	ADJ BUDGET	EXPENSED	ENCUMBERED	AVAILABLE
A 9711....							
A 9760.700-00	TAX ANTICIPATION NOTE INT	9,871,915.00	0.00	9,871,915.00	2,709,903.13	7,162,011.87	0.00
		300,000.00	0.00	300,000.00	0.00	9,300.00	290,700.00
A 9760....	DEBT SERVICE-TAX ANTICIP NOT	300,000.00	0.00	300,000.00	0.00	9,300.00	290,700.00
A 97....		10,171,915.00	0.00	10,171,915.00	2,709,903.13	7,171,311.87	290,700.00
A 9901.950-00	TRANSFER TO SPECIAL AID F	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00
A 9901....	TRANSFER TO SPECIAL AID	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00
A 99....	INTERFUND TRANSFERS	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00
A 9....	EMPLOYEE BENEFITS	39,384,368.00	0.00	39,384,368.00	5,154,341.14	32,118,240.53	2,111,786.33
GRAND TOTALS		118,727,666.00	29,900.00	118,757,566.00	6,326,741.56	44,223,271.06	68,207,553.38

Report Completed 11:57 AM

BUDGET TRANSFER QUERY FUND RANGE: A - V

REF#	DATE	TRANSFER EXPLANATION	ACCOUNT	DEBITS	CREDITS
818	07/19/13	TO MOVE TO SUBSCRIPTIONS	A 2610.514-04	100.00	0.00
			A 2610.524-04	0.00	100.00
819	07/26/13	TO MOVE BUDGET FOR BOOKS			
			A 2110.484-03	12.00	0.00
			A 2250.480-03	0.00	12.00
SCHEDULE TOTAL				112.00	112.00

BUDGET TRANSFER COUNT - 2

Report Completed 12:42 PM

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT  
CAPITAL ONE COLLATERAL RECONCILIATION  
JULY 2013

	<u>07.31.13</u>
CAPONE GENERAL FUND CHECKING	\$5,365,234.25
CAPONE GENERAL FUND MMA	\$3,473,125.04
CAPONE CAPITAL FUND CHECKING	\$110,703.37
CAPONE CAPITAL FUND MMA	\$48,644.61
CAPONE EXCEL MMA	\$3,580,820.94
CAPONE EXCEL CHECKING	\$6,383.32
CAPONE FEDERAL CHECKING	\$131,048.61
CAPONE SOLAR MMA	\$291,029.74
CAPONE SOLAR CHECKING	\$25,989.75
CAPONE CAFETERIA CHECKING	\$653,670.00
CAPONE TRUST & AGENCY CHECKING	\$194,241.21
CAPONE COMP BALANCE	\$3,490,000.00
CAPONE PAYROLL CHECKING	\$376,116.57
TOTAL BALANCES	\$ 17,747,007.41
LESS: FDIC INSURANCE	\$ 250,000.00
	\$ 17,497,007.41
 COLLATERAL PERCENTAGE	 <u>105.00%</u>
 105% OF DEPOSITS	 \$ 18,371,857.78
 MARKET VALUE	 \$ 18,498,825.68



BNY MELLON

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

Date: 07/01/13 - 07/31/13

000508 XBGS101

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

RE: ACCT [REDACTED]

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Capital One, N.A. and The Bank of New York Mellon. Any questions should be directed to Paul Messina, Vice President, BDS/Tri-Party Services, (212)635-4816.

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

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

DATE	AS OF DATE	TOTAL DEPOSITS	MARKET VALUE	COLLATERAL PERCENTAGE	# OF DAYS
07/02/13	07/01/13	18,854,510.81	19,797,236.73	105.000	1
07/03/13	07/02/13	18,687,477.68	19,621,852.15	105.000	1
07/05/13	07/03/13	18,628,129.52	19,559,536.09	105.000	2
07/08/13	07/05/13	18,415,213.40	19,335,974.12	105.000	3
07/09/13	07/08/13	18,373,865.40	19,292,558.99	105.000	1
07/10/13	07/09/13	18,360,331.04	19,278,347.66	105.000	1
07/11/13	07/10/13	18,344,403.22	19,261,623.76	105.000	1
07/12/13	07/11/13	18,339,177.34	19,256,136.79	105.000	1
07/15/13	07/12/13	15,699,649.26	16,484,632.02	105.000	3
07/16/13	07/15/13	15,750,100.59	16,537,605.94	105.000	1
07/17/13	07/16/13	15,941,473.28	16,738,547.46	105.000	1
07/18/13	07/17/13	15,923,710.53	16,719,896.33	105.000	1
07/19/13	07/18/13	15,829,293.72	16,620,758.66	105.000	1
07/22/13	07/19/13	15,442,278.33	16,214,392.77	105.000	3
07/23/13	07/22/13	12,971,334.41	13,619,901.18	105.000	1
07/24/13	07/23/13	12,896,991.21	13,541,841.18	105.000	1
07/25/13	07/24/13	12,842,268.67	13,484,382.17	105.000	1
07/26/13	07/25/13	12,820,915.31	13,461,961.12	105.000	1
07/29/13	07/26/13	12,796,655.63	13,436,488.67	105.000	3
07/30/13	07/29/13	12,779,915.52	13,418,911.56	105.000	1
07/31/13	07/30/13	12,721,569.11	13,357,647.57	105.000	1
08/01/13	07/31/13	17,617,929.07	18,498,825.68	105.000	1

## COLLATERAL MANAGEMENT SUMMARY REPORT

DATE : 8/02/13  
PAGE : 1

FLUSHING BK: SOUTH COUNTRY CSD - JPML FBN27

THE FOLLOWING DAILY SUMMARY REPORT REPRESENTS THE COLLATERAL PLEDGED TO SECURE DEPOSITS HELD AT FLUSHING BANK FOR THE PRIOR BUSINESS DAY. THE MARGIN PERCENTAGE AND FIC HAVE BEEN APPLIED TO CALCULATE THE COLLATERAL VALUE. IF YOU HAVE ANY QUESTIONS PLEASE CALL FLUSHING BANK'S GOVERNMENT BANKING DEPARTMENT AT 516-281-1150.

Custody A/c : ██████████ Escrow A/c : FLUSHING BK/SOUTH COUNTRY CSD - ██████████				Currency : USD	
Date	Margin % Applied	Value For Deposits	Market Value of Securities	Total Collateral Value With Applied Valuation Factors	Over/Under Collateralised %
7/02/13	105.00%	15,828,637.86	15,828,637.90	15,828,637.90	.00000%
7/03/13	105.00%	15,828,637.86	15,828,637.90	15,828,637.90	.00000%
7/04/13	105.00%	15,828,637.86	15,828,637.90	15,828,637.90	.00000%
7/05/13	105.00%	15,828,637.86	15,828,637.92	15,828,637.92	.00000%
7/08/13	105.00%	15,828,637.86	15,828,637.92	15,828,637.92	.00000%
7/09/13	105.00%	15,828,637.86	15,828,637.91	15,828,637.91	.00000%
7/10/13	105.00%	15,828,637.86	15,828,637.89	15,828,637.89	.00000%
7/11/13	105.00%	15,828,637.86	15,828,637.91	15,828,637.91	.00000%
7/12/13	105.00%	15,828,637.86	15,828,637.87	15,828,637.87	.00000%
7/15/13	105.00%	15,828,637.86	15,828,637.91	15,828,637.91	.00000%
7/16/13	105.00%	15,828,637.86	15,828,637.90	15,828,637.90	.00000%
7/17/13	105.00%	15,828,637.86	15,828,637.89	15,828,637.89	.00000%
7/18/13	105.00%	15,828,637.86	15,828,637.88	15,828,637.88	.00000%
7/19/13	105.00%	15,831,724.11	15,831,724.12	15,831,724.12	.00000%
7/22/13	105.00%	15,831,724.11	15,831,724.17	15,831,724.17	.00000%
7/23/13	105.00%	15,831,724.11	15,831,725.56	15,831,725.56	.00000%
7/24/13	105.00%	15,831,724.11	15,831,724.12	15,831,724.12	.00000%
7/25/13	105.00%	15,831,724.11	15,831,724.14	15,831,724.14	.00000%
7/26/13	105.00%	15,831,724.11	15,831,724.11	15,831,724.11	.00000%
7/29/13	105.00%	15,831,724.11	15,831,724.17	15,831,724.17	.00000%
7/30/13	105.00%	15,831,724.11	15,831,724.15	15,831,724.15	.00000%
7/31/13	105.00%	10,583,525.80	10,583,525.82	10,583,525.82	.00000%
8/01/13	105.00%				.00000%

Balance per Bank e 7/31/13 \$ 10,329,548<sup>39</sup>

\*\*\* END OF FACSIMILE TRANSMISSION \*\*\*



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

**WEDNESDAY, AUGUST 21, 2013**

**C3. RESOLVED**, the Board of Education hereby adopts the following process to select a student ex-officio (non-voting) member of the Board:

1. The Principal of the High School shall make the recommendation from the members of the student government;
2. The student must be a senior
3. The student must have attended Bellport High School for at least two (2) years prior to his/her selection

TAB #2

## **PHILOSOPHY OF EDUCATION OF SOUTH COUNTRY SCHOOL DISTRICT**

The primary purpose of South Country School District is to impart knowledge and develop as fully as possible the total capacities of each and every pupil and to prepare him/her for a contributing part in American society and the world.

This two-fold purpose demands sound instruction in basic skills in accordance with New York State Statutory Requirements, the effective teaching of subject matter, and the development of each child's mind, character, and physical well-being to the end that he/she may cultivate reasoning, sound judgment, and creativity.

### **STRATEGIC PLANNING GOALS**

- 1) Ensure that each of our students is academically prepared to succeed in college, career, life, and the global economy.
- 2) Create a safe, engaging, supportive and challenging school environment that enables student success while receiving a well-rounded education.
- 3) Create a culture of appreciation where we hold ourselves accountable for student success.
- 4) Develop and implement an aligned curriculum with core learning expectations to improve the performance of all students, where teaching and learning are continually adjusted on the basis of data collected through a variety of valid and reliable methods.
- 5) Promote efficiency and economy ensuring the district is delivering the best education program with the resources we have so the public gets the maximum educational return for each dollar spent.

Adopted:

**SUBJECT: AGENDA FORMAT**

For regular Board meetings, the following format is used.

- A. Call to Order and Pledge of Allegiance
- B. Emergency Evacuation Procedures  
Smoke Free School District
- C. Board Consent Agenda - Approvals  
*This section of the agenda is for approvals of Board Minutes, Treasurer's Reports, Warrants, and meeting/conference attendance of Board Members or Superintendent.*
- D. Communications and Announcements  
*This section of the agenda is for Board and/or Superintendent Communications, announcements and commendation.*
- E. Public Commentary (Agenda Item Only)  
*This section of the agenda gives the public the opportunity to comment on agenda items only. Maximum time for each individual will be 3 minutes and a total time of 30 minutes available for this portion.*
- F. Items for Discussion/Action
- G. Board Consent Agenda – Curriculum and Instruction
- H. Board Consent Agenda – Personnel
- I. Board Consent Agenda – Business
- J. Public Commentary (Non-Agenda Items)  
*This section of the agenda gives the public the opportunity to comment on non-agenda items only. Maximum time for each individual will be 3 minutes and a total time of 30 minutes available for this portion.*
- K. Closing Remarks by Board Members
- L. Adjournment

For special and emergency meetings, the regular meeting agenda shown above may be shortened and/or adapted to fit the purpose of the meeting.

Adopted:

**TAB #3**

# *South Country Central School District*

AUG 12 2013



## **BOARD OF EDUCATION AGENDA MATERIALS**

**DATE OF BOARD MEETING:** August 21, 2013

**OFFICE OF ORIGIN:** Student Support Services

**DATE MATERIAL SUBMITTED:** August 8, 2013

**CATEGORY OF ITEM:** Action

**TITLE:** CSE/SCSE Recommendations

### **STAFF RECOMMENDATION:**

<b>Date:</b>	<b>Location:</b>	<b># of Students</b>
07/24/13	Student Support Services	1
07/24/13	Bellport High School	1
07/23/13	Student Support Services	1
07/29/13	Bellport High School	1
06/19/13	Student Support Services	1
06/17/13	Frank P. Long Intermediate	1
06/17/13	Brookhaven Elementary	2
06/17/13	Verne W. Critz Elementary	1
06/14/13	Verne W. Critz Elementary	1
06/14/13	Frank P. Long Intermediate	1
06/13/13	Verne W. Critz Elementary	2
06/13/13	Brookhaven Elementary	1
06/12/13	Brookhaven Elementary	2
06/11/13	Verne W. Critz Elementary	2
06/07/13	Kreamer Street Elementary	4
06/05/13	Verne W. Critz Elementary	3

<b>Date:</b>	<b>Location:</b>	<b># of Students</b>
04/15/13	Kreamer Street Elementary	4
04/10/13	Brookhaven Elementary	1
04/08/13	Brookhaven Elementary	1
03/25/13	Brookhaven Elementary	2
03/21/13	Frank P. Long Intermediate	1
03/21/13	Verne W. Critz Elementary	1
03/20/13	Brookhaven Elementary	2

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

*Not an official record; subject to change*

TAB #4



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

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

**From:** Nelson C. Briggs, Assistant Superintendent for Human Resources

**Date:** August 21, 2013

**Subject:** Human Resources Personnel Changes August 21, 2013

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

**H.1 Approve Resignations/Retirements/Leave of Absence/Return from Leave of Absence**

<b>Resignations</b>					
<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Effective Date</i>	<i>Reason</i>
1	BTAA		Teaching Assistant-KRM	07/28/13	Resignation
2	BTAA		Teaching Assistant-FPL	08/02/13	Resignation
3	CSEA		School Health Aide-BHS	08/07/13	Resignation
4	NC		Athletic Trainer-DSW	08/07/13	Resignation
5	BTA		Teacher-Reading-BRK/KRM	08/01/13	Resignation
6	BTAA		Teaching Assistant-BRK	07/19/13	Resignation
7	BTA		Summer IEP Instructional Services-BMS	07/01/13	Declined Position
8	BTAA		Teaching Assistant-KRM	08/07/13	Resignation
9	BTA		Girls Cheerleading Grs. 7 & 8	08/15/13	Resignation
10	BTAA		Special Education Aide-BHS	08/15/13	Resignation
11	BTAA		Teaching Assistant-BMS	08/15/13	Resignation due to expired Certification (accepted aide position)
12	BTAA		Special Education Aide-KRM	08/22/13	Resignation due to accepting Teaching Assistant position
13	BTAA		Special Education Aide-BRK	08/22/13	Resignation
<b>Retirements</b>					
<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Effective Date</i>	<i>Reason</i>
14	BTAA		Teaching Assistant-VWC	08/10/13	Resignation
<b>Leave of Absence</b>					
<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Effective Date</i>	<i>Reason</i>
15	BTA		Teacher-Math-BMS	9/1/13-6/30/14	Child rearing
16	BTA		Teacher-Elementary-BRK	9/1/13-1/3/14	Child rearing
<b>Return from Leave of Absence</b>					
<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Effective Date</i>	<i>Reason</i>
17	BTAA		Teaching Assistant-BHS	9/1/13	Other assignment completed
18	BTA		Teacher-Elementary-KRM	9/1/13	Child rearing leave ended
19	BTA		Teacher-Elementary-BRK	9/1/13	Child rearing leave ended

## H.2 Approve New Instructional Appointments

Probationary						
No.	Unit	Name	Assignment	Effective Date	Certification	Salary
1	BTAA		Teaching Assistant 8:1:3-FPL (New)	9/1/13-9/1/16	Teaching Assistant I	\$14.40/hour
2	BTAA		Teaching Assistant-BRK (Replacing )	9/1/13-9/1/16	Teaching Assistant I	\$14.40/hour
3	BTAA		Teaching Assistant-BMS (Replacing )	9/1/13-9/1/16	Teaching Assistant III	\$16.26/hour
4	BTAA		Teaching Assistant-KRM (Replacing )	9/1/13-9/1/16	Teaching Assistant III	\$16.26/hour
5	BTAA		Teaching Assistant 8:1:3 -BMS (New)	9/1/13-9/1/16	Teaching Assistant III	\$16.26/hour
6	BTAA		Teaching Assistant-KRM (Replacing )	9/1/13-9/1/16	Teaching Assistant III	\$16.26/hour
7	BTAA		Teaching Assistant-KRM (Replacing )	9/1/13-9/1/16	Teaching Assistant III	\$16.26/hour
8	BTAA		Teaching Assistant-KRM (Replacing )	9/1/13-9/1/16	Teaching Assistant III	\$16.26/hour
9	BTA		Teacher-Music (Orchestra)-BHS/BMS (New)	9/1/13-9/1/16	Music (Orchestra)	\$46,803 (B1)
10	BTA		Teacher-BHS/SHS (Replacing )	9/1/13-9/1/16	Social Studies	\$54,525 (M1)
11	BTA		Teacher-VWC (Replacing )	9/1/13-9/1/15	Elementary	\$57,098 (M2)
12	BTA		Teacher-BRK (Replacing)	9/1/13-9/1/15	Elementary	\$59,673 (M3)
13	BTAA		Teaching Assistant-BRK (Replacing )	9/1/13-9/1/16	Teaching Assistant I	\$14.40/hour
14	BTA		Teacher-Reading (Literacy Coach)-FPL (Replacing)-Title II	9/1/13-9/1/16	Reading (Literacy)	TBD
15	BTA		Teacher-BHS (Replacing )	9/1/13-9/1/16	Special Education	TBD
16	BTA		Teacher-BMS (Replacing	9/1/13-9/1/16	Special Education	TBD
17	BTA		Teacher-BRK/KRM (Replacing )	9/1/13-9/1/16	Reading	TBD
18	BTA		Teacher-Special Education-VWC (New)	9/1/13-9/1/16	Special Education	TBD

### H.3 Approve New Instructional Appointments

Part-Time						
No	Unit	Name	Assignment	Effective Date	Certification	Salary
1	BTA		ESL .6 FTE-BRK/BMS	9/1/13-6/30/14	ESL	\$28,081.80 (.6)
2	BTA	TBD	Math .6 FTE-BMS	9/1/13-6/30/14	MATH	TBD (Prorated)

### H.4 Approve Long-Term Substitutes

Full-time						
No.	Unit	Name	Assignment	Effective Date	Salary	Replacing
1	BTA		Elementary	9/1/13-6/30/14	\$54,525 (M1)	
2	BTA		Math	9/1/13-6/30/14	\$46,803 (B1)	
3	BTA		Elementary	9/1/13-6/30/14	\$46,803 (B1)	
4	BTA	TBD	Special Education	9/1/13-6/30/14	TBD	
5	BTA	TBD	Special Education	9/1/13-6/30/14	TBD	
6	BTA	TBD	Music	9/1/13-TBD	TBD	
7	BTA	TBD	Math	9/1/13-6/30/14	TBD	

### H.5 Approve Tenure Recommendation

No.	Unit	Name	Assignment	Effective Date	Certification
1	BTA		Elementary	10/18/13	Elementary
2	BTAA		Teaching Assistant	10/21/13	Teaching Assistant

### H.6 Approve Non-Instructional New Appointment

Full-time						
No.	Unit	Name	Assignment	Effective Date	Salary	Replacing
1	CSEA		School Registered Nurse (10 months)-BHS	9/1/13	\$43,656.00	
2	BTAA		Special Education Aide-BHS	9/1/13	\$13.02/hour	New Position
3	BTAA		Special Education Aide-KRM	9/1/13	\$13.02/hour	
4	BTAA		Special Education Aide-VWC	9/1/13	\$13.02/hour (A1)	
5	NC		School Health Aide/Athletic Trainer-BHS	TBD	TBD	

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Effective Date</i>	<i>Salary</i>	<i>Replacing</i>
6	BTAA		Special Education Aide-BHS	9/1/13	\$13.02/hour	
7	BTAA		Special Education Aide -BRK	9/1/13	\$13.02/hour	New Position Pre-K
8	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
9	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
10	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
11	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
12	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
13	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
14	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
15	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
16	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
17	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
18	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
19	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
20	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
21	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
22	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
23	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
24	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
25	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment
26	NC		Guard-DSW	9/1/13-6/30/14	\$21.00/hour	Yearly Appointment

## H.7 Approve Extra Duty Assignments

<b>Clubs/Enrichment</b>			
<i>No.</i>	<i>Name</i>	<i>Assignment</i>	<i>Stipend</i>
1		Class Advisor - 9th Grade (2 of 2)-BHS (1 of 2 approved 6/19/13)	\$2,118.00
2		Weightlifting Club - Semester 1- BHS - 9/11/13-1/24/14	\$2,739.00
3		Club/Activity Treasurer-BMS	\$2,118.00
4		Math Club-BMS-BMS-Split Stipend	\$844.50
5		Math Club-BMS-BMS-Split Stipend	\$844.50
6		Newspaper Advisor - The Barge-BMS	\$2,118.00
7		Student Council-BMS	\$1,689.00
8		Junior Honor Society-BMS-Split Stipend	\$1,059.00
9		Junior Honor Society-BMS-Split Stipend	\$1,059.00
<b>Interscholastic</b>			
<i>No.</i>	<i>Name</i>	<i>Assignment</i>	<i>Stipend</i>
10		Junior Varsity Football	VOL
11		Varstiy Volleyball	VOL

## H.8 Approve Additional Work

Translation Services - DSW					
Title III Grant					
No.	Unit		Assignment	Effective Date	Rate of Pay
1	NC		Translation Services-DSW	9/1/13-6/30/14	\$50.00/hour
2	NC		Translation Services-DSW	9/1/13-6/30/14	\$50.00/hour
3	NC		Translation Services-DSW	9/1/13-6/30/14	\$50.00/hour
4	NC		Translation Services-DSW	9/1/13-6/30/14	\$50.00/hour
5	NC		Translation Services-DSW	9/1/13-6/30/14	\$50.00/hour
6	NC		Translation Services-DSW	9/1/13-6/30/14	\$50.00/hour
7	NC		Translation Services-DSW	9/1/13-6/30/14	\$50.00/hour
8	NC		Translation Services-DSW	9/1/13-6/30/14	\$50.00/hour
9	NC		Translation Services-DSW	9/1/13-6/30/14	\$50.00/hour
Cafeteria Duty					
No.	Unit		Assignment	Effective Date	Rate of Pay
10	BTA		Cafeteria Duty - 6th Grade-BMS	9/9/13-6/26/13	\$4,875.00
11	BTA		Cafeteria Duty - 6th Grade-BMS	9/9/13-6/26/13	\$4,875.00
12	BTA		Cafeteria Duty - 7th Grade-BMS	9/9/13-6/26/13	\$4,875.00
13	BTA		Cafeteria Duty - 7th Grade-BMS	9/9/13-6/26/13	\$4,875.00
14	BTA		Cafeteria Duty - 8th Grade-BMS	9/9/13-6/26/13	\$4,875.00
15	BTA		Cafeteria Duty - 8th Grade-BMS	9/9/13-6/26/13	\$4,875.00
Other Work					
No.	Unit		Assignment	Effective Date	Rate of Pay
16	BTA		Chain Crew-BHS	8/28/13-11/30/13	\$106.00/event
17	BTA		Clock/Timekeeper Scorekeeper-BHS	9/1/13-6/30/14	\$106.00/event
18	BTA		Clock/Timekeeper Scorekeeper-BHS	9/1/13-6/30/14	\$106.00/event
19	BTA		Film Crew-BHS	8/28/13-6/30/14	\$106.00/event

## H.9 Approve Recall of Staff from Preferred Eligible List

<i>No</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Effective Date</i>	<i>Certifications</i>	<i>Salary/Step</i>
1	BTAA		Probationary-VWC (New)	9/1/2013-	Teaching Assistant	\$17.68/hour

## H.10 Approve Appointment Instructional Stipend

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Effective Dates</i>	<i>Stipend</i>
1	BTA		Chairperson/Special Education - DSW	8/22/13-6/30/14	\$7,370.00

## H.11 Approve Substitutes

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Effective Date</i>	<i>Rate of Pay</i>
1	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
2	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
3	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
4	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
5	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
6	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
7	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
8	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
9	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
10	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
11	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
12	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
13	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
14	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
15	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
16	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
17	NC		Guard Substitute-DSW	9/01/13-6/30/14	\$19.00/hour
18	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
19	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
20	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
21	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
22	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
23	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
24	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
25	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
26	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
27	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
28	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
29	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
30	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
31	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
32	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
33	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
34	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour
35	NC		Substitute Aide-DSW	9/01/13-6/30/14	\$9.00 /hour

[illegible]

[illegible]



[illegible]

<i>No.</i>	<i>Unit</i>	<i>Name</i>	<i>Assignment</i>	<i>Effective Date</i>	<i>Rate of Pay</i>
192	NC		Substitute Teaching Assistant-DSW	9/01/13-6/30/14	\$9.75/hour
193	NC		Substitute Teaching Assistant-DSW	9/01/13-6/30/14	\$9.75/hour
194	NC		Substitute Teaching Assistant-DSW	9/01/13-6/30/14	\$9.75/hour
195	NC		Substitute Teaching Assistant-DSW	9/01/13-6/30/14	\$9.75/hour
196	NC		Substitute Teaching Assistant-DSW	9/01/13-6/30/14	\$9.75/hour
197	NC		Substitute Custodian-DSW	9/01/13-6/30/14	\$11.00/hour

### **LEGEND**

#### **Schools/Buildings**

BHS = Bellport High School  
 BMS = Bellport Middle School  
 FPL = Frank P. Long Intermediate  
 BRK = Brookhaven Elementary  
 KRM = Kream Street Elementary  
 VWC = Verne W. Critz Elementary  
 SHS = South Haven School  
 SSS = Student Support Services  
 DSW = District Wide  
 CO = Central Office

#### **Unit/Group**

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

TAB #5

### SIDE LETTER OF AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Board of Education of the South Country Central School District (hereinafter "Board" or "District"), and the Bellport Teachers' Association (hereinafter "BTA") is constituted as follows:

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

WHEREAS, Article IX of the applicable CBA states as follows:

There shall be a retirement incentive as follows:

- A. \$40,000 to each teacher who retires in the first year of eligibility.
- B. Eligibility to retire shall be defined as the eligibility to retire as determined by the New York State Teachers Retirement System. Disability retirement is not applicable.
- C. Retirement incentive \$40,000 for anyone eligible year one as designated by NYSTRS. All teachers previously eligible will become eligible once again for retirement effective June 30, 2012 only.
- D. The District may pay out the retirement incentive and sick day buy backs for retirees in the first check of July.
- E. The time limits for notice of intent to retire/rescind shall be as set forth in Article VIII. However, as to the 2011/2012 school year, notice of retirement must be submitted by April 5, 2012 and notice of intent to rescind must be submitted by April 13, 2012.

WHEREAS a dispute has arisen regarding the interpretation of Article IX, Sections (B) and (C); namely, whether a BTA member must be eligible to retire *without penalty* (i.e. diminution in benefits) from the Teachers Retirement System (TRS) in order to qualify for the retirement incentive set forth in Article IX of the CBA; and

WHEREAS the past practice regarding the implementation of Article IX, Sections (B) and (C) does not provide determinative guidance regarding the proper interpretation of those sections; and

WHEREAS the parties wish to resolve the dispute without the necessity of engaging the grievance procedures set forth in the CBA.

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

1. Of the six (6) teachers who retired at the end of the 2012-13 school year, only the following individuals shall receive the Article IX retirement incentive<sup>1</sup>:
  - [REDACTED]<sup>2</sup>
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
2. Effective July 1, 2013 and thereafter, Article IX, Sections (B) and (C) shall be interpreted to mean that teachers who retire with the TRS are only eligible for the Article IX retirement incentive if they are first eligible to retire *without penalty* (i.e. diminution in benefits) with the TRS.
3. Except as specifically set forth herein, it is agreed that the provisions of this Agreement shall be non-precedent setting, shall not constitute a practice or a policy on the part of the District or the BTA, and shall not be construed as modifying any of the terms of the existing Collective Bargaining Agreement, or any practices that may exist between the District and the BTA.
4. This Agreement shall not be utilized by the District or the BTA in any grievance, arbitration, charge or claim of any kind, except as necessary to enforce the terms of this Agreement.
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 affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
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.
8. It is agreed that the mechanism to enforce the terms of this Agreement is the grievance procedure set forth in the applicable Collective Bargaining Agreement between the parties.
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,

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<sup>1</sup> The two other teachers who retired at the end of the 2012-13 school year ([REDACTED] and [REDACTED]) are not eligible for the Article IX retirement incentive, as they are neither first eligible to retire with TRS, nor first eligible to retire without penalty.

<sup>2</sup> [REDACTED] is the only one of the four who is taking a diminution in benefits from TRS.

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

10. This Agreement may not be amended or modified orally; this Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.
11. This Agreement, and any amendments to this Agreement, will not be in effect until it is approved by the Board of Education, pursuant to a resolution passed by a majority of its full membership, and signed by authorized representatives of both parties.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**TAB #6**

**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 June, 2013 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 MAXIM HEALTHCARE SERVICES, INC., d/b/a MAXIM STAFFING SOLUTIONS (hereinafter "CONSULTANT"), a Maryland Corporation with offices for the purpose of this Agreement located at 700 Veterans Memorial Highway, Suite 212, Hauppauge, New York 11788.

**A. TERM:**

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

**B. SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, CONSULTANT shall provide professional staff and services as set forth within this Agreement to the DISTRICT as needed.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. 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.
17. CONSULTANT shall complete annual and quarterly progress reports regarding student progress as to the goals and objectives set forth thereon.

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 an authorized New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the

Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION:

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

E. MISCELLANEOUS

1. Termination:
  - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party.

Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to 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.
- b. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, 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.

4. Placement

- a. For a period of twelve (12) months following the date on which CONSULTANT Personnel last worked for DISTRICT, DISTRICT agrees that it will take no steps to recruit, hire, or employ as its own employees or as an independent contractor, those Personnel provided by CONSULTANT during the term of this Agreement.
- b. DISTRICT understands and agrees that CONSULTANT is not an employment agency and that Personnel are assigned to the DISTRICT to render temporary service(s) and are not assigned to become employed by the DISTRICT. DISTRICT further acknowledges and agrees that there is the substantial investment in business related costs incurred by CONSULTANT in recruiting, training, and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that DISTRICT, or any affiliate, subsidiary, department, or division of DISTRICT hires, employs, or solicits CONSULTANT Personnel, DISTRICT will be in breach of this Agreement.
- c. Notwithstanding the restrictions set forth herein, should the DISTRICT seek to hire CONSULTANT'S staff during the term of this Agreement, the District shall either:
  - (i) provide CONSULTANT one hundred eighty (180) days prior written notice of its intent to hire CONSULTANT'S staff. During said period the DISTRICT shall continue to utilize said personnel through CONSULTANT for a minimum of thirty-six (36) hours per week; or
  - (ii) pay CONSULTANT the greater of liquidated damages in the amount of five thousand dollars (\$5,000) or thirty percent (30%) of such Personnel's annual salary (calculated as the Employee's Hourly Rate of Pay While Employed by Maxim x 2080 Hours x 30%).

5. 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

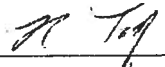
To Consultant: Maxim Staffing Solutions  
700 Veterans Memorial Highway, Suite 212  
Hauppauge, New York. 11788

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

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

CONSULTANT

DISTRICT

By:   
Robert J. Kelly

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

## ***Proposed Rates***

Maxim is proud of our ability to provide experienced, and reliable medical professionals. In an effort to attract these healthcare professionals in a competitive field, the Long Island Staffing Office stays on the pulse point of the local marketplace for salary and compensation trends and realities.

Maxim's proposed pricing is an all-inclusive hourly rate that encompasses costs associated recruiting, employing, and retaining experienced medical professionals in the industry, as well as providing our clients with the best possible customer service at both the local and corporate levels. Maxim proposes the following competitive rates:

Type of Service	Hourly Rate
Certified Nursing Assistant(CNA)	\$32.00
Licensed Practical Nurse(LPN)	\$47.00
Registered Nurse(RN)	\$57.00

Our proposed hourly rate incorporates the following:

- ▲ Employees' annual salaries, including paying local, state, and federal taxes
- ▲ Employees' healthcare benefits (medical, dental, vision, and life insurance)
- ▲ Costs involved with on-line competency exams and skills checklists
- ▲ Fees for criminal background checks, drug testing and health examinations, as applicable.

Maxim understands that in order to provide compliant staffing services and proper customer services, we must employ experienced professionals in the healthcare industry, and that we must treat our employees with respect and compensate them appropriately. We provide our employees with competitive wages based on the local marketplace's living wage standards and the national Consumer Price Index. We also cover our employees' general and professional liability, malpractice, and unemployment insurance, as well as pay local, state, and federal taxes. For full-time employees working more than 30 hours per week, Maxim also offers an aggressive benefits package that includes medical, dental, vision, and life insurance.

Maxim prides itself on delivering efficient and effective healthcare services. Our proposed pricing reflects Maxim's commitment to upholding quality while simultaneously remaining competitive in the healthcare marketplace.

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

**CONSULTANT SERVICES AGREEMENT**

This Agreement is entered into this 30 day of June, 2013 by and between the Board of Education of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York, and TENDER AGE PT, INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1227-2 Montauk Highway, Oakdale, New York.

**A. TERM:**

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

**B. SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, CONSULTANT shall provide the DISTRICT with duly licensed, certified, and qualified therapists in accordance with the stated needs of the DISTRICT.
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 for services rendered under the terms of this Agreement in accordance with the attached Schedule "A".
2. The DISTRICT shall pay CONSULTANT for services rendered within thirty (30) days of the DISTRICT'S receipt of a detailed written invoice from CONSULTANT. Said invoice shall include a description of services rendered, duration of services rendered, dates that the invoice covers, and the total amount due for the period specified.
3. The DISTRICT shall not be liable for services rendered under the term of this Agreement for which CONSULTANT has failed to maintain any required certification, registration, or license. CONSULTANT shall reimburse the DISTRICT for any compensation received during this period of time.
4. No additional compensation shall be provided for the preparation of progress reports and related assessment materials used at annual reviews, except for full evaluations as reflected in the fee schedule.

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:

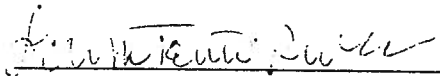
<u>DISTRICT:</u> South Country CSD 189 Dunton Avenue East Patchogue, New York 11772	<u>CONSULTANT:</u> Tender Age PT, Inc. 1227-2 Montauk Hwy Oakdale, New York 11769
--	--
5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other 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.

TENDER AGE PT, INC.

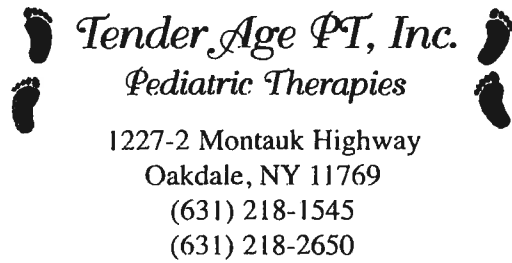
SOUTH COUNTRY CENTRAL  
SCHOOL DISTRICT

  
\_\_\_\_\_

\_\_\_\_\_

Date: 6/30/13

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



*Physical Therapy • Occupational Therapy • Speech Therapy • Special Education • Social Work*

#### Fees for Services 2013-2014

The following are our agency fees to provide related services in the following areas: OT, PT, speech, vision, social work, ABA, tutoring, etc.:

Individual Sessions: \$40.00 per 30 minute session  
Group Session: \$60.00 per 30 minutes for up to 5 students  
Consultant Session: \$40.00 per 30 minute session  
Evaluation: \$150.00 per evaluaion

We will bill district for first absence of a child when therapist is not notified in advance.

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

**CONSULTANT SERVICES CONTRACT**

This Agreement is entered into this 27<sup>th</sup> day of June, 2013, by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 N. Dunton Avenue, East Patchogue, New York 11772, and All About Kids (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 255 Executive Drive, Plainview, New York 11803.

**A. TERM:**

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

**B. SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:
  - Occupational Therapy
  - Physical Therapy
  - Evaluations
  - Other Special Education Related Services
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable federal, state and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to

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

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. Upon execution of this Agreement, 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. INSURANCE:
  - a. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000.00).
  - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
  - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.

- d. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

17. EXCLUDED/DEBARRED PARTY CLAUSE

- a) The CONSULTANT represents and warrants that it, its employees and contractors, are not excluded from participation, and are not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.
- b) In the event CONSULTANT, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, CONSULTANT will notify the DISTRICT in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the CONSULTANT, the DISTRICT reserves the right to immediately cease contracting with the CONSULTANT, as per Paragraph D below.
- c) If CONSULTANT is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.
- d) The CONSULTANT further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:
  - \* The General Services Administration's Federal Excluded Party List System (or any successor system),
  - \* The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,
  - \* The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

C. COMPENSATION:

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

**SEE ATTACHED FEE SCHEDULE (Attachment (A))**

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

D. MISCELLANEOUS:

1. Termination:

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

2. Independent Contractor:

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

- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
  - c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600.00, which thereupon will be reported for income tax purposes.
- 3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
- 4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- 5. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, 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.
- 6. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

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

To Consultant:                  All About Kids  
   255 Executive Drive  
   Plainview, NY 11803

7. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
8. 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.
9. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
10. 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.
11. 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.
12. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
13. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

DISTRICT

By:   
Michael L. Williams

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

President, Board of Education

**ATTACHMENT (A.)****ALL ABOUT KIDS™ RATES (page 1)**

Please note, rates are the same for in-district school services, private/parochial services, and home-based services. Individual therapists will be billed at the rates listed on this Attachment.

**SCREENINGS:**

SP, OT, PT 1:1 Student Screening	\$45 per Screening
Sensory/Behavioral "push In" Classroom Screenings (includes classroom environment assessment and screening children at risk)	\$150 per hour

**EVALUATIONS:**

**The following evaluation rates are subject to a 10% reduction for 10 or more evaluations done per month:**

Audiology Evaluation	\$330 per Evaluation
Central Audit Processing Evaluation	\$600 per Evaluation
Educational Evaluation (Achievement Testing Only)	\$250 per Evaluation
Educational Evaluation (Achievement Testing & Classroom Observation)	\$300 per Evaluation
Educational Evaluation (Achievement Testing, Classroom Observation, & Behavior Rating Scales)	\$350 per Evaluation
Evaluations (SP/PT/OT)	\$200 per Evaluation
Bilingual Evaluations	\$250 per Evaluation
Feeding Evaluation (includes standardized speech testing and feeding assessment)	\$250.00 per Evaluation
Functional Behavior Assessment/Behavior Intervention Plan (FBA/BIP) (please also refer to page 7 of Rate Sheets)	\$90 per hour
PROMPT Evaluations	\$225.00 per Evaluation
Social History	\$150 per Evaluation
Social History-Bilingual	\$175 per Evaluation
OT -Assistive Technology Evaluation • Train child with fine motor problems to use appropriate technology (i.e. laptop)	\$300 per Evaluation
Psychological Evaluation (Cognitive/Vineland)	\$450 per Evaluation
Psychological Evaluation-Bilingual (Spanish: Cognitive/Vineland)	\$700 per Evaluation
Psychological Evaluation (Cognitive/Vineland/Behavior Rating Scales)	\$550 per Evaluation
Psychological Evaluation & Classroom Observation	\$500 per Evaluation

*Please note, any information contained herein is the sole property of All About Kids™ and cannot be shared with any other entity without prior written permission from All About Kids™.*

**EVALUATIONS (Continued):**

Psychological Evaluation & Classroom Observation-Bilingual (Spanish)	\$750 per Evaluation
Neuropsychological Evaluation (Max \$4,000, Max hours 16)	\$250 per Hour
Psychological Evaluation (DSM/Cognitive & Classroom Observation)	\$640 per Evaluation
Psycho-Educational Evaluation (Cognitive, Achievement Testing, Personality Testing/Behavior Rating Scales, & Class Room Observation)	\$900 per Evaluation

**THERAPY-RELATED SERVICES: The Following Rates Apply Per Child Serviced.*****5-10% Discounts Based on Volume of Children Referred:***

<b><u>Individual Services (1:1):</u></b>	<b><u>1-9 Children</u></b>	<b><u>10-14 Children</u></b>	<b><u>15 or more Children</u></b>
Occupational Therapy - (including use of school district's software & hardware related to technology interventions)	\$42 per 1/2 hour	\$40 per 1/2 hour	\$38 per 1/2 hour
COTA and PTA	\$37 per 1/2 hour	\$36 per 1/2 hour	\$35 per 1/2 hour
Physical Therapy	\$42 per 1/2 hour	\$40 per 1/2 hour	\$38 per 1/2 hour
Resource Room Teacher	\$42 per 1/2 hour	\$40 per 1/2 hour	\$38 per 1/2 hour
Computer Training	\$42 per 1/2 hour	\$40 per 1/2 hour	\$38 per 1/2 hour
Special Education	\$42 per 1/2 hour	\$40 per 1/2 hour	\$38 per 1/2 hour
Behavior Management Services (see also page 6 of AAK rate sheets-BCBA or BCaBA)	\$45 per 1/2 hour	\$43 per 1/2 hour	\$41 per 1/2 hour
Counseling/Psychologist	\$50 per 1/2 hour	\$49 per 1/2 hour	\$48 per 1/2 hour
Counseling/Social Worker	\$42 per 1/2 hour	\$40 per 1/2 hour	\$38 per 1/2 hour
Speech Language Therapy	\$42 per 1/2 hour	\$40 per 1/2 hour	\$38 per 1/2 hour
Bilingual SP, OT, PT Therapy	\$47 per 1/2 hour	\$45 per 1/2 hour	\$43 per 1/2 hour
Feeding Therapy	\$45 per 1/2 hour	\$44 per 1/2 hour	\$43 per 1/2 hour
PROMPT	\$45 per 1/2 hour	\$44 per 1/2 hour	\$43 per 1/2 hour
Parent Training (excludes Behavioral Intervention Services)	\$42 per 1/2 hour	\$40 per 1/2 hour	\$38 per 1/2 hour

**THERAPY-RELATED SERVICES (Continued):** The Following Rates Apply Per Child Serviced.*5-10% Discounts Based on Volume of Children Referred For Following Services:*

<b><u>Individual Services (1:1):</u></b>	<b><u>1-9 Children</u></b>	<b><u>10-14 Children</u></b>	<b><u>15 or more Children</u></b>
Push-In-Kindergarten	\$42 per ½ hour	\$40 per ½ hour	\$38 per ½ hour
Push-In Preschool (specific to school age eligible children)	\$42 per ½ hour	\$40 per ½ hour	\$38 per ½ hour
Vision/Mobility	\$42 per 1/2 hour	\$40 per ½ hour	\$38 per ½ hour
<hr/>			
<b>Groups: COTA and PTA</b>		\$35 per half hour \$60 Total per ½ hr	1 <sup>st</sup> First child For More Than 1 Child
<b>Groups:</b> <i>Handwriting Groups, Social Skills, Language Groups, Articulation Groups, &amp; Extended Day Programs for Therapeutic Services: Speech/Language Therapy, &amp; Special Education</i>		\$40 per half hour \$15 per half hour	1 <sup>st</sup> Child Each Additional Child
<b>Groups: Bilingual Speech Therapy</b>		\$45 per half hour \$20 per half hour	1 <sup>st</sup> Child Each Additional Child
<b>Groups: Extended Day Programs -ABA/Behavioral Services</b>		\$50 per half hour \$35 per half hour	1 <sup>st</sup> Child Each Additional Child
<b>Groups: OT &amp; PT</b>		\$40 per half hour \$65 Total per ½ hr	1 <sup>st</sup> Child For More Than 1 Child
<b>Groups: Bilingual OT/PT</b>		\$45 per half hour \$70 Total per ½ hr	1 <sup>st</sup> Child For More Than 1 Child
<hr/>			
<b>Transition Planning Services</b>			\$75 per hour
<ul style="list-style-type: none"> <li>• Level 1, 2, &amp; 3 assessments</li> <li>• Review of IEP's Referrals to VESID &amp; OMRDD</li> </ul>			
<b>CSE Meetings</b> (excluding attendance by Educational Audiologist)			\$75 per Meeting
<b>Educational Audiologist-Direct Services to Students</b>			\$225 per hour
<b>Educational Audiologist-Consultation Services</b> (includes services to faculty, administration, parents, and attendance at CSE or other meetings)			\$225 per hour
<b>Home Tutoring</b>			\$65 per 1 hour

Please note, any information contained herein is the sole property of All About Kids™ and cannot be shared with any other entity without prior written permission from All About Kids™.



**CONSULTATION SERVICES:****Consultation Services:**

\$50 per ½ hour

***Includes:*** Curriculum Development, OT, PT, SP Consultations, Special Education Consultation, & Tourettes Syndrome Consultations.***Excludes:*** Educational Audiologist-see page 3, & ABA/Behavioral Consultations-see page 6**In School Behavior Consultation by a BCaBA or a BCBA**

\$60 per ½ hour

**Sensory/Behavioral Classroom Consultation Program:**

This consultation program was developed in order to provide classroom teachers with the appropriate support system in dealing with sensory and behavioral issues that impact on learning. An OTR sensory and/or behavioral specialist will initially provide a sensory/behavioral classroom consultation by pushing into the classroom for a one hour visit taking note of the classroom organization and layout and any environmental distracters on the walls, desks, shelves, and/or floor. The specialists will also take note of the desk layout and position of the teacher in relation to the students. The specialist will observe all the students looking for any antecedent behaviors or triggers that elicit "problem behaviors". Once the initial observation has been completed a report is generated with recommendations for environmental changes and layout of the classroom. During the same visit in that classroom, the specialist(s) will screen to identify any student presenting as "at risk". If a student(s) are identified as "at risk" additional sensory/behavioral student consultation visit can be scheduled with the specialist to discuss and review a plan of recommendations specifically designed for that student. This includes: completing a Functional Behavior Assessment (FBA), behavioral strategies and/or a sensory diet to assist with any "problem behaviors" identified by teacher interview and/or classroom observations. A third visit will be conducted once the student(s) have been identified, a FBA is completed, teacher interview conducted and a behavioral plan needs to be put in place. Additional visits may be requested for individual student(s) at an individual consultation rate basis (please see below).

Sensory/Behavioral Classroom Consultation

\$150 per hour

Sensory/Behavioral Individual Student Consultation

\$100 per hour

Professional Development

\$200 per hour

**TRANSLATION SERVICES:****Bilingual Translator Services-Written Reports** \$0.35 per Word (per Word fee-follows industry standard)

- Translation of full clinical written reports into another language

*(Languages Available: Arabic, Bengali, Croation, Greek, Hindi, Jurati, Polish, Punjabi, Russian, & Spanish)***Bilingual Translator Services-CSE Meetings:**  
*(Spanish)*\$200 for 1<sup>st</sup> hour, \$75 per each additional hour**PER DIEM SERVICES (5 hours direct care, not including lunch, & subject to therapist availability):**

Special Education

\$350 per day

SP/PT/OT

\$400 per day

**ABA & BEHAVIORAL SERVICES:**

AAK provides Consultations, Workshops, Training for District staff and parents, and Direct Behavioral Intervention services in Nassau, Suffolk, NYC, and Westchester County. Our Interventions are derived from Applied Behavior Analysis and are evidence based. These services are provided for children and their families from Early Intervention through high school age. Our available staff and consultants include Board Certified Behavior Analysts (BCBA) and Board Certified Assistant Behavior Analysts (BCaBA) and ABA trained and certified special education teachers, overseen by our Supervisor of ABA Services. The following is a detailed description of the services available to the District. AAK's Rates follow on the subsequent page.

**Behavioral Services:**

- Discrete Trial Intervention
- Natural Environment Teaching
- Preschool, School District, and Classroom consultation, collaboration and training
- School Based Intervention
- Home Based ABA Intervention
- Diagnostic Assessments
- Behavioral Assessments (FBA, BIP)
- Functional Assessment Analysis
- Parent and Family Training
- Workshops for District Staff and/or Parents
- After School ABA Services
- Use of Task Analysis/Chaining to Teach Activities of Daily Living (ADL/Self-Help Skills)

**Consultation Services include but are not limited to:**

- Sensory/Behavioral Classroom Consultation Program (see page 3 of rate sheets for full description)
- Conducting Functional Behavior Assessments & Developing Behavior Intervention Plans
- Designing & Monitoring Educational Programs
- Establishing Systems for Data Collection
- Initial and Ongoing Training For Teachers/Teacher Assistants
- Classroom Set-Up and Organization
- Attending Scheduled Meetings with Classroom Staff/Support Staff Defined By District and Clinical Needs
- Family Support/Training For Maintenance and Generalization
- Performing Educational Assessments
- Participation CSE Meetings, Record Review, & IEP Development
- Writing Reports & Progress Summaries
- Coordinating Home & School Programs
- Special Education teachers and/or consultants experienced in providing services to children with Tourettes Syndrome and assisting in coordination of services with a child's medical team.

**AAK's ABA Workshops/Training & In-Services For District Staff and/or Parents:**

- NY State Education Training in Needs of Students With Autism for District Administrators and Staff
- Characteristics of Children With ASD
- Principles of ABA
- Use of Data Collection/Visual Display To Determine Progress
- Curriculum Development
- Positive Behavior Supports
- Functional Behavior Assessments
- Behavior Intervention Plans
- Use of Activity Schedules
- Visual Supports
- Topics Important Within District or To A Particular Classroom
- Initial Ongoing T.A. Training
- Verbal Behavior: From Theory to Application
- VB MAPP

**THERAPY-ABA INTERVENTION SERVICES**

The following ABA services are performed by Board Certified Behavior Analysts (BCBA's), Board Certified Assistant Behavior Analysts (BCaBA's), and/or certified and trained special education teachers. Direct intervention rates apply per child (1:1). Discounted rate for volume of children serviced in District. Direct interventions can follow a Push-In or Pull-Out model.

***5-10% Discounts Based on Volume of Children Referred:***

	<u>1-9 Children</u>	<u>10-14 Children</u>	<u>15 Children or More</u>
<b>Certified &amp; Trained Special Education ABA Teacher*</b>	<b>\$42 per ½ hour</b>	<b>\$40 per ½ hour</b>	<b>\$38 per ½ hour</b>
<ul style="list-style-type: none"> <li>Discrete Trial Intervention</li> <li>Natural Environment Teaching</li> </ul>	<p><i>*ABA Teacher – A certified and trained special education teacher. Works directly with the child and regularly communicates with their ABA Lead Teacher on topics such as child progress &amp; child specific issues. Responsible for writing reports, attends ongoing training, is closely monitored &amp; able to follow and teach goals, record and discuss data.</i></p>		
<b>Certified &amp; Trained Special Education ABA Teacher**</b>	<b>\$45 per ½ hour</b>	<b>\$43 per ½ hour</b>	<b>\$41 per ½ hour</b>
+ 3 years			
<ul style="list-style-type: none"> <li>Discrete Trial Intervention</li> <li>Natural Environment Teaching</li> <li>Curriculum Development</li> <li>Parent Training</li> <li>Functional Behavior Assessments</li> <li>Behavior Intervention Plans</li> </ul>	<p><i>**Certified &amp; Trained Special Education Teacher + 3 Years- Experienced ABA Team Leader who provides consistent implementation of programming across team members, coordinates monthly team meetings, writes reports and monitors/modifies curriculum to target the needs of the individual child, writes curriculum, creates Educational Program Records or STO's, makes instructional changes, completes ABLLS-R Assessments, and facilitates Parent Training. Can assume the role of ABA Teacher.</i></p>		
<b>Behavior Specialist/BCBA or BCaBA***</b>	<b>\$60 per ½ hour</b>	<b>\$58 per ½ hour</b>	<b>\$56 per ½ hour</b>
(Board Certified Behavior Analyst [BCBA,BCaBA])			
<ul style="list-style-type: none"> <li>Consultations (see pages 3 &amp; 5 of rate sheets)</li> <li>Functional Behavior Assessments</li> <li>Behavior Intervention Plans</li> <li>Behavior Management Intervention, including Intense Behavior Interventions</li> <li>Workshops (see pages 5 &amp; 7 of rate sheets)</li> <li>Staff Trainings (see pages 7 of rate sheets)</li> <li>In-Services</li> <li>Parent Training</li> <li>Sensory/Behavioral Classroom Consultation Program (see page 3 of rate sheet for full description &amp; rates)</li> </ul>	<p><i>***Behavior Specialist / BCBA or BCaBA Consultant-Can perform Functional Behavior Assessments (FBA), Behavior Intervention Plans (BIP), &amp; Intense Behavior Intervention (IBI). Monitors all ABA curriculum &amp; training, can conduct workshops and training as needed, and provides clinical monitoring of team members. Can assume the role of any member of an ABA Team.</i></p>		
<b>Teacher Assistant (Includes ABA Paraprofessionals)</b>	<b>\$28 per 1/2 hour</b>	<b>\$27 per ½ hour</b>	<b>\$26 per ½ hour</b>

**AFTER SCHOOL ABA/BEHAVIORAL SERVICES:**

1 on 1 Home Based/School Based Intervention

Please See Therapy-ABA Intervention Services Rates

Group Intervention (3 or more children)

\$50 per half hour

1<sup>st</sup> Child

\$35 per half hour

Each Additional Child

Any T.A.'s required to maintain staff to child ratios is an additional \$28 per half hour, per T.A.

**WORKSHOPS/TRAININGS:**

AAK offers full day, half day, or hourly workshops/trainings as requested by a District.

**Workshops/Training Sessions**

\$ 143.00 per hour

**\*Full Day Workshop**

\$1,000.00

Full day workshops entails:

- 5 Hours of Lecture/Presentation
- 2 Hours of follow-up meetings with District staff and/or parents, to be scheduled separately

**\*Half Day Workshop**

\$ 500.00

Half day workshops entail:

- 2.5 Hours of Lecture/Presentation
- 1 Hour of follow-up meeting with District staff and/or parents

**\*Discount Opportunity:**

*Districts partnering/scheduling to receive either a half or full day workshop (at same time & location) will each receive a \$100 discount off their individual cost of the workshop (i.e., \$900 each full day, \$400 each ½ day). Workshops can be at District site or AAK Plainview training facility (AAK Plainview training facility maximum capacity 40 people).*

**Lecture and/or Presentation Topics Include, But Are Not Limited To:**

Training in Needs of Students With Autism for District Administrators and Staff

Characteristics of Children With ASD

Principles of ABA

Use of Data Collection/Visual Display To Determine Progress

Curriculum Development

Positive Behavior Supports

Functional Behavior Assessments

Behavior Intervention Plans

Use of Activity Schedules

Visual Supports

Sensory Tool For The Classroom: increasing attention span, productivity, and participation in educational activities

Topics Important Within District or To A Particular Classroom

Initial Ongoing T.A. Training

Verbal Behavior: From Theory to Application

Learning At the Individual or Group Level.

RTI (Response to Intervention) Part I: Preventing Academic Failure Through Early, Effective Intervention & Assistance, Frequent Progress Measurement, and Intensive Research-Based Instruction Interventions for Children Having Difficulty

RTI (Response to Intervention) Part II: For Reading and Behavior: Regulatory Changes & Effectively Implementing with Diminished Financial Resources and Staff.

Differentiated Learning (see description below)

Learning Strategies (see description below)

**AAK Requires 3-4 weeks lead-time to set-up new schedule for teacher or therapist.**

### **Differentiated Instruction and Learning Strategies:**

Professional Development Trainings can be done in conjunction with one another or can be separated into individual professional development trainings based on a District's needs.

#### **Differentiated Learning:**

**\$500.00**

AAK's Professional Development Training for Differentiated Learning provides District teachers/staff with 2.5 hours of lecture/presentation, as well as a 1 hour follow-up meeting for any additional classroom/teacher support that may be needed.

This Professional Development Training trains District teachers/staff to maximize their student's learning regardless of skill level or background and focuses on helping teachers to identify and utilize the best teaching practices and strategies to create different avenues that respond to the needs of diverse learners. The training also takes into consideration that students vary in their interests, academic abilities, learning styles, personalities, background knowledge, and levels of motivation for learning. Role playing techniques will be incorporated to provide "real world" scenarios that can be applied to the classroom setting, and as a result of the training the Districts' teachers/staff will be able to:

- Open up learning opportunities for all students by offering varied learning experiences
- Utilize evidence-based best practices into meaningful context for learning
- Understand and use assessment as a critical tool to drive instruction
- Utilize new instructional strategies and receive reinforcing techniques that help teachers focus on essentials of curriculum

#### **Learning Strategies:**

**\$500.00**

AAK's Professional Development training in Learning Strategies for District teachers/staff offers 2.5 hours of lecture/presentation, as well as a 1 hour follow-up meeting for any additional classroom/teacher support that may be needed. This Professional Development Training will focus on Learning Styles and Strategies for Auditory, Visual, and/or Tactile-Kinesthetic Learners. As part of the training role playing techniques will be incorporated to provide "real world" scenarios that can be applied to the classroom setting.

Strategies will build on a student's strengths and develop a confidence in their abilities to acquire knowledge. As a result of this training the District's teachers/staff will be able to:

- Identify a student's strengths in learning styles.
- Incorporate an appropriate teaching technique for each student.
- Learn how to develop a multi-sensory lesson plan incorporating all learning styles to teach in a group setting.
- Help student's identify what type of learning style or styles they respond to the best.

**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 June, 2013 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 ST. JAMES TUTORING, INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 24 Suite B Bellemeade Avenue, Smithtown, NY 11787.

A. TERM

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

B. CONDITIONS:

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

1. 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.
2. 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.
3. 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.
4. 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.
5. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
6. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, or negligence of the CONSULTANT, its officers, directors, agents or employees in relation to the performance of this Agreement.

C. SERVICES AND RESPONSIBILITIES:

1. The CONSULTANT shall provide the services set forth in this Agreement, as need and at the DISTRICT'S request, to those student(s) referred by the DISTRICT.
2. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to "home teaching". Elementary students shall receive (1) hour of instruction per day up to a maximum of five (5) hours of instruction per week; Secondary students shall receive (2) hours of instruction per subject up to a maximum of ten (10) hours of instruction per week. Instructional services shall consist of common branch instruction (Grades 1 – 6) and instruction in English, Mathematics, Social Studies, Science, Sportsfolio, and other major course of study as applicable.
3. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall be provided at the following location(s):
  - The student's home, provided that there is an adult (at least 18 years of age) present; or
  - the public library; or
  - any other site specified by the District
4. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP) to the extent applicable, as it may be modified from time to time. Prompt notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
5. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
6. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
7. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
8. To the extent applicable, CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), and the DISTRICT'S administrative staff, and will work directly under the administrative supervision of the Assistant Superintendent for Funded Programs, Compliance and School Improvement. The CONSULTANT agrees to make relevant personnel available to participate to meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.

9. CONSULTANT shall provide services and maintain records, logs and reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department, and DISTRICT policies and procedures in force during the term of this Agreement including those pertaining to confidentiality of student records. All students' records, logs, etc., will be the property of the DISTRICT and will be considered mandated records.
10. The DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.
11. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services under this Agreement.
12. 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.
13. CONSULTANT shall provide the DISTRICT with a list of all individuals who shall be providing services pursuant to this Agreement. Said list shall contain the individuals' name, social security number, and license number (if applicable). It is the responsibility of the CONSULTANT to notify the DISTRICT of any additions or deletions to the list of service providers.
14. All teachers provided by CONSULTANT must be certified by the New York State Education Department.
  - a. This requirement may be waived by the DISTRICT on a case by case basis.
  - b. The certification of all teachers employed by CONSULTANT and providing services under this Agreement shall be provided to the DISTRICT.
15. CONSULTANT shall provide monthly attendance reports, progress reports, and report cards at the DISTRICT'S request.
16. CONSULTANT shall be responsible for the scheduling of all appointments.
17. In the event a student is absent or fails to appear for a scheduled appointment, CONSULTANT shall notify the DISTRICT in writing.

D. REPRESENTATIONS:

1. 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. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement.

2. In the event that the required license/certification of any agent or employee 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.

E. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the attached Schedule "A".
2. The DISTRICT will not incur any charges should any tutor placed by the CONSULTANT be absent for any reason whatsoever. However, should a student be absent, the DISTRICT will be billed for the scheduled session, unless the DISTRICT or the STUDENT provides the CONSULTANT with 24 hours notice of the student's absence.
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.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

F. 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.

G. TERMINATION:

1. 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.
2. The parties agree that CONSULTANT'S failure to comply with any material terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. MISCELLANEOUS

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

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

To Consultant: St. James Tutoring  
24 Suite B Bellmeade Avenue  
Smithtown, NY 11787

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
4. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining

provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
7. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

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

ST. JAMES TUTORING, INC.

SOUTH COUNTRY CENTRAL  
SCHOOL DISTRICT



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Date: 6/25/13

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

## **Part II**

St. James Tutoring's fee for home teaching is \$47.00 per hour - per student.

St. James Tutoring will instruct all South Country Central Schools students in all levels of instruction from Special Education to Regents and Honors programs. The South Country Central Schools students who are in a hospital setting during Regents week will take their Regents exams at the hospital and the exam will be immediately shipped via Fed Ex to the appropriate South Country Central Schools for correction and recording of the exam grade in the districts grade reporting system. The Fed Ex fee will be paid by the school district.

It is our responsibility as the provider to schedule appointments so that the services described in this proposal can be rendered. Any session that is cancelled within 24 hours of the scheduled time by the parent or adult responsible for the home teaching session will result in St. James Tutoring billing the district for the two hour session. If the tutor arrives at the scheduled time and the student or the adult is not present then St. James Tutoring will bill the district for the two hour session.

Telephone conferences and required CSE meetings are priced at the same rate as the home teaching (i.e) \$47.00 per hour. The districts will be billed a minimum of 1 hour for this service.

**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 June, 2013 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 ACHIEVE BEYOND (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 538 Broadhollow Road, Suite 202, Melville, New York 11747.

**A. TERM:**

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

**B. SERVICES AND RESPONSIBILITIES:**

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

E. MISCELLANEOUS

1. Termination:
  - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
  - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to 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: South Country Central School District  
189 Dunton Avenue  
East Patchogue, New York 11772

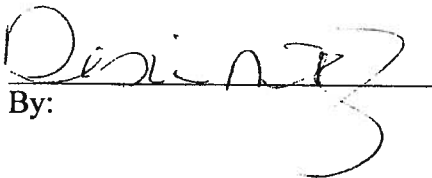
To Consultant: Achieve Beyond  
538 Broadhollow Road, Suite 202  
Melville, New York 11747

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

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

CONSULTANT

DISTRICT

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

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



538 Broadhollow Road - Suite 202 • Melville, NY 11747 • Tel (631) 385-7780 • Fax (631) 385-7795  
[www.achievebeyondusa.com](http://www.achievebeyondusa.com)

## 2013-2014 RATES SCHEDULE

**Name of Provider:** Achieve Beyond  
**Contact Name and Title:** Desiree Metz, MS. MEd / Program Director  
**Address:** 538 Broadhollow Road Suite 202, Melville NY 11747  
**Telephone:** 631-385-7780 **Fax:** 631-385-7795  
**Website/E-mail:** [www.achievebeyondusa.com/](http://www.achievebeyondusa.com/) dmetz@achievebeyondusa.com

<u>Type of Related Service</u>	<u>Rate</u>
<i>Special Education Services-ABA/ Parent Training / Behavioral / Counseling</i>	\$95 per hour
<i>Teacher Assistant Services</i>	\$35 per hour
<i>Consulting Services</i>	\$125 per hour
<i>Occupational Therapy / Physical Therapy / Speech/Language Therapy Individual session</i>	\$60 per half hour
<i>Occupational Therapy / Physical Therapy / Speech/Language Therapy / Group session</i>	\$45 per half hour per child
<i>Translation Services- minimum of 1 hour</i>	\$ 90 per hour

### Evaluations

#### **For Children ages 5-10**

	<b>English or Spanish</b>	<b>Other Language</b>
Psychological	\$ 445	\$ 580
Speech	\$ 370	\$ 445
Educational	\$ 340	\$ 395
Social History	\$ 225	\$ 265
Occupation Therapy Eval	\$ 370	\$ 450
Physical Therapy Eval	\$ 370	\$ 450

#### **For Children ages 11-21**

	<b>English or Spanish</b>	<b>Other Language</b>
Psychological	\$ 500	\$ 605
Speech	\$ 395	\$ 500
Educational	\$ 370	\$ 445
Social History	\$ 225	\$ 290
Occupation Therapy Eval	\$ 395	\$ 500
Physical Therapy Eval	\$ 395	\$ 500

*Desiree Metz MS, MEd*

SIGNATURE

4/11/2013  
DATE

**South Country Central School District  
Administrative Office  
189 Dunton Avenue  
East Patchogue, New York 11772**

**SPECIAL EDUCATION SERVICES CONTRACT  
Education Law § 4401(2)(b)**

This Agreement is entered into this \_\_\_\_\_ day of June, 2013, by and between the Board of Education of the South Country Central School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772, and the Board of Education of the Little Flower Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 2460 North Wading River Road, Wading River, New York.

**W I T N E S S E T H**

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

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

NOW, THEREFORE, the parties mutually agree as follows:

**A.     TERM**

The term of this Agreement shall be from July 1, 2013 through June 30, 2014, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.
3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon the modification of a student's IEP.
4. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
6. The RECEIVING DISTRICT 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 SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT 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. Upon the execution of this Agreement, and at the request of the SENDING DISTRICT, the RECEIVING DISTRICT 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 RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-

School Special Education (CPSE). The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, and at no additional cost, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.

11. The RECEIVING DISTRICT 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 SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection the services provided under this Agreement, and upon request shall be entitled to copies of same at no additional cost.
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 said 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 except as required by law or this Agreement. 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 SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
15. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.

16. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
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 RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.
18. Insurance
  - a. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the RECEIVING DISTRICT and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT in connection with the performance of the RECEIVING DISTRICT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
  - 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 RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
  - d. Upon the execution of this Agreement, the RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education. The tuition rate shall not exceed the actual net cost of educating such student. If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would indicate the net cost of educating such student, the tuition rate shall be determined in

accordance with the formula set forth in Part 174 of the Regulations of the Commissioner of Education.

2. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.
3. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested and a breakdown of the total amount due for the period specified.
4. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
5. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

- a. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- 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 SENDING DISTRICT or the RECEIVING DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

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

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

To Sending District: South Country CSD  
189 Dunton Avenue  
East Patchogue, NY 11772

To Receiving District: Little Flower UFSD  
2460 North Wading River Road  
Wading River, NY 11792

5. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
9. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
10. Entire Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. Amendment: This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
12. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SOUTH COUNTRY CSD

LITTLE FLOWER UFSD

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

President, Board of Education

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

President, Board of Education

## **SPECIAL EDUCATION SERVICES CONTRACT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, NY 11772, and the Board of Education of the Patchogue-Medford Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 241 South Ocean Avenue, Patchogue, NY 11772.

### **W I T N E S S E T H**

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

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

**NOW, THEREFORE**, the parties mutually agree as follows:

A. **TERM**: The term of this Agreement shall be from July 1, 2013 through June 30, 2014 inclusive, unless terminated earlier as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES**:

1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".

a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

C. **COMPENSATION:**

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

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

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

D. **TERMINATION.**

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

E. **MISCELLANEOUS**

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

To DISTRICT OF RESIDENCE: South Country Central School District  
189 Dunton Avenue  
East Patchogue, NY 11772

To DISTRICT OF LOCATION: Patchogue-Medford UFSD  
241 South Ocean Avenue  
Patchogue, NY 11772

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. This Agreement, along with the attached Schedules "A" and "B", is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement
7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.
9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.

10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE

DISTRICT OF LOCATION

\_\_\_\_\_  
By:  
President Board of Education  
South Country Central School District

Date\_\_\_\_\_

\_\_\_\_\_  
By: Brett P. Houdek  
President Board of Education  
Patchogue-Medford UFSD

Date\_\_\_\_\_

**CONFIDENTIAL SCHEDULE "A"**

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

Name and Address of Student	Date of Birth
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] Student A
Aiden Maccom [REDACTED] [REDACTED]	[REDACTED] Student B
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] Student C
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] Student D

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

**CONSULTANT SERVICES CONTRACT**

This Agreement is entered into this \_\_\_\_\_ day of June, 2013 between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT"), having its principal place of business for purposes of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and Positive Behavior Support Consulting & Psychological Resources, PC (hereinafter "CONSULTANT"), having its principal place of business for purposes of this Agreement at 68 Oakdale Road, Centerport, New York 11721.

**A. TERM**

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

**B. SERVICES AND RESPONSIBILITIES:**

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



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

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

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

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

C. INSURANCE:

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

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.

- 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.

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.

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

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

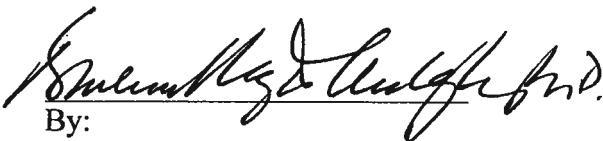
To Consultant: Positive Behavior Support Consulting  
& Psychological Resources, PC  
68 Oakdale Road  
Centerport, New York 11721

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

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

CONSULTANT

DISTRICT

  
By:

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

**Positive Behavior Support Consulting  
& Psychological Resources, P.C.**  
68 Oakdale Road, Centerport NY 11721  
(631) 262-8561

**Rate Sheet 2013-2014 School Year**

**Clinical & Professional Services**

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

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

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

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

**Clinical Supervision:** Supervision of clinical activities can be provided to BA/MA level Staff, with appropriate training and preparation for BCBA certification.

**Functional Behavioral Assessment (FBA):** Full FBA includes a minimum of 8-10 hours to conduct relevant interviews (FAI), administer instruments and questionnaires (e.g., ABC, Activities Assessment, Social Network Analysis, Satisfaction Scale, Stress Inventory, Self-Determination), review historical records, complete data analysis (e.g., Critical incidents, behavior data), direct observation, and (if needed) experimental functional analysis. Minimum hours include report and recommendations to CSE.

**Parent training:** Didactic training is offered both individually and in group format to parents, caregivers, and extended family members. Topics include skill development, scheduling and routines, environmental modification, differential reinforcement, teaching strategies, accessing community supports and services, and behavioral strategies to support students at home and in the community.

**Program Consultation:** Program evaluation involves the application of Best Practice Standards to evaluate classrooms, programs, and school-wide interventions for students with disabilities, with recommendations for new initiatives, including Life Skills curriculum development, curriculum modification, and the implementation of data collection/tracking systems to address identified gaps.

**Staff Training/Professional Development Services:** Didactic and activity-based trainings are available to address a variety of topics in Positive Behavior Support, including functional analysis, proactive strategies, crisis intervention and prevention, choice and self-determination, community networking, job procurement, job coaching, transition planning, setting events, person-centered planning, life skills/adaptive behavior development, and friendships/social support.

**Tutoring, ABA/Home Instruction, Life Skills Training, and Special Education Itinerant (SEIT) Services:** Certified teachers with training in behavior analysis are available to provide direct instruction of educational goals in home, school, and community settings.

### Bulk Billing Rate Schedule for Clinical/Professional Services

# of Hours per week in district	Hourly rate	Savings per week	Savings per year (based on 40 weeks)
Less than 15 hours	\$125	--	--
16-25 hours	\$115	\$160-\$250	\$6,400-\$10,000
26-40 hours	\$110	\$390-\$600	\$15,600-\$24,000
41+ hours	\$105	\$820+	\$32,800+

## **Transition Services**

**Benefits Assistance (SSI, Medicaid, OPWDD):** PBS provides direct support and assistance to families in applying for financial aid and disability benefits. Families are offered guidance in obtaining relevant documentation, formulating history, diagnosis, guardianship, and assets to facilitate a smooth benefits application process.

**Community Development/Life Skills Training:** Direct support services are available to facilitate the development of community contacts, resources, and natural supports in a student's identified areas of interest. Development efforts include community networking, locating relevant peer groups, participating in volunteer work or special interest groups, travel training, and utilizing self-monitoring, self-management and self-advocacy skills to ensure successful community membership.

**Person-centered Planning (PCP)-initial/new contact:** Full intake includes a minimum of 4-6 hours (two PCP sessions) to complete planning tools (i.e., MAPS), and to formulate a vision statement, timeline, and action plan for transition goals and services.

**Postsecondary Supports:** College planning services include a minimum of 10-15 hours at start up to support college matching, initial applications/interviews, development of a *Resource Notebook*, class schedule, and self-monitoring plan for college. Following initial start-up, long-term college coaching can be provided on an as needed basis for academic support, problem solving, and social networking on campus.

**Start-Up Brokerage (OPWDD Contract):** Initial plan development for those interested in pursuing self-determination. Services include developing a circle of support and facilitating circle meetings, person-centered planning, development of a self-determination plan in accordance with the individual's service plan (ISP) goals, development of a weekly schedule and budget, and completion of all required documents for OPWDD submission.

**Transition Skills Assessment:** Administration of the *Brigance Transition Skills Inventory* or other standardized measures of transition skills can be completed in full or in part for the purpose of identifying students' strengths and transition service needs and developing IEP goals. Areas assessed include:

- **Academic skills:** Reading, Listening & Speaking, Functional Writing, and Math Skills
- **Postsecondary Skills:** Interests & Choices, Job-related writing skills, Job-related knowledge, and Communication & Technology
- **Independent Living and Community Participation Skills:** Independent Living Skills related to Food, Clothing, Housing, Money and Finance, Health, Travel and Transportation, Community Resources, Community Signs, and Citizenship.

**Work Internships:** Work internships include a minimum of 10-15 hours at start-up to create the internship, complete a job analysis/task analysis, complete intern agreements, development a work schedule, development/train job coaches/natural supports, and implement a system for monitoring progress. Following initial start-up, long-term coaching at the internship site can be provided on an as needed basis for additional skills training, problem solving, and career planning.

### Bulk Billing Rate Schedule for Transition Services

<b># of Hours per week in district</b>	<b>Hourly rate</b>	<b>Savings per week</b>	<b>Savings per year (based on 40 weeks)</b>
Less than 15 hours	\$85	--	--
16-25 hours	\$75	\$160-\$250	\$6,400- \$10,000
26-40 hours	\$70	\$390-\$600	\$15,600- \$24,000
41+ hours	\$65	\$820+	\$32,800+



TAB #7

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

**WEDNESDAY, AUGUST 21, 2013**

- I3. RESOLVED**, the Board of Education hereby approves an hourly rate of \$135 for litigation support services performed on behalf of the District by Law Clerks employed by Guercio & Guercio, LLP as more fully set forth in correspondence from Guercio & Guercio, LLP dated July 18, 2013.

TAB #8

**July 24, 2013 @ 11a**

Service	Unit	
Part A: Grass Cutting, Weedwacking, Edging, Remove Dead Growth	Weekly cost	\$ 4,250.00
Part B: Trim Bushes	Annual cost	\$ 9,250.00
Part C: Fall Clean Up	Annual cost	\$ 12,500.00

**The following items will only be completed at the request of the District**

Service	Unit	
Part D: Maintain Planting Beds and Mulch	Annual cost	\$ 24,500.00

TAB #9



# CHANGE ORDER CERTIFICATION

FP-COC 09/02

Page One

THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / Albany, NY 12234

Office of Facilities Planning, Room 1060 Education Building Annex  
Tel. (518) 474-3908 Fax (518) 486-5918

www.emsc.nysed.gov/facplan/

Final

Instructions: This CERTIFICATION is required for all change orders submitted to SED  
Fill out all three parts completely.

Change Order Number:

1

## Part One - General Information

DATE: October 31, 2012

Provide separate Change Orders for each Project Number

SED Project Number

5 8 0 2 3 5 0 6 0 9 9 9 0 0 3

District SEDS Code

Building Identification Number

Project number

District &amp; Building Name

South Country Central School District - Security Alteration to Various Schools

Type of Project

☒ Reconstruction / Alteration ☐ Addition & Alteration ☐ New Building ☐ Other

Project Description

Rolands Electric Inc. - Security Contractor

Architect / Engineer firm

WIEDERSUM ASSOCIATES ARCHITECTS, PLLC

name

address

Contact Person

Stephan D. Reiss - 631-434-7900 ext. 124

name &amp; title

phone number &amp; e-mail

Construction Manager firm

Park East Construction Corp.

name

address

Contact Person

Gary Gonzalez - 631-549-9800

name &amp; title

phone number &amp; e-mail

District Contact Person

Charles Delargy, South CSD - 630-730-1551

name &amp; title

phone number &amp; e-mail

## Part Two

Provide the following information for each individual item in the change order:

(Number each item if there is more than one and provide additional sheets as necessary.)

- A. A detailed description of the work or services provided in the change order. Provide text, a drawing or both as necessary to demonstrate code compliance.
- B. What is the specific reason for the change order? (Is it an alternate, discovered condition or request by the owner?)

		Pursuant to the Owner's, Construction Manager's and Architect's request, the contractor has provided a credit for a reduction in the scope of work regarding the supply and installation of two (2) exterior cameras located at the Middle School. A number of exterior cameras had been relocated to the corners of the building eliminating the need for two (2) cameras.	\$ (5,271.00)
		TOTAL FINAL CREDIT CHANGE ORDER NO. 1	\$ (5,271.00)

# CHANGE ORDER CERTIFICATION

FP-COC 07/02  
Page Two

## Part Three

1

### Change order requirements:

- ✓ The scope of the change order must relate to the project scope previously approved.
- ✓ Dollar amounts applied from allowances toward costs associated with the changes must be provided.
- ✓ If the cost of this change order is not within the approved amount as currently established on the SA-4, please provide a Form FP-FI, Request for Revision of Financial Information, with documentation showing the additional authorization of funds.
- ✓ Each change order shall be signed by the president of the board of education, the architect/engineer, and the contractor.

2

### Certification of the Superintendent of Schools (District Superintendent if a BOCES project)

The following statements are true and correct to the best of my knowledge and belief:

- The revised total cost is within the authorized appropriation for this project.
- Where any work of this change order requires a type or kind of work that is not included in the original contract documents, the school district's attorney has been contacted to assure conformance with the Opinion of the State Comptroller No. 60-505.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and printed name of the School Superintendent or District Superintendent if a BOCES project

3

### Certification of the Architect or Engineer

The following statements are true and correct to the best of my knowledge and belief:

- Work required by this change order is in accordance with applicable sections of the approved contract documents.
- Any plan, sketch, or attachment referenced in this change order is included herein.
- Work required by this change order is in accordance with applicable provisions of the NYS Uniform Fire Prevention and Building Code, State Education Department's building standards, and NYS Department of Labor's Code Rule 56.
- Work required by this change order was designed by an architect or engineer who is currently licensed by the State of New York.
- Work required by this change order that involves asbestos-containing building material (ACBM) was designed by an architect or engineer who is currently licensed by the State of New York and who is appropriately certified as an asbestos designer by the NYS Department of Labor at the time he/she designed the asbestos-related project.

\_\_\_\_\_  
WIEDERSUM ASSOCIATES ARCHITECTS, PLLC

Architectural Firm Name

10/31/12

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard W. Wiedersum Signature and printed name of the Architect

**Wiedersum Associates Architects, PLLC**  
**Change Order Certification Summary Sheet**

Change Order No: 1  
Amount \$ (5,271.00)  
Type of Work: Security

Wiedersum Associates Architect's PN #: A1/B1/D1/E1/F1/G1/H1  
School: Various Schools  
Contract Date: \_\_\_\_\_

The Former Status of Contract.....	\$ 4,499,785.00
The Contract Sum will be increased by this credit Change Order # 1 in the amount of.....	\$ (5,271.00)
Present Status of Contract .....	\$ 4,494,514.00
The Contract time will be.....	Unchanged

*The date of Substantial Completion as of this Change Order is as specified in the Contract Documents.*

The signees below agree and accept the changes to this contract as outlined by the N.Y.S.E.D. Change Order Certification  
(Form FP-COC- Part 2A) in the previous pages.

**A. Architect**

Wiedersum Associates Architects, PLLC  
140 Adams Avenue, Suite B-14  
Hauppauge, New York 11786

Sign Here X

By: Richard W. Wiedersum

(Print)

Phone: 631/434-7900

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

**B. Owner**

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

Sign Here X

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

(Print)

Phone: \_\_\_\_\_

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

**C. Contractor**

Rolands Electric Inc.  
307 Suburban Avenue  
Deer Park, NY 11729

Sign Here X

By: Joe J. Gallo

(Print)

Phone: 631-242-8080

Date: 11/2/12



**TAB #10**

[illegible]

Book Title	Qty.	Grade Lvl.	Building	Publisher
The United States, Canada and Latin America, Volume 1	2	5	FPL	McGraw-Hill
The United States, Canada and Latin America, Volume 2	169	5	FPL	McGraw-Hill
Soar to Success - The Reading Intervention Program - Student Guide	68	3	FPL	Houghton-Mifflin
Soar to Success - The Reading Intervention Program - Teacher Guide	2	3	FPL	Houghton-Mifflin
Soar to Success - The Reading Intervention Program - Student Guide	68	4	FPL	Houghton-Mifflin
Soar to Success - The Reading Intervention Program - Student Guide	45	5	FPL	Houghton-Mifflin
Soar to Success - The Reading Intervention Program - Teacher Guide	1	5	FPL	Houghton-Mifflin
Soar to Success - Student Guide - Workbook	40	3	FPL	Houghton-Mifflin
Soar to Success - Student Guide - Workbook	70	4	FPL	Houghton-Mifflin
Soar to Success - Student Guide - Workbook	56	5	FPL	Houghton-Mifflin
Reading - Traditions	209	4	FPL	Houghton-Mifflin
Reading - Traditions - Practice Book	11	4	FPL	Houghton-Mifflin
Reading - Traditions - Teacher Edition	36	4	FPL	Houghton-Mifflin
Reading - Expeditions	81	5	FPL	Houghton-Mifflin
Reading - Expeditions - Teacher Edition	63	5	FPL	Houghton-Mifflin
Math - Grade 4	224	4	FPL	Houghton-Mifflin
Math - Practice Book	100	4		
Math - Grade 4 - Teacher Edition	9	4	FPL	Houghton-Mifflin
Math - Grade 5	2	5	FPL	Houghton-Mifflin
Math - Practice Book	25	5		
Math - Grade 5 - Teacher Edition	1	5	FPL	Houghton-Mifflin
Reading - Extra Support Handbook	8	4	FPL	Houghton-Mifflin
Reading - Extra Support Handbook	2	5	FPL	Houghton-Mifflin
Reading - Handbook for English Language Learners	10	4	FPL	Houghton-Mifflin
Reading - Handbook for English Language Learners	10	5	FPL	Houghton-Mifflin
Leveled Readers - Teaching Resource Kit	5	4	FPL	Houghton-Mifflin
New York State Coach English Language Arts Workbook	1	3	FPL	
New York State Coach English Language Arts Workbook	85	4	FPL	
New York State Coach English Language Arts Workbook	20	5	FPL	
New York State Coach Mathematics Workbook	2	3	FPL	
New York State Coach Mathematics Workbook	70	4	FPL	
Comprehensive Reading Assessment Test Prep for New York State ELA	15	4	FPL	
Comprehensive Reading Assessment Test Prep for New York State ELA	3	5	FPL	
Daybook of Critical Reading and Writing	34		FPL	
Buckle Down English Language Arts Workbook	43	4	FPL	Truimph Learning
Buckle Down English Language Arts Workbook	63	5	FPL	Truimph Learning
Buckle Down Math Workbook	18	3	FPL	Truimph Learning
Buckle Down Math Workbook	113	4	FPL	Truimph Learning
Buckle Down Math Workbook	80	5	FPL	Truimph Learning
Buckle Down Science Workbook	10	4		
Focus on New York State ELA - Level D	50	5	FPL	Margulies & Goudiss
Activity Book - America's Story	277	5	FPL	Harcourt
Activity Book - America's Story - Teacher's Edition	9	5	FPL	Harcourt
New York Adventures in Time and Place	25	4	FPL	McGraw-Hill
Saxon Math	1	4	FPL	Saxon
Saxon Math	1	5	FPL	Saxon
New York Mathematics - Applications and Concepts	1	4	FPL	McGraw-Hill
Math Expressions - Teacher Edition	1	4	FPL	Houghton-Mifflin
New York State Elementary Social Studies Coach	69	5	FPL	Truimph Learning
Comprehensive Math Assessment	90	4	FPL	Options Publishing
Comprehensive Math Assessment	55	5	FPL	Options Publishing
New York State Progress Coach - Empire Edition - Math	25	4	FPL	Truimph Learning
New York State Progress Coach - Empire Edition - Math	20	5	FPL	Truimph Learning
New York State Progress Coach - Empire Edition - ELA	12	4	FPL	Truimph Learning
Compton's Encyclopedia - 1987	24		FPL	
World Book Encyclopedia - 1996	22		FPL	
Aunt Lucy's Magic	24		FPL	Modern Curriculum Press
Mastering New York's Elementary Social Studies Standards	100	5	FPL	Jarrett Publishing
Measuring Up to the NYS Learning Standards - SS - Level E	40	5	FPL	People's Publishing
			FPL	
			FPL	
			FPL	