AGENDA ROCKY POINT PUBLIC SCHOOLS BOARD OF EDUCATION MEETING May 15, 2012

| I Me | eting called to Ord | ler: | | |
|-----------|--|---|--|----------|
| Present: | Deborah De Lu Gregory Hilton Susan Wilson, | rice President rustee ers, Trustee stee g, Ed.D., Superinten ca, Ed.D., Assistant , School Business O | Superintendent fficial or Educational Services | |
| Absent: | Patricia Jones, | District Clerk | | |
| Executive | Session | | | |
| Atdiscuss | | ion made and secon | ded to adjourn to Executive Se | ssion to |
| | Motion | 2 nd | Vote | _ |
| The Board | l returned to Open | Session at | p.m. | |
| Pledge of | Allegiance | | | |
| Superinte | ndent's Report | | | |
| п | Minutes | | | |
| | | | owing Board of Education Me 18, 2012 and Special Meetin | |
| | Motion | 2 nd | Vote | _ |
| | | | | |

BE IT RESOLVED, that the Board of Education accepts the Treasurer's Reports for the month of April 2012 as presented.

Treasurer's Reports

III

| | Motion | 2 nd | Vote | |
|------|---|------------------------------------|--|-----------|
| IV | Extra-Classroon | n Activity Acc | ount Treasurer Report | |
| | Γ RESOLVED, that the I urer Reports for the month | | tion accepts the Extra-Classroom as presented. | Activity |
| | Motion | 2 nd | Vote | |
| V | Financial Repor | rts . | | |
| | T RESOLVED, that the land of April 2012 as presented | | tion accepts the Financial Reports | for th |
| | Motion | 2 nd | Vote | |
| VI | Budget Transfe | r Summary – A | April 2012 | |
| | 마기 그 생각이 그리는 아이를 하면 뭐 하는 것이 되었습니다. 그렇게 되었다고 있다고 있다. 그리고 있다. | | ndation of the Superintendent of S Budget Transfer Summary. | Schools |
| | Motion | 2 nd | Vote | |
| VII | Internal Claims | Audit Report | – April 2012 | |
| | 1 To | | lation of the Superintendent of Scho Internal Claims Audit Report. | ools, |
| | Motion | 2 nd | Vote | |
| VIII | TAN Borrowing | g for the 2012-2 | 2013 Fiscal Year | |
| BE I | RESOLVED, that upon oard of Education approve | the recommend s the following | lation of the Superintendent of Schoresolution: | ools, |
| | New York, dated May 1 | 5, 2012, author pation Notes in | ocky Point Union Free School Districting the issuance of not to exceed anticipation of the receipt of taxes (2013. | (#) (c |
| | Motion | 2 nd | Vote | |
| IX | | Bid – Capital | Improvement Program, Phase 2, | Rocky |

BE IT RESOLVED, that the Board of Education of the Rocky Point Union Free School District, upon the recommendation of the Superintendent of Schools, awards the contracts for the Capital Improvement Program, Phase 2 at Rocky Point High School totaling \$336,700, as follows:

Contract No.1: Asbestos Abatement & Ceiling Replacement \$239,700 Unitech Services Group Contract No.2: Lighting Replacement Madison Avenue Construction \$ 97,000 Total of Both Contracts - Recommended Awards \$336,700 Motion 2nd Vote X **Health Services Contracts BE IT RESOLVED,** that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the Board President and Superintendent to enter into an agreement for health services for the 2011-2012 school year with the following districts: Center Moriches Union Free School District Comsewogue School District Middle Country Central School District Port Jefferson Union Free School District Riverhead Central School District Smithtown Central School District Southampton Public Schools South Huntington Union Free School District Three Village Central School District West Islip School District 2nd Vote Motion XI Special Education 2012-2013 Contract – Little Flower UFSD **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools. the Board of Education authorizes the President of the Board of Education to enter into a contract with Little Flower Union Free School District for special education instructional services for the 2012-2013 school year as required under applicable Individual Educational Programs, applicable law, and/or district policy. Motion_____2nd Vote XII Supplemental Educational Services Provider Contracts

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board of Education to enter into a contract with each of the following New York State Education Department approved providers for Supplemental Educational Services tutoring for eligible low-income students, as per the attached contracts.

All About Kids, LLC
A-Totleys Learning Center
Huntington Learning Centers, Inc.
Infinite Learning, Inc.
Opportunities Industrialization Center of Suffolk (OIC)
Sylvan Learning Center
Urban League of Long Island

| | | | nter of Suffolk (OIC) |
|---|---|--|--|
| | | van Learning C | |
| | Orban | League of Lon | gisland |
| | Motion | 2 nd | _Vote |
| XIII | Chief School Medica | al Officers for | Concussion Management |
| the Board of E Officers throu provide medic | Education approves the gh the ImPACT Progra al clearance for studenteo, M.D., Hayley Quel | following list of am for Concuss at athletes post- | of the Superintendent of Schools, of physicians as Chief School Medical sions through St. Charles Hospital to concussion: Philip L. Schank, M.D., ifer Semel, M.D., Jennifer Gray, DO, |
| | Motion | _2 nd | Vote |
| XIV | 2012-2013 In-Car D | river Educatio | n |
| the Board of E | | greement with | n of the Superintendent of Schools, All-Suffolk Auto School for the 2012- ched |
| | Motion | _2 nd | _Vote |
| XV | Minivan Transporta 2012 - DDI | tion Services (| Contract Extension for Summer |
| the Board of E | | greement with | n of the Superintendent of Schools, Developmental Disabilities Institute, he attached. |
| | Motion | 2 nd | _Vote |

XVI Minivan Transportation Services Contract Extension for 2012-2013 -DDI **BE IT RESOLVED,** that upon the recommendation of the Superintendent of Schools, the Board of Education renews the agreement with Developmental Disabilities Institute, Inc. for the 2012-2013 at no additional cost, as per the attached. Motion______Vote____ XVII RFP #R12-07 Staffing Services for RN Substitutes Contract Extension 2012-2013 **BE IT RESOLVED,** that upon the recommendation of the Superintendent of schools, the Board of Education renews the agreement with Horizon Healthcare Staffing and Winston Staffing Services for staffing services for RN substitutes for the 2012-2013 fiscal year at no additional cost, as per the attached. Motion______Vote____ XVIII E.M.I. - Electrical Repairs and Services 2012-2013 Contract Extension **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education renews the agreement with E.M.I. Inc. for the 2012-2013 fiscal year at no additional cost, as per the attached. Motion 2nd Vote XIX Commission Vending Units-Ice Cream & Snacks 2012-2013 Contract Extension **BE IT RESOLVED,** that upon the recommendation of the Superintendent of schools, the Board of Education renews the agreement with Dover Gourmet Corp., d/b/a/ Quick Snack Vending, for the 2012-2013 fiscal year at no additional cost, as per the attached. Motion 2nd Vote_____ XX United Cesspool-Cesspool/Drywell/Storm Drain Cleaning 2012-2013 Contract Extension

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education renews the agreement with United Cesspool Service, Inc. for the

Motion______Vote____

2012-2013 fiscal year at no additional cost, as per the attached.

XXI CD Automotive – Repair of District Vehicles 2012-2013 Contract Extension

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education renews the agreement with CD Automotive Enterprises, Inc. for the 2012-2013 fiscal year at no additional cost, as per the attached.

| | Motion | _2 nd | _Vote | |
|---------------------------------|--|------------------------------------|--|-------------|
| XXII | Shoreham Plumbing 2012-2013 Extension | | Maintenance & Repair | Contract |
| the Board of | | agreement wit | ion of the Superintende h Shoreham Plumbing as per the attached. | |
| | Motion | _2 nd | _Vote | |
| XXIII | Educational Data N | Y/Long Island | Cooperative Bid Servi | ices |
| the Board of E Educational D | Education authorizes th | e Business Off participation in | on of the Superintendent ficial to enter into an agree cooperative bids for the 3 fiscal year. | eement with |
| | Motion | _2 nd | _Vote | |
| XXIV | Long Island Nutrition | on Directors C | Cooperative Bid 2012-20 | 013 |

WHEREAS, it is the plan of a number of public school districts in Nassau/Suffolk counties, New York to bid jointly on selected Food Service Commodities, Food and Food Service Supplies for the 2012-2013 school year.

WHEREAS, the Rocky Point UFSD, is desirous of participating with other districts in Nassau/Suffolk Counties in joint bidding of the commodities mentioned above as authorized by General Municipal Law, Section 119-0 and,

WHEREAS, the Rocky Point UFSD wishes to appoint a committee to assume the responsibility for drafting of specification, advertising for bids, accepting and opening bids, reporting the results to the boards of education and making recommendations thereon; therefore,

BE IT RESOLVED, that the Board of Education of the Rocky Point UFSD hereby appoints Long Island School Nutrition Directors Association Cooperative Bid Committee to represent it in all matters related above, and

BE IT FURTHER RESOLVED, that the RPUFSD's Board of Education authorizes the above-mentioned committee to represent it in all matters leading up to the entering into a contract for the purchase of the above-mentioned commodities, and

BE IT FURTHER RESOLVED, that the RPUFSD's Board of Education agrees to assume its equitable share of the costs of the cooperative bidding, and

BE IT FURTHER RESOLVED, that the RPUFSD's Board of Education agrees (1) to abide by majority decisions of the participating districts on quality standards; (2) that unless all bids are rejected, it will award contracts according to the recommendations of the committee; (3) that after award of contract(s), it will conduct all negotiations directly with the successful bidder(s).

| | Motion | _2 nd | Vote |
|----------------|--|------------------|--|
| XXV | Donated Items | | |
| | LVED, that upon the diducation accepts the d | | n of the Superintendent of Schools, s per the attached list. |
| | Motion | _2 nd | _Vote |
| XXVI | Surplus Textbooks | | |
| | | | of the Superintendent of Schools, owing attached list of textbooks. |
| | Motion | _2 nd | _Vote |
| XXVII | Rita E. Sullivan Sch | olarship | |
| the Board of | | and accepts the | on of the Superintendent of Schools, \$2,400 scholarship from Roger and nnifer Perrotte. |
| | Motion | _2 nd | |
| XXVIII | First Reading: Adoption of Policies | | of Education Policy 7554 and Re- |
| the Board of E | | es the adoption | of the Superintendent of Schools, of Board of Education Policy #7554 g) #3410 and #8242. |
| | Motion | _2 nd | _Vote |
| | | | |

XXIX Second Reading: Review, Revision and Re-Adoption of Board of Education Policies

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby moves the re-adoption of Board of Education Policy Numbers (second reading):

| | 7310 | | |
|---|------|--|--|
| | | | |
| • | 7311 | | |
| • | 7312 | | |
| • | 7313 | | |
| • | 7330 | | |
| • | 8460 | | |
| • | 6140 | | |
| • | 7510 | | |
| • | 7511 | | |
| • | 7512 | | |
| • | 7513 | | |
| • | 7514 | | |
| • | 1330 | | |
| • | 1331 | | |
| • | 1332 | | |
| • | 1333 | | |
| • | 1335 | | |
| • | 1337 | | |
| • | 1338 | | |
| • | 1339 | | |
| • | 1510 | | |
| • | 7220 | | |
| • | 7314 | | |
| • | 7320 | | |
| • | 7340 | | |
| • | 7350 | | |
| • | 7360 | | |
| • | 3310 | | |

Motion_____2nd_____Vote_____

XXX Committees on Special Education/Preschool Special Education Recommendations

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education votes to arrange for appropriate services pursuant to the recommendations of Schedule 5-15-12-A and Schedule 5-15-12-B.

| | Motion | 2 nd | _Vote |
|---|--|--|---|
| XXXI | Abolishment of One T | Teacher Position | |
| the Board of E Law, hereby a | ducation, in accordance bolishes one position in | with Section 3013 of the tenure area of S | e Superintendent of Schools, of New York State Education peech Language Pathologist – effective June 30, 2012. |
| | the tenure area of the po | | naving the least seniority in the all be discontinued effective |
| abolished shall | | | er whose position has been ordance with Section 3013 of |
| | Motion | 2 nd | _Vote |
| XXXII | Personnel | | |
| | LVED, that upon the reducation accepts the att | | e Superintendent of Schools, inges. |
| | Motion | _2 nd | _Vote |
| XXXIII | Memorandum of Agr Rocky Point Adminis | | e Board of Education and the |
| the Board of E Memorandum Association fo become part of the Rocky Point | ducation authorizes the of Agreement between r the purpose of adding | President of the Boathe District and the Inthestitle of CSE/CPS of the Collective Basistrict and the Rocky | e Superintendent of Schools, and of Education to execute a Rocky Point Administrators' SE Administrator that shall rgaining Agreement between y Point Administrators' |
| | Motion | 2 nd | _Vote |
| XXXIV | Approval of Stipulation | on and Agreement | |

2nd

BE IT RESOLVED, that the Superintendent of Schools be authorized and directed to execute, on behalf of the Board of Education, a Stipulation and Agreement as attached hereto, and

| | HER RESOLVED, the such other or further | - | t of Schools be authorized and o give effect thereto. |
|---------------------------------|--|---|---|
| | Motion | _2 nd | _Vote |
| XXXV | Recess | | |
| I move that the accept the resu | e Board of Education realts of the budget vote a | ecess this meeting at and election of two (2 | PM in order to 2) Board of Education trustees. |
| | Motion | _2 nd | _Vote |
| Meeting recon | vened at | PM. | |
| XXXVI | Resolution to Accept Trustees | the Results of the I | Budget Vote/Election of |
| | | | te Superintendent of Schools, Vote and Election of Trustees. |
| | Motion | _2 nd | _Vote |
| XXXVII | Executive Session | | |
| | PM motion mad | | o into Executive Session to |
| | Motion | _2 nd | _Vote |
| Adjournment | t | | |
| I move that the | e Board of Education a | djourns the meeting | atPM |
| | Motion | 2 nd | Vote |

MINUTES ROCKY POINT PUBLIC SCHOOLS BOARD OF EDUCATION MEETING APRIL 18, 2012

Mr. Nofi called the meeting to order at 6:01 p.m. in the cafeteria of the Frank J. Carasiti Elementary School.

Present: Michael Nofi, President

Diane Burke, Vice President

John Lessler, Trustee (arriving at 6:09 p.m.)

Kathleen Heggers, Trustee

Scott Reh, Trustee

Michael F. Ring, Ed.D., Superintendent of Schools Deborah De Luca, Ed.D., Assistant Superintendent

Gregory Hilton, School Business Official

Susan Wilson, Executive Director for Educational Services

Patricia Jones, District Clerk

Absent:

None

EXECUTIVE SESSION

At 6:01 p.m. Kathleen Heggers made a motion and Diane Burke seconded to adjourn to Executive Session in order to discuss particular and confidential personnel matters relating to select employees.

All in favor - Motion carried 4-0

The Board returned to Open Session at 7:07 p.m.

Mr. Nofi welcomed those in attendance to the meeting and requested meeting attendees remain standing following the Pledge of Allegiance for a moment of silence for Rocky Point High School student, Ryan Baumgartner.

PLEDGE OF ALLEGIANCE

SUPERINTENDENT'S REPORT

Dr. Ring announced that pending the Board of Education's approval and adoption of the updated Next STEP Five Year Educational Strategic Plan, an item on the evening's agenda, that the document would be available for viewing on the district's website immediately following the meeting. Dr. Ring offered his thanks to art teachers Treewolf West and Katerina Kyriakakis and their students for their contributions with the creation of the document's cover. Dr. Ring extended his gratitude to Anja Groth for heading up this year's Next Step update and all those who participated on the various planning teams for a job well done.

Mrs. Susan Sullivan, Assistant Principal, Rocky Point High School

- The annual Senior Citizen Prom is being held on April 19th.
- The administration, faculty and staff of the Rocky Point High School join with the community in offering condolences and prayers to the family of Ryan Baumgartner.

Dr. Scott O'Brien, Principal, Rocky Point Middle School

- Students are taking both the New York State ELA and mathematics examinations this month. A modified bell schedule will be utilized while the students take the ELA exams on April 17th, April 18th, and April 19th. The NYS math examinations are scheduled for April 25th, April 26th and April 27th.
- Darren Sardelli, award-winning poet, motivational speaker and children's book author, will visit and present to all middle school students on Friday, May 4th.
- The Rocky Point Middle school will host a Career Day for eighth grade students on May 10th. Approximately thirty guest speakers will share their experiences related to their professions. Dr. O'Brien acknowledged school counselors Patrick Panella, Courtney Bane-Honan and Marissa Urso for their work in organizing the event.
- Looking ahead, sixth graders will participate in a field trip to the Vanderbilt
 Museum during the first week in May and fifth grade Joseph A. Edgar students
 will participate in student orientations at the end of May.

Ms. Carol Tvelia, Principal, Joseph A. Edgar School

- The New York State ELA testing will conclude on April 19th. The New York State math exams will take place from April 25th through April 27th.
- The spring concert is scheduled for May 7th at 7 PM in the high school auditorium. Members of the JAE band and chorus will perform at this ticketed event.
- The Art and Technology Show will be presented in the hallways of JAE on May 10th from 6 PM to 8PM; numerous projects will be displayed.

Mrs. Virginia Kelly-Gibbons, Principal, Frank J. Carasiti Elementary School

- Mrs. Kelly-Gibbons welcomed everyone back from spring recess.
- Thank you to the PTA for its assistance with planning the upcoming April 30th evening kindergarten orientation.
- Art teachers Treewolf West and Cara Buonconsiglio are preparing for the FJC Art Show scheduled for May 3rd. The second grade chorus, under the direction of music teacher Kyra Kenwood, will perform during the show themed *Somewhere* Over the Rainbow.
- The PTA is sponsoring performances by Rick Charette during assemblies on May 16th and on the back lawn of the Frank J. Carasiti School on May 17th.
- ELL students will be taking the New York State ESLAT examination this month.
 Mrs. Kelly-Gibbons thanked parents in advance for ensuring the students are well-rested and arrive on time for the testing.
- Second grade students participated in field trips to Safety Town. In culmination of this experience, the students will attend a Bicycle Assembly on April 27th.

Mr. Nofi thanked the principals for their reports and opened the floor to questions and/or comments from meeting attendees.

Reading from a prepared statement, second grade teacher, Mrs. Jennifer Golding, recited statistics and results from studies substantiating the importance of maintaining and preserving a full-day kindergarten program. Mrs. Golding stated she was speaking on behalf of the teachers in support of the students. Mrs. Golding expressed her gratitude to the administration and Board of Education for their hard work in preparing a budget for the 2012-2013 school year.

Mr. Nofi thanked Mrs. Golding for her comments. Mr. Nofi affirmed the Board of Education was in agreement regarding the educational importance of the kindergarten program. Mr. Nofi remarked that the present full day program was a point of pride for the district and that the current proposed budget provides for a fully funded full-day kindergarten program. Mr. Nofi did, however, comment that a failed budget will necessitate cuts to programs.

- Mrs. Franco expressed her support of education but also her need to be financially protective of her home. Mrs. Franco asked for financially sustainable budgets in order to ensure district residents are able to remain in their homes. Mrs. Franco requested clarification of some points of information contained in the budget as presented on the district's website. Dr. Ring provided Mrs. Franco with detailed responses to each of her questions. Dr. Ring explained that only non-mandated programs were eligible to be cut and provided examples of both non-mandated and mandated programs. Mrs. Franco again expressed her desire for an increase in the percentage teachers contribute to their health insurance during the contract negotiation process.
- Mrs. Bea Ruberto, in follow-up to Mrs. Franco's questions and remarks concerning the budget presentation provided during the meeting of March 26 2012, requested additional clarification of particular points. Dr. Ring addressed each of Mrs. Ruberto's inquiries.
- Mrs. Intravaia stated that it has come to her attention that one of her daughter's service providers would retire at the end of the 2011-2012 school year. Mrs. Intravaia requested the school district make a decision concerning the hiring of the service provider's replacement prior to the end of the school year so that her daughter and other students requiring such services would have the opportunity to meet the new service provider prior to the end of the school year.

Mr. Nofi thanked everyone for their comments and reminded all that another opportunity to address the Board would be available following the conclusion of the business portion of the meeting.

MINUTES

Upon a motion made by Diane Burke and seconded by Kathleen Heggers, the following resolution was offered:

BE IT RESOLVED, that the Minutes of the following Board of Education Meeting be accepted as presented: Regular Meeting, March 26, 2012.

All in favor – Motion carried 5-0

TREASURER'S REPORTS

Upon a motion made by Kathleen Heggers and seconded by Scott Reh, the following resolution was offered:

BE IT RESOLVED, that the Board of Education accepts the Treasurer's Reports for the month of March 2012 as presented.

All in favor – Motion carried 5-0

EXTRA-CLASSROOM ACTIVITY ACCOUNT TREASURER REPORT

Upon a motion made by Scott Reh and seconded by John Lessler, the following resolution was offered:

BE IT RESOLVED, that the Board of Education accepts the Extra-Classroom Activity Treasurer Report for the month of March 2012 as presented.

All in favor - Motion carried 5-0

FINANCIAL REPORTS

Upon a motion made by John Lessler and seconded by Diane Burke, the following resolution was offered:

BE IT RESOLVED, that the Board of Education accepts the Financial Reports for the month of March 2012 as presented.

All in favor - Motion carried 5-0

BUDGET TRANSFER SUMMARY – MARCH 2012

Upon a motion made by Diane Burke and seconded by Kathleen Heggers, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the March 2012 Budget Transfer Summary.

All in favor – Motion carried 5-0

INTERNAL CLAIMS AUDIT REPORT – MARCH 2012

Upon a motion made by Kathleen Heggers and seconded by Scott Reh, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the March 2012 Internal Claims Audit Report.

All in favor – Motion carried 5-0

ADOPTION OF THE 2012-2013 SCHOOL CALENDAR

Upon a motion made by Scott Reh and seconded by John Lessler, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education adopts the 2012-2013 school calendar as presented.

All in favor - Motion carried 5-0

BID AWARD #12-10 ASPHALT/CONCRETE PAVING & REPAIR

Upon a motion made by John Lesslerand seconded by Diane Burke, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education awards Bid #12-10 Asphalt/Concrete Paving & Repair to Park Line Asphalt Maintenance, the lowest responsible bidder, as per the attached.

All in favor – Motion carried 5-0

BID REJECTION #12-09 DISTRICT TRANSPORTATION

Upon a motion made by Diane Burke and seconded by Kathleen Heggers, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education rejects the bids opened on March 8, 2012, for district transportation.

Motion carried 5-0

DISTRICT TRANSPORTATION CONTRACT EXTENSION

Upon a motion made by Kathleen Heggers and seconded by Scott Reh, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools the Board of Education authorizes the President of the Board of Education to execute an extension of the district's existing transportation contract through June 30, 2015.

All in favor - Motion carried 5-0

RESOLUTION TO ADOPT THE 2012-2013 SCHOOL DISTRICT BUDGET AND PROPERTY TAX REPORT CARD

Upon a motion made by Scott Reh and seconded by John Lesser, the following resolution was offered:

BE IT RESOLVED, that, that upon the recommendation of the Superintendent of Schools, the Board of Education adopts the Rocky Point Union Free School District Budget for the 2012-2013 fiscal year pursuant to the Education Law Section 1716 in the amount of \$71,574,012 and the Property Tax Report Card, as attached.

All in favor – Motion carried 5-0

RESOLUTION TO APPROVE THE PROPERTY TAX CAP FORM

Upon a motion made by John Lesslerand seconded by Diane Burke, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the revised Rocky Point Union Free School District Property Tax Cap Form, as attached.

All in favor - Motion carried 5-0

ADOPTION OF THE REVISED AND UPDATED NEXT STEP FIVE YEAR STRATEGIC PLAN

Upon a motion made by Diane Burke and seconded by Kathleen Heggers, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education adopts the revised and updated Next STEP five year strategic plan as heretofore submitted.

All in favor – Motion carried 5-0

ADOPTION OF THE ROCKY POINT SCHOOL DISTRICT'S DISTRICT PLAN FOR SCHOOL-BASED PLANNING AND SHARED DECISION MAKING

Upon a motion made by Kathleen Heggers and seconded by Scott Reh, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education adopts the revised and updated District Plan for School-Based Planning and Shared Decision Making, as heretofore submitted.

All in favor – Motion carried 5-0

FIRST READING: REVIEW, REVISION AND RE-ADOPTION OF BOARD OF EDUCATION POLICIES

Upon a motion made by Scott Reh and seconded by John Lessler, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby moves the re-adoption of Board of Education Policy Numbers (*first reading*): 7310, 7311, 7312, 7313, 7330, 8460, 6140, 7510, 7511, 7512, 7513, 7514, 1330, 1331, 1332, 1333, 1335, 1337, 1338, 1339, 1510, 7220, 7314, 7320, 7340, 7350, 7360 and 3310.

All in favor – Motion carried 5-0

VOTE TO APPROVE/DISAPPROVE THE BOCES ADMINISTRATIVE BUDGET FOR 2012-2013

Upon a motion made by John Lessler and seconded by Diane Burke, the following resolution was offered:

| BE IT RESOLVED th | at the Board of Educ | ation approves/disapproves th | e BOCES |
|--------------------------------------|----------------------|---------------------------------|---------------|
| Administrative Budget | for 2012-2013 in the | amount of \$29,417,611.00. | |
| Roll Call | | | |
| Mr. Nofi | Yea | x Nay | |
| Mrs. Burke | Yea | x Nay | |
| Mr. Lessler | Yea | x Nay | |
| Mrs. Heggers | Yea | x Nay | |
| Mr. Reh | Yea | x_ Nay | |
| All in favor – Motion to carried 5-0 | Disapprove the BO | CES Administrative Budget for | or 2012-2013 |
| VOTING FOR TRUS | TEES TO SERVE | ON THE BOARD OF COOL | PERATIVE |
| EDUCATION SERVI | CES OF THE FIRS | ST SUPERVISORY DISTRI | CT OF THE |
| COUNTY OF SUFFO | | | |
| Upon a motion made by | Diane Burke and se | econded by Kathleen Heggers, | the following |
| resolution was offered: | | | |
| BE IT RESOLVED, th | nat the Board of Edu | cation elects the following can | ididate(s) to |
| | | 012 and ending on June 30, 20 | |
| to five): | | | |
| Pamela Betheil | | - Y | |
| Roll Call | | | |
| Mr. Nofi | Yea | x Nay | |
| Mrs. Burke | Yea | x Nay | |
| Mr. Lessler | Yea | x Nay | |
| Mrs. Heggers | Yea | x Nay | |
| Mr. Reh | Yea | x_Nay | |
| Stephen Dewey | | | |
| Roll Call | | | |
| Mr. Nofi | Yea | x Nay | |
| Mrs. Burke | Yea | x Nay | |
| Mr. Lessler | Yea | x Nay | |
| Mrs. Heggers | Yea | x Nay | |
| Mr. Reh | Yea | x_Nay | |
| Dennis Donatuti | | | |
| Roll Call | | | |
| Mr. Nofi | Yea | x Nay | |
| Mrs. Burke | Yea | x Nay | |
| Mr. Lessler | Yea | x Nay | |
| Mrs. Heggers | Yea | x Nay | |
| Mr. Reh | Yea | x Nay | |
| | | | |

| Chris Garvey | | |
|------------------|--------|-------|
| Roll Call | | |
| Mr. Nofi | x Yea | Nay |
| Mrs. Burke | _ Yea | x Nay |
| Mr. Lessler | Yea | x Nay |
| Mrs. Heggers | Yea | x Nay |
| Mr. Reh | x_Yea | Nay |
| Joseph LoSchiavo | | |
| Roll Call | | |
| Mr. Nofi | x Yea | Nay |
| Mrs. Burke | x Yea | Nay |
| Mr. Lessler | x_Yea | Nay |
| Mrs. Heggers | _x Yea | Nay |
| Mr. Reh | _x_Yea | Nay |
| Jeffrey Smith | | |
| Roll Call | | |
| Mr. Nofi | Yea | x Nay |
| Mrs. Burke | Yea | x Nay |
| Mr. Lessler | Yea | x Nay |
| Mrs. Heggers | Yea | x Nay |
| Mr. Reh | Yea | x Nay |

Motion carried 5-0

MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF EDUCATION AND THE ROCKY POINT SCHOOL-RELATED PROFESSIONAL ASSOCIATION

Upon a motion made by Kathleen Heggers and seconded by Scott Reh, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board of Education to execute a Memorandum of Agreement between the District and the Rocky Point School-Related Professional Association for the purpose of amending Appendix A of the Collective Bargaining Agreement by adding *School Nurse* (hourly) with a starting salary of \$22.28 per hour.

All in favor – Motion carried 5-0

COMMITTEES ON SPECIAL EDUCATION/PRESCHOOL SPECIAL EDUCATION RECOMMENDATIONS

Upon a motion made by Scott Reh and seconded by John Lessler, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education votes to arrange for appropriate services pursuant to the recommendations of Schedule 4-18-12-A and Schedule 4-18-12-B.

All in favor – Motion carried 5-0

PERSONNEL

Upon a motion made by John Lesslerand seconded by Diane Burke, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the attached Personnel changes.

All in favor - Motion carried 5-0

Mr. Nofi opened the floor to questions and/or comments.

- Ms. Jenny Andersson, referencing the agenda item pertaining to the adoption of the district's District Plan for School-Based Planning and Shared Decision Making, requested clarification of same. Mr. Nofi responded the updated plan was the result of the recommendations of the district's Coordinating Committee. Dr. Ring added that this was a biennial process and that the committee met on two separate occasions in accordance with New York State Education Department regulations. Dr. Ring noted the entire document was available on the district's website for review and reference.
- Ms. Nicole LaMacchia, president of the Rocky Point PTA, extended an invitation
 to the candidates running for the two open Board of Education seats to attend a
 "Meet the Candidates Night" forum to be held on May 3, 2012 at 8 p.m. in the
 high school auditorium.
- Ms. Bea Ruberto, president of the Sound Beach Civic Association, extended an
 invitation to the candidates to attend a "Meet the Candidates" forum to be held on
 May 14, 2012 at 7:30 p.m. at the Sound Beach Fire House.
- Mrs. Franco engaged Dr. Ring in a detailed discussion pertaining to the proposed 3,2% tax levy and information pertaining to the allocation of reserve funds.
- Mrs. Mary Heely requested information concerning the outcome of the budget vote and its subsequent impact on AP classes for the 2012-2013 school year. A detailed discussion ensued. Following said discussion, Mrs. LaMacchia requested further information on the matter to which Dr. Ring provided additional information.
- Mrs. Cincotta referenced the 2007 loss of monies to the district as a result of a paperwork error under a previous administration. Noting that the district would now receive the formerly withheld monies, the meeting attendee congratulated the Board of Education and Dr. Ring for their successful recovery of the revenue. Dr. Ring extended his gratitude to both Senator Kenneth LaValle and Assemblyman Daniel Losquadro for their tireless work in order to secure 2.4 million dollars in construction aid to the district. Dr. Ring advised the aid would be dispersed over a twenty-year period with the first payment beginning in the 2013/2014 school year.

There were no further questions or comments.

ADJOURNMENT

At 7:52 p.m. a motion was made by Diane Burke and seconded by Kathleen Heggers for the Board of Education to adjourn the meeting.

All in favor – Motion carried 5-0

Respectfully submitted,

Patricia Jones District Clerk

MINUTES ROCKY POINT PUBLIC SCHOOLS SPECIAL MEETING OF THE BOARD OF EDUCATION May 8, 2012

Mrs. Burke called the meeting to order at 5:40 p.m. in Room 135 of the Frank J. Carasiti Elementary School.

Pledge of Allegiance

Present: Michael Nofi, President (arriving at 6:00 p.m.)

Diane Burke, Vice President Kathleen Heggers, Trustee

John Lessler, Trustee (arriving at 6:10 p.m.)

Scott Reh, Trustee

Also Present: Michael F. Ring, Ed.D., Superintendent of Schools

Deborah DeLuca, Assistant Superintendent

Susan Wilson, Executive Director for Educational Services

Absent: Gregory Hilton, School Business Official

Patricia Jones, District Clerk

EXECUTIVE SESSION

At 5:42 p.m. Scott Reh made a motion and Kathleen Heggers seconded to go into Executive Session to discuss particular personnel matters concerning staffing of select employees.

All in favor – Motion carried 3-0

No action taken.

The Board returned to Open Session at 9:00 p.m.

ADJOURNMENT

At 9:00 pm. Diane Burke made a motion and John Lessler seconded to adjourn the meeting.

All in favor – Motion carried 5-0.

Respectfully submitted,

Michael F. Ring, Ed.D. Superintendent of Schools

ROCKY POINT UNION FREE SCHOOL DISTRICT FINANCE REPORTS FOR THE MONTHS ENDED APRIL 2012

BOARD MEETING BOOK

TREASURER'S REPORT (EXCLUDING C207)
(INCLUDING MARCH 2012-A204, C205, C207)
EXTRA-CLASSROOM ACTIVITY ACCOUNT TREASURER'S REPORT

REPORTS FILED IN DISTRICT CLERKS OFFICE:

GENERAL FUND

REVENUE STATUS REPORT APPROPRIATION BUDGET STATUS REPORT

CAFETERIA FUND

REVENUE STATUS REPORT APPROPRIATION BUDGET STATUS REPORT

FEDERAL FUND

REVENUE STATUS REPORT APPROPRIATION BUDGET STATUS REPORT

Rocky Point Union Free School District Treasurer's Report General Fund - Money Market A204 As of: March 31, 2012

| Reconciled Salance as of. | 2/29/2012 | | | 102,577-12 |
|-------------------------------|----------------------------------|-----------|------|------------|
| Receipts: | terest | 43.5 | 7_ | 43.57 |
| Disbursements: | | | 0.00 | 0.09 |
| Total available balance per G | eneraì Ledger as o î. | 3/31/2012 | | 102,620.69 |
| Bank Balance as of: | 3/31/2012 | | | 102,620.69 |

Prepared by: Suda Bulske
Date: 4/17/2012

Reviewed by: Date:

4/17/2012

Statement of Account





916632

ROCKY POINT UFSD ROCKY POINT SCHOOL 90 ROCKY POINT-YAPHANK ROAD ROCKY POINT NY 11778 March 31, 2012 Total days in statement period: 31 (0) Page 1 of 1

Direct Inquiries to: CALL CENTER 1-800-894-0300

Peoples United Bank 293 Route 25A Rocky Point, NY 11778

Summary of Account Balance

Account Municipal Money Market Ending Balance \$102,620.69

Municipal Money Market

Average balance Interest paid year to date \$102,577.12 \$122.57

 Date
 Description
 Additions
 Subtractions
 Balance

 02-29
 Beginning balance
 \$102,577.12

 03-31
 #Interest
 43.57
 102,620.69

 03-31
 Ending totals
 43.57
 00
 \$102,620.69

Annual percentage yield earned 0.50% Interest-bearing days 31 Average balance for APY \$102,577.12 Interest earned \$43.57

| | Total for this period | Total year-to-date |
|--------------------------|-----------------------|-----------------------|
| Total Overdraft Fees | \$0.00 | \$0.00 |
| Total Returned Item Fees | \$0.00 | \$0.00 |

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Rocky Point Union Free School District Treasurer's Report Cafeteria ACH - C205 As of: March 31, 2012

| Reconciled Balance a | as of: 2/29/2012 | | | 160,879.80 |
|------------------------|--------------------------------------|--------------------|-----------|------------|
| Receipts: | Discover Reimbursement Café Sales | 48.75 22,674.30 | 22,123.05 | 22,123.05 |
| Disbursements: | | | | |
| Total available baland | ce per General Ledger as of. | 3/31/2012 | | 183,002.85 |
| Bank Balance as of: | 3/31/2012 | | | 181,027.60 |
| Plus: | Deposit in Transit | | | 1,975.25 |
| Adjusted Bank Baland | ce as of: 3/31/2012 | | | 183,002.85 |

Prepared by: Vinda A
Date: 4/23/2012

Reviewed by: Date:

4/23/2012

T

STATEMENT OF ACCOUNT



029861 06DD2305 2 000000 ROCKY POINT UFSD CAFETERIA FUND ACH REVENUE 90 ROCKY POINT YAPHANK RD **ROCKY POINT NY 11778-8423**

Page: Statement Period: Mar 01 2012-Mar 31 2012

1 of 7

Cust Ref #

Primary Account #.



MAKING A GREENER STATEMENT

YOU MAY NOTICE A SLIGHT DIFFERENCE TO YOUR STATEMENT THESE DAYS. AS PART OF OUR ONGOING COMMITMENT TO THE ENVIRONMENT, WE ARE ALWAYS LOOKING FOR WAYS TO REDUCE PAPER USE WHILE STILL PROVIDING YOU WITH ALL THE DETAILS OF YOUR ACCOUNT. WITH A FEW SIMPLE SPACING ADJUSTMENTS WE HOPE TO SAVE ABOUT 32 MILLION SHEETS OF STATEMENT PAPER EACH YEAR! THERE'S NO CHANGE TO YOUR INFORMATION...ONLY TO A GREENER LANDSCAPE!

TD MUNICIPAL CHOICE SOLUTION

ROCKY POINT UFSD

ACCOUNT SUMMARY

CAFETERIA FUND ACH REVENUE

| | ment Balance a | * T가프셔 ^ T T - 1 T - 1 - 1 - 1 - 2 - 1 - 1 - 1 - 1 - 1 - 1 | | | 158,995.65 22,031.95 |
|--------|-------------------------|--|-------|--------|-------------------------|
| | | Deposits and Other Credits | | | |
| | ess 0 ment Balance a | Checks and Other Debits | | | 0.00 181,027.60 |
| State | ment balance a | is 01 03/31 | | | 161,027.00 |
| ACCO | UNT ACTIVITY | | | | |
| Trans | actions by Da | te | DEBIT | CREDIT | BALANCE |
| 3/1 | CCD DEPOS | | | 280.00 | 159,275.65 |
| 3/1 | | NT BANKCD DEPOSIT 362303167880 | | 200.00 | 155,215.55 |
| 014 | CCD DEPOS | | | 240.00 | 159,515.65 |
| 3/1 | | | | 240.00 | 133,513.03 |
| | | NT BANKCD DEPOSIT 362303181881 | | 170.00 | 159,685.65 |
| 3/1 | CCD DEPOS | OFIE: | | 170.00 | 133,003.03 |
| | | NT BANKCD DEPOSIT 362303194884 | | 100.00 | 159,785.65 |
| 3/1 | CCD DEPOS | NT BANKCD DEPOSIT 362303172880 | | 100.00 | 155,765.65 |
| ~ ~ | CCD DEPOS | | | 676.10 | 160,461.75 |
| 3/2 | | NT BANKCD DEPOSIT 362303181881 | | 070.10 | 100,101 |
| | | | | 150.00 | 160,611.75 |
| 3/2 | CCD DEPOS | NT BANKCD DEPOSIT 362303194884 | | 100.00 | , |
| | | | | 148.05 | 160,759.80 |
| 3/2 | CCD DEPOS | | | 140.00 | , , |
| d read | | NT BANKCD DEPOSIT 362303172880 | | 120.00 | 160,879.80 |
| 3/2 | CCD DEPOS | NT BANKCD DEPOSIT 362303167880 | | 120.00 | |
| | | | | 490.00 | 161,369.80 |
| 3/5 | CCD DEPOS | NT BANKCD DEPOSIT 362303167880 | | 100.00 | |
| | | | | 460.00 | 161,829.80 |
| 3/5 | CCD DEPOS | NT BANKCD DEPOSIT 362303194884 | | | |
| 5 /F | | | | 390.00 | 162,219.80 |
| 3/5 | CCD DEPOS | NT BANKCD DEPOSIT 362303172880 | | | |
| | | | | 350.00 | 162,569.80 |
| 3/5 | CCD DEPOS | NT BANKCD DEPOSIT 362303167880 | | | |
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MultiDay Balance Report -- for Linda Bilski

Date range: Apr 01, 2012 thru Apr 02, 2012

| TD | Bank |
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| | TD |

Account Name: Cafeteria Fund ACH Revenue (USD)

| Account Summary | Amount |
|-----------------------------|----------------------|
| Opening Ledger (as of 04/0 | 1/2012) \$161,027.60 |
| Total Credits | 51,975.25 |
| Total Debits | \$0.00 |
| Closing Ledger (as of 04/02 | /2012) \$163,002.85 |

Dept in Trenet (for me.)

| Detail Credit Transactions | Amount | Availability | Bank Ref. | Cust Ref. | Deposit Item Detail | Notes |
|----------------------------|----------|--------------|-----------|------------|---------------------|--|
| 04/02/2012 ACH Credit | \$305.10 | | 075360463 | 0000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303181881 |
| 04/02/2012 ACH Credit | \$278.05 | | 075560533 | 0000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303167880 |
| 04/02/2012 ACH Credit | \$265.00 | | 074850288 | 0000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303167880 |
| 04/02/2012 ACH Credit | \$250.00 | | 075260428 | 000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303172880 |
| 04/02/2012 ACH Credit | \$230.00 | | 075160393 | 000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303167880 |
| 04/02/2012 ACH Credit | \$208.05 | | 075660568 | 0000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303172680 |
| 04/02/2012 ACH Credit | \$148.05 | | 075460498 | 0000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303194884 |
| 04/02/2012 ACH Credit | \$130.00 | | 075760603 | 0000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303181881 |
| 04/02/2012 ACH Credit | \$80.00 | ± | 074960323 | 0000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303172880 |
| 04/02/2012 ACH Credit | \$50.00 | | 075060358 | 0000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303194884 |
| 04/02/2012 ACH Credit | \$30.00 | 1 | 075860638 | 0000000000 | | AC-MERCHANT BANKCD - DEPOSIT |

| MARKINEE | 160,879.80 | 160,928,55 | 172,469,05 | 176,802,35 | 183,002,86 183,002,85 |
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| | 0.00 | 6,636,35 | 4,904.15 | 4,333.30 | 6,200,50 |
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Rocky Point Union Free School District Treasurer's Report Cafeteria Checking - C207 As of: March 31, 2012

| Reconciled Balance as of | 2/29/2012 | | | 129,938.96 |
|----------------------------|---|--------------------|-----------------------|---------------|
| Receipts: | | | | |
| | Student Deposits Interest | 76,390.37 68.44 | | 76,458.81 |
| Disbursements: | | | | |
| | Deposit Corrections & NSF Che Cash Disbursements | cks | 72.00 65,469.49 | (65,541.49) |
| Total available balance pe | er General Ledger as of: | 3/31/2012 | | 140,856.28 |
| | | | | |
| Bank Balance as of: | 3/31/2012 | | | 167,200.58 |
| Less: | Outstanding Checks Bank Adjustment to Correct Marc | ch in April | (29,995.90) (6.00) | (30,001.90) - |
| Add: | Deposit in Transit Bank Adjustment to Correct Mare | ch in April | 3,655.50 2.10 | 3,657.60 |
| | | | | |
| Adjusted Bank Balance a | s of : 3/31/2012 | | | 140,856.28 |

Prepared by: Anda Belsk

Reviewed by: Date:

4/30/2012

ROCKY POINT UFSD CAFETERIA CHECKING 90 ROCKY POINT YAPHANK RD ROCKY POINT NY 11778-8423

D225 135610

▶ Contact your Relationship Manager to discuss targeted solutions for your evolving business needs

07 120331 PAGE

ACCOUNT SUMMARY FOR PERIOD MARCH 01, 2012 - MARCH 30, 2012

| Government Bking Cking w/i | | RO | CKY POINT UFSD |
|----------------------------|---------------|--|----------------|
| Previous Balance 02/29/12 | \$113,369.36 | Number of Days in Cycle | 30 |
| 111 Deposits/Credits | \$106,274.85 | Minimum Balance This Cycle | \$113,369.36 |
| Interest Paid | \$68 44 | Average Collected Balance | \$161,586.37 |
| 34 Checks/Debits | (\$52,512.07) | Interest Earned During this Cycle | \$68.44 |
| Service Charges | \$0 DD | Interest Paid Year-To-Date | 5162 96 |
| Ending Balance 03/30/12 | \$167,200 58 | Annual Percentage Yield (This Statement Period) | 0.50% |

ACCOUNT DETAIL FOR PERIOD MARCH 01, 2012 - MARCH 30, 2012

| 100001 | Gover | nment Bking Cking w/i | | | ROCKY POINT UFSD |
|--------|-------|--------------------------|------------------|--------------------|-------------------|
| 11 05 | Date | Description | Deposits/Credits | Withdrawals/Debits | Resulting Balance |
| 0.0 | 03/01 | Customer deposit | \$1,279.94 | | \$114,649.30 |
| 20000 | 03/01 | Customer deposit | \$1,037.10 | | \$115,686.40 |
| | 03/01 | Customer deposit | \$586.90 | | \$116,273.30 |
| | 03/01 | Customer deposit | \$563.35 | | 5116,836 65 |
| | 03/01 | Customer deposit | \$442.25 | | \$117,278.90 |
| 135 | 03/01 | Customer deposit | \$211.95 | | \$117,490.85 |
| 135610 | 03/01 | Customer deposit | \$160.05 | # | \$117,650.90 |
| | 03/01 | Deposit correction debit | | \$2.00 | \$117,648.90 |
| | 03/02 | Customer deposit | \$1,335.55 | | \$118,984.45 |
| | 03/02 | Customer deposit | \$1,225.27 | | \$120,209.72 |
| | 03/02 | Customer deposit | \$452.85 | | \$120,662.57 |
| | 03/02 | Customer deposit | \$284.10 | | \$120,946.67 |
| | 03/05 | Customer deposit | \$1,017.15 | | \$121,963.82 |
| | 03/05 | Customer deposit | \$930.08 | | \$122,893.90 |
| | 03/05 | Customer deposit | 5909.84 | | \$123,803.74 |
| | 03/05 | Customer deposit | \$794.15 | | \$124,597.89 |
| | 03/05 | Customer deposit | \$95.70 | | \$124,693 59 |
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| ANDONNE I | 8,777.00 | 770.00 | 2,090.60 | 995.75 | 856.44 | 529.13 | 6,722.92 | 739185 | 1,559.54 | 617.39 | 284.00 1) 898.67 867.87 | 490.45 | 735:00 | 29,995.90 |
| | | ING A | RVICE | | 09.50 | | | | RVICE | | | | | GRAND TOTAL |
| RAZIE | DOMINOS PIZZA | 03/20/12 CK.SOHT SERVE WARKETING A (O) 20/20/12 CK.SOHT SERVE WARKETING A | ONG ISLAND EQUIP SERVICE | MIVILA FOODS OF NY | 03/28/12 APPCO/PAPER & PLASITICS CO. 03/28/12 | CD AUTOMOTIVE | DOMINOS PIZZA | 03/28/12: JAY BEE DISHRIBUIIORS | LONG ISLAND EQUIP SERVICE | MIVILA FOODS OF NY | NARDONE BROSIBAKING CO OAKTIREE FARM DAIRY SAVORY FOOD SERVICE | SCHRIER, H. & CO. | OGZBUZ | GRAND TOTA |
| | | 72 2K(SO) 12 (SOMB) | 12 LONG | | 12. APPO(12) | 12 CD AU | 12 DOMIN | 121 - JAY BI | 12 LONG | | | | 12 SNAP | |
| A STANDING STUDIOS OF THE PARTY. | 02/15/12 | 03/20// | 03/20/12 | 03/20/12 | | 03/28/12 | 03/28/12 | | | 03/28/12 | 03/28/42 03/28/42 03/28/12 | 03/28/12 | | HERMONALIM USTRIBUTANTA KANSA |
| Signa | 8542 | 8557 8570 | 8571 | 8574 | 8586 8587 | 8589 | 8590 | 8591 8592 | 8593 | 8594 | 8596 8596 8597 | 8598 | 8609 | STAPESTS VALED |

Report Completed 12:43 PM

Dep 3, Drank I

562.866 4.962.96

rage 1/3 KUCKY FUINT UESU 21/30/12

DETAIL ACCOUNT TRANSACTIONS - C 207 CAPITAL ONE CHECKING - 03/01/12 - 03/31/12

| 1020506 1020558 1020558 1020558 1020559 1020559 1020559 1020560 1020560 1020560 | BALANCE 07/01/11 - 02/29/12 CONTINISCEIPTS CAFT RECEIPTS CAFT RECEIPTS | CR-11 | 0,00 0,00 1,325.55 1,225.27 1,225.27 284,110 95.70 794.15 930.08 1,447.53 1,447.53 1,447.53 1,447.53 1,447.53 | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | 129,938,96 131,646,51 132,871,78 133,704,43 134,496,58 137,355,65 137,355,65 140,892,98 140,892,98 |
|--|--|--|--|---|---|
| 1020568 1020558 1020558 1020559 1020559 1020559 1020560 1020560 1020560 | AFTIREGEIPTS | CR-11 | 1,335.55 1,235.57 1,225.27 1,225.27 293.70 794.15 1,447.53 1,447.53 1,447.53 1,447.53 1,447.53 1,447.53 | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | 130,000,000 131,646.51 132,871.70 133,704.43 133,704.43 134,496.58 137,355.65 137,355.65 140,892.98 141,302.98 |
| 1020558 1020558 1020558 1020559 1020559 1020560 1020560 1020560 | AFT RECEIPTS | CR-11 | 1,335.55 1,225.27 1,225.27 284,110 95.70 794.15 930.08 1,447.53 1,447.53 664.50 410.00 1,010.20 | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | 131,646.51 132,871.78 133,704.43 133,704.43 134,496.58 137,355.65 137,355.65 138,803.18 140,892.98 |
| 1020558 1020559 1020559 1020559 1020559 1020560 1020560 1020560 | AFT RECEIPTS | CR-11 | 1,225.27 (284,10) 95.70 794.15 930.08 1,447.53 1,000 410.00 1,010.20 | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | 132,871,78 133,704,43 134,498.58 134,498.58 137,355.65 137,355.65 137,355.65 140,892,98 140,892,98 |
| 1020558 1020559 1020559 1020559 1020559 1020560 1020560 1020560 | AFTREGEIPHS AFTRECEIPTS | CR-11 | 95.70 95.70 794.15 930.08 1.447.53 1.447.53 1.400.00 410.00 1.010.20 | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | 133,704,43 133,704,43 134,490.58 134,490.58 137,355.65 137,355.65 138,803.18 140,892.98 141,302.98 |
| 1020559 1020559 1020559 1020560 1020560 1020560 | AFT RECEIPTS | CR-11 CR-11 CR-11 CR-11 CR-11 CR-11 CR-11 CR-11 CR-11 | 95.70 794.15 930.08 1.447.53 1.447.53 410.00 410.00 | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 | 133,704,43 134,490.58 134,490.58 137,355.65 138,803.18 136,892.98 140,892.98 |
| 1020559 1020559 1020559 1020560 1020560 1020560 | AFT RECEIPTS | CR-11 CR-11 CR-11 CR-11 CR-11 CR-11 CR-11 | 794.15 990.08 1.447.53 1.447.53 664.50 410.00 | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | 134,498.58 mile 6,426,65 137,355.65 138,803.18 mile 6,226,48 140,892,98 |
| 1020559 1020559 1020560 1020560 1020560 1020560 | AFTIREGEIPTS AFTIREGEIPTS AFTIREGEIPTS AFTIREGEIPTS AFTIREGEIPTS AFTIREGEIPTS AFTIREGEIPTS AFTIREGEIPTS AFTIREGEIPTS | GRAM CR-11 CR-11 CR-11 CR-11 CR-11 CR-11 CR-11 | 1,447.53 1,447.53 1,447.53 1,447.60 664.50 410.00 | 0.00 0.00 0.00 0.00 0.00 0.00 | 137,355.65 137,355.65 137,355.65 138,803.18 136,228,48 140,892.98 |
| 1020559 1020560 1020560 1020560 1020560 | AFT RECEIPTS AFT RECEIPTS ARTIREGEIPTS ART RECEIPTS AFT RECEIPTS AFT RECEIPTS AFT RECEIPTS | CR-11 CR-11 (OR-11 CR-11 CR-11 | 930.08 1,447.53 1,427.90 664.50 410.00 1010.20 | 0.00 0.00 0.00 0.00 0.00 | 137,355.65 138,803.18 110,852,814,8 140,892.98 |
| 1020560 1020560 1020560 1020560 | AFT RECEIPTS ARTICLEGE PTS AFT RECEIPTS AFT RECEIPTS AFT RECEIPTS | CR-11 (CR-11 CR-11 CR-11 (CR-11) | 1,447,53 1,282,40 664,50 410,00 1,010,20 | 0.00 | 138,803,18 1136,226,48 140,892,98 141,302.98 |
| | AFTIREGELPUS AFTIREGELPUS AFTIRECEIPTS AFTIREGELPUSH | GR.11 CR-11 CR-11 GR.10 | 1.282.40 664.50 410.00 1.010.20 | 0.00 | 140,892,98 |
| 1020560 1020560 | AFT RECEIPTS AFT RECEIPTS AFT RECEIPTS | CR-11 CR-11 (GR-11) | 664.50 410.00 10.00 10.00 10.00 10.00 10.00 | 0.00 | 140,892,98 141,302,98 |
| 1020560 | AFT RECEIPTS | CR-11 OR-112 (GRUI) | 410.00 1182.507 1.010.20 | 0.00 | 141,302.98 |
| | AFIREGERIO | STATE OF THE STATE | 1010 20 | 00.00 | |
| 3/06/1/2 1020561 | | Contract to the Contract of th | 4.040.20 | | 7 42 339 H |
| 4020561 1020561 | CAFT RECEIPTS | CR-11 | THE WILLIAM | 0.00 | 143,849,31 |
| 33/06/12 1020561 C | CAFT RECEIPTS | CR-11 | 708.28 | 0.00 | 144,557,59 |
| 03/06/12/2/2/1020562/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/ | GAETT REGELPTS | | | 00.0 | 11.12.10.19.19.19.19.19.19.19.19.19.19.19.19.19. |
| 1020562 | CAFT RECEIPTS | CR-11 | 1,163.49 | 0.00 | 146,445.38 |
| 33/07/12 1020562 C | CAFT RECEIPTS | CR-11 | 1,275,50 | 00'0 | 147,720.88 |
| 03/07/12 03/07/12 | OAFTREGERTS | | 22.09560 | 09.00 mg | 111487819162 |
| 1020563 | CAF'T RECEIPTS | CR-11 | 180.00 | 0.00 | 148,995,12 |
| 03/08/12 1020563 C | CAF'T RECEIPTS | CR-11 | 1,056.18 | 00'0 | 150,051.30 |
| 08/08/1/2 03/08/1/2 | GAFFIREGELFISHEN | TO SELECTION OF THE PROPERTY O | | | 4767/638/07 |
| 1020563 | CAFT RECEIPTS | CR-11 | 591,95 | 0.00 | 152,230,02 |
| 03/09/12 1020564 C | CAFT RECEIPTS | CR-11 | 239.90 | 0.00 | 152,469,92 |
| 03/09/12 03/09/12 | OARTREGELPIS | ORACIO DE LA COMPANSIONA DEL COMPANSIONA DE LA COMPANSIONA DE LA COMPANSIONA DEL COMPANSIONA DE LA COM | 267:81 | 0000 | 1165)63n 79 11 |
| 1020564 | CAF'T RECEIPTS | CR-11 | 548.53 | 0.00 | 155,448,23 |
| 03/09/12 1020564 C | CAF'T RECEIPTS | CR-11 | 404.00 | 00'0 | 155,852.23 |
| 03/12/12 | OATTERECEIPIS | | 209,35 | 0010 | 1677777267 |
| 1020565 | CAFT RECEIPTS | CR-11 | 1,344,99 | 0.00 | 159,262.60 |
| 03/12/12 1020565 C | CAFT RECEIPTS | CR-11 | 4,00 | 0.00 | 159,266,60 |

Vage 2/3 KOCKY POINT UESD 4/30/12

DETAIL ACCOUNT TRANSACTIONS - C 207 CAPITAL ONE CHECKING - 03/01/12 - 03/31/12

| | 160,745,95 | 162 20 50 | 161,271.22 | 161,426.82 | (62,522,18 (63,726,53) | 163,732,38 | 163,772,38 | 104/996/87 | 166,263,42 | 167,148,14 | 467,410,691 6167-918,891 | 168,002,49 | 169,301,38 | 7 70/6/15/1/B | 171,026.68 | 172,161.90 | 172/383.13 173/6384181 | 174,157.48 | 174,445,28 | 176,761,60 | 176,994,20 | 177,288,75 | 1130,617733 | 132,441.18 | 133,514.13 | 159,976,20 | 135,303.43 | 135,665,69 | 36,863,69 | 137,580.14 | 137,827.18 | 100 976 037 |
|-------------|-------------|--|--|-----------------|---------------------------|--|-----------------|--------------------|-------------|--------------|--------------------------------|--|---------------|--|--|--------------|------------------------------|-------------|--------------|------------------------------|--------------|--------------|----------------|---------------|--------------|--|--|--------------|-------------|--|-------------------|--|
| CREDUSTICAL | 0.00 | 00.0 | 849.28 | 0.00 | 00.0 | 0.00 | 0.00 | 0000 | 0.00 | 00.00 | 0000 | 0.00 | 00.00 | 0010 | 40.00 | 00.00 | 0000 | 0.00 | 0.00 | 10000 | 0,00 | 0.00 | 46/67/1/42 | 0.00 | 00'0 | 0000 | 0.00 | 0.00 | 0010 | 0.00 | 0.00 | 000 |
| | 148,10 | 11,263,451,111,111,111,111,111,111,111,111,111 | 0.00 | 155,60 | 1095.36 | 5.80 | 40.00 | 190106 | 1,075.96 | 884.72 | 268,65 | 184.10 | 1,298.89 | 77/27/3000 THE STATE OF THE STA | 0.00 | 1,135,30 | 1,256105 | 519.30 | 287,80 | 261905 | 413.30 | 294.55 | 1,670,65 | 253.30 | 1,072.95 | 297, 50 | 1,090.70 | 362,26 | 14187.90 | 276,05 | 247.04 | MINBS 86 |
| | | | The second of th | | | | | | | | | | | | | | | | | | | | | | | | | | | The Control of the Co | | |
| | CR-11 | | JE-19 | CR-11 | 0.0 | CR-11 | CR-11 | 0 W. | CR-11 | CR-11 | OR-11 | CR-11 | CR-11 | |) JE-19 | CR-11 | | CR-11 | CR-11 | ORAH | CR-11 | CR-11 | OD-26 | CR-11 | CR-11 | CORPORATION OF THE PARTY OF THE | CR-11 | CR-11 | ON-THE | CR-11 | CR-11 | THE STATE OF |
| | = - S | | E SALES TAX P'M | SIPTS | | EIPTS | EIPTS | 0 0 | EIPTS | EllPTS | EIPTS: | EIPTS | EIPTS | 814E | FOR CAFE, FUNI | EIPTS | | EIPTS | EIPTS | EPIS | EIPTS | EIPTS | FIDISBURSEMENT | EIPTS | EIPTS | | EIPTS | SEIPTS | 01010 | SEIPTS | X DEC'11 - FEB'12 | |
| | CAFT RECEIP | OAFT REGELT | NYS ONLINE S/ | CAFT RECEIPT | CAFT RECEIP | CAFT RECEIPT | CAF'T RECEIP | CAPT RECEIPT | CAFT RECEIP | CAFT RECEIP | CAFT RECEIP | CAF'T RECEIP | CAFT RECEIP | CAPT RECEIP | DEP.CORR. FC | CAFT RECEIPT | LOAFTIREGELE CAFTIREGELE | CAFT RECEIP | CAF'T RECEIP | CAFTIRECEIP | CAF'T RECEIP | CAF'T RECEIP | OAFTRECEIP | CAF'T RECEIP | CAF'T RECEIP | CAFT REGELP | CAFT RECEIP | CAF'T RECEIP | CAPT RECEIP | CAFT RECEIP | SALES TAX DI | THE CALLINGE OF |
| NENDER ! | | | The second report of the following second se | | | WITH TABLET TO SWALE OF FROM STORY TO SULES | | | | | | and the second s | | | AND REAL PROPERTY OF THE PROPE | | | | | | | | | | | | on the constant of the second sections of the second secon | | | nggalarasangnyogan ahol palentur kan un un dan | | |
| | 1566 | 566 | The state of the s | 1567 |)567 | 1020567 | 1567 | 1020568 1020568 | 1020568 | 1020568 | 1020568 | 1020569 | 1020569 | 1020569 1020569 | and translation as a Control of the | 1020570 | 1020570 1020570 | 1020570 | 1020570 | 1,020571 1,020571 | 1020571 | 1020571 | 1020572 | 1020572 | 1020572 | 11020572 | 1020573 | 1020573 | 11020673 | 1020573 | 1020503 | 1020574 THE PROPERTY |
| | | 3/13/12 1 102056 3/13/12 1 202066 | | 3/14/12 1020567 | 3/14/12 3/14/12 | TO THE TOTAL OF TH | 3/14/12 1020567 | 3/15/12 3/15/12 | | 3/15/12 1020 | 3/15/12 102(3/16/12 = 102(| The second second | 13/16/12 102(|)3/16/1/21 713/1020569)3/16/1/21 | di Faran | 13/19/12 102 |)3/19/12 102)3/19/12 102 | | 33/19/12 102 | 03/20/12 102 03/20/12 102 | 33/20/12 102 | 03/20/12 102 | 03/21/72 | Electronic of | 03/21/12 102 | 03/21/12 11102 | UPPRESSION | | 03/22/1/2 | WINAPERE | | |

FITAIL ACCOUNT TRANSACTIONS - C 207 CAPITAL ONE CHECKING - 03/01/12 - 03/31/12

| WLANDE | 140,523.63 | 140,879,93 | 142,815.31 | 142,871,26 | 744,050,56 144,659,33 | 144,997.23 | 145,469,08 | 1,46,620,287 | 147,456.18 | 147,426.18 | 30,778,49 | 131,740.14 | 131,842,74 | 133,326,77 | 133,757,72 | 134,960.83 | 62,0811,961 (36,110,110,110,110,110,110,110,110,110,11 | 136,740.44 | 137,133,34 | 19914957111 | 139,741.08 | 140,303.94 | 140 786 84 | 140,787.84 | 140,856,28 | 140,856,28 |
|-----------------|-------------|--------------------|--|--------------|--------------------------|-------------|-------------|--------------|------------|-----------------|--------------------------|-------------|------------|------------|------------|------------|--|------------|------------|----------------|------------|------------|----------------|----------------|------------|------------|
| (all single | 0.00 | 0000 | The state of the s | 00'0 | 0000 | | | 00.0 | 0,00 | 30.00 | 48176 | 0.00 | 0.00 | 00.00 | 0.00 | 0.00 | 0010 | 0.00 | 0.00 | 01000 | 0.00 | 0.00 | 0010 | 0.00 | 0.00 | 541,49 |
| NO. | 0 | | 9 | 2 | 0 | 0 | 5 | 0 (10) | 1 | 0 | (C) | 5 | 0 | | 5 | - | (5) The second of the second o | 5 | 0 | | 0 | 91 | | 00 | 7 | 11. |
| | 1,331.90 | 06.629 | 1,365.48 | 55.95 | 602.77 | 343,90 | 471.85 | 1,262,23 | 573.67 | 00.00 | 0.00 | 961.65 | 102,60 | 528(2) | 431.95 | 1,203,11 | 1075.01 1075.81 | 556.65 | 392.90 | 7400 W 47.6 | 158.30 | 562.86 | | 1.00 | 68,44 | 76,4581 |
| | | | | | | | | | | | | | 1 | | 1 | 1 | | 1 | 1 | | | - | | 9 | | ALS. |
| THOS THE | CR-17 | ORIL | CR-1 | CR-1 | OR-TI GRIM | CR-1- | CR-1 | NORTH ORACI | CR-11 | z | NIT CONTRACTOR OF STATES | CR-1 | CR-1 | ORIGINAL | CR-1 | CR-1 | DYD DYD | CR-1 | CR-11 | 0.5 | CR-1 | CR-11 | OR VENO | } | CR-11 | |
| ON | EIPTS | | EPTS | EIPTS | Ellens Elenis | EIPTS | EIPTS | | EIPTS | L FOR CAFE, FD. | EIPTS I DISBURSEME | EIPTS | EIPTS | EP15 | EIPTS | EIPTS | | EIPTS | EIPTS | 21018 21018 | EIPTS | EIPTS | ELP ISON BONDE | CORRECTION FOR | REVENUE | |
| III EXELLANAIII | CAF'T RECEI | CAPTIRECEIE | CAF'T RECEIPTS | CAF'T RECEIL | CAPTIBLE CELL | CAF'T RECEI | CAF'T RECEI | CAPTIREGE | CAF'T RECE | DEP. CORR. | CAFT RECEI | CAF'T RECEI | CAFT RECE | OALTINEGE | CAF'T RECE | CAF'T RECE | OAFT RECEI | CAFT RECE | CAF'T RECE | CARTINEGE! | CAF'T RECE | CAF'T RECE | OAFTINEGE! | DEPOSIT CO | INTERESTR | |
| VENDA | | | and the state of t | | | | | | | | | | | | | | | | | | | | | | | |
| | | | Section of the sectio | | | | | | | | | | | | | | | | | | | | | | | |
| | 1020574 | 1020574 | 1020575 | 1020575 | 1,020575 11,020575 | 1020575 | 1020576 | 1,020576 | 1020576 | 238 | 1020576 | 1020577 | 1020577 | 1020577 | 1020577 | 1020578 | 1020578 | 1020578 | 1020578 | 1020579 | 1020579 | 1020579 | 1020579 | 269 | 1020587 | |
| DATE | 3/23/12 | 3/23/12 3/23/12 | 3/26/12 | 3/26/12 | 3/26/12 3/26/12 | 3/26/12 | 3/27/12 | 3/27//12 | 3/27/12 | 3/27/12 | 3/27/12 3/28/12 | 3/28/12 | 3/28/12 | 3/28/12 | 3/28/12 | 13/29/12 |)3/29/12 | 13/29/12 | 13/29/12 |)3/30//(2) | 13/30/12 | 33/30/12 | 03/34//(2 | 33/31/12 | 33/31/12 | |

leport Completed 10:58 AM

Rocky Point Union Free School District Treasurer's Report For the Month Ended: April 30, 2012

Rocky Point Union Free School District Treasurer's Report General Fund - Class Investment A203 As of April 30, 2012

| Reconciled Balance a | s of: | 3/31/2012 | | | 2,561,282.90 |
|------------------------|----------------------------|---------------|-----------------------|----------------|----------------|
| Receipts: | State Aid Interest Reve | nue | 5,546,097.03 17.70 | | 5,546,114.73 |
| Disbursements: | Transfer to Cl | ose Account | | (8.107,395.42) | (8,107.395.42) |
| Total available balano | e per General L | ∟edger as of: | 4/30/2012 | | 2.21 |
| Bank Balance as of: | 4/30/2012 | | | | 2.21 |

Prepared by: Judy Bels
Date: 5/1/2012

Reviewed by: Date: 5/1/2012

NYCLASS



Statement April 2012

For more information, call NYCLASS at (800)395-5505 Fax:(800)765-7600

New York CLASS-P/NW BOCES

Rocky Point UFSD

Account Number:

Account Name:

GENERAL FUND

| Date | Description | Amount | Balance | Transaction |
|-------------|---|----------------------------|----------------|-------------------|
| 04/01/2012 | Beginning Balance | | \$2,561,282.90 | |
| 04/02/2012 | Contribution | \$5,546,097.03 | | 73946806 |
| 04/20/2012 | Withdrawal | -\$4,000,000.00 | | 74079072 |
| 04/20/2012 | Withdrawal Income Earned for the month | -\$4,107,395.42 \$17.70 | | 74079073 |
| 04/30/2012 | Ending Balance | | \$2.21 | |
| Summary | | April 2012 | Fiscal YTD End | ling (06/30/2012) |
| Beginning 1 | Balance | \$2,561,282.90 | | \$1,069,992.41 |
| Contributio | | \$5,546,097.03 | | \$23,262,320.46 |
| Withdrawa | ıls | \$8,107,395.42 | | \$24,332,395.42 |
| Income Ear | rned | \$17.70 | | \$84.76 |
| Month End | Balance | \$2.21 | | \$2.21 |
| Average Da | aily Rates | 0.01% | | 0.01% |
| Average Ar | nualized Yield | 0.01% | | 0.01% |

DETAIL ACCOUNT TRANSACTIONS - A 203 BANK OF NY-CLASS ACCOUNT - 04/01/12 - 04/30/12

Report Completed 11:23 AM

Rocky Point Union Free School District Treasurer's Report General Fund - Money Market A204 As of April 30, 2012

| Reconciled Balance as of: | 3/31/2012 | | | | 102,620.69 |
|-------------------------------|-----------------------|-----------|-------|------|------------|
| Receipts: | nterest | | 42.18 | | 42.18 |
| Disbursements: | | | | 0.00 | 0.00 |
| Total available balance per 0 | Seneral Ledger as of: | 4/30/2012 | | | 102,662.87 |
| Bank Balance as of: | 4/30/2012 | | | | 102,662.87 |

Prepared by: Junda Belske
Date: 5/1/2012

Reviewed by: Date:

5/1/2012

05/01/12

rage

DETAIL ACCOUNT TRANSACTIONS - A 204 MONEY MARKET-PEOPLES UNITED BANK - 04/01/12 - 04/30/12

| BALANCE | 102,620.69 | 102,662,87 |
|-----------|----------------------------|---|
| CREDITS | 0.00 | 0.00 |
| DEBITS | 0.00 | 42.18 42.18 |
| #108 | | CR-11 TOTALS |
| LANATION | ALANCE 07/01/11 - 03/31/12 | NTEREST REVENUE |
| VEND# EXP | BAL | EX. |
| INV# | | 10 to |
| DATE REF# | 04/01/12 | 04/30/12 1020610 |

Report Completed 11:37 AM

Statement of Account





016535

ROCKY POINT UFSD ROCKY POINT SCHOOL 90 ROCKY POINT-YAPHANK ROAD ROCKY POINT NY 11778

April 30, 2012 Total days in statement period: 30 (0) Page 1 of 1

Direct Inquiries to: CALL CENTER 1-800-894-0300

Peoples United Bank 293 Route 25A Rocky Point, NY 11778

Summary of Account Balance

Account Municipal Money Market

Number

Ending Balance \$102,662.87

Municipal Money Market

Average balance Interest paid year to date \$102,620.69 \$164.75

| Date | Description | Additions | Subtractions | Balance |
|-------|-------------------|-----------|--------------|--------------|
| 03-31 | Beginning balance | | | \$102,620.69 |
| 04-30 | #Interest | 42.18 | | 102,662.87 |
| 04-30 | Ending totals | 42.18 | .00 | \$102,662.87 |

Annual percentage yield earned Interest-bearing days Average balance for APY Interest earned 0.50% 30 \$102,620.69 \$42.18

| | Total for this period | Total year-to-date |
|--------------------------|-----------------------|-----------------------|
| Total Overdraft Fees | \$0.00 | \$0.00 |
| Total Returned Item Fees | \$0.00 | \$0.00 |

Rocky Point Union Free School District Treasurer's Report General Fund A2006 As of April 30, 2012

Reconciled Balance as of:

3/31/2012

2,967,206.90 >

Receipts:

Close Gen. Fund Class Investment Acct.

4,000,000.00

4,000,000.00

Disbursements:

Wire Transfer to Capital One Invest. Acct.

(4,000,000.00)

(4,000,000.00)

Total available balance per General Ledger as of:

4/30/2012

2,967,206.90

Bank Balance as of:

4/30/2012

2.967.206.90

Prepared by:

5/1/2012

Reviewed by:

5/1/2012

| Date range: Apr 01, 2012 thr | u Apr 30, 20: | 12 | | | | | | 0 0 a 0 |
|--------------------------------------|-----------------|--------------|------------|------|----------|-------------------|----------------------------------|------------------|
| Bank Name | TD Bank | | | | 227 | | | |
| | Account Na | ne: Rocky | Point UFSD | (USI | D) | | | |
| Account Summary | Amount | | | | | | | |
| Opening Ledger (as of 04/01/2012) | \$2,967,206.90 | | | | | | | |
| Total Credits | \$4,000,000.00 | | | | | | | |
| Total Debits | \$4,000,000.00 | | | | | | | |
| Closing Ledger (as of 04/30/2012) | \$2,967,206.90 | | | | | | | |
| Detail Credit Transactions | Amount | Availability | Bank Ref. | Cus | t Ref. | Deposit Item Deta | ail Notes | |
| 04/20/2012 Incoming Wire Transfer | \$4,000,000.00 | | 700039706 | 000 | 0000000 | | PUTNA NORTH WESTO BOCES | ERN HESTER |
| Item Count 1 | \$4,000,000.00 | | | | | | | |
| Detail Debit Transactions | Amount | Bank Ref. | Cust Ref. | | Notes | | | |
| 04/20/2012 Outgoing Wire Transfer | \$4,000,000.0 | 7000397 | 07 0000000 | 0000 | Rocky Po | int UFSD | | |
| Item Count | 1 \$4,000,000.0 | 00 | | | | | | |

DETAIL ACCOUNT TRANSACTIONS - A 2006 TD BANK, N.A. - 04/01/12 - 04/30/12

| 04/01/12 BALANCE 07/01 | 01/11 - 03/31/12 | 0.00 | 0.00 | 2,967,206.90 |
|---------------------------|----------------------|--------------|--------------|--------------|
| 04/20/12 270 TO CLOSE GEN | ENIED GLASS IN UE:21 | 4,000,000,00 | 4,000,000,00 | 2,967,206,90 |
| | TOTALS | 4,000,000.00 | 4,000,000,00 | 2.967.206.90 |

Report Completed, 11:46 AM

Rocky Point Union Free School District Treasurer's Report Account's Payable A2007 As of April 30, 2012

| Reconciled Balance as of | f: 3/31/2012 | | 1,010,906.68 |
|---------------------------|-------------------------------|-----------|--------------|
| Receipts: | Correct Posting of Void Check | 805.41 | 805.41 |
| Disbursements: | | | 0.00 |
| Total available balance p | er General Ledger as of: | 4/30/2012 | 1,011,712.09 |
| Bank Balance as of: | 4/30/2012 | | 1,030,648.01 |
| Less: | Outstanding Checks | | (18,935.92) |
| Adjusted Bank Balance a | as of: 4/30/2012 | | 1,011,712.09 |

Prepared by:

Date:

5/2/2012

Reviewed by:

Date:

51010010

| MultiDay Balance Report fo Date range: Apr 01, 2012 thru | 1 Apr 30 | 2012 | | | | (|
|---|-------------|-----------|--------------|-----------|-------------|---|
| sate range. Apr 01, 2012 tint | , Ap. 30, | 2012 | | | | ò |
| | | | | | | Ö |
| | | | | | | a |
| - 300 | | | | | | 0 |
| Bank Name | TD Bank | ¢ | | | | |
| | Account | Name: Gen | eral Fund Ac | counts Pa | /able (USD) | |
| Account Summary | Amount | | | | | |
| Opening Ledger (as of 04/01/2012) | \$1,030,683 | 3.01 | | | | |
| Total Credits | s | 0.00 | | | | |
| Total Debits | \$35 | 5.00 | | | | |
| Closing Ledger (as of 04/30/2012) | \$1,030,648 | 3.01 | | | | |
| Detail Debit Transactions | Amount | Bank Ref. | Cust Ref. | Notes | | |
| 04/25/2012 Check Paid | \$35.00 | 587263671 | 0000090077 | CHECK | | |
| Item Count | 1 535.00 | | | | | |

Bank Reconciliation Outstanding Checks Listing as of 04/30/12

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| | 03/22/11 | 05/24/11 08/09/11 | 09/07/11 | 11/02/11 | |
| ISSUE DATE | 03) | 05/24/11 | 09 | 11, | |
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leport Completed 12:28 PM

| - A 2007 TD-ACCOUNTS PAYABLE - 04/01/12 - 04/30/12 |
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| BALANCE | 1,010,906.68 | 7,011,712.09 |
|-----------|-----------------------------|------------------------------|
| OREDITIS | 0.00 | 00.00 |
| STIBEO | 0.00 | 805,41 805,41 |
| VEND# | BALANCE 07/01/11 - 03/31/12 | CORRECT POST WOID CHEC JE-21 |
| DAME REEH |)4/01/12 |)4/30/1/2 275 |

eport Completed, 12:09 PM

Rocky Point Union Free School District Treasurer's Report General Fund - Investment A2008 As of April 30, 2012

Reconciled Balance as of:

3/31/2012

16.356,103.96

Receipts:

Close General Fd. Class Invest. Acct.

4,000,000.00

Close General Fd. Class Invest. Acct.

4,107,395.42

Tax Revenue

501,351.00

Interest

5,752.74

8,614,499.16

Disbursements:

Funding Transfer:

Net Payroll

1,678,589.23

Funding Transfer:

Payroll Deductions

1,076,475.83

Funding Transfer.

AP Warrants

1,699,050.90

Total available balance per General Ledger as of. 4/30/2012

20,516,487.16

(4,454,115.96)

Bank Balance as of:

4/30/2012

20,516,487.16

Prepared by: Linda Bulski
Date: 5/1/2012

ExportData[5]

Direct inquiries to Customer Service (877) 694-9111

ROCKY POINT UFSD
GENERAL FUND INVESTMENT ACCOUNT
90 ROCKY POINT YAPHANK RD
ROCKY POINT NY 11778-8423

| | | | | 0 ENCLOSURE | ES Page | 1 of | 2 |
|---|------------------|--|--------|--------------------------------------|--------------|------------------------------|----------------------|
| Gove | rnment | Bking Cking w/i | | | | | |
| | | Opening balance +Deposits/Credits -Checks/Debits -Service charge +Interest paid Ending balance Days in Statement | Period | 04-01-12 5 7 04-30-12 30 | | 6.42 5.96 0.00 2.74 | |
| INTEREST INFORMATION Average Daily Balance 17,543,296.58 Days in Earnings Period 30 Interest Earned 5,752.74 Annual Percentage Yield Earned 0.40 % Interest Paid this Year 22,157.57 | | | | | | | |
| DATE | DESCRI | EPTION C | HECK# | DEBITS | CREDITS | | BALANCE |
| 04-04 | Beginr Book t | ning Balance transfer debit | | 865,477.00 | | 16,356 15,490 | 5,103.96 0,626.96 |
| 04-04 | _ | ranster debit | | 550,639.29 | | 14,939 | 9,987.67 |
| 04-04 | Book t | ranster debit | | 91,729.44 | | 14,848 | 3,258.23 |
| 04-12 | ACH de | | 10 | | 125,338.00 | 14,973 | 3,596.23 |
| 04-17 | 041212 ACH de | ROCKY POINT SCH DI | ST SC | 509 | 156,672.00 | 15,130 | ,268.23 |
| 04-18 | 041712 | ROCKY POINT SCH DISTANSFER debit | ST SC | 89,758.39 | | 15,040 | ,509.84 |
| 04-20 | | ransfer deposit | O | 42012 | 4107,395.42 | 19,147 | ,905.26 |
| 04-20 | Wire t | ransfer deposit | | | 4000,000.00- | 23,147 | ,905.26 |
| 04-25 | | POINT UFSD ransfer debit | 02 | 42012 1517,563.07 | | 21,630 | ,342.19 |
| | | | Pa | age 1 | | | |

DETAIL ACCOUNT TRANSACTIONS - A 2008 CAPITAL ONE INVESTMENT - 04/01/12 - 04/30/12

| 6,356,103.96 | 6,264,374,52 5,398,897,52 | 5,524,235.52 | 4,973,596.23 | 15,130,268,23 | 19,040,509.84 | 23,147,905.26 | 22,334,793,03 21,808,956,49 | 20,291,393.42 | 20,510,734.42 |
|-----------------------------|---|--------------|-------------------------|-------------------------------------|---------------------------|--------------------------|---|------------------|---------------|
| 0.00 | 91,729144 865,477,00 | 0.00 | 550,639,29 | 00100 | 0.00 | 0.00 | 813,112,23 525,836,54 | 1,517,563.07 | 0.00 |
| 00.00 | 0000 | 125,338.00 | 00.00 | 1561672,00 | 4,000,000.00 | 4,107,395.42 | 0000 | 0.00 | 219,341.00 |
| | GR-711 GR-71 | CR-11 | CR-11 | OR-11 | JE-21 | JE-21 | GR411 | CR-11 | CR-11 |
| BALANCE 07/01/11 - 03/31/12 | FUND WARRANT #58 FUNDING NET PAYROLL 4.13. | ENUE #10 | TRUST & AGENCY DEDUCTIO | TAX REVENUE #11 FUND WARRANT #60 | TO CLOSE GEN.FD. CLASS IN | TO CLOSE GEN.FD.CLASS IN | FUNDING NET PAYROLLA 27. TRUST & AGENCY DEDUCTIO | FUND WARRANT #61 | ENUE #12 |
| BALANCE | FUND W/ | TAX REVENUE | TRUST & | TAX REVENUE FUND WARRAN | TO CLOS | TO CLOS | FUNDING TRUST & | FUND W | TAX REVENUE |
| | | | | | | | | | |
| | 1020536 1020537 | 1020544 | 1020543 | 1020545 1020557 | 270 | 271 | 1020589 1020590 | 1020591 | 1020592 |
| 04/01/12 | 04/04/12 | 04/12/12 | 04/16/12 | 04/17/12 04/18/12 | 04/20/12 | 04/20/12 | 04/25/12 04/25/12 | 04/25/12 | 04/27/12 |

Report Completed 11:57 AM

Rocky Point Union Free School District Treasurer's Report General Fund - Operating A2009 As of April 30, 2012

| Reconciled Balance as of: 3/31/2012 | | 2,000,000.00 |
|---|-----------|--------------|
| Receipts: | | |
| | | 0.00 |
| Disbursements: Transfer for Interest | | 0.00 |
| Total available balance per General Ledger as of: | 4/30/2012 | 2,000,000.00 |
| Bank Balance as of: 4/30/2012 | | 2,000,000.00 |
| | | |
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| | | |

Reviewed by:

Prepared by: Lenda Bilski
Date: 5/1/2012

ExportData[8]

Direct inquiries to Customer Service (877) 694-9111

ROCKY POINT UFSD OPERATING ACCOUNT 90 ROCKY POINT YAPHANK RD ROCKY POINT NY 11778-8423

| Government Banking Checking | 1 |
|--|---|
| GOVERNMENT PARTITIONS | |
| Opening balance 04-01-12 2,000,000.00 +Deposits/Credits 0 0.00 -Checks/Debits 0 0.00 -Service charge | |

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| IT TRANSACTIONS - A 2009 CAPITAL ONE OPERATING - 04/01/12 - 04/30/12 |
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| REDITS | 0.00 | 00:0 |
| SUIEFOL | 0.00 | |
| VEND# EXPLANATION | BALANCE 07/01/11 - 03/31/12 | TOTALS |
| DATE REF# INV# | 04/01/12 | |

Report Completed 9:43 AM

Rocky Point Union Free School District Treasurer's Report General Fund - AP Checking A2010 As of April 30, 2012

| Reconciled Balance as of: 3/31/2012 271,231.42 | | | | | |
|--|--|--|--------------|----------------|--|
| Receipts: | | | | | |
| | Community Ed Insurance Recovery 2012 P&P Advertisement Refund Foster Care Lost Book Medicaid Funding Transfer Interest | 1,260.00 5,543.28 183.33 3,240.00 17,313.74 44.00 8,782.44 1,699,050.90 255.28 | 1,735,672.97 | 1,735,672.97 | |
| Disbursements: | JE to Correct Void Check F Cash Disbursements | Posting 805.41 1,699,050.90 | 1,699,856.31 | (1,699,856.31) | |
| Total available balance | se per General Ledger as of: | 4/30/2012 | | 307,048.08 | |
| Bank Balance as of: | 4/30/2012 | | | 1,826,242.44 | |
| Less: | Outstanding Checks | | | (1,519,194.36) | |
| Adjusted Bank Baland | ce as of: 4/30/3 | 2012 | | 307,048.08 | |

Prepared by: Lenda Bilski
Date: 5/2/2012

Reviewed by:

ExportData[9]

Direct inquiries to Customer Service (877) 694-9111

ROCKY POINT UFSD GENERAL FUND CHECKING 90 ROCKY POINT YAPHANK RD ROCKY POINT NY 11778-8423

| | | | Special | handle | |
|--|--|---|---------|--|--|
| | | 199 ENCLOSURES | Page | 1 of | 7 |
| Government Bking Cking w/i | | | | | |
| Opening balance +Deposits/Cred -Checks/Debits -Service charge +Interest paid Ending balance Days in Stateme | its E | 04-01-12 7 199 04-30-12 30 | | 7.69 8.56 0.00 5.28 | |
| Average Daily B Days in Earning Interest Earned Annual Percenta Interest Paid 1 | Balance gs Period d age Yield E | INFORMATION arned | | 30 5.28 0.40 % | |
| DATE DESCRIPTION | CHECK# | DEBITS | CREDITS | | BALANCE |
| Beginning Balance 04-02 Check Withdrawal | 91296 91364 91273 91355 91407 91395 91401 91385 91363 91365 91382 91410 91383 91342 91405 91344 91368 91368 91380 P | 588,795.23 20,063.41 6,605.08 5,775.00 3,408.10 2,511.20 2,430.66 2,268.08 1,923.47 1,175.63 1,132.00 1,068.05 520.68 400.00 367.45 300.00 275.00 236.87 220.00 200.00 | | 780 760 753 747 742 733 733 733 733 733 730 730 730 730 | 9,208.03 0,412.80 0,349.39 3,744.31 7,969.31 4,561.21 2,050.01 6,619.35 7,351.27 6,427.80 4,252.17 8,120.17 2,052.12 1,531.44 1,763.99 0,463.99 0,463.99 0,463.99 0,463.99 0,463.99 0,463.99 0,463.99 0,463.99 0,463.99 0,463.99 0,463.99 |

ROCKY POINT UFSD OUTSTANDING CHECK LIST AS OF APRIL 30, 2012

| CHECK# | CHECK DATE | CHECK AMOUNT |
|--------|------------|--------------|
| 90495 | 12/13/2011 | \$578.40 |
| 90541 | 12/13/2011 | \$96.40 |
| 90723 | 12/21/2011 | \$334.00 |
| 90737 | 12/21/2011 | \$75.00 |
| 91042 | 2/14/2012 | \$350.00 |
| 91056 | 2/14/2012 | \$465.00 |
| 91060 | 2/14/2012 | \$65.00 |
| 91264 | 3/21/2012 | \$44,853.00 |
| 91292 | 3/21/2012 | \$558.50 |
| 91379 | 3/28/2012 | \$687.50 |
| 91399 | 3/28/2012 | \$175.00 |
| 91435 | 4/4/2012 | \$37.99 |
| 91445 | 4/4/2012 | \$25,261.89 |
| 91466 | 4/4/2012 | \$23.23 |
| 91470 | 4/4/2012 | \$90.83 |
| 91487 | 4/17/2012 | \$175.00 |
| 91491 | 4/17/2012 | \$19.31 |
| 91504 | 4/17/2012 | \$450.00 |
| 91505 | 4/17/2012 | \$300.00 |
| 91510 | 4/24/2012 | \$217.50 |
| 91511 | 4/24/2012 | \$65.47 |
| 91512 | 4/24/2012 | \$39.99 |
| 91513 | 4/24/2012 | \$2,213.00 |
| 91514 | 4/24/2012 | \$444.00 |
| 91515 | 4/24/2012 | \$215.00 |
| 91517 | 4/24/2012 | \$28,050.30 |
| 91519 | 4/24/2012 | \$254.00 |
| 91520 | 4/24/2012 | \$448.80 |
| 91521 | 4/24/2012 | \$14,930.00 |
| 91522 | 4/24/2012 | \$10,599.02 |
| 91525 | 4/24/2012 | \$659,977.19 |
| 91526 | 4/24/2012 | \$2,240.00 |
| 91527 | 4/24/2012 | \$95.00 |
| 91528 | 4/24/2012 | \$14,950.00 |
| 91530 | 4/24/2012 | \$850.00 |
| 91534 | 4/24/2012 | \$30.00 |
| 91536 | 4/24/2012 | \$4,629.20 |
| 91537 | 4/24/2012 | \$12,858.21 |
| 91538 | 4/24/2012 | \$2,477.00 |
| 91544 | 4/24/2012 | \$118.98 |
| 91545 | 4/24/2012 | \$168.67 |
| 91546 | 4/24/2012 | \$10,734.75 |
| 91547 | 4/24/2012 | \$170.00 |
| 91549 | 4/24/2012 | \$28,528.63 |
| 91550 | 4/24/2012 | \$48.50 |
| 91551 | 4/24/2012 | \$336.00 |
| 91552 | 4/24/2012 | \$17.08 |
| 91553 | 4/24/2012 | \$960.00 |
| 91554 | 4/24/2012 | \$4,967.30 |
| 91556 | 4/24/2012 | \$280.00 |
| 91558 | 4/24/2012 | \$558.50 |

| 91559 | 4/24/2012 | \$687.50 |
|-------|-----------|----------------|
| 91561 | 4/24/2012 | \$13,753.00 |
| 91562 | 4/24/2012 | \$560,834.60 |
| 91563 | 4/24/2012 | \$3,481.20 |
| 91564 | 4/24/2012 | \$176.50 |
| 91565 | 4/24/2012 | \$594.07 |
| 91566 | 4/24/2012 | \$50.52 |
| 91567 | 4/24/2012 | \$124.93 |
| 91568 | 4/24/2012 | \$246.40 |
| 91570 | 4/24/2012 | \$190.00 |
| 91571 | 4/24/2012 | \$329.67 |
| 91572 | 4/24/2012 | \$7,000.00 |
| 91573 | 4/24/2012 | \$11,286.00 |
| 91574 | 4/24/2012 | \$6,056.00 |
| 91575 | 4/24/2012 | \$3,276.80 |
| 91577 | 4/24/2012 | \$275.00 |
| 91578 | 4/24/2012 | \$754.25 |
| 91579 | 4/24/2012 | \$1,225.00 |
| 91580 | 4/24/2012 | \$792.48 |
| 91581 | 4/24/2012 | \$800.00 |
| 91582 | 4/24/2012 | \$351.72 |
| 91583 | 4/24/2012 | \$455.00 |
| 91584 | 4/24/2012 | \$25,588.00 |
| 91585 | 4/24/2012 | \$214.50 |
| 91586 | 4/24/2012 | \$1,802.27 |
| 91587 | 4/24/2012 | \$699.00 |
| 91588 | 4/24/2012 | \$67.55 |
| 91590 | 4/24/2012 | \$384.26 |
| 91591 | 4/24/2012 | \$630.00 |
| | - | \$1,519,194.36 |

KUCKY PUINI UFSU 21/20/00

rage 1/1

DETAIL ACCOUNT TRANSACTIONS - A 2010 CAPITAL ONE AP CHECKING - 04/01/12 - 04/30/12

Report Completed 12,08 PM

Rocky Point Union Free School District Treasurer's Report Cafeteria ACH - C205 As of April 30, 2012

| Reconciled Balance a | as of: 3/31/2012 | | | 183,002.85 |
|------------------------|--------------------------------------|--------------------|-----------|------------|
| Receipts: | Discover Reimbursement Café Sales | 52.65 14,850.15 | 14,902.80 | 14,902.80 |
| Disbursements: | | | | |
| Total available baland | ce per General Ledger as of: | 4/30/2012 | | 197,905.65 |
| Bank Balance as of: | 4/30/2012 | | | 197,284.55 |
| Plus: | Deposit in Transit | | | 621.10 |
| Adjusted Bank Baland | ce as of : 4/30/2012 | | | 197,905.65 |

Prepared by:

E/2/2012

Reviewed by

5/2/201

MultiDay Balance Report -- for Linda Bilski

Date range: Apr 01, 2012 thru Apr 30, 2012

Ge on 01 at 08

| Bank Name | TD Bank |
|------------------------------|--|
| | Account Name: Cafeteria Fund ACH Revenue (USD) |
| Account Summary | Amount |
| Opening Ledger (as of 04/01 | |
| Total Credits | 516,256.95 - 1975.25 = 14 281.70 + 621.10 = 14902.80 |
| Total Debits | \$0.00 (17 apr.) (ur. May) |
| Closing Ledger (as of 04/30/ | 2012) \$197,284.55 for Ner! |

| Detail Credit Transactions | Amount | Availability | Bank Ref. | Cust Ref. | Deposit Item Detail | Notes |
|----------------------------|----------|--------------|------------|------------|---------------------|--|
| 04/02/2012 ACH Credit | \$306.10 | | 075360463 | 000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303181881 |
| 04/02/2012 ACH Credit | \$278.05 | | 075560533 | 0000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303167880 |
| 04/02/2012 ACH Credit | \$265.00 | | 074860288 | 000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303167880 |
| 04/02/2012 ACH Credit | \$250.00 | | 075260428 | 000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303172880 |
| 04/02/2012 ACH Credit | \$230.00 | 1975.75 | ,075160393 | 000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303167880 |
| 04/02/2012 ACH Credit | \$208.05 | Mar. | 075660568 | 0000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303172880 |
| 04/02/2012 ACH Credit | \$148.05 | | 075460498 | 000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303194884 |
| 04/02/2012 ACH Credit | \$130.00 | | 075760603 | 000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303181881 |
| 04/02/2012 ACH Credit | \$80.00 | | 074960323 | 000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303172880 |
| 04/02/2012 ACH Credit | \$50.00 | | 075060358 | 000000000 | | AC-MERCHANT BANKCD - DEPOSIT 362303194884 |
| 04/02/2012 ACH Credit | \$30.00 |]- | 075860638 | 000000000 | | AC-MERCHANT BANKCD - DEPOSIT |

Help Bulletins Contact Logout TD Bank TreasuryDirect Balance Report MultiDay MultiDay Balance Report -- for Linda Bilski G Date range: May 01, 2012 thru May 02, 2012 10 03 at 1(Bank Name TD Bank Account Name: Cafeteria Fund ACH Revenue (USD) Account Summary Amount Opening Ledger (as of 05/01/2012) \$197,284.55 \$621.10 Total Credits Total Debits \$0.00 Closing Ledger (as of 05/02/2012) \$197,905.65 Detail Credit Transactions Amount Availability Bank Ref. Cust Ref. Deposit Item Detail Notes \$70.00 216860124 0000000000 05/01/2012 ACH Credit AC-MERCHANT BANKCD -DEPOSIT 362303172880 \$278.05 AC-MERCHANT 05/02/2012 ACH Credit 792814785 0000000000 BANKCD -DEPOSIT 362303172880 05/02/2012 ACH Credit \$120.00 AC-MERCHANT 792914799 0000000000 BANKCD -DEPOSIT 362303181881 \$78.05 AC-MERCHANT 05/02/2012 ACH Credit 793014813 0000000000 BANKCD -DEPOSIT 362303194884 05/02/2012 ACH Credit \$75.00 792714771 00000000000 AC-MERCHANT BANKCD -DEPOSIT 362303167880 Item Count 5 \$621.10

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- 04/30/12 TD-CAFETERIA ACH REVENUE - 04/01/12 - C205 DETAIL ACCOUNT TRANSACTIONS

| 1/01/12 | | BALANCE 07/01/11 - 03/31/12 | | 00.00 | 0.00 | 183,002.85 |
|------------------------------|--------------------|-----------------------------|--------|----------|------|--------------------------|
| 04/27/12 102 04/30/12 102 | 1020616 1020612 | DISCOVER PROMOTION-MEM | OR-III | 52,65 | 00'0 | 183,055,50 187,898,80 |
| 100 | 1020613 | JAE ACH | CR-11 | 3,350.25 | 0.00 | 191,249.05 |
| | 1020614 | RPHS ACH | CR-11 | 2,560.25 | 0.00 | 193,809.30 |

Report Completed 2:14 PM

Rocky Point Union Free School District Treasurer's Report Federal Fund Checking - F205 As of April 30, 2012

| Reconciled Balance a | as of: 3/31/2012 | | | 521,568:01 |
|-------------------------|-----------------------------------|------------------|-----------|-------------|
| Receipts: | LI Mini Grants Mentor Interest | 800.00 171.85 | | 971.85 |
| Disbursements: | Cash Disbursements | | 24,512.75 | (24,512.75) |
| Total available balance | ce per General Ledger as of: | 4/30/2012 | | 498,027.11 |
| | | | | |
| Bank Balance as of: | 4/30/2012 | | | 522,539.86 |
| Less: | Outstanding Checks | | | (24,512.75) |
| Adjusted Bank Baland | ce as of: 4/30/2012 | | | 498,027.11 |

Prepared by: Linda Belski Date: 5/1/2012

Reviewed by: Date:

5/1/2012

ExportData[10]

Direct inquiries to Customer Service (877) 694-9111

ROCKY POINT UFSD FEDERAL CHECKING 90 ROCKY POINT YAPHANK RD ROCKY POINT NY 11778-8423

| | | 2 ENCLOSURE | ES Page | 1 of | 1 |
|--|----------------------------------|--------------------------------------|--------------------|--|--|
| Government Bking Cking w/i | | | | | |
| Opening balance +Deposits/Credi -Checks/Debits -Service charge +Interest paid Ending balance Days in Stateme | ts | 04-01-12 1 2 04-30-12 30 | 10,1 | 568.01 800.00 L00.00 0.00 171.85 339.86 | |
| Average Daily B Days in Earning Interest Earned Annual Percenta Interest Paid t | alance s Period ge Yield E | INFORMATION | 1 | 054.67 30 71.85 0.40 % 41.97 | |
| DATE DESCRIPTION | CHECK# | DEBITS | CREDITS | Е | BALANCE |
| Beginning Balance 04-02 Check Withdrawal 04-09 Check Withdrawal 04-27 Customer deposit 04-30 Interest paid Ending balance | 3750 3746 | 1,000.00 9,100.00 | 800.00 171.85 | 530, 521, 522, 522, | 668.01 668.01 568.01 368.01 539.86 539.86 |
| CHECKS PAID DURING STATEMENT | T PERIOD | * INDICATES C | HECK OUT OF S | EQUENCE | |
| 0.4 0.0 | Amount 100.00 | Date 04-02 | Check No. 3750* | Amount 1,000.00 | |

Bank Reconciliation Outstanding Checks Listing as of 04/30/12

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eport Completed 2:21 PM

- F 205 CAPITAL ONE CHECKING - 04/01/12 - 04/30/12 DETAIL ACCOUNT TRANSACTIONS

leport Completed 2:26 PM

Rocky Point Union Free School District Treasurer's Report Capital Fund Checking - H205 As of April 30, 2012

| Reconciled Balance as of: 3/31/2012 | | | 903,874.17 |
|---|-----------|----|------------|
| Receipts: Interest | 296.67 | | 296.67 |
| Disbursements: | | | |
| | | | 0.00 |
| Total available balance per General Ledger as of: | 4/30/2012 | | 904,170.84 |
| | | 34 | |
| Bank Balance as of: 4/30/2012 | | | 904,170.84 |
| Adjusted Bank Balance as of : 4/30/2012 | | | 904,170.84 |

Prepared by: Linda Bilske
Date: 5/1/2012

Reviewed by: Date:

ExportData[6]

Direct inquiries to Customer Service (877) 694-9111

ROCKY POINT UFSD CAPITAL FUND CHECKING
90 ROCKY POINT YAPHANK RD
ROCKY POINT NY
11778-8423

| | | 1 ENCLOSURE | S Page | 1 of | 1 |
|--|-------------------------------|--------------------------------------|-----------|--------------------------------|--|
| Government Bking Cking w/i | | | | | |
| Opening balance +Deposits/Credit -Checks/Debits -Service charge +Interest paid Ending balance Days in Statemen | | 04-01-12 0 1 04-30-12 30 | nest con | 0.00 25.05 0.00 96.67 | |
| Average Daily Ba Days in Earnings Interest Earned Annual Percentage Interest Paid th | lance Period e Yield Ea | INFORMATION | | 04.17 30 96.67 0.40 % | |
| DATE DESCRIPTION | CHECK# | DEBITS | CREDITS | | BALANCE |
| Beginning Balance 04-05 Check Withdrawal 04-30 Interest paid Ending balance | 838 | 6,225.05 | 296.67 | 90 | 10,099.22 03,874.17 04,170.84 04,170.84 |
| CHECKS PAID DURING STATEMENT | PERIOD | | | | |
| | Amount 225.05 | Date | Check No. | Amount | : |

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| BALANGE | 903,874.17 | 904,170,84 904,170,84 |
| GREDINS | 0.00 | 00.0 |
| DEBINS | 0.00 | 296.67 |
| # | | GR-11 TOTALS |
| 195 | 11 - 03/31/12 | |
| EXPLANATION | BALANCE 07/01/11 - | INTERESTIREVENUE |
| VEND# | | |
| WWW. | | 3 |
| DATE REF | 14/01/12 | 14/30/1/2 |

eport Completed 2:38 PM

Rocky Point Union Free School District Treasurer's Report Trust and Agency Checking - T204 As of April 30, 2012

| Reconciled Balance as of: | 3/31/2012 | | | 568,808.62 |
|-----------------------------|--|---|--|----------------|
| Receipts: | Redeposit Funding Transfers AFLAC Refund Field Trips Spring Chorus Tee Shirts Interest Revenue | 48.00 1,076,475.83 75.12 11,783.00 798.00 265.75 | | 1,089,445.70 |
| Disbursements: | Cash Disbursements NSF Checks MTA Tax Payment ERS April Contribution | | 962,380.49 101.00 30,894.59 10,186.94 | (1,003,563.02) |
| Total available balance per | General Ledger as of: | 4/30/2012 | | 654,691.30 |
| Bank Balance as of: | 4/30/2012 | | | 676,128.09 |
| Less: | Outstanding Checks | | | (21,436.79) |

4/30/2012

Prepared by:

Adjusted Bank Balance as of :

5/2/2012

Reviewed by: Date:

5/2/2012

654,691.30

ExportData[8]

Direct inquiries to Customer Service (877) 694-9111

ROCKY POINT UFSD TRUST AND AGENCY ACCOUNT 90 ROCKY POINT YAPHANK RD ROCKY POINT NY

11778-8423

| | | 20 ENCLOSURES | Page | 1 of 3 |
|---|--------------------------------------|---|--|--|
| Government Bking Cking w/i | | | | |
| Opening balance +Deposits/Credits -Checks/Debits -Service charge +Interest paid Ending balance Days in Statement | 2 0 | 04-01-12 11 36 04-30-12 | | 9.95 8.11 0.00 5.75 |
| Average Daily Bal Days in Earnings Interest Earned Annual Percentage Interest Paid thi | ance Period Yield | INFORMATION Earned | | 1.18 30 5.75 0.40 % 3.11 |
| DATE DESCRIPTION | CHECK# | DEBITS | CREDITS | BALANCE |
| Beginning Balance 04-02 ACH Withdrawal DEBITS | | 15,660.19 | | 630,200.50 614,540.31 |
| 040212 ROCKY POINT UF 04-02 Check Withdrawal 04-03 Check Withdrawal 04-03 Check Withdrawal 04-03 Check Withdrawal 04-03 Check Withdrawal 04-04 Book transfer credit | 9763 9769 9768 9767 9749 | 9,686.83 14,991.53 4,061.54 446.25 187.96 | 550,639.29 | 604,853.48 589,861.95 585,800.41 585,354.16 585,166.20 1,135,805.49 |
| 04-04 Customer deposit 04-04 Customer deposit 04-04 Customer deposit 04-04 Customer deposit 04-04 Check Withdrawal 04-04 Check Withdrawal 04-05 Chargeback NSF 1st time | 9764 9771 | 14,715.00 116.42 14.00 040412 | 3,568.00 1,201.00 1,000.00 910.00 | 1,139,373.49 1,140,574.49 1,141,574.49 1,142,484.49 1,127,769.49 1,127,653.07 1,127,639.07 |
| 04-05 Chargeback | | 14.00 Page 1 | | 1,127,625.07 |

Bank Reconciliation Outstanding Checks Listing as of 04/30/12

| энеок# | ISSUEDATE | HEGK# | AMOUNT | OLEARED GIEARIDATE |
|--------------|----------------------|---|---------------------|--------------------|
| 3772 | 03/28/12 | VOTE COPE | 368.50 | Z |
| 7775 1778 | 04/04/12 04/04/12 | ROCKY POINT ADMINASSOCIA SHERIFF OF SUFFOLK COUNTY | 38,26 | |
| 9780 | 04/04/12 | VOTE COPE | 368.50 | Z |
| 9783 | 04/04/12 | NYSSMA | 3,859.00 | Z |
| 9785 9786 | 04/24/12 04/24/12 | NYS CHILD SUPPORT PROCESS | 70/301/00 313/22 | |
| 3787 | 04/24/12 | NYSUT MEMBER BENEFITS TRU | 715.37 | |
| 9788 | 04/24/12 | ROCKY POINT ADMIN ASSOCIA | 446.25 | Z |
| 9789 9791 | 04/24/12 04/24/12 | ROCKY POINT SCHIREL PERS SHERIFF OF SUFFOLK COUNTY | 4,076109 24,44 | |
| 9792 | 04/24/12 | US DEPARTMENT OF EDUCATIO | 116.42 | Z |
| 9793 | 04/24/12 | VOTE COPE | 363.50 | Z |
| | | GRAND TOTAL | 2//436/79 | |

eport Completed 2:51 PM

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TOTAL CHECKS

KUCKY FUINI UFSU

r/n afin.i

DETAIL ACCOUNT TRANSACTIONS - T 204 CAPITAL ONE TRUST & AGENCY - 04/01/12 - 04/30/12

| 14/01/12 | | BALANCE 07/01/11 - 03/31/12 | | 0.00 | 00.00 | 568,808.62 |
|----------------------|---|--|-----------------|------------------|---|----------------|
| 14/01/12 | 249 | MTA TAX PAYMENT | UE:21 | 0.00 | 30,894,59 | 537,914,03 |
| 14/03/112 | 1020538 | NYSSMA SOLO & ENSEMBLE | OR-9 | 1,201,00 | 0000 | 539,115,03 |
| 14/03/12 | 1020539 | 2ND GRADE SAFETY TOWN T | CR-9 | 1,000.00 | 00.00 | 540,115.03 |
| 14/03/12 | 1020540 | MS- FIELD TRIP | CR-9 | 3,568.00 | 0.00 | 543,683.03 |
|)4/04/12 | 1020541 | 2ND GR. SAFETY TOWN TRIP | GR-9 | 910.00 | 0.00 | 544,593,03 |
|)4/04/12 | | * SEE CASH DISBURSEMENT | CD-39 | 0000 | 7,440.17 | 537,1152,86 |
|)4/16/12 | 1020543 | TRUST & AGENCY DEDUCTIO | CR-11 | 550,639.29 | 0.00 | 1,087,792.15 |
| 04/17/12 | 1020546 | SPRING CHORUS T SHIRTS | CR-9 | 511.00 | 0.00 | 1,088,303.15 |
| 4/17/12 | 253 | | JELZA | 00'0 | 14,00.17 | 1,088,289,15 |
| 04/17/12 | 254. | NSF CHECK-BONELLO | JE-24 | 00.00 | 14,00 | 1,088,275,15 |
| 34/17/12 | 1020547 | FIELD TRIP - SCIENCE CENT | CR-9 | 844.00 | 00'0 | 1,089,119.15 |
| 04/17/12 | 1020548 | RPUFSD TERMINATED BY RE | CR-9 | 75.12 | 0.00 | 1,089,194.27 |
| 04/18/12 | 256 | 2.5 | JE-21 | 00:00 | 20,00 | 7.477.4.27 |
| 04/20/12 | 258 | NSF CHECK-STRUSS | JE-2d | 0.00 | 14.00 | 1,089,160,27 |
| 04/20/12 | 1020583 | REDEPOSIT | CR-9 | 20.00 | 00.00 | 1,089,180.27 |
| 04/20/12 | 1020584 | BENNER'S FARM | CR-9 | 805.00 | 0.00 | 1,089,985.27 |
| 04/20/12 | 1020585 | MS FIELD TIMP 16T OB ROTENTED | OR.9 | 42.00 | 00.0 | 7,090,027,27 |
| 04/24/12 | 1020594 | 2ND GR TRIP- SAFETY TOWN | CR-9 | 520.00 | O OO | 1 091 184 27 |
| 04/24/12 | 1020595 | SPRING CONCERT - T SHIRT | CR-9 | 28.00 | 0.00 | 1,091,212.27 |
| 04/24/12 | Will 1020596 | ZND GR OHORUST SHIRTS | CR49 | 224,00 | 是 | 1,091,436,27 |
| 04/24/12 | 1020597 | | OR-9 | 35.00 | 0000 | 1,091,471.27 |
| 04/24/12 | 1020598 | - | CR-9 | 1,008.00 | 0.00 | 1,092,479.27 |
| 04/24/12 | 1020599 | BROOKHAVEN SCIENCE LAB | CR-9 | 144.00 | 0.00 | 1,092,623.27 |
| 04/24/12 | 1020600 | BROOKHAVEN SOIENGELAB | CR.9 | 541.00 | 0000 | 1,093,164,27 |
| 04/25/12 | 1020590 | CHEST OF THE CONTRACT OF THE C | の大学には、一般などのである。 | 629,639 | 100 00 00 00 00 00 00 00 00 00 00 00 00 | 1,61,91,000,81 |
| 04/25/12 | 2/4 | NOT CHECK-CASE T-ZND LIM | JE-21 | 00.00 | 20.00 | 1,618,980.81 |
| 04/2//12 | 1020601 | SAFELT LOWIN | GK-9 | 20.00 | 0.00 | 1,619,000.81 |
| 04/27/12 04/27/12 | 1020603 | BNLTRIP | O.W.O O.W.O | 35/100 192.00 | 00.0 | 1,619,551,81 |
| 04/27/12 | 268 | NSF CHECK-JALAJAS | JE-21 | 0.00 | 13.00 | 1,619,530.81 |
| 04/27/12 | 1020621 | REDEPOSIT | CR-9 | 28.00 | 0.00 | 1,619,558.81 |
| 04/30/12 | 261 | ERSIAPRIC CONTRIBUTION ** SEE CASH DISBURSEMENT | JE-21 CD-42 | 0.00 | 10,186,94 470,693,39 | 1,609,377.87 |
| 04/30/12 | okari kar roji elimooooolojimooloji yaha ka alaarahi indoni elimonooooooooooooooooooooooooooooooooooo | | CD-40 | 00.0 | 484,246.93 | 654,431.55 |
| 04/30/12 | 1020619 | INTEREST REVENUE | CR-11 | 265.75 | 0.00 | 654,697,30 |

Report Completed 2:06 PM

Rocky Point Union Free School District Treasurer's Report Net Payroll Checking - T205 As of April 30, 2012

| Reconciled Balance a | s of: 3/31/2012 | | 13,577.59 |
|-------------------------|------------------------------|------------------------|----------------|
| Receipts: | Interest Funding Transfer | 111.79 1,678,589.23 | 1,678,701.02 |
| Disbursements: | Disburse Net Payroll | 1,678,589.23 | (1,678,589.23) |
| Total available balance | e per General Ledger as of: | 4/30/2012 | 13,689.38 |
| | | | |
| | | | |
| Bank Balance as of: | 4/30/2012 | | 26,020.36 |
| Less: | Outstanding Checks | | (12,330.98) |
| Adjusted Bank Balanc | ee as of: 4/30/2012 | | 13,689.38 |

Prepared by: Luda Belski Date: 5/2/2012

Reviewed by: Date:

5/2/2012

ExportData[10]

Direct inquiries to Customer Service (877) 694-9111

ROCKY POINT UFSD PAYROLL ACCOUNT 90 ROCKY POINT YAPHANK RD ROCKY POINT NY

11778-8423

| | | 113 ENCLOSURES | Page | 1 of | 5 |
|--|---|--|--|---|--|
| Government Bking Cking w/i | i | | | | |
| Opening baland +Deposits/Cred -Checks/Debits -Service chard +Interest paid Ending balance Days in Statem | dits s ge d | 04-01-12 3 115 04-30-12 30 | 67,914 1,678,624 1,720,630 (113 26,020 | 4.60 0.50 0.00 1.79 | |
| Average Daily Days in Earnin Interest Earne Annual Percent Interest Paid | Balance ngs Period ed age Yield E | INFORMATION Earned | (| 9.03 30 1.79 0.40 % 1.26 | |
| DATE DESCRIPTION | CHECK# | DEBITS | CREDITS | | BALANCE |
| Beginning Balance 04-02 Check Withdrawal | 81210 81206 81208 81179 81222 81188 81189 81181 81186 81177 81183 81177 81212 81202 80761 81193 81201 81191 81198 | 2,980.62 2,972.95 2,643.05 2,475.56 2,468.39 2,351.43 2,257.59 2,229.90 1,719.54 1,396.39 1,274.50 1,269.73 | | 666665555444443333333333333333333333333 | 7,914.47 7,073.94 66,729.73 66,624.97 62,851.22 69,870.60 64,254.60 61,779.04 69,310.65 64,254.60 61,779.04 69,310.65 62,471.73 69,355.80 8,081.30 6,811.57 |

ROCKY POINT UFSD OUTSTANDING CHECK LIST AS OF APRIL 30, 2012

| Check # | Check Date | Check Amt. |
|---------|------------|-------------|
| 81262 | 4/13/2012 | \$90.85 |
| 81271 | 4/13/2012 | \$94.35 |
| 81273 | 4/27/2012 | \$2,531.37 |
| 81277 | 4/27/2012 | \$2,475.56 |
| 81280 | 4/27/2012 | \$1,089.17 |
| 81283 | 4/27/2012 | \$1,624.92 |
| 81287 | 4/27/2012 | \$1,056.81 |
| 81290 | 4/27/2012 | \$504.80 |
| 81294 | 4/27/2012 | \$1,368.93 |
| 81295 | 4/27/2012 | \$988.27 |
| 81303 | 4/27/2012 | \$173.54 |
| 81306 | 4/27/2012 | \$272.55 |
| 81307 | 4/27/2012 | \$36.83 |
| 81308 | 4/27/2012 | \$23.03 |
| | | \$12,330.98 |

- T 205 CAPITAL ONE NET PAYROLL - 04/01/12 - 04/30/12 DETAIL ACCOUNT TRANSACTIONS

| 13,577.59 | 879(054.59 13,577,59 | 326,689.82 | 13,577.59 | 13,689,38 |
|-----------------------------|--|--------------------------|--------------------------|----------------------------|
| 13.0 | 879) 13. | 826,0 | 13,6 | 131 |
| 0.00 | 0.00 | 0.00 | 313,112.23 | 0.00 |
| | 8 | | 8 | |
| 0.00 | 865,477.00 0.00 | 813,112.23 | 0.00 | 111.79 |
| | | | | |
| | 3 | 7 | 3 | |
| | CR-111 JE-23 | CR-11 | JE-23 | CR-11 |
| 13/31/12 | OLL 4.13. EDUCTI | JLL 4.27. | EDUCTI | |
| 07/01/11 - 0 | VET PAYR D & T&A D | FUNDING NET PAYROLL 4.27 | FICA & MED & T&A DEDUCTI | REVENUE |
| BALANCE 07/01/11 - 03/31/12 | FUNDING NET PAYROLL 4:13 FICA & MED & T&A DEDUCTI | FUNDING | FICA & ME | INTEREST REVENUE |
| | | | | And the first of the first |
| | | | | |
| | | | | |
| 4/01/12 BALANCE 07/01/ | 537 | 589 | | 522 |
| | 1020537 | 1020589 | 264 | 1020622 |
| 14/01/12 | 14/04/12 | 14/25/12 |)4/27/12 | 04/30/12 |

eport Completed 19:48 AM

Rocky Point Union Free School District Treasurer's Report Scholarship Fund Checking - U200 As of April 30, 2012

| Reconciled Balance as of: 3/31/2012 | | | | 4,326.16 |
|---|-----------|------|------|----------|
| Receipts: | | | | |
| Interest | | 1.42 | | 1.42 |
| Disbursements: | | | 0.00 | 0.00 |
| Total available balance per General Ledger as of: | 4/30/2012 | | | 4,327.58 |
| | | | | |
| Bank Baiance as of: 4/30/2012 | | | | 4,327.58 |

Prepared by: Linda Bilski Date: 5/1/2012

Reviewed by: Date:

15/1/2012

ExportData[9]

Direct inquiries to Customer Service (877) 694-9111

ROCKY POINT UFSD SCHOLARSHIP CHECKING 90 ROCKY POINT YAPHANK RD ROCKY POINT NY

11778-8423

| | | | 0 ENCLOSURES | Page | 1 of | 1 |
|-------|--|---|--------------------|---------|-----------------------|----------------------------------|
| Gove | rnment Bking Cking | w/i | | | | |
| | Opening ba ÷Deposits/ -Checks/De -Service o | Credits bits harge | 04-01-12 0 0 | 4,3 | 0.00 0.00 0.00 | |
| | +Interest Ending bal Days in St Interest P | paid ance atement Period aid this Year | 04-30-12 30 | 4,3 | 1.42 27.58 6.79 | |
| DATE | DESCRIPTION | CHECK# | DEBITS | CREDITS | | BALANCE |
| 04-30 | Beginning Balance Interest paid Ending balance END OF STATEMENT | | | 1.42 | | 4,326.16 4,327.58 4,327.58 |

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| 04/01/12-04/30/12 | |
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Rocky Point Union Free School District Treasurer's Report Scholarship Fund - Money Market U201 As of April 30, 2012

| Reconciled Balance as of: 3/31/2012 | | | | 23,629.14 |
|---|-----------|--------|------|-----------|
| Receipts: "Live Like Susie" Memorial Scholarship Interest | | 200.00 | | 207.76 |
| Disbursements: | | | 0.00 | 0.00 |
| Total available balance per General Ledger as of: | 4/30/2012 | | | 23,836.90 |
| | | | | æ |
| Bank Balance as of: 4/30/2012 | | | | 23,836.90 |

Prepared by:

Date:

5/2/2012

Reviewed by:

Date:

ExportData[11]

Direct inquiries to Customer Service (877) 694-9111

ROCKY POINT UFSD SCHOLARSHIP INVESTMENT 90 ROCKY POINT YAPHANK RD ROCKY POINT NY

11778-8423

| Covernment | Bking Cking w/i | 0 ENCLOSURES | Page | 1 of 1 |
|-------------|---|--------------------|-------------|--|
| Government | | | | |
| | Opening balance +Deposits/Credits -Checks/Debits -Service charge | 04-01-12 1 0 | 23,62 20 | 0.00 0.00 0.00 |
| | ÷Interest paid Ending balance Days in Statement Perio | 04-30-12 d 30 | 23,83 | 7.76 36.90 |
| | INTERES Average Daily Balance Days in Earnings Period Interest Earned | T INFORMATION | 23,67 | 79.14 30 7.76 |
| | Annual Percentage Yield Interest Paid this Year | Earned | 3 | 0.40 % 33.47 |
| DATE DESCRI | PTION CHECK# | DEBITS | CREDITS | BALANCE |
| | ning Balance ner deposit est paid g balance s STATEMENT | | 200.00 7.76 | 23,629.14 23,829.14 23,836.90 23,836.90 |

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| SOH# BALANCE | 0.00 | CR-7 CR-11 | 207.76 0.00 |
|----------------|-------------------------------------|---------------------------------------|-------------|
| DATE NEFT INV# | 4/01/12 BALANCE 07/01/11 - 03/31/12 | 4/20/12 1020580 CR 4/30/12 1020626 | |

Report Completed 10:36 AM

Rocky Point Union Free School District Treasurer's Report Debt Service Fund Checking - V200 As of April 30, 2012

| Reconciled Balance as of: 3/31/2012 | | | 736,261.57 |
|---|-----------|-----|------------|
| Receipts: | | | |
| Interest | 241.4 | 14_ | 241.44 |
| Disbursements: | | | |
| | | | 0.00 |
| Total available balance per General Ledger as of: | 4/30/2012 | | 736,503.01 |
| | | | |
| | | | |
| Bank Balance as of: 4/30/2012 | | | 736,503.01 |

Prepared by:

Date:

5/2/2012

Reviewed by:

Date.

ExportData[7]

Direct inquiries to Customer Service (877) 694-9111

ROCKY POINT UFSD DEBT SERVICE FUND 90 ROCKY POINT YAPHANK RD ROCKY POINT NY

11778-8423

| | | 0 ENCLOSURES | Page : | l of 1 |
|-------|--|--|----------------------------------|--|
| Gove | rnment Bking Cking w/i | | | |
| | Opening balance +Deposits/Credits -Checks/Debits -Service charge +Interest paid Ending balance Days in Statement | 04-01-12 0 0 0 04-30-12 Period 30 | 0. | 00 00 00 44 |
| | IN Average Daily Balan Days in Earnings Pe Interest Earned Annual Percentage \ Interest Paid this | eriod Mield Earned | 736,261. 241. 0. 1,156. | 30 44 40 % |
| DATE | DESCRIPTION CH | HECK# DEBITS | CREDITS | BALANCE |
| 04-30 | Beginning Balance Interest paid Ending balance END OF STATEMENT | | 241.44 | 736,261.57 736,503.01 736,503.01 |

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Report Completed 10:47 AM

ROCKY POINT UNION FREE SCHOOL DISTRICT STUDENT ACTIVITY ACCOUNTS FOR THE MONTH ENDED APRIL 2012

| NAME OTHER LIABILITY CLASS OF 2011 CLASS OF 2012 CLASS OF 2013 | 4/1/2012 BEG. BAL. \$0.00 | RECEIPTS | | JE | |
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| OTHER LIABILITY CLASS OF 2011 CLASS OF 2012 CLASS OF 2013 | BEG. BAL. \$0.00 | RECEIPTS | | | |
| OTHER LIABILITY CLASS OF 2011 CLASS OF 2012 CLASS OF 2013 | BEG. BAL. \$0.00 | RECEIPTS | | | |
| OTHER LIABILITY CLASS OF 2011 CLASS OF 2012 CLASS OF 2013 | BEG. BAL. \$0.00 | RECEIPTS | | | |
| OTHER LIABILITY CLASS OF 2011 CLASS OF 2012 CLASS OF 2013 | BEG. BAL. \$0.00 | RECEIPTS | | OR | 4/30/2012 |
| OTHER LIABILITY CLASS OF 2011 CLASS OF 2012 CLASS OF 2013 | \$0.00 | ILLULII IU | DISB | TRANSFERS | END BAL |
| CLASS OF 2011 CLASS OF 2012 CLASS OF 2013 | | | | THOUSE ENGINEER | \$0. |
| CLASS OF 2012 CLASS OF 2013 | | | | | \$0. |
| CLASS OF 2013 | \$367.14 | | | | \$367. |
| | \$1,329.46 | | | | \$1,329. |
| CLASS OF 2014 | \$794.66 | | | | \$794. |
| FJC KINDERGARTEN | \$8.64 | | | | \$8. |
| FASHION CLUB | \$975.43 | | | 3 3 3 3 | \$975. |
| | | | | | \$104. |
| | | | - | | \$1,134. |
| ~~~~ | | \$1.560.00 | | | \$1,574. |
| | | \$1,000.00 | \$1.405.00 | | \$1,756. |
| | | | 01,400.00 | | \$512. |
| | | | | | \$6,936. |
| | | \$2,075,00 | \$509.69 | (\$35,00) | \$14,820. |
| | | J_,0,0.00 | 2003.00 | 1000.00/ | \$0. |
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| | | | | | \$195. |
| | | \$218.00 | | | \$293.2 |
| | | \$210.00 | | | \$867.9 |
| | | | | | \$729.0 |
| | | | | | \$424. |
| | | \$85.00 | | (\$80,00) | \$41,638 |
| | | 400.00 | SRDR D1 | (400.00) | \$31,005.0 |
| | | | \$500.01 | | \$1,344. |
| | | | | - | \$2,195.0 |
| | | | \$105.80 | | \$3,948.6 |
| | | | \$180.00 | | \$0.0 |
| | | | | \$30.08 | \$204. |
| CONTEGO TONDO | \$104.78 | | | 405.50 | \$204. |
| TOTALS | \$120,567.43 | \$3,938.00 | \$3,130.75 | -\$75.04 | \$121,299. |
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| | | | | CASH | 4/30/2012 |
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| | 4/1/2012 BEG. BAL. | RECEIPTS | DISB. | MOVE | END BAL. |
| | HISTORY CLUB LEADERS CLUB MATH HONOR SOCIETY VARSITY CLUB SCIENCE CLUB STUDENT COUNCIL-MS MS/YEARBOOK MS ART CLUB HIGH SCHOOL STORE MS SCHOOL STORE IICER NEIGHBOR CLUB BANN-KIN FBLA CLUB COMMUNITY SERVICE GERMAN CLUB SKILLS USA CAP S.A.D.D. THESPIAN TROUPE YEARBOOK CLUB HS STUDENT COUNCIL ART CLUB BUSINESS HONOR AE STUDENT COUNCIL JE FROM OTHER FUNDS SURPLUS FUNDS | HISTORY CLUB \$104.67 LEADERS CLUB \$1,134.48 MATH HONOR SOCIETY \$14.01 VARSITY CLUB \$3,161.23 SCIENCE CLUB \$512.32 STUDENT COUNCIL-MS \$6,936.15 MS/YEARBOOK \$13,290.59 MS ART CLUB \$0.00 HIGH SCHOOL STORE \$2,314.62 MS SCHOOL STORE \$2,314.62 MS SCHOOL STORE \$213.71 IICER NEIGHBOR CLUB \$3,089.17 BANN-KIN \$255.59 FBLA CLUB \$1,555.10 COMMUNITY SERVICE \$922.75 GERMAN CLUB \$195.45 SKILLS USA \$75.23 CAP \$867.96 S.A.D.D. \$729.00 THESPIAN TROUPE \$424.88 YEARBOOK CLUB \$41,633.11 AS STUDENT COUNCIL \$31,813.01 ART CLUB \$1,344.73 BUSINESS HONOR \$2,195.08 AE STUDENT COUNCIL \$4,144.47 JE FROM OTHER FUNDS \$0.00 SURPLUS FUNDS \$164.79 | HISTORY CLUB \$104.67 LEADERS CLUB \$1,134.48 MATH HONOR SOCIETY \$14.01 \$1,560.00 VARSITY CLUB \$3,161.23 SCIENCE CLUB \$512.32 STUDENT COUNCIL-MS \$6,936.15 MS/YEARBOOK \$13,290.59 \$2,075.00 MS ART CLUB \$0.00 HIGH SCHOOL STORE \$2,314.62 MS SCHOOL STORE \$213.71 IICER NEIGHBOR CLUB \$3,089.17 BANN-KIN \$255.59 FBLA CLUB \$1,555.10 COMMUNITY SERVICE \$922.75 GERMAN CLUB \$195.45 SKILLS USA \$75.23 \$218.00 CAP \$867.96 S.A.D.D. \$729.00 THESPIAN TROUPE \$424.88 YEARBOOK CLUB \$1,344.73 BUSINESS HONOR \$2,195.08 AE STUDENT COUNCIL \$4,144.47 JE FROM OTHER FUNDS \$0.00 SURPLUS FUNDS \$164.79 | HISTORY CLUB \$1,134.48 MATH HONOR SOCIETY \$14.01 \$1,560.00 VARSITY CLUB \$3,161.23 \$1,405.00 SCIENCE CLUB \$512.32 STUDENT COUNCIL-MS \$6,936.15 MS/YEARBOOK \$13,290.59 \$2,075.00 \$509.69 MS ART CLUB \$0.00 HIGH SCHOOL STORE \$2,314.62 MS SCHOOL STORE \$213.71 \$12.25 IICER NEIGHBOR CLUB \$3,089.17 \$200.00 BANN-KIN \$255.59 FBLA CLUB \$1,555.10 COMMUNITY SERVICE \$922.75 GERMAN CLUB \$195.45 SKILLS USA \$75.23 \$218.00 CAP \$867.96 S.A.D.D. \$729.00 THESPIAN TROUPE \$424.88 YEARBOOK CLUB \$1,344.73 BUSINESS HONOR \$2,195.08 AE STUDENT COUNCIL \$4,144.47 \$195.80 SURPLUS FUNDS \$164.79 | HISTORY CLUB \$104.67 LEADERS CLUB \$1,134.48 MATH HONOR SOCIETY \$14.01 \$1,560.00 VARSITY CLUB \$3,161.23 \$1,405.00 SCIENCE CLUB \$512.32 STUDENT COUNCIL-MS \$6,936.15 MS/YEARBOOK \$13,290.59 \$2,075.00 \$509.69 (\$35.00) MS ART CLUB \$0.00 HIGH SCHOOL STORE \$2,314.62 MS SCHOOL STORE \$213.71 \$12.25 IICER NEIGHBOR CLUB \$3,089.17 \$200.00 BANN-KIN \$255.59 FBLA CLUB \$1,555.10 COMMUNITY SERVICE \$922.75 GERMAN CLUB \$195.45 SKILLS USA \$75.23 \$218.00 CAP \$887.96 S.A.D.D. \$729.00 THESPIAN TROUPE \$424.88 YEARBOOK CLUB \$1,344.73 BUSINESS HONOR \$2,195.08 AE STUDENT COUNCIL \$31,813.01 ART CLUB \$1,344.73 BUSINESS HONOR \$2,195.08 AE STUDENT COUNCIL \$4,144.47 S195.80 SURPLUS FUNDS \$164.79 \$39.96 |

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Rocky Point Union Free School District Treasurer's Report Extra Class Checking - X201 As of April 30, 2012

| Reconciled Balance as | s of: 3/31/2012 | | | 120,567.43 |
|-------------------------|---|--|--------------------|------------|
| Receipts: | Redeposit Avon Fundraiser Fundraiser for Julia Sales Drive Interest | 85.00 218.00 1,560.00 2,075.00 39.96 | | 3,977.96 |
| Disbursements: | | | | |
| | NSF Checks Cash Disbursements | | 115.00 3,130.75 | (3,245.75) |
| Total available balance | e per General Ledger as of: | 4/30/2012 | | 121,299.64 |
| | | | | |
| Bank Balance as of: | 4/30/2012 | | | 121,299.64 |
| Less: | Outstanding Checks | | | |
| | | | | 121,299.64 |

Prepared by:

5/2/201

Adjusted Bank Balance as of:

4/30/2012

Reviewed by:

Date:

ExportData[5]

Direct inquiries to Customer Service (877) 694-9111

ROCKY POINT UFSD EXTRA CLASS CHECKING 90 ROCKY POINT YAPHANK RD ROCKY POINT NY 11778-8423

| | | | 9 E | NCLOSURES | Page | 1 of | 2 |
|---|--|----------------------------------|--------|---|-----------------------------|---------------------------------------|--|
| Government I | Bking Cking w/i | | | | | | |
| | Opening balance +Deposits/Credits -Checks/Debits -Service charge +Interest paid Ending balance Days in Statement | Period | 04-01 | 11 | 3,8 | 38.00 16.25 0.00 39.96 | |
| | Average Daily Bal Days in Earnings Interest Earned Annual Percentage Interest Paid thi | ance Period Yield | INFORM | ATION | | 57.07 30 39.96 0.40 85.26 | % |
| DATE DESCRI | PTION | CHECK# | | DEBITS | CREDITS | | BALANCE |
| Beginn 04-03 Custom 04-03 Custom 04-03 Check 04-04 Custom 04-04 Check 04-06 Charge NSF 1s | er deposit withdrawal er deposit withdrawal back | 10562 10563 | 040312 | 200.00 370.50 80.00 | 1,560.00 85.00 218.00 | | 121,137.93 122,697.93 122,782.93 122,582.93 122,800.93 122,430.43 122,350.43 |
| 04-19 Check 04-20 Check 04-20 Check 04-23 Check 04-24 Custom 04-24 Check 04-25 Charge NSF 1s | withdrawal withdrawal withdrawal er deposit withdrawal back | 10567 10566 10569 10568 | 042412 | 108.01 892.00 521.94 200.00 195.80 35.00 | 2,075.00 | | 122,242.42 121,350.42 120,828.48 120,628.48 122,703.48 122,507.68 122,472.68 |
| 04-25 Check 04-27 Check 04-30 Intere | withdrawal | 10565 10571 | Page 1 | 513.00 700.00 | 39.96 | | 121,959.68 121,259.68 121,299.64 |

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| 4/01/12 BALANCE 07/01/11 - 03/31/12 0.00 0.00 120,567.43 4/03/12 1/2055/7 65.00 0.00 120,567.43 4/03/12 1/2055/2 1/560.00 0.00 122,124.33 4/03/12 1/2055/3 AVON FUNDRAISER FIGOR JULIA WILL CR-10 278.00 0.00 122,430.43 4/201/12 257 AVON FUNDRAISER CR-10 0.00 80.00 122,430.43 4/201/12 257 AVON FUNDRAISER CR-10 0.00 80.00 122,350.43 4/201/12 257 AVON FUNDRAISER CR-10 0.00 80.00 122,350.43 4/201/12 257 AVON FUNDRAISER JIE-10 0.00 80.00 122,350.43 4/301/12 273 AVON FUNDRAISER JIE-10 0.00 0.00 124,390.39 4/301/12 273 AVON FUNDRAISER JIE-10 0.00 3,130.75 121,299.64 4/301/12 273 AVON FUNDRAISEMENT CD-11 0.00 3,130.75 121,299.64 | TE REF# INV# | DATE EXPLANATION | SOH# | DEBITS | GREDIUS | BALANGE |
|--|--------------|--|----------------|----------|----------|------------|
| 1020517 REDEPOSITINSF CHECK GR-10 1,560.00 0.00 1020532 AVON FUNDRAISER FOR JULIA WIL GR-10 1,560.00 0.00 1020533 AVON FUNDRAISER CR-10 218.00 0.00 257 NSF - NESTASIA JE-10 0.00 80.00 102058B SALES DRIVE JE-10 39.96 0.00 273 INTEREST INCOME JE-10 39.96 0.00 273 * SEE CASH DISBURSEMENT CD-11 0.00 3,130.75 * TOTALS 3;977.96 3,245.75 | /12 | BALANCE 07/01/11 - 03/31/12 | | 0.00 | 0.00 | 120,567.43 |
| 1020533 AVON FUNDRAISER CR-10 218.00 0.00 257 NSF - NESTASIA JE-10 0.00 80.00 1020588 SALES DRIVE CR-10 2.075;00 6.00 1020588 JE-10 39.96 0.00 273 * SEE CASH DISBURSEMENT CD-11 0.00 3,130.75 * SEE CASH DISBURSEMENT TOTALS 3,977.96 3,245.75 | | REDEPOSITINSFICHECK FUNDRAISER FOR JULIA WIL | GR-10 GR-10 | 1,560.00 | 00:0 | 120,652.43 |
| 257 1020588 1020588 1020588 1020588 1020588 10305888 1030588 1030588 1030588 1030588 1030588 1030588 1030588 1030588 1030588 1030588 1030588 1030588 1030588 10305888 1030588 1030588 1030588 1030588 1030588 1030588 10305888 1030588 1030588 1030588 1030588 1030588 1030588 10305888 1030588 1030588 1030588 1030588 1030588 1030588 10305888 1030588 1030588 1030588 1030588 1030588 1030588 103058888 103058888 103058888 103058888 103058888 103058888 103058888 103058888 103058888 1030588888 1030588888 1030588888 1030588888 1030588888 1030588888 1030588888 1030588888 1030588888 1030588888 1030588888 1030588888 1030588888 1030588888 1030588888 1030588888 10305888888 10305888888 10305888888 10305888888 10305888888 10305888888 10305888888 10305888888 103058888888 103058888888 103058888888 103058888888 103058888888 103058888888 1030588888888 1030588888888 103058888888 1030588888888 103058888888888 1030588888888888 1030588888888888 10305888888888888 10305888888888888 103 | | AVON FUNDRAISER | CR-10 | 218.00 | 0.00 | 122,430.43 |
| 1020588 NSF-HARRAGAN 2773 NTEREST INCOME CD-11 CD-17 31977:96 3,245,75 | | NSF - NESTASIA | JE-10 | 0.00 | 80.00 | 122,350.43 |
| 273 INTEREST INCOME JE-10 39.96 0.00 * SEE CASH DISBURSEMENT CD-11 0.00 3,130.75 **TOTALS*** 3,977.96 3,245.75 | | SALES DRINE NSF-HARRAGAIN | CR-110 | 2,075,00 | 36,00 | 124,425,43 |
| * SEE CASH DISBURSEMENT CD-11 0.00 3,130.75 ***TOTALS************************************ | | INTEREST INCOME | JE-10 | 39.96 | 0.00 | 124,430.39 |
| 3,977.96 3,245.75 | 112 | * SEE CASH DISBURSEMENT | CD-11 | 0.00 | 3,130.75 | 121,299.64 |
| | | | TOTALS | 3,977,96 | 3,245.75 | 121,299.64 |

eport Completed 11:50 AM

ROCKY POINT UNION FREE SCHOOL DISTRICT FOR THE MONTH ENDED APRIL 2012

GENERAL FUND

REVENUE BUDGET STATUS - FUNDS: A FOR PERIOD COVERED 07/01/11 - 04/30/12

| | | Charles and a second se | THE RESIDENCE OF THE PROPERTY OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS N | CONTRACTOR OF STREET, | PRINCIPAL PRINCI | |
|--------------|---------------------------|--|--|---|--|----------------|
| ACCOUNT | ACCOUNTINAME | BUDGET | ADJUSTMENTS | REVISED BUDGET | REVENUE | UNEARNED |
| A 1001 | REAL PROPERTY TAX | 43,491,898.00 | 0.00 | 43,491,898.00 | 22,780,148.00 | 20,711,750.00 |
| A 1085 | STAR REIMBURSEMENT | 0.00 | 0.00 | 00'0 | 5,975,332,96 | (5,975,332.96) |
| A 1315 | CONTINUING ED-SUMMER | 00:00 | 00.00 | 0.00 | 21,705.00 | (21,705.00) |
| A 1315A | CONTINUING ED-FALL | 20,000.00 | 00.00 | 20,000.00 | 4,165.00 | 15,835.00 |
| A 1315B | CONTINUING ED-SPRING | 20,000.00 | 00.00 | 20,000.00 | 1,690.00 | 18,310.00 |
| A 1316 | DRIVER EDUCATION-SUMMER | 20,000.00 | 00.00 | 20,000.00 | 38,000.00 | (18,000.00) |
| A 1316A | DRIVERS ED-FALL | 30,000.00 | 00'0 | 30,000.00 | 25,500.00 | 4,500.00 |
| A 1316B | DRIVERS ED-SPRING | 30,000.00 | 00.00 | 30,000.00 | 25,600.00 | 4,400.00 |
| A 2230 | DAY SCHOOL TUITION FROM O | 20,000.00 | 00.00 | 50,000.00 | 56,433,35 | (6,433.35) |
| A 2401 | INTEREST AND EARNINGS | 00:00 | 0.00 | 0.00 | 59,067.80 | (59,067.80) |
| A 2655 | MINOR SALES, OTHER | 00.00 | 00.00 | 0.00 | 19,858.00 | (19,858.00) |
| A 2680 | INSURANCE RECOVERIES | 00.00 | 00.00 | 0.00 | 105,543.28 | (105,543.28) |
| A 2690 | FINES - LOST BOOKS | 0.00 | 00.00 | 0.00 | 1,353.80 | (1,353.80) |
| A 2700 | REIMBURSEMENT OF MEDICARE | 25,000.00 | 0.00 | 25,000.00 | 00:00 | 25,000.00 |
| A 2701 | REFUNDS FOR PRIOR YEARS' | 00:00 | 00:00 | 00'0 | 3,600.00 | (3,600.00) |
| A 2703 | PRIOR YEAR REFUNDS-OTHER | 00.00 | 00.00 | 0.00 | 338,163.57 | (338,163.57) |
| A 2705 | GIFTS AND DONATIONS | 0.00 | 4,552.22 | 4,552.22 | 4,552.22 | 0.00 |
| A 2770 | OTHER UNCLASSIFIED | 146,000,00 | 100,000,00 | 246,000.00 | 112,435.00 | 133,565.00 |
| A 2772 | E-RATE REVUENE | 90,000,00 | 00:00 | 20,000,00 | 41,424,75 | 8,575.25 |
| A 3101 | GROSS STATE AID - BASIC | 20,823,032.00 | 00.00 | 20,823,032.00 | 8,253,633.62 | 12,569,398.38 |
| A 3101.E | STATE AID EXCESS COST | 00.00 | 0.00 | 0.00 | 3,897,613.42 | (3,897,613.42) |
| A 3102 | STATE AID LOTTERY | 00.00 | 0.00 | 00'0 | 3,554,212.20 | (3,554,212.20) |
| A 3103 | STATE AID BOCES | 901,766.00 | 00.00 | 901,766.00 | 00.00 | 901,766.00 |
| A 3260 | STATE AID TEXTBOOKS | 00.00 | 00.00 | 0.00 | 151,246.00 | (151,246.00) |
| A 3262 | STATE AID COMPUTER SOFTWA | 0.00 | 0.00 | 0.00 | 96,544.00 | (96,544.00) |
| A 3263 | STATE AID LIBRARY LOAN PR | 00'0 | 00'0 | 00:00 | 21,606,00 | (21,606.00) |
| A 3289 | OTHER STATE AID | 0000 | 00'00 | 00:00 | 24,726,15 | (24,726.15) |
| A 4285 | MEDICAID MANAGEMENT REIMB | 0.00 | 00'0 | 00.00 | 14,097.99 | (14,097.99) |
| FUND A TOTAL | | 65,607,696.00 | 104,552.22 | 65,712,248.22 | 45,628,252.11 | 20,083,996.11 |
| | | | | | | |

Report Completed 10:42 AM

APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/11 - 04/30/12 (Summary)

| ACCOUNT GROUPING | ORIG BUDGET | ADJUSTMENTS | ADD DODGE | באבטמבעם | | Uning Spring Spring and Property and Spring and |
|---|---------------|-------------|---------------|---------------|---------------|---|
| A 1010BOARD OF EDUCATION * | 9,850.00 | 1,142.50 | 10,992.50 | 4,400.69 | 1,776.45 | 4,815.36 |
| A 1040DISTRICT CLERK | 10,500.00 | 0.00 | 10,500.00 | 9,553.90 | 1,946.10 | (1,000.00) |
| A 1060DISTRICT MEETING | 5,650,00 | 0.00 | 5,650.00 | 00.0 | 3,890.00 | 1,760.00 |
| A 1240CHIEF SCHOOL ADMINISTRATOR * | 318,045.00 | (538.08) | 317,506.92 | 250,618.05 | 53,675.19 | 13,213.68 |
| A 1310BUSINESS ADMINISTRATION * | 538,685.00 | 3,668.57 | 542,353.57 | 405,190.07 | 96,800.71 | 40,362.79 |
| A 1320AUDITING | 180,000.00 | 37,530.00 | 217,530.00 | 88,897.49 | 56,962.51 | 71,670.00 |
| A 1325TREASURER | 17,500.00 | 1,500.00 | 19,000.00 | 5,215.00 | 1,500.00 | 12,285.00 |
| A 1345PURCHASING | 32,290,00 | 1,950.00 | 34,240.00 | 25,938.16 | 8,556.84 | (255.00) |
| A 1380FISCAL AGENT FEE | 8,000.00 | 1,000.00 | 9,000.00 | 9,000.00 | 00.00 | 00.00 |
| A 1420LEGAL * | 200,000.00 | 00.00 | 200,000.00 | 54,307.26 | 145,692.74 | 00.00 |
| A 1430PERSONNEL | 255,519.00 | 153.35 | 255,672.35 | 269,687.83 | 51,719.01 | (65,734.49) |
| A 1480PUBLIC INFORMATION AND SERVICES * | 39,858.00 | 00.00 | 39,858.00 | 18,900.00 | 20,958.00 | 00.00 |
| A 1620 OPERATION OF PLANT | 3,272,978.00 | 256,567.06 | 3,529,545.06 | 2,453,392.08 | 815,053.19 | 261,099.79 |
| A 1621MAINTENANCE OF PLANT | 383,700.00 | 78,550.47 | 462,250.47 | 291,769.83 | 173,701.39 | (3,220.75) |
| A 1670 CENTRAL PRINTING AND MAILING * | 83,180.00 | 12,327.25 | 95,507.25 | 42,963.31 | 24,901.36 | 27,642.58 |
| A 1680CENTRAL DATA PROCESSING * | 1,031,099.00 | 00.00 | 1,031,099.00 | 530,252.37 | 500,846.63 | 00'0 |
| A 1910UNALLOCATED INSURANCE * | 529,725.00 | 10,300.00 | 540,025.00 | 383,639.47 | 9,665.74 | 146,719.79 |
| A 1980MTA PAYROLL TAX | 111,784.00 | 0.00 | 111,784.00 | 109,242.91 | 00.00 | 2,541.09 |
| A 1981ADMINISTRATIVE CHARGE-BOCES * | 324,979.00 | 00.00 | 324,979.00 | 228,489.03 | 96,489.97 | 00'0 |
| A 1BOARD OF EDUCATION | 7,353,342.00 | 404,151.12 | 7,757,493.12 | 5,181,457.45 | 2,064,135.83 | 511,899.84 |
| A 2010CURRICULUM DEVELOPMENT AND SUPP | 330,233.00 | 22,433.75 | 352,666.75 | 278,116.70 | 83,383.80 | (8,833.75) |
| A 2020SUPERVISION - ADMINISTRATION * | 2,002,469.00 | (1,329.78) | 2,001,139.22 | 1,641,168.45 | 418,878.78 | (58,908.01) |
| A 2060RESEARCH, PLANNING AND EVALUATI * | 17,316.00 | 00'0 | 17,316.00 | 13,463.00 | 00'0 | 3,853.00 |
| A 2070INSERVICE TRAINING - INSTRUCTIO * | 8,925.00 | 00'0 | 8,925.00 | 5,277.72 | 2,712.00 | 935.28 |
| A 2110TEACHING - REGULAR SCHOOL * | 20,053,560.70 | 84,799.43 | 20,138,360.13 | 12,865,110.57 | 5,039,458.27 | 2,233,791.29 |
| A 2138MUSIC & FINE ARTS * | 60,531.00 | 7,200.37 | 67,731.37 | 45,429.70 | 8,879.67 | 13,422.00 |
| A:2250PROGRAMS FOR HANDICAPPED CHILDR* | 12,663,878.30 | 155,004.53 | 12,818,882.83 | 8,209,948.77 | 3,876,255.40 | 732,678.66 |
| A 2280 OCCUPATIONAL EDUCATION * | 804,275.00 | 00'0 | 804,275.00 | 567,018.07 | 236,411.75 | 845.18 |
| A 2330COMMUNITY EDUCATION * | 443,947.00 | 1,150.78 | 445,097.78 | 312,261.73 | 68,099.85 | 64,736.20 |
| A 2610SCHOOL LIBRARY AND AUDIOVISUAL * | 491,265.00 | 42,362.48 | 533,627.48 | 419,971.03 | 155,745.09 | (42,088.64) |
| A 2620EDUCATIONAL TELEVISION * | 00'0 | 00'0 | 00'0 | 11,271.72 | 0.00 | (11,271.72) |
| A 2630COMPUTER ASSISTED INSTRUCTION * | 354,213.00 | 64,195.24 | 418,408.24 | 239,238.27 | 75,354.06 | 103,815.91 |
| A 2805ATTENDANCE - REGULAR SCHOOL * | 46,239.00 | 00.00 | 46,239.00 | 37,778.42 | 6,487.53 | 1,973.05 |
| A 2810GUIDANCE - REGULAR SCHOOL * | 968,113.00 | 95.84 | 968,208.84 | 692,155.19 | 225,892.25 | 50,161.40 |
| A 2815HEALTH SERVICES - REGULAR SCHOO * | 404,459.00 | 7,590.00 | 412,049.00 | 262,500.13 | 130,948.43 | 18,600.44 |
| A 2820PSYCHOLOGICAL SERVICES - REGULA * | 273,009.00 | 00.0 | 273,009.00 | 178,939.08 | 63,546.27 | 30,523.65 |
| A 2825SOCIAL WORK SERVICES - REGULAR * | 247,852.00 | 10,685.00 | 258,537.00 | 148,205.46 | 77,119.54 | 33,212.00 |
| A 2850CO-CURRICULAR ACTIVITIES - REG. * | 282,675.00 | 4,200.00 | 286,875.00 | 186,829.12 | 6,372.69 | 93,673.19 |
| A 2855INTERSCHOLASTIC ATHLETICS - REG * | 745,546.00 | 18,902.03 | 764,448.03 | 585,259.33 | 47,521.83 | 131,666.87 |
| A 2 A A A A A A A A A A A A A A A A A A | 40 408 505 00 | 747 280 67 | AD 615 705 67 | 36 600 042 46 | 40 500 067 24 | 2 207 706 00 |

ROCKY POINT UNION FREE SCHOOL DISTRICT FOR THE MONTH ENDED APRIL 2012

CAFETERIA FUND

APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/11 - 04/30/12 (Summary)

| CCOUNT GROUPING | | ORIG BUDGET | ADJUSTMENTS | ADJ BUDGET | EXPENSED | ENCUMBERED | AVAILABLE |
|---------------------------------------|-------|---------------|-------------|---------------|---------------|---------------|---------------|
| A 5510DISTRICT TRANSPORTATION SERVICE | ICE * | 63,418.00 | 0.00 | 63,418.00 | 54,470.19 | 11,070.98 | (2,123.17) |
| A 5540CONTRACT TRANSPORTATION | * | 4,714,988.00 | 9,769.36 | 4,724,757.36 | 3,141,475.02 | 1,481,530.71 | 101,751.63 |
| A.5 | *** | 4,778,406.00 | 9,769.36 | 4,788,175.36 | 3,195,945.21 | 1,492,601.69 | 99,628.46 |
| A 9010NYS EMPLOYEES RETIREMENT | * | 874,391.00 | 00.00 | 874,391.00 | 542,030.88 | 0.00 | 332,360.12 |
| A 9020NYS TEACHERS RETIREMENT | * | 3,181,370.00 | 00.00 | 3,181,370.00 | 1,510,169.34 | 00.00 | 1,671,200.66 |
| A 9030SOCIAL SECURITY | * | 2,441,658.00 | 0.00 | 2,441,658.00 | 1,644,222.35 | 0.00 | 797,435.65 |
| A 9040WORKERS' COMPENSATION | * | 150,000.00 | 5,150.00 | 155,150.00 | 133,162.23 | 10,186.77 | 11,801.00 |
| A 9045LIFE INSURANCE | * | 48,200.00 | 00.00 | 48,200.00 | 33,205.53 | 3,593.15 | 11,401.32 |
| A 9050UNEMPLOYMENT INSURANCE | * | 75,000.00 | 00.00 | 75,000.00 | 48,203.28 | 26,796.72 | 00.00 |
| A 9060HEALTH INSURANCE | * | 6,626,874.00 | 00.00 | 6,626,874.00 | 5,139,639.29 | 912,302.64 | 574,932.07 |
| A 9760TAX ANTICIPATION NOTES | * | 250,000.00 | 0.00 | 250,000.00 | (31,550.00) | 00'0 | 281,550.00 |
| A 9901TRANSFER TO SPECIAL AID | * | 3,531,831.00 | 00.00 | 3,531,831.00 | 508,415.63 | 0.00 | 3,023,415.37 |
| A 9EMPLOYEE BENEFITS | *** | 17,179,324.00 | 5,150.00 | 17,184,474.00 | 9,527,498.53 | 952,879.28 | 6,704,096.19 |
| GRAND TOTALS | | 69,509,578.00 | 836,360.15 | 70,345,938.15 | 44,604,843.65 | 15,032,684.01 | 10,708,410.49 |

Report Completed 10:40 AM

REVENUE BUDGET STATUS - FUNDS: C FOR PERIOD COVERED 07/01/11 - 04/30/12

| ACCOUNT NAME |
|--------------------------|
| SALE OF TYPE A LUNCHES |
| |
| OTHER CAFETERIA SALES |
| INTEREST AND EARNINGS |
| MISCELLANEOUS REVENUES |
| |
| GOVERNMENT REIMB-STATE |
| |
| GOVERNMENT REIMB-FEDERAL |
| |

Report Completed 11:23 AM

05/03/12

rage 1/1

10,651.53 AVAILABLE 242,430.23 242,430.23 EXPENSED ENCUMBERED 270,140.88 270,140.88 APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/11 - 04/30/12 (Summary) 794,081.46 30,276.47 ORIG BUDGET ADJUSTMENTS ADJ BUDGET 40,928.00 1,306,652.57 1,306,652.57 50,480.57 1,256,172.00 1,256,172.00 40,928.00 40,928.00 ACCOUNT GROUPING C 9030.... C 2860.... C 9.... C 2....

253,081.76

270,140.88

824,357.93

1,347,580.57

50,480.57

1,297,100.00

Report Completed 10:41 AM

GRAND TOTALS

ROCKY POINT UNION FREE SCHOOL DISTRICT FOR THE MONTH ENDED APRIL 2012

FEDERAL FUND

05/03/12

rage 1/1

REVENUE BUDGET STATUS - FUNDS: F FOR PERIOD COVERED 07/01/11 - 04/30/12

| UNEARNED | 0.00 | 108.70 | 98,568.00 | 38,213.88 | 212,417.00 | 4,260.00 | 7,293.00 | 80,000.00 | 35,108.00 | 562,975.00 | 403,701.00 | (576.00) | 37,465.97 | 5,522.90 | 8,880.00 | 24,495.51 | 23,804.00 | 82,282.00 | 69,562.00 | 1,694,080.96 |
|-------------------|-----------------|--------------------|---------------|-----------------|-----------------|----------------|---------------|---------------|---------------|---------------|---------------------|-----------------|---------------------------|-----------------|---------------|--------------------|-----------------|-------------------|-------------------|--------------|
| REVENUE EARNED | 800.00 | 0.00 | 98,568.00 | 83,932.00 | 53,104.00 | 00'0 | 58,297.66 | 19,999.00 | 8,777.00 | 140,743.00 | 297,813.00 | 576.00 | 0.00 | 11,075.00 | 2,220.00 | 14,103.15 | 0.00 | 41,918.00 | 17,390.00 | 849,315.81 |
| REVISED BUDGET | 800.00 | 108.70 | 197,136.00 | 122,145.88 | 265,521.00 | 4,260.00 | 65,590.66 | 00.666,66 | 43,885.00 | 703,718,00 | 701,514.00 | 00.00 | 37,465.97 | 16,597,90 | 11,100.00 | 38,598.66 | 23,804.00 | 124,200.00 | 86,952.00 | 2,543,396.77 |
| ADJUSTMENTS | 0.00 | 0.00 | 00'0 | 0.00 | 0.00 | 00.00 | 00'0 | 0.00 | 0.00 | 0:00 | 00:00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 00.00 | 00.00 | 0.00 |
| BUDGET | 800.00 | 108.70 | 197,136.00 | 122,145.88 | 265,521.00 | 4,260.00 | 65,590.66 | 00'666'66 | 43,885.00 | 703,718,00 | 701,514,00 | 0.00 | 37,465.97 | 16,597,90 | 11,100.00 | 38,598.66 | 23,804.00 | 124,200.00 | 86,952.00 | 2,543,396.77 |
| ACCOUNT NAME | MENTORING FJC | NYS HEALTHY KIDS | UPK REVENUE | REVENUE TITLE I | REVENUE TITLE I | REVENUE DRG 11 | REVENUE RTI | REVENUE RTI | REVENUE PRE | REVENUE PTB | EDUCATION JOBS FUND | Title II D | REVENUE IMMIGRANT STUDENT | REVENUE TILEP | REVENUE TLEP | REVENUE-REMS GRANT | RACE TO THE TOP | REVENUE TITLE IIA | REVENUE TITLE IIA | |
| ACCOUNT | F 2110.12M.EN.T | F 2770.10H.EA.LTHY | F 3289.UPK.12 | F 4126.TLI.11 | F 4126.TLI.12 | F 4129.DRG.11 | F 4256.11R.TI | F 4256.12R.TI | F 4256.PRE.12 | F 4256.PTB.12 | F 4287.JOB.S | F 4289.11T.II.D | F 4289.IMM.11 | F 4289, LEP. 11 | F 4289.LEP.12 | F 4289.REM.S | F 4289.RTT.12 | F 4289.TII.11 | F 4289.TII.12 | FUND F TOTAL |

Report Completed 10:43 AM

APPROPRIATION STATUS REPORT - BY FUNCTION: FOR PERIOD 07/01/11 - 04/30/12 (Summary)

| CCOUNT GROUPING | | ORIG BUDGET | ADJUSTMENTS | ADJ BUDGET | EXPENSED | ENCUMBERED | AVAILABLE |
|-----------------|-----|--------------|-------------|--------------|--------------|------------|------------|
| F 2070 | * | 1,058.72 | 0.00 | 1,058.72 | 1,044.82 | 0.00 | 13.90 |
| F 2110 | * | 1,633,779.41 | (20,014.50) | 1,613,764.91 | 885,862.77 | 270,298.08 | 457,604.06 |
| F 2250 | * | 906,862.66 | 9,033.90 | 915,896.56 | 494,777.75 | 129,696.99 | 291,421.82 |
| F 2 | *** | 2,541,700.79 | (10,980.60) | 2,530,720.19 | 1,381,685.34 | 399,995.07 | 749,039.78 |
| F 9030 | * | 00.00 | 41,167.25 | 41,167.25 | 20,582.00 | 00.00 | 20,585.25 |
| F 9060 | * | 0.00 | 47,984.75 | 47,984.75 | 23,993.00 | 00.00 | 23,991.75 |
| F 9 | *** | 00'0 | 89,152.00 | 89,152.00 | 44,575.00 | 00'0 | 44,577.00 |
| GRAND TOTALS | | 2.541.700.79 | 78.171.40 | 2.619.872.19 | 1,426,260.34 | 399,995.07 | 793.616.78 |

Report Completed 10:41 AM

Budget Transfer Summary Report April 2012

| | Amount Reason | \$1,000.00 Employee Recognition | \$1,200.00 Non-Violent Intervention Conference |
|--------------|--------------------|-------------------------------------|--|
| From Account | Description | Contractual | Special Ed BOCES |
| | t Account # | 0.00 A-1240-400-04-0000 Contractual | 0.00 A-2250-490-04-0000 Special Ed BOCES |
| To Account | Description Amount | Supplies \$1,000.00 | 4-2250-440-04-0000 Special Ed Conferences \$1,200.00 |
| | Account # | A-1010-500-04-0000 Supplies | A-2250-440-04-0000 |

May 7, 2012

Board of Education Rocky Point School District 90 Rocky Point-Yaphank Road Rocky Point, NY 11778

> Re: Internal Claims Audit Report for the period April 1, 2012 through April 30, 2012

Board of Education:

I have completed my internal claims auditing services for the Rocky Point School District covering the period April 1, 2012 through April 30, 2012. The services I performed, as outlined within my proposal, include reviewing all claims against the District. The purpose of this report is to update the Board of Education on work performed to date, my findings, and recommendations.

For ease of reference I have categorized the remainder of this report as follow:

Internal Claims Audit Services

Exhibits

INTERNAL CLAIMS AUDIT SERVICES

The internal claims audit services performed on each claim against the District consisted of:

- 1. Verification of the accuracy of invoices and claim forms
- 2. Ensuring proper approval of all purchases; checking that purchases constitute legal expenses of the school district
- 3. Determining that purchase orders have been issued in accordance with Board of Education policy, and applicable state laws

Board of Education Rocky Point School District May 7, 2012 Page 2

> Re: Internal Claims Audit Report for the time period of April 1, 2012 through April 30, 2012

- 4. Comparison of invoices or claims with previously approved contracts
- Reviewing price extensions, claiming of applicable discounts, inclusion of shipping and freight charges
- Approving all charges that are presented for payment which are supported with documentary evidence indicating compliance with all pertinent laws, policies and regulations

Over the time period of April 1, 2012 through April 30, 2012 I have audited 281 claims against the District in the amount of \$2,708,810.27. (See attached Exhibit I) I made inquiries and/or observations into 33 claims in the amount of \$80,274.87. I have summarized the inquiries and/or observations as well as the resolutions within Exhibit II. It should be noted that currently, there are 0 outstanding inquiries in regards to the audit of the claims made against the District for the period of April 1, 2012 through April 30, 2012. I have summarized all voided checks and notable exceptions in Exhibit III.

I trust that the foregoing comments are clear. If you have any questions or you would like to discuss this matter further, please contact me at 631-928-5406.

Very truly yours,

John F. Dennehy, Jr. Certified Public Accountant

Internal Claims Audit By Fund

Rocky Point School District

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|--------------------------|-----------|--------------|---|-------------|-----------------|-----------|---|-------------------|--|---------------------|
| | | | | | | | | # of | Jo# | |
| Warrant | Audit | | | | \$ Value of | Jo# | S Value of | Resolved | Outstanding | |
| Date | Date | Warrant # | Fund | # of Checks | Checks | Inquiries | Inquiries | Inquiries | Inquiries | Check Sequence |
| 4/4/2012 4/4/2012 | 4/4/2012 | 58 | ¥ | 61 | 91,729.44 | 12 | 37,429.07 | 12 | • | 91411-91471 |
| 4/18/2012 4/18/2012 | 4/18/2012 | 09 | A | 37 | 89,758.39 | 5 | 10,993.40 | 5 | • | 91472-91507 |
| 4/25/2012 4/25/2012 | 4/25/2012 | 19 | V | 84 | 1,517,563.07 | 10 | 27,929.25 | 10 | • | 91508-91591 |
| 4/25/2012 4/25/2012 | 4/25/2012 | 63 | ٧ | - | • | Warrant & | Warrant & Checks Voided Prior to Audit - Test Run | Prior to Aud | it - Test Run | 91592 |
| 4/4/2012 4/4/2012 | 4/4/2012 | 28 | ပ | 17 | 13,006.80 | 3 | 2,305.42 | 3 | | 8601-8617 |
| 4/25/2012 4/13/201 | 4/13/2011 | 29 | ပ | 13 | 6,728.58 | 3 | 1,617.73 | 3 | • | 8618-8630 |
| 4/25/2012 4/25/2012 | 4/25/2012 | 25 | ī | 4 | 24,512.75 | | • | ı | | 3751-3754 |
| 4/4/2012 4/4/2012 | 4/4/2012 | 39 | Т | 4 | 7,440.17 | • | • | • | • | 9781-9784 |
| 4/4/2012 | 4/4/2012 | 40 | Г | 25 | 484,246.93 | • | • | 1 | • | 9773-9780, |
| 7 | | | | | | | | | | 5111637-5111653 |
| 4/25/2012 4/25/2012 | 4/25/2012 | 42 | Τ | 26 | 470,693.39 | ٠ | • | • | • | 9785-9793, |
| | | | | | | | | | | 5111654-5111670 |
| 4/25/2012 4/25/2012 | 4/25/2012 | 11 | × | 6 | 3,130.75 | | • | • | | 10564-10571 |
| TOTAI | 'AL | | | 281 | \$ 2,708,810.27 | 33 \$ | 8 80,274.87 | 33 | | |
| | - | 7 | | | | | | | | |

| - | are Brings |
|------------------------|-----------------------|
| A - General | P (A) - Chase General |
| C - Cafeteria | T - Trust & Agency |
| F - Federal | HB - Bond 2003 |
| H - Capital | CM- Misc Spec Revenue |
| HCP - Capital Projects | TE-Expendable Trust |

Rocky Point School District Claims Audit - Analysis by Number of Inquiries & Dollar Value Summary of Inquiries / Resolutions and Percentage of Total Claims & Dollar Value of Claims Exhibit II

2011/2012 YTD

| Amelianie ha Mamber of Incariation | | | | | | | |
|--|--|-------------|---|-------------|-------------|------------|--|
| Reason For Inquiry | Resolution | Jan-12 | Feb-12 | Mar-12 | Apr-12 | May-12 | Jun-12 |
| All invoices not reflected on check | Pay unpaid invoice(s) next warrant | - 0.00% | 94000 - | - 0.00% | 1 036% | ioAlda - | · «DII.o» |
| Duplicate payment | Check void | - 0.00% | - 0.00% | 1 0.24% | 94000 - | - ADIIVO | 10:11Ge - |
| Check void per Accounts Payable | Check void | 94000 - | - 0.00% | 1 0.20% | 9400'0 - | · «DIIVO» | - «DII;0; |
| Incorrect check amount | Amount immaterial; pay balance next | . 0.00% | 940000 - | - 0.00% | 2 071% | | |
| 2 3 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 | warrant | | | | | 10:11G* | 10:11C# - |
| Insufficient supporting backup | Backup Provided | 3 0.85% | 4 1.17% | 2 0.49% | 2 071% | .0/HO# - | - #DII:0: |
| Insufficient supporting backup | Void check | - 0.00% | *400.0 | - 000% | · 0000 | 10:11G+ - | · *DIT:0: |
| Invoice date precedes PO date | Noted by Business Office | 11 3.73% | 11 4,00% | 22 5.35% | 9 3.20% | - eD11.00 | ia:sig . |
| Invoice over 90 days outstanding/undated | Verified no duplicate payment | 5 1.47% | 15 5.57% | 25 6.08% | .5 1.78% | · *DIF:0/ | 10% IIG# - |
| Invoice previously stamped by claims auditor | Original check confirmed void | - 0.00% | 1400.0 - | - 0.00% | 2 0.71% | 10/11G# - | OMOR - |
| Missing administrator approval signature | Received proper authorization | - 0.00% | 1 0.37% | - 0.00% | 94000 - | 10/11/Q# - | - #DIII/0/ |
| Missing receiving signature on invoice or PO | Verified receipt of goods/services | - 0.00% | * 0.00% | - 0.00% | 2 0.71% | . *DINO* - | - #DIFO! |
| No Purchase Order encumbered | Void & reissue after P.O. encumbered | - 0.00% | 14000 - | - 0.00% | 940000 - | · eDII'0' | 10:WG# - |
| Not an original invoice | Copy, fax or statement accepted | 1 0.28% | - 000v | *4000 - | 1 036% | 10:11C# · | .0:UG# - |
| Paid sales tax | Amount immaterial (< \$5), claim paid | 96000 - | *************************************** | * 0.00% | 94000 - | 10:11G# · | 10/11/Q# - |
| PO insufficient funds | PO funds increased post invoice | 2 0.57% | 2 0.74% | 3 0.73% | 7 2.49% | ib:AIG# - | - "DIII'0! |
| Prior year invoice paid current year funds | Claim paid, no applicable prior year PO | 4 1.14% | 9400'0 - | 2 0.49% | 2 0.71% | intild# - | iosila» - |
| Xtra Class club purchased gift cards for needy | Utilizing recipient verification procedure through | | | | | | |
| family | school social worker | - 0.00% | - 0.00% | 1 0.20% | - 0.00% | winds . | w.AlGa - |
| Total Number (#) of Inquiries | | 26 7.41% | 33 12.13% | 57 13.87% | 33 11.7% | · *DINO | :0:UC# - |
| Total Claims Audited | | 351 100.00% | 272 100.00% | 411 100.00% | 281 100.00% | IOMIN - | iotilda - |
| | | | | - 1 | | | The state of the s |
| Total Outstanding Inquiries | | 0 0.00% | %00.0 0 | %00'0 | 0 0.00% | 0 #DIV/0: | 0 #DIV/01 |
| | | | | | | | |

Rocky Point School District Claims Audit - Analysis by Number of Inquiries & Dollar Value Summary of Inquiries / Resolutions and Percentage of Total Claims & Dollar Value of Claims Exhibit II

2011 / 2012 YTD

| All invoices not reflected on check | Dashittan | Tan. 17 | Eah.12 | Man-12 | Ann. 13 | May 19 | T 13 | |
|---|---------------------------------------|----------------------|----------------------|----------------------|----------------------|------------|--------|----------|
| All invoices not reflected on check | Nesoullion | 9307-14 | LCD-14 | IATHILL TY | APPLIA | 71-AH141 | 700-17 | |
| | Pay unpaid invoice(s) next warrant | • 00000 | 9400'0 - | • 0.00% | 1,889.80 0.07% | 10.11/Q# · | | 10:11G# |
| Duplicate payment | Check void | 9400'0 - | 96000 - | 275.00 0.01% | * 0.00% | 10:AIG# - | • | *DII:0 |
| Check void per accounts payable | Check void | . 0.00% | * 0.00% | - 0.00% | * 00.00 | ,0;1/C= - | - | *DI3:0 |
| Incorrect check amount | Amount immaterial; pay balance next | *4000 - | . 0.00% | - 0.00% | 6,187.25 0.23% | | | |
| | warrant | | | | | ,0:11G* | • | *DII:0 |
| Insufficient supporting backup | Backup Provided | 326,386.12 7.57% | 1,267.90 0.04% | 70,822.07 1.85% | 46.76 0.00% | 10:11G# - | • | *D/1/0 |
| Insufficient supporting backup | Void check | 36000 - | * 0.00% | * 0.00% | - 0.00% | · *D11:01 | | "D/1/0" |
| Invoice date precedes PO date | Noted by Business Office | 6,235.25 017% | 21,249.15 0.59% | 12,325.79 0.37% | 13,171.53 0.49% | · *D1170 | | *DIV:01 |
| Invoice over 90 days outstanding/undated | Verified no duplicate payment | 21,533.00 0.50% | 12,670.69 0.35% | 25,625.07 0.67% | 1,070.16 0.04% | 10:11G# - | | *D11.701 |
| Invoice previously stamped by claims auditor | Original check confirmed void | 96000 - | * 0.00% | * 0.00% | 927.30 0.03% | ·0:11G* - | • | 10:1/Q# |
| Missing administrator approval signature | Received proper authorization | 94000 - | 89.30 0.00% | - 0.00% | *4000 . | ·0:UO* - | | 10'11'Q# |
| Missing receiving signature on invoice or PO | Verified receipt of goods/services | 94000 - | * 0.00% | - 0.00% | 1,617.73 0.06% | '07'11Q# - | | *D1170! |
| No Purchase Order encumbered | Void & reissue after P.O. encumbered | 96000 - | * 0000 | 9400'0 - | *4000 - | .0:11G# - | | 10.11G# |
| Not an original invoice | Copy, fax or statement accepted | 2,058.00 0.05% | - 0.00% | - 0.00% | • 0.00% | .a.110* - | | 10:11G# |
| Paid sales tax | Amount immaterial (< \$5), claim paid | . 0.00% | *6000 - | • 0.00% | *4000 | 10:11C# - | | 10:11C# |
| PO insufficient funds | PO funds increased post invoice | 5,623.44 0.13% | 3,957.60 0.11% | 10,118.11 0.27% | 40,322 44 7.19% | 10:11G# - | • | 10:11Gs |
| Prior year invoice/PO paid current year funds | Noted by Business Office | 5,192.80 0.12% | * 0.00% | 2,268.08 0.06% | 15,041.90 0.56% | 10/4I/O# - | | #DIV:0! |
| Wrong/no remittance address | Address corrected/added | * 0.00% | - 0.00% | 200.00 0.01% | . 0.00% | : #DII:01 | | #D/1/0 |
| Total Value (\$) of Inquiries | | 367,028.61 851% | 39,234.64 1.09% | 121,634.12 3.19% | 80,274.87 2.96% | 10:4IG# · | | :0:11Ge |
| Total Claims Audited | | 4,313,477.33 100.00% | 3,593,190.07 100.00% | 3,818,118.40 100.00% | 2,708,810,27 100,00% | i0.11Q# - | | 10111G# |
| Total Ontetandine Incuities | | %00'0 | %000 | %0000 | %00.0 | IOIVIO# | | #DIVIO |

Rocky Point School District Internal Claim Audit Notabie Exceptions Exhibit III

Voided Checks - April 2012

| Amount \$ | Vendor N/A | Warrant # 63 | Warrant Date 4/25/2012 | Warrant Date Reason For Inquiry 4/25/2012 All checks voided prior to audit | Resolution Checks issued and voided as a test run for new checking account |
|-----------|---------------|--------------|------------------------|---|--|
| | | | | | |

Other Notable Exceptions - April 2012

| Warrant Warrant # Date Reason For Inquiry Resolution | | | | | | | | |
|--|-------|-------------|-----------|--------|-----------|-----------------|--------------------|------------|
| | Fund | Ck# | Amount \$ | Vendor | Warrant # | Warrant Date | Reason For Inquiry | Resolution |
| | | | • | | | | | |
| | | | | | | | | |
| | Total | 0 Inquiries | | | | | | |

Rocky Point School District Internal Claims Audit Payroll Audit Exhibit IV

Audited Payroll Checks - April 2012

| Fund | Ck# | Amount \$ Empl | oyee | Payroll Date Exceptions |
|------|--------|----------------|---|-------------------------|
| PR | 193461 | 126.18 | iA | 4/25/2012 None |
| PR | 193215 | 2456.57 | | 4/25/2012 None |
| PR | 193344 | 2032.6 | | 4/25/2012 None |
| PR | 193363 | 1885.33 | 1885.33 Mauceri, John 4/25/ | 4/25/2012 None |
| PR | 193332 | 2241.03 | | 4/25/2012 None |
| | | • | | |
| | | 3 | ***Only one payroll audit conducted in April 2012 due to Spring Break | ue to Spring Break |
| | | • | | |
| | | | | |
| | | | | |
| | | 8,741.71 | | |
| | | | | |

*Please note all checks have been selected at random using a random number generator.

^{**}A result of no exceptions means that the the payroll check is accurate when compared against contracts, renewal letters and other documents.



PHONE: 212-820-9300 FAX: 212-514-8425 ONE CHASE MANHATTAN PLAZA NEW YORK, NY 10005 WWW.HAWKINS.COM

(212) 820-9406

April 15, 2012

NEW YORK WASHINGTON NEWARK HARTFORD LOS ANGELES SACRAMENTO SAN FRANCISCO PORTLAND

Rocky Point Union Free School District, New York Tax Anticipation Note Resolution (Our File Designation: 5924/29475)

Mr. Greg Hilton School Business Official Rocky Point Union Free School District 170 Route 25A Rocky Point, New York 11778

Dear Greg:

via e-mail: ghilton@rockypoint.k12.ny.us

Following receipt today of your Tax Anticipation Note Resolution Request Form, I have prepared and now forward to you by e-mail only a copy of a draft Extract of Minutes of the meeting of the Board of Education to be held on May 15, 2012, which minutes include the resolution authorizing the issuance of **not to exceed \$12,000,000** Tax Anticipation Notes for the 2012-2013 fiscal year. The resolution requires a majority vote of the full voting strength of the Board of Education.

Also enclosed you will find an Incumbency Certificate pertaining to the Officers of the District and Members of the Board of Education who will be serving in the 2012-2013 fiscal year, to be completed by the District Clerk, after the Reorganization Meeting in July.

Kindly obtain and forward to me a certified copy of the completed Extract of Minutes for inclusion in our record of proceedings as soon as possible, following the May 15th meeting of the Board, as well as a completed Incumbency Certificate when available following your Reorganization Meeting in July.

With kindest regards, I am

Very truly yours,

Martin A. Geiger

MAG:cfc Enclosures

EXTRACT OF MINUTES

Meeting of the Board of Education of Rocky Point Union Free School District, in the County of Suffolk, New York.

May 15, 2012

| A regular meeting of | the Board of Education of Rocky Point Union Free School |
|---------------------------------------|--|
| District, in the County of Suffolk, N | lew York, was held in said School District, on May 15, 2012, |
| at o'clock P.M. (Prevailing Tir | me). |
| There were present: Board Members: | Michael P. Nofi, President of the Board of Education, |
| Board Monitoris. | |
| | |
| | |
| | |
| | |
| There were absent: | |
| Also present: | Patricia Jones, District Clerk |
| | * * * |
| Board Member | offered the following |
| resolution and moved its adoption: | |

TAX ANTICIPATION NOTE RESOLUTION OF ROCKY POINT UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED MAY 15, 2012, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$12,000,000 TAX ANTICIPATION NOTES IN ANTICIPATION OF THE RECEIPT OF TAXES TO BE LEVIED FOR THE FISCAL YEAR ENDING JUNE 30, 2013

RESOLVED BY THE BOARD OF EDUCATION OF ROCKY POINT UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, AS FOLLOWS:

Section 1. Tax Anticipation Notes (herein called "Notes") of Rocky Point Union Free School District, in the County of Suffolk, New York (herein called "District"), in the principal amount of not to exceed \$12,000,000, and any notes in renewal thereof, are hereby authorized to be issued pursuant to the provisions of Sections 24.00 and 39.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law").

Section 2. The following additional matters are hereby determined and declared:

- (a) The Notes shall be issued in anticipation of the collection of real estate taxes to be levied for school purposes for the fiscal year commencing July 1, 2012 and ending June 30, 2013, and the proceeds of the Notes shall be used only for the purposes for which said taxes are levied.
- (b) The Notes shall mature within the period of one year from the date of their issuance.
 - (c) The Notes are not issued in renewal of other notes.
- (d) The total amount of such taxes remains uncollected at the date of adoption of this resolution.
- Section 3. The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.
- Section 4. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00 and 61.00 of the Law, the power to sell and issue the Notes authorized pursuant hereto, or any renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute arbitrage certifications relative thereto, is hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.
- Section 5. The Notes shall be executed in the name of the District by the manual signature of the President of the Board of Education, the Vice President of the Board of

Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District, and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Section 6. This resolution shall take effect immediately.

The adoption of the foregoing resolution was seconded by Board Member and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

DISTRICT CLERK'S CERTIFICATE

I, Patricia Jones, being the duly appointed and acting District Clerk of Rocky

Point Union Free School District, in the County of Suffolk, State of New York, HEREBY

CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of

Education of said District duly called and held on May 15, 2012, has been compared by me with
the original minutes as officially recorded in my office in the Minute Book of said Board of

Education and is a true, complete and correct copy thereof and of the whole of said original

minutes so far as the same relates to the subject matters referred to in said extract.

| IN WITNESS WHER | EOF, I have hereunto set my hand and affixed the corporate |
|----------------------------------|--|
| seal of said District this day o | f May, 2012. |
| (SEAL) | District Clerk |

INCUMBENCY CERTIFICATE OF DISTRICT CLERK FOR 2012-2013

I, Patricia Jones, District Clerk of Rocky Point Union Free School District, in the County of Suffolk, New York, HEREBY CERTIFY, as follows:

1. The names of the officers of said School District, the members of the Board of Education, and the School Attorney, the dates of their election or appointment and dates of beginning and ending of their terms of office for the school year commencing July 1, 2012 and ending June 30, 2013, are as follows:

Date of Election Date of Commencement Date of End Current Term Of Current Term Of Term

President of the Board:

Term as President Term as Board Member

Vice President of the Board:

Term as Vice President Term as Board Member

Other Board Members

District Treasurer:

District Clerk:

| School Attorney (including name and address of firm): |
|--|
| All of the foregoing officers legally required to give bond or undertaking have filed such bonds or undertaking in time, form and amount as required by law, and have otherwise duly qualified and each has been and is the present acting officer holding the office stated immediately preceding his/her name. |
| The seal impressed upon this Certificate is the duly adopted and only official seal of said School District. |
| IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said School District this day of July, 2012. |
| (SEAL) District Clerk |



JOHN A. GRILLO ARCHITECT, P.C.

1213 MAIN STREET PORT JEFFERSON, NY 11777

TEL: (631) 476-2161

FAX: (631) 476-9846

April 23, 2012

Mr. Greg Hilton School Business Official Rocky Point UFSD 90 Rocky Point-Yaphank Road Rocky Point, NY 11778

RE:

Rocky Point UFSD

2011/2012 Capital Improvement Program

Phase 2

Rocky Point High School

SED No.: 58-02-09-02-0-005-025

Dear Mr. Hilton:

We have reviewed the bids received, on April 20, 2012, for the work of the referenced project, and recommend awards of contracts be made to the lowest responsible bidders as follows:

Contract No. 1: Asbestos Abatement & Ceiling Replacement

We recommend award of Contract No. 1 - Asbestos Abatement & Ceiling Replacement to the lowest responsible bidder as follows:

Unitech Services Group 241-4 N. Fehr Way Bay Shore, NY 11706 877-242-7215

in the following amounts:

Base Bid - Work Location No. 1 (005-025):

\$139,000

 Alternate No. 1 - Grid & Ceiling Tile Replacement in Corridors - Work Location No. 1;

\$14,900

 Alternate No. 2 - Grid & Ceiling Tile Replacement in Classrooms - Work Location No. 1:

\$42,400

c. Alternate No. 1 - Work Location No. 2:

\$43,400

d. Total Base Bid Plus Alternates:

\$239,700

Contract No. 2: Lighting Replacement:

We recommend award of Contract No. 2 - Lighting Replacement to the lowest responsible bidder as follows:

Madison Avenue Construction Corp. 39 Penny Street West Islip, NY 11795-1010 516-790-6206

in the following amounts:

| 1. | Work Location No. 1 (Part Plan E & F) (005-025): | \$57,000 |
|----|--|----------|
| 2. | Work Location No. 2 (Part Plan G) (005-025): | \$40,000 |
| 3. | Total Both Work Locations: | \$97,000 |

Please be advised that Madison Avenue Construction Corp. did not acknowledge receipt of Addendum 'A', however, attached is a letter indicating the Addendum was in fact reviewed and accepted by Madison Avenue Construction Corp.

RECAP:

| Contract No. 1 - Asbestos Abatement & Ceiling Replacement: | \$239,700 |
|--|-------------|
| Contract No. 2 - Lighting Replacement: | \$97,000 |
| | *********** |
| Total Both Contracts Recommended Awards: | \$336,700 |

If additional information is required, please don't hesitate to contact our office.

John M.

JMG:kw

CC:

Dr. M. Ring

P. Wagenhauser

11-12CIP-Phase 2 - rec ltr

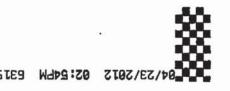
Rocky point union free school district

Madison Avenue Construction is fully aware and in receipt of Addendum "A" for this project.

We did not acknowledge it on the bid form because it was in our spec book on page 1 not received as a separate addendum

William Deak

Madison Avenue Construction



FORM OF PROPOSAL

| F | OR: | 2011/2012 CAPITAL IMPROVEMENT PROGRAM - PHASE 2 | |
|----|---|--|--|
| SI | ĔD i | #: 58-02-09-02-0-005-025 ROCKY POINT HIGH SCHOOL | |
| TO | 0.20 | BOARD OF EDUCATION ROCKY POINT UNION FREE SCHOOL DISTRICT ADMINISTRATIVE OFFICES 90 ROCKY POINT-YAPHANK ROAD ROCKY POINT, NEW YORK 11778 | |
| PF | ROF | (Name of Firm) | |
| | | (Name of Firm) (Address) (Date) (Date) | |
| 1. | | e undersigned has received and examined the Contract Documents for the referenced project, luding the following addenda: | |
| | Add | tendum No. A Dated / Addendum No. Dated | |
| 2. | acc | ving inspected and familiarized myself with the existing buildings and sites, I am satisfied as to sess, site conditions and requisites relative to the coordination of construction operation so as to interfere with the functioning of the day-to-day operations of the school facilities within the sting building and on the grounds. | |
| 3. | a. • | Pursuant to and in compliance with the advertisement for blds and bidding instructions, the undersigned hereby offers to furnish all plant, labor, materials, supplies and equipment and any other facilities necessary for the completion of the 2011/2012 CAPITAL IMPROVEMENT PROGRAM - PHASE 2 for the Rocky Point UFSD. | |
| | b. Bidders may limit their proposals to any one or more of the contracts that comprise the total Capital Improvement Projects as indicated on this Form of Proposal. A Proposal for every contract is not required. | | |
| 4. | In submitting this Proposal, the Bidder agrees: | | |
| | To hold my bid open for at least (45) calendar days from the bid opening date. | | |
| | b. | To accomplish the work in accordance with Contract Documents. On site work shall commence and be accomplished in accordance with the following milestone dates. Additional milestone dates shall be identified pursuant to Section 7.A of the General Requirements. | |
| | | Work to commence on: Work to be substantially complete: August 3, 2012 August 3, 2012 | |

Center Moriches Union Free School District

BOARD OF EDUCATION Joseph W. McHeffey, President Wendy R. Turkington, Vice President Daniel Finnegan Thomas R. Hogan

Heather Schaub-Magill

Patricia A. Galietta District Clerk

529 Main Street Center Moriches, New York 11934-2206 (631) 878-0052 FAX (631) 878-4326

www.cmschools.org

Russell J. Stewart Superintendent of Schools

Lynda G. Adams Deputy Superintendent

Carol M. Perkins, CPA **Business Official**

> Diane M. Smith Treasurer

April 2, 2012

Mr. Gregory Hilton School Business Official Rocky Point UFSD 90 Rocky Point-Yaphank Rd. Rocky Point, NY 11778

Dear Mr. Hilton:

I am forwarding three (3) health services contracts for the 2011-2012 school year signed by the Center Moriches UFSD Board of Education president and district clerk. Please have the contracts signed as indicated and return all of them to my office. I will then forward them to the Eastern Suffolk BOCES district superintendent for his approval and signature and will then return only one duly executed contract to you.

Included in this mailing is a list of students, a calculation of costs, and an invoice.

Thank you for your attention to this matter.

Sincerely,

Carol M. Perkins, CPA School Business Official

lm enc.

Center Moriches Union Free School District

BOARD OF EDUCATION

Joseph W. McHeffey, President

Wendy R. Turkington, Vice President

Daniel Finnegan

Daniel Finnegan Thomas R. Hogan Heather Schaub-Magill

Patricia A. Galietta

District Clerk

529 Main Street Center Moriches, New York 11934-2206 (631) 878-0052 FAX (631) 878-4326

www.cmschools.org

Russell J. Stewart Superintendent of Schools

Lynda G. Adams Deputy Superintendent

Carol M. Perkins, CPA Business Official

Diane M. Smith Treasurer

CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT made in triplicate this First day of July 2011, by and between the Board of Education of the School District of Rocky Point UFSD, 90 Rocky Point Yaphank Road, Rocky Point, New York, party of the first part, and the Board of Education, Center Moriches Union Free School District of Center Moriches, New York, party of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending nonpublic schools in Center Moriches School District, Center Moriches, New York, to begin on September 1, 2011, and to end June 30, 2012.

Now, Therefore, the said party of the first part hereby agrees to pay the party of the second part the sum of \$2,290.85 for health and welfare services to be provided under Section 912 for 3 children residing in said school district of Rocky Point UFSD, New York, and attending nonpublic schools in said Center Moriches Union Free School District, of Center Moriches, New York.

And the party of the second part hereby agrees with the party of the first part as follows:

The services provided by *Center Moriches UFSD*. shall be consistent with the services available to students attending public schools within the *Center Moriches UFSD*.; and may include, but are not limited to:

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

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

2. The party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school:

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

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

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the (District) superintendent of schools.

In Witness Whereof, the parties have hereunto set their hands the day and year above written.

| (Trustee or President of Board of Education) | (Party of the first part) | (Post Office Address) | 12-03-0-1765) |
|--|--|---|---------------|
| 577 25.2579, 0 4 × 7 16. ** 7 17 15.074 × 22 2° 3° 39 0.25 4 € | Standard • • • • • • • • • • • • • • • • • • • | | |
| (District Clerk) | (Party of the first part) | (Post Office Address) | |
| | ^^^^ | ^^^^ | |
| Judus | K/. | Center Moriches UFSD 529 Main St. Center Moriches, NY 11934 | |
| President of Board of Education | rarry of the second part) | (Post Office Address) | |
| 10 0 | 1 | Center Moriches UFSD | |
| 1 // | le 1 11 | 529 Main St. | |
| Patricea a. X | Jalietta | Center Moriches, NY 11934 | |
| District Clerk | (Party of the second part) | (Post Office Address) | |
| | ^^^^^ | ^^^^ | |
| | | | |

APPROVAL OF THE SUPERINTENDENT

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

(District) Superintendent of Schools First Supervisory District Suffolk County

Center Moriches Union Free School District Center Moriches, NY 11934-2299

Health Services - 2011-2012

| Category | Costs 11/12 |
|-------------------------|---|
| Psychologists | \$242,516.00 |
| Speech Therapists | \$317,361.00 |
| Nurses | \$163,815.00 |
| Physicians | \$39,500.00 |
| Pupil Services | \$171,506.00 |
| Social Workers | \$149,389.00 |
| Employee Benefits @ 30% | \$357,238.00 |
| Equipment | \$1,900.00 |
| Supplies and Services | \$10,700.00 |
| TOTAL | \$1,453,925.00 |
| School Census | 3 49 1 1 8 8 1 4 4 4 5 4 5 4 5 4 5 5 5 5 5 5 5 5 5 5 |

| District | | Our Lady Queen of Apostle | L. Burket Christian School | Total |
|-----------------------|--------|------------------------------|-------------------------------|-------|
| Center Moriches | | 20 | 9 | 29 |
| Connetquot | | 0 | 1 | 1 |
| East Moriches | | 3 | 0 | 3 |
| East Quogue | | 2 | 0 | 2 |
| Eastport-South Manor | | 10 | 9 | 19 |
| Hampton Bays | | 0 | 1 | 1 |
| Longwood | | 11 | 6 | 17 |
| Patchogue-Medford | | 0 | 3 | 3 |
| Riverhead | | 6 | 4 | 10 |
| Rocky Point | | 3 | 0 | 3 |
| Shoreham-Wading River | | 1 | 0 | 1 |
| South Country | | 5 | 4 | 9 |
| Westhampton Beach | | 1 | 2 | 3 |
| William Floyd | | 99 | 25 | 124 |
| | Totals | 161 | 64 | 225 |

Total District Enrollments

| Our Lady Queen of Apostles | 161 |
|--------------------------------|------|
| L. Burket Christian School | 64 |
| Center Moriches Public Schools | 1679 |
| Total | 1904 |

| Per Pupil Calculation: | Total | Cos | st/Total Enroll | ment: | |
|------------------------|--------|-----|-----------------|----------|-----------|
| \$1,4 | 53,925 | / | 1904 | \$763.62 | per pupil |

CENTER MORICHES SCHOOLS

529 MAIN STREET CENTER MORICHES, NY 11934

Customer / Bill To

ROCKY POINT UFSD ATTN: SCHOOL BUSINESS OFFICIAL 90 ROCKY POINT YAPHANK RD. ROCKY POINT, NY 11778

Remit To

CENTER MORICHES U.F.S.D. 529 MAIN STREET CENTER MORICHES, NY 11934 ATTN: BUSINESS OFFIC

Invoice Date: 03/29/12

Terms:

DUE UPON RECEIPT

| Items/Services | Cost Basis | Quantity | Unit Price | Amount |
|--|--------------------|----------|------------|----------|
| HEALTH SERVICES 2011/2012 HEALTH SERVICES - 3 STUDENTS | ANN | 3.000 | 763.62 | 2,290.86 |
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| Special and the second second second | and the second | 114 | - premiye | 6.00 |
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| | and state (10 hr) | | | |
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[Detach here and send with payment]

ROCKY POINT UFSD ATTN: SCHOOL BUSINESS OFFICIAL 90 ROCKY POINT YAPHANK RD. ROCKY POINT, NY 11778

Customer No. 37 Invoice No. 1176

Invoice Date 03/29/12

Terms

: DUE UPON RECEIPT

Total Due

\$2,290.86

Mail Payments To:

CENTER MORICHES U.F.S.D. **529 MAIN STREET** CENTER MORICHES, NY 11934 ATTN: BUSINESS OFFIC

Amount Enclosed:

Comsewogue School District

CENTRAL ADMINISTRATION

290 NORWOOD AVENUE PORT JEFFERSON STATION, NEW YORK 11776-2598 Telephone (631) 474-8116 Fax (631) 474-8399

JOSEPH V. RELLA, Ed.D. Superintendent of Schools SUSAN M. CASALI, CPA Assistant Superintendent for Business

November 8, 2011

Assistant Superintendent for Business Rocky Point Union Free School District 170 Route 25A Rocky Point, NY 11778

Subject: Health & Welfare Service

Dear Sir/Madam:

Under the provisions of the Education Law, Section 912, the school district in which a nonpublic or parochial school is located is required to furnish health services for pupils attending that school. Under the same law, the district whose children attend such schools is required to pay the costs.

Enclosed you will find two originals of the Health and Welfare Service Agreement approved at our Board meeting of November 7, 2011. The Agreement requires the signature of your Board President. Please keep one copy of the Agreement for your files and return one to us. An invoice is also enclosed for Health and Welfare Service for the students attending *North Shore Christian School* in the Comsewogue School District. Please return one copy with your payment.

If you have any further questions, please feel free to contact me at (631) 474-8116 or by e-mail at <u>scasali@comsewogue.org</u>

Sincerely,

Susan M. Casali, CPA

Assistant Superintendent for Business

SMC:mf

Encs.

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 7th day of November, 2011 by and between the BOARD OF EDUCATION, **COMSEWOGUE UNION FREE SCHOOL DISTRICT** (hereinafter referred to as the "SCHOOL DISTRICT PROVIDING SERVICES"), AS THE PARTY OF THE FIRST PART, HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 290 NORWOOD AVENUE, PORT JEFFERSON STATION, NY 11776, and the BOARD OF EDUCATION, **ROCKY POINT UNION FREE SCHOOL DISTRICT** (hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") as the party of the second part, having its principal place of business at 170 ROUTE 25A, ROCKY POINT, NY 11778.

WITNESSETH

WHEREAS, the School Districts who are the parties to this Agreement are duly empowered by Section 912 of the Education Law to enter into a contract for the purpose of providing and/or receiving health and welfare services;

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

- 1. DEFINITIONS: For the purposes of this Agreement,
 - a. "SCHOOL DISTRICT PROVIDING SERVICES" shall mean the School
 District in which the nonpublic school which as requested health and welfare
 services is located.
 - b. "SCHOOL DISTRICT RECEIVING SERVICES" shall mean the School District that is contracting for health and welfare services for its resident students who attend a nonpublic school located within the SCHOOL DISTRICT PROVIDING SERVICES.
- 2. This Agreement is for the period of September 7, 2011 through June 30, 2012, and terminate on June 30, 2012, unless terminated earlier in accordance with the terms set forth herein.
- 3. If requested by a nonpublic school located with the SCHOOL DISTRICT PROVIDING SERVICES, such School District shall provide health and welfare services to the pupils who attend such non-public school equivalent to the health and welfare services that it provides to the public school pupils enrolled in the SCHOOL DISTRICT PROVIDING SERVICES. Such services may consist of, but not limited to the following:
 - a. Nurse Services
 - b. Physician/Dental Services
 - c. School Speech Correction Services

- d. School Psychological Services
- e. School Social Work Services
- f. Examinations for Participants in Athletics
- g. Notification of Parents Regarding Defect and Follow-Up
- h. Visions and Hearing Tests
- i. First Aid Supplies and Health Record Forms
- j. Provision of Medical Equipment such as Audiometers and Mechanical Vision Testers Required by School Nurse/Physician

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

It is expressly understood and agreed between the parties that (1) the SCHOOL DISTRICT PROVIDING SERVICES may not provide such services to pupils attending nonpublic schools that are not available to the public school students enrolled in the SCHOOL DISTRICT PROVIDING SERVICES; and (2) the services to be provided pursuant to this Agreement shall not include any teaching service.

- 4. The SCHOOL DISTRICT PROVIDING SERVICES warrants that such health care services (1) will be provided by licensed health and welfare providers; (2) shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable; and (3) will be in accord with all pertinent provisions of Federal, State, and local statues, rules, and regulations, including Section 912 of the Education Law, and the student's Individualized Education Plan ("IEP"), if applicable. The SCHOOL DISTRICT PROVIDING SERVICES shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statues, rules, regulations and orders.
- 5. The SCHOOL DISTRICT PROVIDING SERVICES understands and agrees that it will comply and is responsible for complying will all applicable Federal, State, and local statutes, rules and ordinance, with respect to the services herein described.
- 6. In full consideration for the services to be rendered by the SCHOOL DISTRICT PROVIDING SERVICES to the SCHOOL DISTRICT RECEIVING SERVICES for the period of this Agreement, upon presentation of an invoice by the SCHOOL DISTRICT PROVIDING SERVICES evidencing the allocation of such costs in accordance with the terms set forth herein, the SCHOOL DISTRICT RECEIVING SERVICES will pay the

SCHOOL DISTRICT PROVIDING SERVICES at the rate of \$663.13 per student for the period of September 2011 through June 2012.

- 7. The SCHOOL DISTRICT PROVIDING SERVICES shall immediately notify the SCHOOL DISTRICT RECEIVING SERVICES if a student is no longer receiving the services described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.
- 8. The SCHOOL DISTRICT RECEIVING SERVICES shall obtain whatever releases or other legal documents that are necessary in order that the SCHOOL DISTRICT PROVIDING SERVICES may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on the SCHOOL DISTRICT RECEIVING SERVICES.
- 9. Both parties to this Agreement agree to provide the State access to all relevant records which the State requires to determine either the SCHOOL DISTRICT PROVIDING SERVICES' OR THE SCHOOL DISTRICT RECEIVING SERVICES' compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. Both parties further agree to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.
- 10. Both parties to the Agreement understand that they may receive and or come into contact with *protected health information* as defined by the Health Insurance Portability and Accounting Act of 1996 ("HIPAA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
- 11. Both parties to this Agreement, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. It is further agreed that any information received by the parties, their employees and/or agents in connection with this Agreement, which concerns the personal, financial, or other affairs of their employees, agents, clients and/or students will be treated by the parties, their employees and agents in full confidence and will not be revealed to any other persons, firms or organizations. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").
- 12. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in accordance with the Education Law. In the event of such termination, the parties will adjust the accounts due and the SCHOOL DISTRICT PROVIDING SERVICES will undertake no additional expenditures not already provided.

Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the SCHOOL DISTRICT RECEIVING SERVICES must be completed by the SCHOOL DISTRICT PROVIDING SERVICES, its employees, and/or agents within thirty (30) days of the termination date.

- 13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability or sponsorship.
- 14. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

SUSAN M. CASALI, CPA ASSISTANT SUPERINTENDENT FOR BUSINESS COMSEWOGUE UNION FREE SCHOOL DISTRICT 290 NORWOOD AVENUE PORT JEFFERSON STATION, NY 11776

ROCKY POINT UNION FREE SCHOOL DISTRICT 170 ROUTE 25A ROCKY POINT, NY 11778

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

- 19. The undersigned representative of the SCHOOL DISTRICT PROVIDING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT PROVIDING SERVICES with full legal rights, power, and authority to enter into this Agreement on behalf of the SCHOOL DISTRICT PROVIDING SERVICES and bind the SCHOOL DISTRICT PROVIDING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT PROVIDING SERVICES in accordance with terms.
- 20. This Agreement is subject to approval by the Board of Education, by resolution duly approved.

| IN WITNESS WHEREOF, the first set forth above. | e parties hereto have executed this agreement the day and year |
|--|--|
| Date: 11/7/2011 | By: JOHN SWENNING PRESIDENT, BOARD OF EDUCATION COMSEWOGUE SCHOOL DISTRICT |
| Date: | By: PRESIDENT, BOARD OF EDUCATION POCKY POINT UNION ERFE SCHOOL DISTRICT |

COMSEWOGUE UNION FREE SCHOOL DISTRICT

290 Norwood Avenue

Port Jefferson Station, New York 11776

PHONE: 631-474-8116 FAX: 631-474-8399

Due upon receipt

INVOICE #

2011-20

DATE:

11/8/2011

To:

Rocky Point Union Free School District

FOR:

Health & Welfare Services 2011-2012

170 Route 25A

Rocky Point, NY 11778

| DESCRIPTION | Amount | |
|--|------------------|-------|
| Health & Welfare Services 2011-2012 For Students Attending a Non-Public School Located in the Comsewogue School District | | |
| Total for 3 Students @ \$663.13 | \$ 1,98 | 89.39 |
| | | |
| | | |
| | | |
| | | |
| То | otal Due \$ 1,98 | 9.39 |

Please make checks payable to Comsewogue School District and forward to:

Susan M. Casali, CPA
Assistant Superintendent for Business
Comsewogue School District
290 Norwood Avenue
Port Jefferson Station, NY 11776

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT AT CENTEREACH



EIGHT 43RD STREET • CENTEREACH, NY 11720 631-285-8037 • 631-738-2748 (fax) • www.mccsd.net

Roberta A. Gerold, Ed.D., Superintendent of Schools Francine McMahon, Deputy Superintendent for Instruction Herbert B. Chessler, Asst. Superintendent for Business James G. Donovan, Asst. Superintendent for Human Resources

January 17, 2012

Rocky Point UFSD Administration Office 170 Route 25A Rocky Point, NY 11778

Attn: Business Manager

Re: 2012/2013 Health Services Contract

Enclosed are two (2) copies of the Health Services Contract between the Middle Country Central School District and the **Rocky Point UFSD**. Also enclosed are copies of the confirmed student list for Our Savior New American School, statement cost and invoice. These student(s) are now receiving health services and have been verified as a resident of your district.

Please have these contracts signed by the proper officials and return one copy with your payment.

Sincerely yours.

Herbert B. Chessler

Assistant Superintendent for Business

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT COST FOR HEALTH AND WELFARE SERVICES PER EDUCATIONAL LAW DECTION 912

PER 2011/2012 VOTER APPROVED BUDGET

| DESCRIPTION | SALARIES | OTHER | TOTAL |
|---|--------------|---|-------------------------|
| A.2250 - SPEECH SERVICES | 2,202,436.00 | 3,867.00 | 2,206,303.00 |
| 2815 - HEALTH SERVICES | 1,066,360.00 | 573,563.00 | 1,639,923.00 |
| A.2820 - PSYCHOLOGICAL SERVICES | 629,376.00 | 0.00 | 629,376.00 |
| A.2825 - SOCIAL WORKER SERVICES | 786,348.00 | 1,280.00 | 787,628.00 |
| TOTAL: | 4,684,520.00 | 578,710.00 | 5,263,230.00 |
| ADD: 40% FOR BENEFITS AND ADMINISTRATIVE EXPENSES | | | 2,105,292.00 |
| TOTAL HEALTH & WELFARE COSTS: | | | 7,368,522.00 |
| STUDENT ENROLLMENT @ 09/30/11 | i | PUBLIC SCHOOL PRIVATE SCHOOL TOTAL ENROLLMENT | 10,319 66 10,385 |
| COST DIVIDED BY ENROLLMENT - PER PUPIL COST: | | | 709.54 2011/2012 |

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 31st day of October, 2011 by and between the Board of Education of the ROCKY POINT UNION FREE SCHOOL DISTRICT (hereinafter "ROCKY POINT"), having its principal place of business for the purpose of this Agreement at 90 Rocky Point-Yaphank Road, Rocky Point, NY 11778 and the Board of Education of the MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "MIDDLE COUNTRY"), having its principal place of business for the purpose of this Agreement at 8 43rd Street, Centereach, New York.

WITNESSETH

WHEREAS, ROCKY POINT is authorized pursuant to Section 912 of the Education Law, to enter into a contract with MIDDLE COUNTRY for the purpose of having MIDDLE COUNTRY provide health and welfare services to children residing in ROCKY POINT and attending a non-public school located in MIDDLE COUNTRY,

WHEREAS, certain students who are residents of **ROCKY POINT** are attending non-public schools located in MIDDLE COUNTRY,

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

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

- 1. The term of this Agreement shall be from July 1, 2011 through June 30, 2012 inclusive.
- 2. MIDDLE COUNTRY warrants that the health and welfare services will be provided by licensed health care providers. MIDDLE COUNTRY further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. MIDDLE COUNTRY further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. MIDDLE COUNTRY shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
- MIDDLE COUNTRY understands and agrees that it will comply and is responsible for complying will all applicable Federal, State, and local laws, rules and regulations with respect to the services provided pursuant to this Agreement.

Rocky Point Contract Page 1 of 4

- 4. The services provided by MIDDLE COUNTRY shall be consistent with the services available to students attending public schools within the MIDDLE COUNTRY School District; and may include, but are not limited to:
 - all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
 - b. dental prophylaxis,
 - c. vision and hearing screening examinations,
 - d. the taking of medical histories and the administration of health screening tests,
 - e. the maintenance of cumulative health records, and
 - f. the administration of emergency care programs for ill or injured students.

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

- In exchange for the provision of health and welfare services pursuant to this Agreement, ROCKY POINT agrees to pay MIDDLE COUNTRY the sum of \$709.54 per eligible pupil for the 2011-2012 school year.
- 6. ROCKY POINT shall pay MIDDLE COUNTRY within thirty (30) days of ROCKY POINT'S receipt of a detailed written invoice from MIDDLE COUNTRY. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
- 7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, MIDDLE COUNTRY shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by ROCKY POINT shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, MIDDLE COUNTRY shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by ROCKY POINT shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- MIDDLE COUNTRY shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the nonpublic school.
- 10. Both parties agree to provide the State access to all relevant records which the State requires to determine either MIDDLE COUNTRY'S or ROCKY POINT'S compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.

Rocky Point Contract Page 2 of 4

- 11. Both parties to this Agreement understand that they may receive and or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
- 12. Poth 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).
- Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
- 14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

Rocky Point Union Free School District 90 Rocky Point-Yaphank Road Rocky Point, NY 11778

Middle Country Central School District 8 43rd Street Centereach, NY 11720

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

Rocky Point Contract Page 3 of 4

- 17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
- 18. This Agreement and the rights and obligations of the parties hereunder shall be construed in _ccordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
- 19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and 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.
- 20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- It is mutually agreed that this contract shall not become valid and binding upon either
 party until the contract is approved by the Superintendent of Schools of ROCKY
 POINT.

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

ROCKY POINT UNION FREE SCHOOL DISTRICT

Superintendent of Schools

ROCKY POINT UNION FREE
SCHOOL DISTRICT,

MIDDLE COUNTRY CENTRAL
SCHOOL DISTRICT,

President, Board of Education

MIDDLE COUNTRY CENTRAL
SCHOOL DISTRICT,

President, Board of Education

Rocky Point Contract Page 4 of 4



Middle Country Central School District

8 43rd Street Centereach, NY 11720

Roberta A. Gerold, Ed.D., Superintendent of Schools Francine McMahon, Deputy Superintendent for Instruction Herbert B. Chessler, Asst. Superintendent for Business James G. Donovan, Asst. Superintendent for Human Resources

Due upon receipt

INVOICE # HS 11/12-12

To: Rocky Point UFSD 170 Route 25A Rocky Point, NY 11778 Date: January 17, 2012

For: HEALTH & Welfare Services 2011-2012

| DESCRIPTION | AMO | UNT |
|--|-----------|------------|
| Health & Welfare Services 2011-2012 For Students Attending a Non-Public School Located in the Middle Country School District | | |
| Total for 3 Students @ \$709.54 | | \$2,128.62 |
| | | |
| | Total Due | \$2,128.62 |

Please make checks payable to Middle Country CSD and forward to:

Middle Country CSD 8 43RD Street Centereach, NY 11720 Attn: Bernadette Hoppe

The mission of the MCCSD is to empower and inspire all students to apply the knowledge, skills, and attitudes necessary to be creative problem solvers, to achieve personal success, and to contribute responsibly in a diverse and dynamic world.

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 1st day of September, 2011, by and between the BOARD OF EDUCATION, PORT JEFFERSON SCHOOL DISTRICT (hereinafter referred to as the PORT JEFFERSON UFSD, as the party of the first part having its principal place of business at 550 SCRAGGY HILL RD, PORT JEFFERSON, NY 11777, and the BOARD OF EDUCATION OF THE ROCKY POINT UFSD("hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") as the party of the second part, having its principal place of business at 170 ROUTE 25A, ROCKY POINT, NY 11778

WITNESSETH

WHEREAS, the School Districts who are the parties to this Agreement are duly empowered by Section 912 of the Education Law to enter into a contract for the purpose of providing and/or receiving health and welfare services;

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

- DEFINITIONS: For the purposes of this Agreement,
 - a. "SCHOOL DISTRICT PROVIDING SERVICES" shall mean the School District in which the nonpublic school which has requested health and welfare services is located.
 - b. "SCHOOL DISTRICT RECEIVING SERVICES" shall mean the School District that is contracting for health and welfare services for its resident students who attend a nonpublic school located with the PORT JEFFERSON UFSD.
- 2. This Agreement shall take effect on the 1st day of September 2011 for the period of September 1, 2011 through June 30, 2012, and terminate on June 30, 2012 unless terminated earlier in accordance with the terms set forth herein.
- 3. If requested by a nonpublic school located within the PORT JEFFERSON UFSD, such School District shall provide health and welfare services to the pupils who attend such non-public school equivalent to the health and welfare services that it provides to the public school pupils enrolled in the PORT JEFFERSON UFSD. Such services shall consist of, but not limited to the following:
 - a. Nurse Services
 - b. Physician/Dental Services
 - c. School Speech Correction Services*
 - d. School Psychological Services*
 - e. School Social Work Services
 - f. Examinations for Participants in Athletics
 - g. Notification of Parents Regarding Defect and Follow-Up
 - h. Visions and Hearing Tests

- i. First Aid Supplies and Health Record Forms
- Provision of Medical Equipment such as Audiometers and Mechanical Vision Testers Required by School Nurse/Physician

The services set forth above may be rendered on nonpublic school premises except for school psychological and speech correction services as further described below.

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

In addition to the requested services described above, the PORT JEFFERSON UFSD shall provide the following health and welfare services without the requirement that the non-public school request such services: (1) immunization mandates set forth in Sections 2164 and 2165 of the New York State Public Health Law and 10 NYCRR Sections 66-1 and 66-2; and (2) vision screening services to all new admissions within six (6) months of enrollment pursuant to Section 905(4) of the Education Law.

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

It is expressly understood and agreed between the parties that (1) the PORT JEFFERSON UFSD may not provide such services to pupils attending nonpublic schools that are not available to the public school students enrolled in the PORT JEFFERSON UFSD; and (2) the services to be provided pursuant to this Agreement shall not include any teaching service.

- 4. The PORT JEFFERSON UFSD warrants that such health care services (1) will be provided by licensed health and welfare providers; (2) shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable; and (3) will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, and regulations, including, Section 912 of the Education Law, and the student's Individualized Education Plan ("IEP"), if applicable. The PORT JEFFERSON UFSD shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations and orders.
- 5. The PORT JEFFERSON UFSD understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and ordinances, with respect to the services herein described.

- 6. In full consideration for the services to be rendered by the PORT JEFFERSON USFD to the SCHOOL DISTRICT RECEIVING THE SERVICES for the period of this Agreement, upon presentation of an invoice by the PORT JEFFERSON UFSD evidencing the allocation of such costs in accordance with the terms set forth herein, the SCHOOL DISTRICT RECEIVING SERVICES will pay the PORT JEFFERSON UFSD at the rate of \$668.83 per student for the period of September 2011 through June 2012.
- 7. The PORT JEFFERSON UFSD shall immediately notify the SCHOOL DISTRICT RECEIVING SERVICES if a student is no longer receiving the services described herein. Upon such notification, payment for student removed shall be pro-rated for the period of time services were provided to the student.
- 8. The SCHOOL DISTRICT RECEIVING SERVICES shall obtain whatever releases or other legal documents that are necessary in order that the PORT JEFFERSON UFSD may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on the SCHOOL DISTRICT RECEIVING THE SERVICES.
- 9. Both parties to this Agreement agree to provide the State access to all relevant records which the State requires to determine either the PORT JEFFERSON UFSD or the SCHOOL DISTRICT RECEIVING SERVICES compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. Both parties further agree to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.
- 10. 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.
- 11. Both parties to this Agreement, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. It is further agreed that any information received by the parties, their employees and/or agents in connection with this Agreement, which concerns the personal, financial, or other affairs of their employees, agents, clients and/or students will be treated by the parties, their employees and agents in full confidence and will not be revealed to any other persons, firms or organizations. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").
- 12. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party in accordance with the Education Law. In the event of such

termination, the parties will adjust the accounts due and the PORT JEFFERSON UFSD will undertake no additional expenditures not already provided. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the SCHOOL DISTRICT RECEIVING SERVICES must be completed by the PORT JEFFERSON UFSD, its employees, and/or agents within thirty (30) days of the termination date.

- 13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability or sponsorship.
- 14. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized prior service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

PORT JEFFERSON UFSD 550 SCRAGGY HILL ROAD PORT JEFFERSON, NY 11777 Attention: Carol Ann Trask

ROCKY POINT UFSD 170 ROUTE 25 A ROCKY POINT, NY 11778 Attention: Business Official

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

JEFFERSON UFSD and bind the PORT JEFFERSON UFSD with respect to the obligations enforceable against the PORT JEFFERSON UFSD in accordance with terms.

20. This Agreement is subject to approval by the Board of Education, by resolution duly approved.

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

| | | U | - | - |
|-------|----------------------------------|-------------------|--------|----|
| Ву: _ | SUPERINTENDENT PORT JEFFERSON | OF SCHOOLS | 3 | |
| Date: | 4/25/ | | | |
| Ву: _ | | | | |
| _ | SUPERINTENDENT | | 3 | |
| Date: | ROCKY POINT UFS | D | | |
| | | | | |
| Ву_ | PRESIDENT OF THE F | | | |
| P | PORT JEFFERSON UF | SOARD OF ED SD | UCATIO | ON |
| Date: | 4/25/12 | | | |
| Bv: | | | | |
| PR | ESIDENT OF THE BO | OARD OF EDU | CATION | 1 |
| Date: | | | | |

PORT JEFFERSON UNION FREE SCHOOL DISTRICT 550 SCRAGGY HILL ROAD PORT JEFFERSON, NY 11777

HEALTH SERVICES RATE CALCULATION 2011-2012

| Pupil Personnel Administration Clerical Services School Nursing Services Psychologists Speech Correctionists Drug Free School Counselor Social Worker | \$ \$ \$ \$ \$ | 66,000.00 39,210.00 166,364.00 165,491.00 160,137.00 45,390.50 45,390.50 | |
|---|----------------------------|--|------------------|
| Total Salaries | | | \$ 687,983.00 |
| Fringe Benefits | | | \$ 247,673.88 |
| Physician Equipment Supplies Contractual Services | *** | 18,000.00 - 8,051.32 75.00 | \$ 26,126.32 |
| Total Costs | | | \$ 961,783.20 |
| Enrollment from 2011/12 BEDS data | | | |
| Port Jefferson Enrollment Our Lady of Wisdom Enrollment | _ | 1,267.00 171.00 | |
| Total Students Receiving Health Services | | 1,438.00 | |
| COST PER STUDENT | | | \$ 668.83 |

PORT JEFFERSON UFSD BUSINESS OFFICE

550 SCRAGGY HILL ROAD PORT JEFFERSON, NY 11777

Customer / Bill To

ROCKY POINT PUBLIC SCHOOLS BUSINESS OFFICE 90 ROCKY POINT YAPHANK RD ROCKY POINT, NY 11778

Remit To

Port Jefferson UFSD 550 Scraggy Hill Road Port Jefferson, NY 11777 ATTN: Business Office Invoice Date : 03/12/12

Terms:

Due upon receipt

| Cost Basis | Quantity | Unit Price | Amount |
|------------|----------|------------|-------------------|
| STU | 10.000 | 668.83 | 6,688.30 |
| | | | 5) 24T 9 |
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| 9 | 1 | | |
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| | | STU 10.000 | STU 10.000 668.83 |

[Detach here and send with payment]

ROCKY POINT PUBLIC SCHOOLS BUSINESS OFFICE 90 ROCKY POINT YAPHANK RD ROCKY POINT, NY 11778

Customer No. 268

Invoice No. 712

Invoice Date 03/12/12

Terms

: Due upon receipt

Total Due

: \$6,688.30

Mail Payments To:

Port Jefferson UFSD 550 Scraggy Hill Road Port Jefferson, NY 11777 ATTN: Business Office Amount Enclosed:



SMITHTOWN CENTRAL SCHOOL DISTRICT 26 NEW YORK AVENUE, UNIT 1, SMITHTOWN, NEW YORK 11787-3435

Annamarie J. Leodis, C.P.A. Principal Accountant (631) 382-2120 FAX (631) 382-2125 Edward L. Ehmann Superintendent of Schools (631) 382-2005 FAX (631) 382-2010

April 2, 2012

Rocky Point Public Schools 170 Route 25A Rocky Point, NY 11778

Attention Business Office:

Re: 2011-2012 Health & Welfare Billing

Attached please find two (2) copies of the 2011-12 Health Services Contract for students residing in your district attending non-public schools within Smithtown Central School District. Please obtain the necessary signatures and return one (1) copy of the signed contract along with your payment. We also request that you indicate our invoice number on your check.

Also enclosed are:

- Invoice for the total amount due
- List of verified students attending non-public schools in Smithtown CSD
- · Breakdown of the costs
- W-9, if needed, in order to process our payment.

If you have any questions, please contact Accounting at 631-382-2120.

Thank you for your prompt attention to this request.

Yours truly,

Annamarie J. Leodis, CPA Principal Accountant

AJL/mc Enc.

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 14th day of February, 2012, by and between the BOARD OF EDUCATION, SMITHTOWN CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT PROVIDING SERVICES"), as the party of the first part, having its principal place of business at 26 New York Avenue, Smithtown, NY 11787, and the BOARD OF EDUCATION OF ROCKY POINT UFSD ("hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") as the party of the second part, having its principal place of business at 90 ROCKY POINT-YAPHANK ROAD, ROCKY POINT, NY 11778.

WITNESSETH

WHEREAS, the School Districts who are the parties to this Agreement are duly empowered by Section 912 of the Education Law to enter into a contract for the purpose of providing and/or receiving health and welfare services;

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

- DEFINITIONS: For the purposes of this Agreement,
 - a. "SCHOOL DISTRICT PROVIDING SERVICES" shall mean the School District in which the nonpublic school which has requested health and welfare services is located.
 - b. "SCHOOL DISTRICT RECEIVING SERVICES" shall mean the School District that is contracting for health and welfare services for its resident students who attend a nonpublic school located within the SCHOOL DISTRICT PROVIDING SERVICES.
- 2. This Agreement shall take effect on the 14th day of February, 2012, for the period of September 1, 2011 through June 30, 2012, and terminate on June 30, 2012 unless terminated earlier in accordance with the terms set forth herein.
- 3. If requested by a nonpublic school located within the SCHOOL DISTRICT PROVIDING SERVICES, such School District shall provide health and welfare services to the pupils who attend such non-public school equivalent to the health and welfare services that it provides to the public school students enrolled in SCHOOL DISTRICT PROVIDING SERVICES. Such services shall consist of, but not limited to the following:
 - a. Nurse Services
 - b. Physician/Dental Services
 - c. School Speech Correction Services*
 - d. School Psychological Services*
 - e. School Social Work Services
 - f. Examinations for Participants in Athletics
 - g. Notification of Parents Regarding Defect and Follow-Up
 - h. Visions and Hearing Tests
 - i. First Aid Supplies and Health Record Forms
 - j. Provision of Medical Equipment such as Audiometers and Mechanical Vision Testers Required by School Nurse/Physician

The services set forth above may be rendered on nonpublic school premises except for school psychological and speech correction services as further described below.

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

In addition to the requested services described above, the SCHOOL DISTRICT PROVIDING SERVICES shall provide the following health and welfare services without the requirement that the non-public school request such services: (1) immunization mandates set forth in Sections 2164 and 2165 of the New York State Public Health Law and 10 NYCRR Sections 66-1 and 66-2; and (2) vision screening services to all new admissions within six (6) months of enrollment pursuant to Section 905(4) of the Education Law.

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

It is expressly understood and agreed between the parties that (1) the SCHOOL DISTRICT PROVIDING SERVICES may not provide such services to pupils attending nonpublic schools that are not available to the public school students enrolled in the SCHOOL DISTRICT PROVIDING SERVICES; and (2) the services to be provided pursuant to this Agreement shall not include any teaching service.

- 4. The SCHOOL DISTRICT PROVIDING SERVICES warrants that such health care services (1) will be provided by licensed health and welfare providers; (2) shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable; and (3) will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, and regulations, including, Section 912 of the Education Law, and the student's Individualized Education Plan ("IEP"), if applicable. The SCHOOL DISTRICT PROVIDING SERVICES shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations and orders.
- 5. The SCHOOL DISTRICT PROVIDING SERVICES understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and ordinances, with respect to the services herein described.

- 6. In full consideration for the services to be rendered by the SCHOOL DISTRICT PROVIDING SERVICES to the SCHOOL DISTRICT RECEIVING SERVICES for the period of this Agreement, upon presentation of an invoice by the SCHOOL DISTRICT PROVIDING SERVICES evidencing the allocation of such costs in accordance with the terms set forth herein, the SCHOOL DISTRICT RECEIVING SERVICES will pay the SCHOOL DISTRICT PROVIDING SERVICES at the rate of \$ 862.75 per student for the period of September 2011 through June 2012.
- 7. THE SCHOOL DISTRICT PROVIDING SERVICES shall immediately notify the SCHOOL DISTRICT RECEIVING SERVICES if a student is no longer receiving the services described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.
- 8. The SCHOOL DISTRICT RECEIVING SERVICES shall obtain whatever releases or other legal documents that are necessary in order that the SCHOOL DISTRICT PROVIDING SERVICES may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on the SCHOOL DISTRICT RECEIVING SERVICES.
- 9. Both parties to this Agreement agree to provide the State access to all relevant records which the State requires to determine either the SCHOOL DISTRICT PROVIDING SERVICES or the SCHOOL DISTRICT RECEIVING SERVICES compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. Both parties further agree to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.
- 10. 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 ("HIP AA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIP AA and shall comply with said Regulations, if applicable.
- 11. Both parties to this Agreement, their employees, and/ or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. It is further agreed that any information received by the parties, their employees and/ or agents in connection with this Agreement, which concerns the personal, financial, or other affairs of their employees, agents, clients and/ or students will be treated by the parties, their employees and agents in full confidence and will not be revealed to any other persons, firms or organizations. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").
- 12. Each party will indemnify and hold the other harmless from all liabilities and damages, including attorneys' fees, arising from its own negligence under this agreement.

- 13. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party in accordance with the Education Law. In the event of such termination, the parties will adjust the accounts due and the SCHOOL DISTRICT PROVIDING SERVICES will undertake no additional expenditures not already provided. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the SCHOOL DISTRICT RECEIVING SERVICES must be completed by the SCHOOL DISTRICT PROVIDING SERVICES, its employees, and/ or agents within thirty (30) days of the termination date.
- 14. 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.
- 15. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

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

ROCKY POINT UFSD 90 ROCKY POINT-YAPHANK ROAD ROCKY POINT, NY 11778 Attention: <u>Business Office</u>

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

- 20. The undersigned representative of the SCHOOL DISTRICT PROVIDING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT PROVIDING SERVICES with full legal rights, power, and authority to enter into this Agreement on behalf of the SCHOOL DISTRICT PROVIDING SERVICES and bind the SCHOOL DISTRICT PROVIDING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT PROVIDING SERVICES in accordance with terms.
- 21. This Agreement is subject to approval by the Board of Education, by resolution duly approved.
- 22. There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.
- 23. This is a negotiated Agreement, and this Agreement shall not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this agreement.

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

| By: SUPERINTENDENT OF SCHOOLS SMITHTOWN CENTRAL SCHOOL DISTRICT | Date: 2/lass |
|--|---------------|
| By: LOSAes Waeken BOARD OF EDUCATION SMITHTOWN CENTRAL SCHOOL DISTRICT | Date: 2-14-12 |
| By:SUPERINTENDENT OF SCHOOLS ROCKY POINT UFSD | _ Date: |
| By:BOARD OF EDUCATION ROCKY POINT UFSD | _ Date: |

Smithtown Central School District 26 New York Avenue - Unit 1 Smithtown, NY 11787 (631) 382-2120

The computation of health costs (per student) for Smithtown Central School District for the 2011-2012 School Year was determined by the following method:

| FTE | Salaries (subject to fringe benefits) | - | | |
|-----------------|---------------------------------------|----|----------------|--------|
| 22.90 | Speech Services | \$ | 2,154,235 | |
| 18.00 | Psychological | | 1,615,441 | |
| 12.00 | Social Workers | | 1,160,522 | |
| | Clerical & Contractual | | | |
| 6.00 | (certified salaries) | | 145,719 | |
| 42.50 | Nurses | | 1,727,740 | |
| | Sub-total (salaries) | | 6,803,657 | |
| | Fringe Benefits on Salary | | 2,686,896 | |
| | Contracted Nurses | | 342,797 | |
| | Materials & Supplies | | 37,430 | |
| | Equipment | | - | |
| | Total Health Costs | \$ | 9,870,780 | |
| Student Enrolln | nent as of October 2011 | | | |
| | Smithtown Central School District | | | 10,536 |
| | Harbor Country Day School | | | 58 |
| | St. Patrick's School | | | 324 |
| | Sts. Philip & James School | | | 122 |
| | Smithtown Christian School | | | 401 |
| | Total Student Enrollment @ 10/05/2011 | | : - | 11,441 |

11,441

\$ 9,870,780

Divided by

\$

862.755

1ssue Date 03/30/2012

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

Invoice Number 303-12A

Due Date: 04/29/2012



INVOICE

Issued To:

ROCKY POINT PUBLIC SCHOOLS 170 ROUTE 25A ROCKY POINT, NY 11778

488700

| Item Number | Item Description | | Amount |
|-------------|--|-----------|--------|
| | 2011/12 HEALTH AND WELFARE SERVICES | | |
| | 0 student(s) attending Harbor Country Day School 0 student(s) attending Sts. Philip & James School 0 student(s) attending St. Patrick's School 1 student(s) attending Smithtown Christian School | | 862.7 |
| | (As per attached) | | |
| | 1.0000 @ 862.7500 per STUDENT | ĺ | |
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| | Invo | ice Total | 862. |

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

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

60 Weston Street Huntington Station, New York 11746

Phone: (631) 812-3004 FAX: (631) 812-3005

February 2012

Mr. Gregory Hilton School Business Official Rocky Point Union Free School District 170 Route 25A Rocky Point, New York 11778

Dear Mr. Hilton:

We are enclosing two (2) copies of the Health and Welfare Service Agreement covering health services to be furnished during the school year 2011-2012 for resident students who attend St. Anthony's High School and or the Long Island School for the Gifted located in the South Huntington Union Free School District, Huntington Station, New York. Please obtain the necessary signatures and return one (1) copy to this office.

We are also enclosing a listing of students residing in your district, an invoice for the total amount due, and a Health Services cost breakdown. If you have any questions, please contact Susan Sedacca at 631-812-3004.

Listed below is a statement of cost per pupil:

Professional Services \$798.50
Supplies and Equipment/Contractual 9.44
\$807.94

If you have any questions, please do not hesitate to contact Susan Sedacca at 631-812-3004.

Very truly yours,

Karen L. Occhiogrosso

Assistant Superintendent for Business

SS

Enclosures

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this first day of July 2011, by and between the SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT ("SOUTH HUNTINGTON"), as the party of the first part, having its principal place of business at 60 Weston Street, Huntington Station, NY 11746, and the BOARD OF EDUCATION of the ROCKY POINT UNION FREE SCHOOL DISTRICT as the party of the second part, having its principal place of business at 170 Route 25A, Rocky Point, NY 11778.

WITNESSETH

WHEREAS, the SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT has been duly empowered by the provision of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in the Rocky Point Union Free School District and attending non-public schools in the SOUTH **HUNTINGTON Union Free School District:**

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

- 1. This Agreement shall take effect on the first day of July 2011, for the period of September 1, 2011 through June 30, 2012, and terminate on June 30, 2012, unless terminated earlier in accordance with the terms set forth herein.
- 2. SOUTH HUNTINGTON warrants that the health care services will be provided by licensed health care providers. SOUTH HUNTINGTON further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable. SOUTH HUNTINGTON further represents that such health care services will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, regulations, including, Section 912 of the Education Law, and the student's IEP, if applicable. SOUTH HUNTINGTON shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations, and orders.
- SOUTH HUNTINGTON understands and agrees that it will comply and is responsible for complying with all applicable Federal, State and local statutes, rules and ordinances, with respect to the services herein described.
- 4. SOUTH HUNTINGTON shall provide the following health and welfare services, consisting of, but not limited to the following:

Nurse Services Physician Evaluation School Speech Correction Evaluation Vision and Hearing Screenings School Psychological Evaluation Maintain Health Records

Notification of Parents Regarding Defects and Follow-Up Furnish First Aid Supplies Provision of Medical Equipment Required by School Nurse/Physician

The party of the second part shall furnish the equipment to be used in providing such services if requested by the authorities in charge of the non-public school(s). It is expressly understood and agreed between the parties that the services to be provided pursuant to this contract shall not include any teaching service. SOUTH HUNTINGTON shall make its

- personnel available to Rocky Point UFSD for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. Rocky Point UFSD shall notify SOUTH HUNTINGTON of the need for its presence at these meetings no later than twenty-one (21) days before the date of the meeting. Copies of all reports, testing and observation reports prepared in connection with this Agreement shall be furnished to Rocky Point UFSD upon request.
- 5. In full consideration for the services to be rendered by SOUTH HUNTINGTON to Rocky Point UFSD for the period of this Agreement, upon presentation of an invoice by SOUTH HUNTINGTON evidencing the allocation of such costs in accordance with the terms set forth herein, Rocky Point UFSD will pay SOUTH HUNTINGTON at the rate of \$807.94 per student for the period of September 2011 through June 2012.
- 6. SOUTH HUNTINGTON shall immediately notify the Rocky Point Union Free School District if a student is no longer receiving the services as described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.
- 7. Rocky Point UFSD shall obtain whatever releases or other legal documents that are necessary in order that SOUTH HUNTINGTON may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on Rocky Point UFSD.
- 8. Rocky Point UFSD agrees to provide the State access to all relevant records which the State requires to determine either SOUTH HUNTINGTON's or Rocky Point UFSD's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. Rocky Point UFSD agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.
- 9. Both parties to this Agreement understand that they may receive and or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
- 10. Rocky Point UFSD, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Rocky Point UFSD, its employees, and 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. Rocky Point UFSD further agrees that any information received by Rocky Point UFSD, its employees, and agents in connection with this Agreement which concerns the personal, financial, or other affairs of SOUTH HUNTINGTON, its employees, agents, clients, and/or students will be treated by Rocky Point UFSD, its employees, and agents in full confidence and will not be revealed to any other persons, firms, or organizations. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to Family Educational Rights and Privacy Act ("FERPA").
- 11. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and SOUTH HUNTINGTON will undertake no additional expenditures not already provided. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to Rocky Point UFSD must be completed by SOUTH HUNTINGTON, its employees, and/or agents within thirty (30) days of the termination date.

- 12. Services provided pursuant to this agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability or sponsorship.
- 13. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to: SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT, 60 Weston Street, Huntington Station, New York 11746
- 14. The parties shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the non-assigning party.
- 15. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Agreement shall remain in full force and effect.
- 16. This Agreement constitutes the full and complete Agreement between SOUTH HUNTINGTON and Rocky Point UFSD, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.
- 17. The undersigned representative of Rocky Point UFSD hereby represents and warrants that the undersigned is an officer, director, or agent of Rocky Point UFSD with full legal rights, power, and authority to enter into this Agreement on behalf of Rocky Point UFSD and bind Rocky Point UFSD with respect to the obligations enforceable against Rocky Point UFSD in accordance with terms.

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

| Ву: | By: |
|--|---------------|
| Printed Name: Jim Kaden | Printed Name: |
| Title: President of Board of Education | Title: |
| Date: 214/12 | Date: |
| APPROVAL OF SUI | 7.75 |
| By: Nous V- Ml. Date: My2 | By: Date: |

1ssue Date 03/06/2012



SOUTH HUNTINGTON UFSD ADMINISTRATION BUILDING 60 WESTON STREET HUNTINGTON STATION, NY 11746-4098

Invoice Number 213-12A

INVOICE

Issued To:

Rocky Point Union Free School District 82 Rocky Point-Yaphank Road Rocky Point, NY 11778

051852

| tem Number | Item Description | Amount |
|------------|---|---------|
| | HEALTH SERVICES 2011-2012 | |
| | HEALTH SERVICES FOR STUDENTS ATTENDING NON-PUBLIC SCHOOLS LOCATED IN THE SOUTH HUNTINGTON UFSD FOR THE 2011-2012 SCHOOL YEAR @ \$807.94 PER STUDENT | 4,847.6 |
| | ST. ANTHONY'S HIGH SCHOOL - 6 STUDENTS @ \$807.94 = \$4847.64 | |
| | 1.0000 @ 4,847.6400 per Each | |
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| | Invoice Total | 4,847.0 |

PLEASE MAKE CHECK PAYABLE TO SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT - GENERAL FUND. IF YOU HAVE ANY QUESTIONS CONCERNING ABOVE, PLEASE CONTACT SUSAN SEDACCA AT 631-812-3004

J. Richard Boyes, Ed.D. Superintendent Nicholas J. Dyno, Ed.D. Assistant Superintendent for Instruction Maria H. Smith, MBA, SBA Assistant Superintendent for Business



DISTRICT OFFICE 70 Leland Lane Southampton, NY 11968-5089 Phone: 631-591-4540 Fax: 631-591-4528



Dr. Michael F. Ring Superintendent of Schools Rocky Point UFSD 90 Rocky Point-Yaphank Road Rocky Point, NY 11778

Dear Dr. Ring,

Under the relevant sections of the Education Law and Commissioner's Regulations, the school district in which a nonpublic school is located is required to provide health services to the students attending the nonpublic or parochial school; with the school district responsible for paying the costs of these health services.

Enclosed, please find health services billing for the 2011-2012 school year, using the customary state formula. Also attached is the list of students from your district attending Our Lady of the Hamptons RC School.

Also enclosed are three copies of the Health Services Contract for the 2011-2012 school year. Kindly have them signed and return two copies to me, retaining one copy for your files.

Your prompt payment and attention to this matter would be appreciated.

Maria H. Smith

incerely,

Assistant Superintendent

For Business

MHS:plr Attachments J. Richard Boyes, Ed.D. Superintendent

Nicholas J. Dyno, Ed.D. Assistant Superintendent for Instruction

Maria H. Smith, MBA, SBA Assistant Superintendent for Business



DISTRICT OFFICE

70 Leland Lane Southampton, NY 11968-5089

> Phone: 631-591-4540 Fax: 631-591-4528

2-Apr-12

Dr. Michael F. Ring Superintendent of Schools Rocky Point UFSD 90 Rocky Point-Yaphank Rd Rocky Point, NY 11778

INVOICE

HEALTH SERVICES BILLING - COST JUSTIFICATION

| Rela | ated Costs: | 2011/2012 |
|------|--------------------------|-----------------|
| | Clerical Salary (10%) | \$6,415.80 |
| | School Nurse Salary | 333,406.00 |
| | Psychologists Salary | 522,735.00 |
| | Speech Therapists Salary | 464,851.00 |
| | Social Workers Salary | 297,000.00 |
| | Occupational Therapist | \$78,305.00 |
| | Benefits provided: | |
| | Medical & Dental | 233,268.49 |
| | FICA & Medicare | 130,257.53 |
| | Retirement | 182,983.12 |
| | Physician's Fees | 2,550.00 |
| | Supplies | <u>3,347.90</u> |
| | | \$2,249,221.94 |
| | | |

Students Served:

| Southampton Public School | | 1670 |
|--|-----------------|------|
| Our Lady of the Hamptons RC School (K-8) | | 291 |
| | Total Students: | 1961 |

Cost Per Student (K-12) (total costs/total students) \$1,146.98 See attached list of student(s) 1 $\underline{1}$

TOTAL AMOUNT DUE: \$1,146.98

SOUTHAMPTON UNION FREE SCHOOL DISTRICT Southampton, New York

1

CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT made in triplicate this 1st day of June, 2011, by and between the Board of Education of the Rocky Point Union Free School District, County of Suffolk, NY, party of the first part, and Board of Education of the Southampton Union Free School District of Southampton, County of Suffolk, NY, party of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by the provisions of Section #912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending non-public schools in the Southampton School District, County of Suffolk, NY, to begin September 6, 2011, and to end June 22, 2012.

Now, Therefore, The said party of the first part hereby agrees to pay the party of the second part the sum of \$1,146.98 per student for health and welfare services to be provided under Section #912 to approximately 1 student residing in the Rocky Point Union Free School District, County of Suffolk, NY and attending non-public schools in said Southampton Union Free School District, County of Suffolk, NY.

And the party of the second part hereby agrees with the party of the first part as follows:

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

Annual medical inspection, as required, school nursing service, examination for employment certificates, notification of parents regarding defects and follow-up, instructions for first-aid for school emergencies, vision and hearing tests, as provided to public school pupils, examinations for participation in athletics.

2. The party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the non-public school:

Supplies and equipment for use by school nurse, (i.e. scales, vision and hearing testing devices, health record forms, first-aid supplies, and all other readily transportable equipment and supplies pertaining to delivery of services.)

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

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the Southampton Superintendent of Schools shall approve the same.

| | and the boundary on supermendent of schools shall approve the same. | |
|-------|--|---|
| In wi | tness thereof, the parties have hereunto set their hands the day and year above written. | _ |

Rocky Point UFSD 90 Rocky Point-Yaphank Rd Rocky Point, NY 11778

(Trustee/President, Board of Education) (Party of the First Part)

Rocky Point UFSD 90 Rocky Point-Yaphank Rd Rocky Point, NY 11778

(Trustee/Clerk, Board of Education) (Party of the First Part)

(President, Board of Education)

(Party of the Second Part)

. . 5

(Clerk, Board of Education) (Party of the Second Part) Southampton UFSD 70 Leland Lane Southampton, NY 11968

Southampton UFSD 70 Leland Lane Southampton, NY 11968

APPROVAL OF SUPERINTENDENT

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

Date: 4/5/12

Superintendent of Schopls

Southampton Union Free School District

Suffolk County, New York

RIVERHEAD CENTRAL SCHOOL DISTRICT

700 Osborne Avenue Riverhead, NY 11901-2996 FAX (631) 369-6816 · www.riverhead.net

Ms. Nancy Carney Superintendent of Schools (631) 369-6717



Dr. Lois Etzel Assistant Superintendent for Curriculum & Instruction (631) 369-6714

Mr. Sam M. Schneider Assistant Superintendent for Finance & Operations (631) 369-6708

Mr. Joseph Ogeka, Jr. Assistant Superintendent for Personnel & Community Services (631) 369-7157

December 19, 2011

Rocky Point Union Free School District Greg Hilton, School Business Official 90 Rocky Point-Yaphank Road Rocky Point, NY 11778

Subject: Student Verification

Dear Mr. Hilton,

Under the provisions of the Education Law, Section 912, the school district in which a nonpublic or parochial school is located is required to furnish health services for pupils attending that school. Under the same law, the district whose children attend such schools is required to pay the costs.

In order to conform to Section 912, attached you will find two (2) Health and Welfare Service Agreements and invoice # 011-12A for Health and Welfare Service for the students attending St. Isidore School, McGann-Mercy High School and Riverhead Charter School. After any necessary approval by your Board of Education, please have your designees sign and print their names on page 5 of the agreement and return a fully executed copy to our office. Please return the remittance copy with payment.

Thank you for your prompt attention to this matter.

If you have any further questions please feel free to contact Holly Chew at 631-369-6823 or by e-mail at holly.chew@riverhead.net.

Sincerely

Sam M. Schneider

Assistant Superintendent for Finance & Operations

/hc Enc.

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this _____ day of December, 2011, by and between the BOARD OF EDUCATION, RIVERHEAD CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT PROVIDING SERVICES"), as the party of the first part, having its principal place of business at 700 Osborn Avenue, Riverhead, NY 11901, and the BOARD OF EDUCATION, ROCKY POINT UNION FREE SCHOOL DISTRICT ("hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") as the party of the second part, having its principal place of business at 90 Rocky Point-Yaphank Road, Rocky Point, NY 11778.

WITNESSETH

WHEREAS, the School Districts who are the parties to this Agreement are duly empowered by Section 912 of the Education Law to enter into a contract for the purpose of providing and/or receiving health and welfare services;

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

- DEFINITIONS: For the purposes of this Agreement,
 - a. "SCHOOL DISTRICT PROVIDING SERVICES" shall mean the School District in which the nonpublic school which has requested health and welfare services is located.
 - b. "SCHOOL DISTRICT RECEIVING SERVICES" shall mean the School District that is contracting for health and welfare services for its resident students who attend a nonpublic school located within the SCHOOL DISTRICT PROVIDING SERVICES.
- 2. This Agreement shall take effect on the 1st day of September 2011, for the period of September 6, 2011 through June 22, 2012, and terminate on June 30, 2012, unless terminated earlier in accordance with the terms set forth herein.
- 3. If requested by a nonpublic school located within the SCHOOL DISTRICT PROVIDING SERVICES, such School District shall provide health and welfare services to the pupils who attend such non-public school equivalent to the health and welfare services that it provides to the public school pupils enrolled in the SCHOOL DISTRICT PROVIDING SERVICES. Such services shall consist of, but not limited to the following:
 - a. Nurse Services
 - b. Physician/Dental Services
 - c. School Speech Correction Services*
 - d. School Psychological Services*
 - e. School Social Work Services
 - f. Examinations for Participants in Athletics
 - g. Notification of Parents Regarding Defect and Follow-Up
 - h. Visions and Hearing Tests

- i. First Aid Supplies and Health Record Forms
- Provision of Medical Equipment such as Audiometers and Mechanical Vision Testers Required by School Nurse/Physician

The services set forth above may be rendered on nonpublic school premises except for school psychological and speech correction services as further described below.

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

In addition to the requested services described above, the SCHOOL DISTRICT PROVIDING SERVICES shall provide the following health and welfare services without the requirement that the non-public school request such services: (1) immunization mandates set forth in Sections 2164 and 2165 of the New York State Public Health Law and 10 NYCRR Sections 66-1 and 66-2; and (2) vision screening services to all new admissions within six (6) months of enrollment pursuant to Section 905(4) of the Education Law.

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

It is expressly understood and agreed between the parties that (1) the SCHOOL DISTRICT PROVIDING SERVICES may not provide such services to pupils attending nonpublic schools that are not available to the public school students enrolled in the SCHOOL DISTRICT PROVIDING SERVICES; and (2) the services to be provided pursuant to this Agreement shall not include any teaching service.

- 4. The SCHOOL DISTRICT PROVIDING SERVICES warrants that such health care services (1) will be provided by licensed health and welfare providers; (2) shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable; and (3) will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, and regulations, including, Section 912 of the Education Law, and the student's Individualized Education Plan ("IEP"), if applicable. The SCHOOL DISTRICT PROVIDING SERVICES shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations and orders.
- 5. The SCHOOL DISTRICT PROVIDING SERVICES understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and

ordinances, with respect to the services herein described.

- 6. In full consideration for the services to be rendered by the SCHOOL DISTRICT PROVIDING SERVICES to the SCHOOL DISTRICT RECEIVING SERVICES for the period of this Agreement, upon presentation of an invoice by the SCHOOL DISTRICT PROVIDING SERVICES evidencing the allocation of such costs in accordance with the terms set forth herein, the SCHOOL DISTRICT RECEIVING SERVICES will pay the SCHOOL DISTRICT PROVIDING SERVICES at the rate of \$647.69 per student for the period of September 2011 through June 2012.
- 7. THE SCHOOL DISTRICT PROVIDING SERVICES shall immediately notify the SCHOOL DISTRICT RECEIVING SERVICES if a student is no longer receiving the services described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.
- 8. The SCHOOL DISTRICT RECEIVING SERVICES shall obtain whatever releases or other legal documents that are necessary in order that the SCHOOL DISTRICT PROVIDING SERVICES may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on the SCHOOL DISTRICT RECEIVING SERVICES.
- 9. Both parties to this Agreement agree to provide the State access to all relevant records which the State requires to determine either the SCHOOL DISTRICT PROVIDING SERVICES'S or the SCHOOL DISTRICT RECEIVING SERVICES'S compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. Both parties further agree to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.
- 10. 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.
- 11. Both parties to this Agreement, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. It is further agreed that any information received by the parties, their employees and/or agents in connection with this Agreement, which concerns the personal, financial, or other affairs of their employees, agents, clients and/or students will be treated by the parties, their employees and agents in full confidence and will not be revealed to any other persons, firms or organizations. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").
- 12. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party in accordance with the Education Law. In the event of such termination, the parties will adjust the accounts due and the SCHOOL DISTRICT PROVIDING

SERVICES will undertake no additional expenditures not already provided. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the SCHOOL DISTRICT RECEIVING SERVICES must be completed by the SCHOOL DISTRICT PROVIDING SERVICES, its employees, and/or agents within thirty (30) days of the termination date.

- 13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability or sponsorship.
- 14. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

RIVERHEAD CENTRAL SCHOOL DISTRICT

700 Osborn Avenue, Riverhead, New York 11901

Attention: Sam M. Schneider, Assistant Superintendent for Finance & Operations

ROCKY POINT UNION FREE SCHOOL DISTRICT

90 Rocky Point-Yaphank Road, Rocky Point, New York 11778

Attention: Greg Hilton, School Business Official

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

20. This Agreement is subject to approval by the Board of Education, by resolution duly approved.

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

| | RIVERHEAD CENTRAL SCHOOL DISTRICT |
|-------|--|
| Date: | By: ANN COTTEN DEGRASSE, PRESIDENT, BOARD OF EDUCATION |
| Date: | By: |
| | ROCKY POINT UNION FREE SCHOOL DISTRICT |
| Date: | By: PRESIDENT, BOARD OF EDUCATION |
| Date: | By: SUPERINTENDENT OF SCHOOLS |

RIVERHEAD CENTRAL SCHOOL DISTRICT 700 OSBORNE AVENUE RIVERHEAD, NEW YORK 11901

COMPUTATION OF CHARGES FOR HEALTH SERVICES 2011-2012 SCHOOL YEAR

| CLERICAL | \$ | 58,566.75 |
|----------------------|--------------------|--------------|
| NURSES | \$ | 864,933.50 |
| PSYCHOLOGISTS | \$ | 562,562.50 |
| SPEECH THERAPISTS | \$ | 767,934.50 |
| SOCIAL WORKERS | \$ | 560,668.50 |
| TOTAL SALARIES | \$ | 2,814,665.75 |
| EMPLOYEE BENEFITS | | |
| RETIREMENT | \$ | 355,832.45 |
| SOCIAL SECURITY/MED | | 215,321.94 |
| DENTAL INSURANCE | s S | 30,100.66 |
| HEALTH INSURANCE | \$ | 396,652.00 |
| TOTAL EMPLOYEE BENI | | 997,907.05 |
| TOTAL LIM LOTEL BENT | | 991,901.03 |
| TOTAL SALARIES ITEMS | \$ | 3,812,572.80 |
| MILEAGE | . \$ | 2,850 |
| SUPPLIES | \$ | 21,609 |
| REPAIRS | \$ | 3,692 |
| DOCTOR'S FEES | \$ | 48,000 |
| TOTAL NON SALARY | S | 76,151 |
| TOTAL COSTS | \$ | 3,888,723.80 |
| ENROLLMENT | | |
| PUBLIC SCHOOLS | | 4,988 |
| NONPUBLIC SCHOOLS | $\tilde{\epsilon}$ | 736 |
| CHARTER SCHOOL | | 280 |
| TOTAL ENROLLMENT | | 6,004 |
| PER CHILD CHARGE | S | 647.69 |



The mission of the Three Village Central School District, in concert with its families and community, is to provide an educational environment which will enable each student to achieve a high level of academic proficiency and to become a well-rounded individual who is an involved, responsible citizen.

Accounting Department

| March 30 | . 2012 |
|----------|--------|
|----------|--------|

To Whom It May Concern:

Attached is the signed contract for Health and Welfare Services. Our Invoice was sent to you previously.

If you have any questions please don't hesitate to contact me.

Sincerely,

Deborah Jautze

Deborah Jautze Accounting Department Three Village CSD (631) 730-4081 – Fax # 631-730-4083 deborahj@3villagecsd.org

North Country Administrative Center ■ 100 Suffolk Avenue ■ Stony Brook, New York 11790-1821 Telephone: 631-730-4555 ■ Fax: 631-730-4570

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 6th day of March, 2012 by and between the Board of Education of the Three Village Central School District of Brookhaven & Smithtown (hereinafter "THREE VILLAGE"), having its principal place of business for the purpose of this Agreement at P.O. Box 9050, East Setauket, New York, and the Board of Education of the Rocky Point School District (hereinafter Rocky Point), having its principal place of business for the purpose of this Agreement at 170 Route 25A, Rocky Point, NY 11778.

WITNESSETH

WHEREAS, Rocky Point is authorized pursuant to Section 912 of the Education Law, to enter into a contract with THREE VILLAGE for the purpose of having THREE VILLAGE provide health and welfare services to children residing in and a Rocky Point and attending a non-public school located in THREE VILLAGE.

WHEREAS, certain students who are residents of the Rocky Point are attending non-public schools located in THREE VILLAGE,

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

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

- 1. The term of this Agreement shall be from September 2 through June 22, 2012, inclusive.
- THREE VILLAGE warrants that the health and welfare services will be provided by licensed health care providers. THREE VILLAGE further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. THREE VILLAGE further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. THREE VILLAGE shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
- THREE VILLAGE understands and agrees that it will comply and is responsible for complying will all
 applicable Federal, State, and local laws, rules and regulations with respect to the services provided
 pursuant to this Agreement.
- 4. The services provided by THREE VILLAGE shall be consistent with the services available to students attending public schools within the THREE VILLAGE School District; and may include, but are not limited to:

Page 2 of 4

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

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

- 5. In exchange for the provision of health and welfare services pursuant to this Agreement, Rocky Point agrees to pay THREE VILLAGE the sum of \$836.36 per eligible pupil for the 2011-2012 school year.
- Rocky Point shall pay THREE VILLAGE within thirty (30) days of Rocky Point receipt of a detailed written invoice from THREE VILLAGE. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
- 7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, THREE VILLAGE shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by shall be prorated Rocky Point accordingly to accurately reflect the period of time services were provided to the student.
- 8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, THREE VILLAGE shall no longer be responsible for Rocky Point providing services to that student pursuant to this Agreement, and the amount of compensation owed by shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 9. THREE VILLAGE shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
- 10. Both parties agree to provide the State Rocky Point access to all relevant records which the State requires to determine either THREE VILLAGE's or Rocky Point's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
- 11. Both parties to this Agreement understand that they may receive and or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

Page 3 of 4

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

ROCKY POINT UNION FREE SCHOOL DISTRICT 90 Rocky Point-Yaphank Rd. Rocky Point, New York 11778

THREE VILLAGE CENTRAL SCHOOL DISTRICT P.O. Box 9050
East Setauket, New York 11733

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

- 20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the Rocky Point Union Free School District.

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

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Dr. Michael F. Ring Superintendent of Schools

| ROCKY POINT UNION FREE SD | THREE VILLAGE CSD |
|-------------------------------|-------------------------------|
| | All |
| Michael Nofi | John K. Di√iney |
| President, Board of Education | President, Board of Education |

THREE VILLAGE CENTRAL SCHOOL DISTRICT HEALTH AND WELFARE RATE CALCULATION 2011-2012

Salaries:

| Nurses | 558,205 |
|---------------------------------------|-----------|
| Speech | 1,555,137 |
| Psychologists | 1,193,236 |
| Social Workers | 955,720 |
| Clerical | 202,106 |
| Total Salaries | 4,464,404 |
| Fringe Benefits @39% | 1,741,118 |
| Total Salaries & Benefits | 6,205,522 |
| Supplies/Equipment/Contractual | 81,392 |
| Total Health & Welfare Costs | 6,286,914 |
| Enrollment | |
| Three Village Central School District | 7,305 |
| Laurel Hill | 199 |
| North Shore Montessori | 13 |
| Total Student Enrollment | 7,517 |
| TOTAL COST PER STUDENT | 836.36 |
| | |

THREE VILLAGE CSD

P.O. BOX 9050 EAST SETAUKET, NY 11733

Customer 1 Bill To

Rocky Point UFSD 90 Rocky Point-Yaphank Rd. Rocky Point, NY 11778

Remit To

THREE VILLAGE CSD
P.O. BOX 9050
EAST SETAUKET, NY 11733
ATTN: BUSINESS OFFICE

Invoice Date : 02/22/12

Terms:

| | Items/Services | | Cost Basis | Quantity | Unit Price | Amount |
|--------------------------------|--------------------------|---------------|------------|--------------|------------|----------|
| Health/Welfare Serv | | | Stud | 7.000 | 836.36 | 5,854.52 |
| | | | | | | |
| 3837.55 | ran Payer | | | | 240.29 | |
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| | | | | 双数性理论 | | |
| | | | | | | |
| Please call Deborah Jautze 631 | 2-730-4081 if you have a | ny questions. | | | TOTAL DUE: | 5,854.52 |

[Detach here and send with payment]

Rocky Point UFSD 90 Rocky Point-Yaphank Rd. Rocky Point, NY 11778

Customer No. 89

Invoice No. 1819

Invoice Date 02/22/12

Terms

_

Total Due

: \$5,854.52

Mail Payments To:

THREE VILLAGE CSD P.O. BOX 9050 EAST SETAUKET, NY 11733 ATTN: BUSINESS OFFICE Amount Enclosed:





West Islip School District 100 Sherman Avenue West Islip, NY 11795

Wendy J. Duffy
Assistant Superintendent for Business
631-930-1530 * fax: 631-893-3217 * w.duffy@wi.k12.ny.us

November 10, 2011

Rocky Point UFSD Mr. Gregory Hilton School Business Official 90RockyPoint-Yaphank Rd Rocky Point, NY 11778

Dear Mr. Hilton:

Enclosed please find the following documents for children residing in your school district and attending St. John the Baptist High School and/or Our Lady of Lourdes Elementary School in West Islip during the 2011-2012 school year:

- An Invoice for Health Services
- A list of students receiving these services
- Two copies of the Health Services Contract

Please return a copy of the contracts signed by the appropriate school officials.

Should you have any questions, please feel free to contact Mary Hock at (631) 930-1531.

Sincerely, Wendy J. Duff

Wendy J. Duffy

Assistant Superintendent for Business

/jm

Enclosures

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the Rocky Point UFSD School District (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 90RockyPoint-Yaphank Rd, Rocky Point, New York, and the Board of Education of the West Islip School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York.

WITNESSETH

WHEREAS, Sender is authorized pursuant to Section 912 of the Education Law, to enter into a contract with PROVIDER for the purpose of having PROVIDER provide health and welfare services to children residing in SENDER and attending a non-public school located in PROVIDER,

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in PROVIDER,

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

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

- 1. The term of this Agreement shall be from July 1, 2011 through June 30, 2012 inclusive.
- PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
- PROVIDER understands and agrees that it will comply and is responsible for complying
 with all applicable Federal, State, and local laws, rules, and regulations with respect to
 the services provided pursuant to this Agreement.
- 4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:

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

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

- 5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$ 672.79 per eligible pupil for the 2011 2012 school year.
- 6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
- 7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
- 10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.

- 11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
- Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
 - 13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
- 14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

SENDER: Superintendent of Schools

Rocky Point UFSD

90 RockyPoint-Yaphank Rd Rocky Point, NY 11778

PROVIDER: Superintendent of Schools

West Islip Union Free School District 100 Sherman Avenue, West Islip, NY

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

- 18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations
- 19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the SENDER School District.

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

| | Rocky Point UFSD |
|-------------------------------|--|
| | Superintendent of Schools |
| Rocky Point UFSD, | West Islip Union Free School District, |
| President, Board of Education | President, Board of Education |

HEALTH SERVICES WORKSHEET 2011-12

| Psychologists, 10 | Salary | 1,019,053 | | | | |
|----------------------------|---|-----------------|---------------------------|--|----------------|---------|
| Social Workers, 3 | Salary | 300.272 | | | | |
| Speech Therapist, 12 | Salary | 1,132,546 | | | | |
| Nurses, 14 | Salary | 752,237 | | | | |
| Professional Salaries | *1 | 3,204,108 | (A) | | | |
| Secretarial, 5.5 | Salary | 224,752 | | | | |
| Secretarial, 5.5 | Juliary | | | | | |
| Non Professional Salaries | | 224,752 |] (B) | | | |
| Total Salaries | | 3,428,860 | 1 | | | |
| Fringes | | 1,347,124 | (C) | | | |
| Total Salaries & Fringes | | 4,775,984 | (D) [Sum A, B, C] | | | |
| | Obj | 2815 | 2820 | 0 2825 | 2250 T | otal |
| | A | | 1 | ₹. s === *: | | |
| Physicians | 423 | 28,800 | | - | | ,800 |
| Service Contracts | 425 | 1,045 | | : • • • • • • • • • • • • • • • • • • • | 1, | ,045 |
| Travel | 430 | | - | • | | 0 |
| Supplies & Materials | 518 | 7,155 | 1,000 | 1,100 | 9, | 255 |
| Periodicals | 552 | 100 | - | | | 100 |
| | | | | • | • | 0 |
| Total | | 37,100 | 1,000 | 1,100 | - 39, | ,200 (I |
| Total Costs | | 4,815,184 | (F) [= (D) + (E)] | | | |
| CURRENT ENROLLMENT | | | . (-) (-) (-) | | | |
| | | | | | | |
| West Islip Public Schools | | 5,184 | 10/5/2011 | | | |
| St. John the Baptist | | 1,718 | as of 10/15/11 | | | |
| Our Lady of Lourdes School | | 255 | as of 10/15/11 | | | |
| TOTAL ENROLLMENT | | 7,157 | (G) | | | |
| Cost Per Pupil | | 672.79 | =(F)/(G) | | | |
| Item C - Calculations | | 20.07 | | | | \neg |
| Districts Cost: | | | | | | |
| Empire Health Insurance | 83% of Premium | 17.010/ | 22 Participants | Family Coverage | 1 | |
| Empire ricaidi insulance | 03 /0 OF FIGHTUM | 17,010/yr | 7 Participants | Indiv/Buyout | 633,0 | 000 |
| HIP Health Insurance | 83% of Premium | | 시아, 이 1. 상은 기다면 있다면 하시네다. | . N. N. S. | 033,0 | ,00 |
| Dental Insurance | 90% of Premium | C1 407/ | 1 Participant | Family Coverage | | |
| | | | 30 Participants | Family Coverage | 63,9 | |
| Optical Insurance | 100% of Premium | | 5 Participants | Family Coverage | 5.5 | 775 |
| Disability Insurance | 100% of Premium 54T Cap | | 31 Participants | | 2070 | 709 |
| Life Insurance | 1000/ accor | \$122.00/per vr | 25 Participants | | 3,0 | 050 |
| | 100% of 50T premium | | | | | |
| FICA/ MEDI | 1.45 % + 6.2% Of salaries | = | | FICA Cap 108600 | 255,8 | 370 |
| FICA/ MEDI FRS | | | | FICA Cap 108600 | 255,8 272,4 | |
| FICA/ MEDI | 1.45 % + 6.2% Of salaries 11.11% of Salaries | | 7.65% ER Share | FICA Cap 108600 | | 103 |

WEST ISLIP UFSD

100 SHERMAN AVENUE WEST ISLIP, NY 11795

Customer / Bill To

ROCKY POINT UFSD 90 ROCKY PT YAPHANK ROAD ROCKY POINT, NY 11778

Remit To

West Islip UFSD 100 Sherman Avenue West Islip, NY 11795 ATTN: BUSINESS OFFICE Invoice Date: 11/01/11

Terms: NET 30 DAYS

| Items/Services | Cost Basis | Quantity | Unit Price | Amount |
|----------------------------|------------|----------|------------|--------|
| HEALTH SERVICES SJB- 11/12 | STUD | 1.000 | 672.79 | 672.79 |
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| ER ATTACHED LISTS | | | OTAL DUE : | 672.79 |

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ROCKY POINT UFSD 90 ROCKY PT YAPHANK ROAD ROCKY POINT, NY 11778

Customer No. 532

Invoice No. 97390

Invoice Date 11/01/11

Terms

: NET 30 DAYS

Total Due

: \$672.79

Mail Payments To:

West Islip UFSD 100 Sherman Avenue West Islip, NY 11795 ATTN: BUSINESS OFFICE Amount Enclosed:

LITTLE FLOWER UNION FREE SCHOOL DISTRICT

2460 NORTH WADING RIVER ROAD WADING RIVER, NEW YORK 11792

(631) 929-4300 Fax (631) 929-0303

MR. GEORGE H. GRIGG SCHOOL SUPERINTENDENT MS. LISA J. BOERUM ASSISTANT SUPERINTENDENT Ms. Ann O. Romeo BUSINESS ADMINISTRATOR Mr. ROBERT G. MAIRE SCHOOL PSYCHOLOGIST

April 17, 2012

Ms. Eileen F. Manitta Director of Special Education Rocky Point UFSD 90 Rocky-Point Yaphank Rd. Rocky Point, NY 11778

Dear Ms Manitta,

Enclosed please find two copies of our Instructional Services Agreement for the 2012-2013 school year.

Kindly have an authorized representative sign both copies. Keep one copy for your records and return one copy to us for our files.

Please feel free to call me with any questions you may have regarding the enclosed Instructional Services Agreement.

Sincerely,

Ann O. Romeo

Business Administrator

LITTLE FLOWER UFSD

2460 North Wading River Road Wading River, NY 11792 Phone: (631) 929-4300

Fax: (631) 929-0303

Memo

To: Sending School Districts

From: Ann O. Romeo, Business Administrator

Re: Billing Information

BILLING CONTACT INFORMATION

| SCHOOL DISTRICT | | |
|-----------------|---------------|----------|
| CONTACT | | |
| TITLE | | |
| ADDRESS | | <u> </u> |
| | 3 | |
| | · Maria Anni | |
| Phone No. | | |
| Fax No. | | |

Please provide/update the following contact information for billing purposes and send or fax to my attention. Please contact me if you have any questions in this regard.

LITTLE FLOWER UNION FREE SCHOOL DISTRICT

2460 NORTH WADING RIVER ROAD WADING RIVER, NEW YORK 11792

> (631) 929-4300 Fax (631) 929-0303

MR. GEORGE H. GRIGG SCHOOL SUPERINTENDENT MS. LISA J. BOERUM ASSISTANT SUPERINTENDENT Ms. ANN O. ROMEO BUSINESS ADMINISTRATOR Mr. ROBERT G. MAIRE SCHOOL PSYCHOLOGIST

INSTRUCTIONAL SERVICES AGREEMENT

This is an agreement for instructional services for 2012-2013 (the period of July 1, 2012 – June 30, 2013), between **Little Flower UFSD**, having offices located at 2460 North Wading River Road, Wading River, New York 11792 and **Rocky Point UFSD**, having offices located at 90 Rocky Point – Yaphank Road, Rocky Point, NY 11778.

WHEREAS, Little Flower UFSD is an educational institution that provides special education instructional services, and

WHEREAS, Rocky Point UFSD is also an educational institution that provides instructional services, and

WHEREAS, Rocky Point UFSD has contracted with Little Flower UFSD for the provision of certain specialized instructional services to Sachem GSD student(s), Rocky PLUFSD

NOW, THEREFORE, upon mutual consideration given, the parties herein agree as follows:

- Little Flower UFSD agrees to provide instructional services to students specified by Rocky Point UFSD in accordance with each student's IEP for the applicable school year. These services are to be provided by teachers and/or related service professionals possessing appropriate qualifications and certifications. All teachers performing services under this Agreement shall be licensed to practice in the State of New York and be fingerprinted and cleared to perform instructional services.
- 2. Little Flower UFSD agrees to submit to Rocky Point UFSD, on a timely basis, reports of the services rendered and reports concerning the student's educational program and progress. Further, Little Flower UFSD personnel agrees to make itself available to Rocky Point UFSD personnel for purposes of case discussions, personal observations, educational reviews and program visitations by prior arrangement between the personnel involved. Little Flower UFSD will maintain all necessary records and reports in accordance with federal, state and, local laws and regulations concerning the education and progress of each designated student.
- 3. Little Flower UFSD agrees to submit to Rocky Point UFSD monthly Tuition bills for 2012-2013 (the period of July 1, 2012 June 30, 2013). In turn, Rocky Point UFSD agrees to pay the tuition rate billed. Tuition rates are billed monthly at the rates for summer and school year established by the New York State Education Department. If the tuition rates for the current school period are not available at the beginning of the school term, Little Flower UFSD will bill and Rocky Point

SUPPLEMENTAL EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT made this 15th day of May 2012 by and between Board of Education, Rocky Point Union Free School District (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 90 Rocky Point-Yaphank Road, Rocky Point, NY 11778, All About Kids Therapy, LLC (herein after referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement located at 255 Executive Drive, Suite LL-108, Plainview, New York 11803.

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT has a need for supplemental educational services in reading and English language arts in order to meet the goals of the Federal No Child Left Behind (NCLB) Act of 2001, Title I ("Title I" or the "Act"); and

WHEREAS, in order for the SCHOOL DISTRICT and other schools throughout New York State, to procure such supplemental educational services, pursuant to section 120 of the Regulations of the Commissioner of Education, the New York State Education Department ("NYSED") issued a Request for Qualifications ("RFQ") to identify qualified providers; and

WHEREAS, SERVICE PROVIDER is in the business of providing the educational services in, reading and English language arts, and has been identified by NYSED as an Approved Supplemental Educational Services Provider; and

WHEREAS, SERVICE PROVIDER is ready, willing and able to perform the services as described herein;

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

1. <u>TERM OF AGREEMENT:</u> This Agreement shall be in effect for the period of Monday, June 25, 2012 to Friday, August 31, 2012 unless terminated earlier, as set forth herein.

2. SCOPE OF SERVICES:

- a. "Services" shall mean all of the supplemental educational services in reading and/or English language arts, as well as any supplies, materials and facilities that the Contractor furnishes to, and for the benefit of, SCHOOL DISTRICT students as the parents or guardians of such students may request. SERVICE PROVIDER shall perform all Services in accordance with its Technical Proposal, as approved by NYSED.
- b. SERVICE PROVIDER will provide Services only to Approved Eligible Students. An "Eligible Student" is defined as a child from a low-income family, as determined by the SCHOOL DISTRICT for purposes of allocating funds under Section 113(c)(1) of the Act. An "Approved Eligible Student" is an eligible student who has been assigned by the SCHOOL DISTRICT to the SERVICE PROVIDER'S program as selected by such student's parents and/or guardians.

SERVICE PROVIDER shall provide Services outlined in its Work Plan for each student who is registered for SERVICE PROVIDER'S Services for the entire term of this Agreement. SERVICE PROVIDER must complete a separate Work Plan for each student in the format set forth in Attachment A, which is incorporated by reference and made a part of this Agreement. Services may not be provided until the SCHOOL DISTRICT has approved the work plan for each student. For each student registered with the SERVICE PROVIDER, SERVICE PROVIDER shall include the following information in its Work Plan:

- a specific statement of the student's achievement goals based upon such Student's specific educational needs
- ii. a description of how each student's progress will be measured
- iii. a timetable for improving the student's achievement
- iv. for students with a disability, goals, method of measurement
- v. timetable consistent with such student's Individualized Education Program ("IEP")
- v. the initiation date, frequency, and duration of Services to be provided
- vi. the location where Services will be provided to each student
- vii. a description of how each student's parents/guardians and the SCHOOL DISTRICT will be regularly informed, at least after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program), of the student's progress
- viii. a description of the program to be used
- ix. the experience and qualifications of staff responsible for the delivery of the instructional program, including an assurance that instruction will be provided under the general supervision of a New York State certified teacher.

Services will be provided to eligible students enrolled in Rocky Point Union Free School District. Supplemental Educational Services shall be provided only during non-school hours. SERVICE PROVIDER shall not provide services to any student during the regular school day, as such day is defined by the SCHOOL DISTRICT.

Services provided by SERVICE PROVIDER to students must be in addition to any and all educational services provided to such students, including, but not limited to, mandated after-school or summer school activities, and may not "supplant any such educational services to be provided to students.

Services provided by SERVICE PROVIDER shall be secular, neutral and non-ideological.

SERVICE PROVIDER will provide instruction and content which are consistent with the instruction and content used by the SCHOOL DISTRICT and the State of New York, and are aligned with the State learning standards in English language arts (including reading).

SERVICE PROVIDER will ensure that eligible students with disabilities and eligible students with limited English proficiency will have equal access to the services offered by SERVICE PROVIDER.

SERVICE PROVIDER will not impose any additional admission criteria on eligible students.

- j. SERVICE PROVIDER shall perform all services in consultation with the SCHOOL DISTRICT and the student's parent/legal guardian. All services shall be coordinated through the Director of Instruction and/or his/her designee shall act as a liaison between SERVICE PROVIDER and the SCHOOL DISTRICT. Services may not be discontinued for any student without the prior written consent of SCHOOL DISTRICT and the student's parent or legal guardian. In the event that SERVICE PROVIDER becomes aware of a student whose parent or legal guardian wishes to discontinue services, SERVICE PROVIDER shall notify the SCHOOL DISTRICT.
- k. SERVICE PROVIDER shall conduct its program at its own facilities, at a community center, library, the student's school or an appropriate public place, as agreed upon by the SCHOOL DISTRICT. Tutoring shall not take place in a student's home unless an adult of eighteen (18) years of age or older is present. The SCHOOL DISTRICT reserves the right to visit the SERVICE PROVIDER'S facilities for periodic monitoring of each student's instructional program by the SCHOOL DISTRICT.
- PAYMENT SCHEDULE: In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER at the following rates:

INDIVIDUAL SESSION: \$57.20 per hour

GROUP SESSION (5-6 students): \$47.12 per hour

SCHOOL DISTRICT and/or parent/guardian shall have the right to add or remove a child from the program/services at any time during the summer session. Payment for children added or removed shall be prorated for the period of time services were provided to the child.

- 4. INVOICE DUE ON MONTHLY BASIS: SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, shall identify the names of the students who received services. All invoices shall be accompanied by appropriate documentation needed for reimbursement for services. SERVICE PROVIDER shall submit with its invoice student initialed attendance records which reflect the actual tutorial services provided. In the event that SERVICE PROVIDER rendering services online, a record of the time the student was actually online receiving services must be submitted. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT'S rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
- 5. <u>INDEPENDENT CONTRACTOR:</u> All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth

in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT'S workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6- INCOME TAX DESIGNATION AND INDEMNIFICATION; SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER'S sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT'S failure to withhold any amount from the payments for tax purposes or service provider's failure to comply with its tax obligations arising under this agreement.

7. RESPONSIBILITY FOR PAYMENT OF SERVICES:

- a. No parent or guardian or any other person shall be required to make any payment to SERVICE PROVIDER for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
- b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.
- 8. <u>SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:</u> SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.
- 9. <u>LICENSE AND AUTHORIZATION:</u> SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals, and that instruction will be provided under the general supervision of a New York State certified teacher. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE

PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual. Further, any individual performing services herein must meet the Qualifications of Staff submitted by the SERVICE PROVIDER to the SCHOOL DISTRICT. The Qualifications of Staff obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of licensing that would otherwise exist as to any party or person described in this paragraph.

- 10. CLEARANCE: SERVICE PROVIDER agrees that all individuals employed by, volunteering for, or working in a consulting relationship with the SERVICE PROVIDER, including support, clerical, administrative, food service or custodial staff, prospective candidate for employment, or any other person who (i) may have direct contact with students or (ii) work in or visit a location during times that students are served there even if such contact is on an occasional basis, or (iii) provide online services to students and/or have any contact with students via telephone, email or internet (hereinafter referred to collectively as "Staff") shall be subject to fingerprinting and criminal history record check requirements contained in the law, including, but not limited to Education Law Section 1709(39) and New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all individuals who will be or may be providing services to the SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT'S verification of such individuals' clearance status. In the event that SERVICE PROVIDER utilizes an individual to work with students who has not obtained fingerprinting and criminal history record clearance, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
- 11. <u>ATTENDANCE RECORDS:</u> SERVICE PROVIDER shall maintain attendance records which shall be submitted to SCHOOL DISTRICT after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program). If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
- 12. <u>REPORTS OF STUDENTS:</u> SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.
- 13. REPORTS TO STATE: SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the SCHOOL DISTRICT to terminate this Agreement. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine either SERVICE PROVIDER'S or SCHOOL DISTRICT'S compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

- 14. REPORTS TO SCHOOL DISTRICT/PARENTS/GUARDIANS: SERVICE PROVIDER hereby agrees to furnish written progress reports of each student's educational progress to SCHOOL DISTRICT, and to the student's parents/guardians. SERVICE PROVIDER will render such reports no fewer than three (3) times—after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program), and will render such additional reports as may be required by the SCHOOL DISTRICT. Any and all reports shall be furnished upon termination of the Agreement. In each Progress Report for each student, SERVICE PROVIDER shall include information regarding the student's attendance, a description of how the supplemental educational services were delivered to the student, and a description of the progress of each student. The Progress Report shall be in a format and, to the extent practicable, in a language that such parents can understand.
- 15. **FINAL REPORT:** SERVICE PROVIDER shall submit to SCHOOL DISTRICT a final written report in a form prescribed by the Commissioner that summarizes the progress of eligible students that were provided supplemental educational services during the school year. Such report must be submitted to the SCHOOL DISTRICT on or before September 14, 2012. SERVICE PROVIDER shall complete preassessments and post-assessments and a Student Parent Satisfaction Survey upon completion of the program when requested by the SCHOOL DISTRICT.
- 16. <u>SCHOOL GROUNDS & RULES:</u> It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT'S administrators and employees.
- 17. <u>PHOTO I.D.:</u> SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

18. **TERMINATION:**

- a. This Agreement may be terminated by the SCHOOL DISTRICT, without reason given, upon seven (7) days' written notice to the SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT'S notification that SERVICE PROVIDER'S services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.
- c. This Agreement shall terminate immediately upon notice from NYSED to the SCHOOL DISTRICT of SERVICE PROVIDER'S removal from the list of NYSED-approved supplemental educational service providers. SCHOOL DISTRICT will notify SERVICE PROVIDER that it has received notice from NYSED regarding SERVICE PROVIDER'S removal from the list. SERVICE PROVIDER shall immediately cease all work under this Agreement. SERVICE PROVIDER will be entitled to compensation for satisfactory services performed up to the time of termination.

No claim for damages may be made by the SERVICE PROVIDER as a result of such termination.

d. SCHOOL DISTRICT shall have the sole discretion to terminate this Agreement in the event that SERVICE PROVIDER is unable to meet the academic achievement goals and timetables outlined in its Work Plan (Attachment A).

19. **CONFIDENTIALITY:**

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as is necessary to carry out the services contemplated in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations, except as is necessary to carry out the services contemplated in this Agreement. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
- b. SERVICE PROVIDER shall not disclose the identity of any student who is eligible for, or receiving supplemental educational services pursuant to this Agreement, without the written permission of such student's parents or guardians.
- c. SERVICE PROVIDER shall safeguard all student records and maintain them in a secure location to prevent access by unauthorized individuals.
- d. At all times, SERVICE PROVIDER shall protect students' health, safety, welfare and civil rights.
- 20. **PROHIBITION AGAINST GIFTS:** SERVICE PROVIDER is prohibited from making any offer or advertisement of rewards, gifts, incentives, gratuities, payments, or compensation of any kind to parents, students, SCHOOL DISTRICT, or SCHOOL DISTRICT staff for purposes of, or tending to have the effect of, soliciting enrollment, encouraging parents to switch providers once students are enrolled, and/or attempting to influence parents, students, SCHOOL DISTRICT, or SCHOOL DISTRICT staff; provided that nothing herein shall be deemed to prohibit the use, as part of the instructional program, of nominal rewards or incentives as defined in 8 NYCRR Section 120.4(f)(8)(xvii).
- 21. <u>HIPAA:</u> Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
- 22. <u>INDEMNIFICATION and HOLD HARMLESS PROVISION:</u> SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and

employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

- 23. <u>INSURANCE PROVISION</u>: SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and SCHOOL DISTRICT from claims set forth below for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an unrestricted additional insured on SERVICE PROVIDER'S insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The policy naming SCHOOL DISTRICT as an additional insured shall:
 - Be purchased from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
 - b. Contain a 30-day notice of cancellation.
 - c. State that the organization's coverage shall be primary coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
 - d. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - e. Required Insurance:
 - Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - ii. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - iii. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - iv. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
 - f. In the event that any of the insurance coverage to be provided by SERVICE PROVIDER contains a deductible, SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of SERVICE PROVIDER.
 - g. SERVICE PROVIDER shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this

Agreement shall constitute a material breach of contract and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

- h. Prior to commencement of its services, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.
- 24. <u>NOTICES:</u> Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

All About Kids Therapy, LLC 255 Executive Drive, LL-108 Plainview, New York 11803

Rocky Point Union Free School District Office of Instruction 90 Rocky Point-Yaphank Road Rocky Point, New York 11778

- 25. <u>ASSIGNMENT OF AGREEMENT:</u> SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
- 26. <u>DISCRIMINATION:</u> Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
- 27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York.
- 28. <u>SEVERABILITY:</u> If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 29. <u>NO PRIOR AGREEMENTS:</u> This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

- 30. <u>AGREEMENT CONSTRUCTION:</u> This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
- 31. REPRESENTATIONS AND WARRANTIES: SERVICE PROVIDER represents and warrants that:

 1) SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; 3) SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement; and 4) it understands and agrees that it shall comply and be responsible for compliance with all applicable federal, state, and local statutes regarding conflicts of interest including but not limited to New York State General Municipal and Education Law.
- 32. AMENDMENT: This Agreement may be amended only in writing and signed by the parties.
- 33. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- 34. <u>AUTHORIZATION TO ENTER AGREEMENT:</u> The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

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

President

| Board of Education Rocky Point UFSD |
|---|
| Ву: |
| Printed Name: |
| Date: |
| All About Kids Therapy LIC By: And Ward Cross-clo Printed Name: 4 30 12 |

ATTACHMENT "A"

WORK PLAN

(A separate form must be added for each Approved Eligible Student)

| 1. | Student's Name: |
|-----|---|
| 2. | A specific statement of the student's achievement goals based upon such Student's specific educational needs: |
| 3. | A description of how the student's progress will be measured: |
| 4. | A timetable for improving the student's achievement: |
| 5. | For students with a disability, goals, method of measurement, and a timetable consistent with such student's Individualized Education Program ("IEP"): |
| 6. | The initiation date, frequency, and duration of Services to be provided: |
| 7. | The location where Services will be provided to the student: |
| 8. | A description of how the student's parents/guardians and the School District will be regularly informed, at least three times during the summer program, of the student's progress: |
| 9. | A description of the program to be used: |
| 10. | Listing of names, experience and qualifications of staff responsible for the delivery of the instructional program, including an assurance that instruction will be provided under the general supervision of a New York State certified teacher. |

SUPPLEMENTAL EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT made this 15th day of May 2012 by and between Board of Education, Rocky Point Union Free School District (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 90 Rocky Point-Yaphank Road, Rocky Point, NY 11778, A-Totleys Learning Center (herein after referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement located at 126 Cone Avenue, Central Islip, New York 11722.

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT has a need for supplemental educational services in reading and English language arts in order to meet the goals of the Federal No Child Left Behind (NCLB) Act of 2001, Title I ("Title I" or the "Act"); and

WHEREAS, in order for the SCHOOL DISTRICT and other schools throughout New York State, to procure such supplemental educational services, pursuant to section 120 of the Regulations of the Commissioner of Education, the New York State Education Department ("NYSED") issued a Request for Qualifications ("RFQ") to identify qualified providers; and

WHEREAS, SERVICE PROVIDER is in the business of providing the educational services in, reading and English language arts, and has been identified by NYSED as an Approved Supplemental Educational Services Provider; and

WHEREAS, SERVICE PROVIDER is ready, willing and able to perform the services as described herein;

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

1. <u>TERM OF AGREEMENT:</u> This Agreement shall be in effect for the period of Monday, June 25, 2012 to Friday, August 31, 2012 unless terminated earlier, as set forth herein.

2. SCOPE OF SERVICES:

- a. "Services" shall mean all of the supplemental educational services in reading and/or English language arts, as well as any supplies, materials and facilities that the Contractor furnishes to, and for the benefit of, SCHOOL DISTRICT students as the parents or guardians of such students may request. SERVICE PROVIDER shall perform all Services in accordance with its Technical Proposal, as approved by NYSED.
- b. SERVICE PROVIDER will provide Services only to Approved Eligible Students. An "Eligible Student" is defined as a child from a low-income family, as determined by the SCHOOL DISTRICT for purposes of allocating funds under Section 113(c)(1) of the Act. An "Approved Eligible Student" is an eligible student who has been assigned by the SCHOOL DISTRICT to the SERVICE PROVIDER'S program as selected by such student's parents and/or guardians.

SERVICE PROVIDER shall provide Services outlined in its Work Plan for each student who is registered for SERVICE PROVIDER'S Services for the entire term of this Agreement. SERVICE PROVIDER must complete a separate Work Plan for each student in the format set forth in Attachment A, which is incorporated by reference and made a part of this Agreement. Services may not be provided until the SCHOOL DISTRICT has approved the work plan for each student. For each student registered with the SERVICE PROVIDER, SERVICE PROVIDER shall include the following information in its Work Plan:

- a specific statement of the student's achievement goals based upon such Student's specific educational needs
- ii. a description of how each student's progress will be measured
- iii. a timetable for improving the student's achievement
- iv. for students with a disability, goals, method of measurement
- v. timetable consistent with such student's Individualized Education Program ("IEP")
- v. the initiation date, frequency, and duration of Services to be provided
- vi. the location where Services will be provided to each student
- vii. a description of how each student's parents/guardians and the SCHOOL DISTRICT will be regularly informed, at least after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program), of the student's progress
- viii. a description of the program to be used
- ix. the experience and qualifications of staff responsible for the delivery of the instructional program, including an assurance that instruction will be provided under the general supervision of a New York State certified teacher.

Services will be provided to eligible students enrolled in Rocky Point Union Free School District. Supplemental Educational Services shall be provided only during non-school hours. SERVICE PROVIDER shall not provide services to any student during the regular school day, as such day is defined by the SCHOOL DISTRICT.

Services provided by SERVICE PROVIDER to students must be in addition to any and all educational services provided to such students, including, but not limited to, mandated after-school or summer school activities, and may not "supplant any such educational services to be provided to students.

Services provided by SERVICE PROVIDER shall be secular, neutral and non-ideological.

SERVICE PROVIDER will provide instruction and content which are consistent with the instruction and content used by the SCHOOL DISTRICT and the State of New York, and are aligned with the State learning standards in English language arts (including reading).

SERVICE PROVIDER will ensure that eligible students with disabilities and eligible students with limited English proficiency will have equal access to the services offered by SERVICE PROVIDER.

SERVICE PROVIDER will not impose any additional admission criteria on eligible students.

- j. SERVICE PROVIDER shall perform all services in consultation with the SCHOOL DISTRICT and the student's parent/legal guardian. All services shall be coordinated through the Director of Instruction and/or his/her designee shall act as a liaison between SERVICE PROVIDER and the SCHOOL DISTRICT. Services may not be discontinued for any student without the prior written consent of SCHOOL DISTRICT and the student's parent or legal guardian. In the event that SERVICE PROVIDER becomes aware of a student whose parent or legal guardian wishes to discontinue services, SERVICE PROVIDER shall notify the SCHOOL DISTRICT.
- k. SERVICE PROVIDER shall conduct its program at its own facilities, at a community center, library, the student's school or an appropriate public place, as agreed upon by the SCHOOL DISTRICT. Tutoring shall not take place in a student's home unless an adult of eighteen (18) years of age or older is present. The SCHOOL DISTRICT reserves the right to visit the SERVICE PROVIDER'S facilities for periodic monitoring of each student's instructional program by the SCHOOL DISTRICT.
- PAYMENT SCHEDULE: In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER at the following rates:

INDIVIDUAL SESSION:

\$60 per hour

GROUP SESSION (5-8 students):

\$50 per hour

SCHOOL DISTRICT and/or parent/guardian shall have the right to add or remove a child from the program/services at any time during the summer session. Payment for children added or removed shall be prorated for the period of time services were provided to the child.

- 4. INVOICE DUE ON MONTHLY BASIS: SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, shall identify the names of the students who received services. All invoices shall be accompanied by appropriate documentation needed for reimbursement for services. SERVICE PROVIDER shall submit with its invoice student initialed attendance records which reflect the actual tutorial services provided. In the event that SERVICE PROVIDER rendering services online, a record of the time the student was actually online receiving services must be submitted. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT'S rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
- 5. <u>INDEPENDENT CONTRACTOR:</u> All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth

in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT'S workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6- INCOME TAX DESIGNATION AND INDEMNIFICATION; SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER'S sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT'S failure to withhold any amount from the payments for tax purposes or service provider's failure to comply with its tax obligations arising under this agreement.

7. RESPONSIBILITY FOR PAYMENT OF SERVICES:

- a. No parent or guardian or any other person shall be required to make any payment to SERVICE PROVIDER for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
- b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.
- 8. <u>SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:</u> SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.
- 9. <u>LICENSE AND AUTHORIZATION:</u> SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals, and that instruction will be provided under the general supervision of a New York State certified teacher. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE

PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual. Further, any individual performing services herein must meet the Qualifications of Staff submitted by the SERVICE PROVIDER to the SCHOOL DISTRICT. The Qualifications of Staff obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of licensing that would otherwise exist as to any party or person described in this paragraph.

- 10. CLEARANCE: SERVICE PROVIDER agrees that all individuals employed by, volunteering for, or working in a consulting relationship with the SERVICE PROVIDER, including support, clerical, administrative, food service or custodial staff, prospective candidate for employment, or any other person who (i) may have direct contact with students or (ii) work in or visit a location during times that students are served there even if such contact is on an occasional basis, or (iii) provide online services to students and/or have any contact with students via telephone, email or internet (hereinafter referred to collectively as "Staff") shall be subject to fingerprinting and criminal history record check requirements contained in the law, including, but not limited to Education Law Section 1709(39) and New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all individuals who will be or may be providing services to the SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT'S verification of such individuals' clearance status. In the event that SERVICE PROVIDER utilizes an individual to work with students who has not obtained fingerprinting and criminal history record clearance, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
- 11. <u>ATTENDANCE RECORDS:</u> SERVICE PROVIDER shall maintain attendance records which shall be submitted to SCHOOL DISTRICT after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program). If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
- 12. **REPORTS OF STUDENTS:** SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.
- 13. REPORTS TO STATE: SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the SCHOOL DISTRICT to terminate this Agreement. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine either SERVICE PROVIDER'S or SCHOOL DISTRICT'S compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

- 14. **REPORTS TO SCHOOL DISTRICT/PARENTS/GUARDIANS:** SERVICE PROVIDER hereby agrees to furnish written progress reports of each student's educational progress to SCHOOL DISTRICT, and to the student's parents/guardians. SERVICE PROVIDER will render such reports no fewer than three (3) times—after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program), and will render such additional reports as may be required by the SCHOOL DISTRICT. Any and all reports shall be furnished upon termination of the Agreement. In each Progress Report for each student, SERVICE PROVIDER shall include information regarding the student's attendance, a description of how the supplemental educational services were delivered to the student, and a description of the progress of each student. The Progress Report shall be in a format and, to the extent practicable, in a language that such parents can understand.
- 15. **FINAL REPORT:** SERVICE PROVIDER shall submit to SCHOOL DISTRICT a final written report in a form prescribed by the Commissioner that summarizes the progress of eligible students that were provided supplemental educational services during the school year. Such report must be submitted to the SCHOOL DISTRICT on or before September 14, 2012. SERVICE PROVIDER shall complete preassessments and post-assessments and a Student Parent Satisfaction Survey upon completion of the program when requested by the SCHOOL DISTRICT.
- 16. <u>SCHOOL GROUNDS & RULES:</u> It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT'S administrators and employees.
- 17. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

18. TERMINATION:

- a. This Agreement may be terminated by the SCHOOL DISTRICT, without reason given, upon seven (7) days' written notice to the SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT'S notification that SERVICE PROVIDER'S services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.
- c. This Agreement shall terminate immediately upon notice from NYSED to the SCHOOL DISTRICT of SERVICE PROVIDER'S removal from the list of NYSED-approved supplemental educational service providers. SCHOOL DISTRICT will notify SERVICE PROVIDER that it has received notice from NYSED regarding SERVICE PROVIDER'S removal from the list. SERVICE PROVIDER shall immediately cease all work under this Agreement. SERVICE PROVIDER will be entitled to compensation for satisfactory services performed up to the time of termination.

No claim for damages may be made by the SERVICE PROVIDER as a result of such termination.

d. SCHOOL DISTRICT shall have the sole discretion to terminate this Agreement in the event that SERVICE PROVIDER is unable to meet the academic achievement goals and timetables outlined in its Work Plan (Attachment A).

19. CONFIDENTIALITY:

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as is necessary to carry out the services contemplated in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations, except as is necessary to carry out the services contemplated in this Agreement. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
- b. SERVICE PROVIDER shall not disclose the identity of any student who is eligible for, or receiving supplemental educational services pursuant to this Agreement, without the written permission of such student's parents or guardians.
- c. SERVICE PROVIDER shall safeguard all student records and maintain them in a secure location to prevent access by unauthorized individuals.
- d. At all times, SERVICE PROVIDER shall protect students' health, safety, welfare and civil rights.
- 20. **PROHIBITION AGAINST GIFTS:** SERVICE PROVIDER is prohibited from making any offer or advertisement of rewards, gifts, incentives, gratuities, payments, or compensation of any kind to parents, students, SCHOOL DISTRICT, or SCHOOL DISTRICT staff for purposes of, or tending to have the effect of, soliciting enrollment, encouraging parents to switch providers once students are enrolled, and/or attempting to influence parents, students, SCHOOL DISTRICT, or SCHOOL DISTRICT staff; provided that nothing herein shall be deemed to prohibit the use, as part of the instructional program, of nominal rewards or incentives as defined in 8 NYCRR Section 120.4(f)(8)(xvii).
- 21. <u>HIPAA:</u> Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
- 22. <u>INDEMNIFICATION and HOLD HARMLESS PROVISION:</u> SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and

employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

- 23. <u>INSURANCE PROVISION:</u> SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and SCHOOL DISTRICT from claims set forth below for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an unrestricted additional insured on SERVICE PROVIDER'S insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The policy naming SCHOOL DISTRICT as an additional insured shall:
 - a. Be purchased from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
 - b. Contain a 30-day notice of cancellation.
 - c. State that the organization's coverage shall be primary coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
 - d. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - e. Required Insurance:
 - i. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - ii. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - iii. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - iv. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
 - f. In the event that any of the insurance coverage to be provided by SERVICE PROVIDER contains a deductible, SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of SERVICE PROVIDER.
 - g. SERVICE PROVIDER shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this

Agreement shall constitute a material breach of contract and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

- h. Prior to commencement of its services, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.
- 24. <u>NOTICES:</u> Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

A-Totleys Learning Center 126 Cone Avenue Central Islip, New York 11722

Rocky Point Union Free School District Office of Instruction 90 Rocky Point-Yaphank Road Rocky Point, New York 11778

- 25. <u>ASSIGNMENT OF AGREEMENT:</u> SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
- 26. **<u>DISCRIMINATION</u>**: Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
- 27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York.
- 28. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 29. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

- 30. <u>AGREEMENT CONSTRUCTION:</u> This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
- 31. REPRESENTATIONS AND WARRANTIES: SERVICE PROVIDER represents and warrants that:

 1) SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; 3) SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement; and 4) it understands and agrees that it shall comply and be responsible for compliance with all applicable federal, state, and local statutes regarding conflicts of interest including but not limited to New York State General Municipal and Education Law.
- 32. AMENDMENT: This Agreement may be amended only in writing and signed by the parties.
- 33. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- 34. <u>AUTHORIZATION TO ENTER AGREEMENT:</u> The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

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

President

Board of Education
Rocky Point UFSD

By: ______

Printed Name: _____

A-Totleys Learning Center

By: ______

Printed Name: ______

Printed Name: ______

Date: ______

Date: ______

ATTACHMENT "A"

WORK PLAN

(A separate form must be added for each Approved Eligible Student)

| 1. | Student's Name: |
|----|---|
| 2. | A specific statement of the student's achievement goals based upon such Student's specific educational needs: |
| 3. | A description of how the student's progress will be measured: |
| 4. | A timetable for improving the student's achievement: |
| 5. | For students with a disability, goals, method of measurement, and a timetable consistent with such student's Individualized Education Program ("IEP"): |
| 6. | The initiation date, frequency, and duration of Services to be provided: |
| 7. | The location where Services will be provided to the student: |
| 8. | A description of how the student's parents/guardians and the School District will be regularly informed, at least three times during the summer program, of the student's progress: |
| 9. | A description of the program to be used: |
| 10 | Listing of names, experience and qualifications of staff responsible for the delivery of the instructional program, including an assurance that instruction will be provided under the general supervision of a New York State certified teacher. |

SUPPLEMENTAL EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT made this 15th day of May 2012 by and between Board of Education, Rocky Point Union Free School District (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 90 Rocky Point-Yaphank Road, Rocky Point, NY 11778, Huntington Learning Centers, Inc. (herein after referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement located at 496 Kinderkamack Road, Oradell, New Jersey 07649.

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT has a need for supplemental educational services in reading and English language arts in order to meet the goals of the Federal No Child Left Behind (NCLB) Act of 2001, Title I ("Title I" or the "Act"); and

WHEREAS, in order for the SCHOOL DISTRICT and other schools throughout New York State, to procure such supplemental educational services, pursuant to section 120 of the Regulations of the Commissioner of Education, the New York State Education Department ("NYSED") issued a Request for Qualifications ("RFQ") to identify qualified providers; and

WHEREAS, SERVICE PROVIDER is in the business of providing the educational services in, reading and English language arts, and has been identified by NYSED as an Approved Supplemental Educational Services Provider; and

WHEREAS, SERVICE PROVIDER is ready, willing and able to perform the services as described herein;

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

1. <u>TERM OF AGREEMENT:</u> This Agreement shall be in effect for the period of Monday, June 25, 2012 to Friday, August 31, 2012 unless terminated earlier, as set forth herein.

2. SCOPE OF SERVICES:

- a. "Services" shall mean all of the supplemental educational services in reading and/or English language arts, as well as any supplies, materials and facilities that the Contractor furnishes to, and for the benefit of, SCHOOL DISTRICT students as the parents or guardians of such students may request. SERVICE PROVIDER shall perform all Services in accordance with its Technical Proposal, as approved by NYSED.
- b. SERVICE PROVIDER will provide Services only to Approved Eligible Students. An "Eligible Student" is defined as a child from a low-income family, as determined by the SCHOOL DISTRICT for purposes of allocating funds under Section 113(c)(1) of the Act. An "Approved Eligible Student" is an eligible student who has been assigned by the SCHOOL DISTRICT to the SERVICE PROVIDER'S program as selected by such student's parents and/or guardians.

SERVICE PROVIDER shall provide Services outlined in its Work Plan for each student who is registered for SERVICE PROVIDER'S Services for the entire term of this Agreement. SERVICE PROVIDER must complete a separate Work Plan for each student in the format set forth in Attachment A, which is incorporated by reference and made a part of this Agreement. Services may not be provided until the SCHOOL DISTRICT has approved the work plan for each student. For each student registered with the SERVICE PROVIDER, SERVICE PROVIDER shall include the following information in its Work Plan:

- a specific statement of the student's achievement goals based upon such Student's specific educational needs
- ii. a description of how each student's progress will be measured
- iii. a timetable for improving the student's achievement
- iv. for students with a disability, goals, method of measurement
- v. timetable consistent with such student's Individualized Education Program ("IEP")
- v. the initiation date, frequency, and duration of Services to be provided
- vi. the location where Services will be provided to each student
- vii. a description of how each student's parents/guardians and the SCHOOL DISTRICT will be regularly informed, at least after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program), of the student's progress
- viii. a description of the program to be used
- ix. the experience and qualifications of staff responsible for the delivery of the instructional program, including an assurance that instruction will be provided under the general supervision of a New York State certified teacher.

Services will be provided to eligible students enrolled in Rocky Point Union Free School District. Supplemental Educational Services shall be provided only during non-school hours. SERVICE PROVIDER shall not provide services to any student during the regular school day, as such day is defined by the SCHOOL DISTRICT.

Services provided by SERVICE PROVIDER to students must be in addition to any and all educational services provided to such students, including, but not limited to, mandated after-school or summer school activities, and may not "supplant any such educational services to be provided to students.

Services provided by SERVICE PROVIDER shall be secular, neutral and non-ideological.

SERVICE PROVIDER will provide instruction and content which are consistent with the instruction and content used by the SCHOOL DISTRICT and the State of New York, and are aligned with the State learning standards in English language arts (including reading).

SERVICE PROVIDER will ensure that eligible students with disabilities and eligible students with limited English proficiency will have equal access to the services offered by SERVICE PROVIDER.

SERVICE PROVIDER will not impose any additional admission criteria on eligible students.

- j. SERVICE PROVIDER shall perform all services in consultation with the SCHOOL DISTRICT and the student's parent/legal guardian. All services shall be coordinated through the Director of Instruction and/or his/her designee shall act as a liaison between SERVICE PROVIDER and the SCHOOL DISTRICT. Services may not be discontinued for any student without the prior written consent of SCHOOL DISTRICT and the student's parent or legal guardian. In the event that SERVICE PROVIDER becomes aware of a student whose parent or legal guardian wishes to discontinue services, SERVICE PROVIDER shall notify the SCHOOL DISTRICT.
- k. SERVICE PROVIDER shall conduct its program at its own facilities, at a community center, library, the student's school or an appropriate public place, as agreed upon by the SCHOOL DISTRICT. Tutoring shall not take place in a student's home unless an adult of eighteen (18) years of age or older is present. The SCHOOL DISTRICT reserves the right to visit the SERVICE PROVIDER'S facilities for periodic monitoring of each student's instructional program by the SCHOOL DISTRICT.
- 3. <u>PAYMENT SCHEDULE</u>: In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER at the following rates:

INDIVIDUAL SESSION: \$39.26 per hour

GROUP SESSION (2-6 students): \$39.26 per hour

SCHOOL DISTRICT and/or parent/guardian shall have the right to add or remove a child from the program/services at any time during the summer session. Payment for children added or removed shall be prorated for the period of time services were provided to the child.

- 4. <u>INVOICE DUE ON MONTHLY BASIS:</u> SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, shall identify the names of the students who received services. All invoices shall be accompanied by appropriate documentation needed for reimbursement for services. SERVICE PROVIDER shall submit with its invoice student initialed attendance records which reflect the actual tutorial services provided. In the event that SERVICE PROVIDER rendering services online, a record of the time the student was actually online receiving services must be submitted. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT'S rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
- 5. <u>INDEPENDENT CONTRACTOR:</u> All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth

in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT'S workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6- INCOME TAX DESIGNATION AND INDEMNIFICATION; SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER'S sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT'S failure to withhold any amount from the payments for tax purposes or service provider's failure to comply with its tax obligations arising under this agreement.

7. RESPONSIBILITY FOR PAYMENT OF SERVICES:

- a. No parent or guardian or any other person shall be required to make any payment to SERVICE PROVIDER for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
- b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.
- 8. <u>SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:</u> SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.
- 9. <u>LICENSE AND AUTHORIZATION:</u> SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals, and that instruction will be provided under the general supervision of a New York State certified teacher. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE

PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual. Further, any individual performing services herein must meet the Qualifications of Staff submitted by the SERVICE PROVIDER to the SCHOOL DISTRICT. The Qualifications of Staff obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of licensing that would otherwise exist as to any party or person described in this paragraph.

- 10. CLEARANCE: SERVICE PROVIDER agrees that all individuals employed by, volunteering for, or working in a consulting relationship with the SERVICE PROVIDER, including support, clerical, administrative, food service or custodial staff, prospective candidate for employment, or any other person who (i) may have direct contact with students or (ii) work in or visit a location during times that students are served there even if such contact is on an occasional basis, or (iii) provide online services to students and/or have any contact with students via telephone, email or internet (hereinafter referred to collectively as "Staff") shall be subject to fingerprinting and criminal history record check requirements contained in the law, including, but not limited to Education Law Section 1709(39) and New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all individuals who will be or may be providing services to the SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT'S verification of such individuals' clearance status. In the event that SERVICE PROVIDER utilizes an individual to work with students who has not obtained fingerprinting and criminal history record clearance, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
- 11. <u>ATTENDANCE RECORDS:</u> SERVICE PROVIDER shall maintain attendance records which shall be submitted to SCHOOL DISTRICT after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program). If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
- 12. **REPORTS OF STUDENTS:** SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.
- 13. REPORTS TO STATE: SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the SCHOOL DISTRICT to terminate this Agreement. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine either SERVICE PROVIDER'S or SCHOOL DISTRICT'S compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

- 14. REPORTS TO SCHOOL DISTRICT/PARENTS/GUARDIANS: SERVICE PROVIDER hereby agrees to furnish written progress reports of each student's educational progress to SCHOOL DISTRICT, and to the student's parents/guardians. SERVICE PROVIDER will render such reports no fewer than three (3) times—after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program), and will render such additional reports as may be required by the SCHOOL DISTRICT. Any and all reports shall be furnished upon termination of the Agreement. In each Progress Report for each student, SERVICE PROVIDER shall include information regarding the student's attendance, a description of how the supplemental educational services were delivered to the student, and a description of the progress of each student. The Progress Report shall be in a format and, to the extent practicable, in a language that such parents can understand.
- 15. <u>FINAL REPORT:</u> SERVICE PROVIDER shall submit to SCHOOL DISTRICT a final written report in a form prescribed by the Commissioner that summarizes the progress of eligible students that were provided supplemental educational services during the school year. Such report must be submitted to the SCHOOL DISTRICT on or before September 14, 2012. SERVICE PROVIDER shall complete preassessments and post-assessments and a Student Parent Satisfaction Survey upon completion of the program when requested by the SCHOOL DISTRICT.
- 16. <u>SCHOOL GROUNDS & RULES:</u> It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT'S administrators and employees.
- 17. **PHOTO LD.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

18. TERMINATION:

- a. This Agreement may be terminated by the SCHOOL DISTRICT, without reason given, upon seven (7) days' written notice to the SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT'S notification that SERVICE PROVIDER'S services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.
- c. This Agreement shall terminate immediately upon notice from NYSED to the SCHOOL DISTRICT of SERVICE PROVIDER'S removal from the list of NYSED-approved supplemental educational service providers. SCHOOL DISTRICT will notify SERVICE PROVIDER that it has received notice from NYSED regarding SERVICE PROVIDER'S removal from the list. SERVICE PROVIDER shall immediately cease all work under this Agreement. SERVICE PROVIDER will be entitled to compensation for satisfactory services performed up to the time of termination.

No claim for damages may be made by the SERVICE PROVIDER as a result of such termination.

d. SCHOOL DISTRICT shall have the sole discretion to terminate this Agreement in the event that SERVICE PROVIDER is unable to meet the academic achievement goals and timetables outlined in its Work Plan (Attachment A).

19. **CONFIDENTIALITY:**

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as is necessary to carry out the services contemplated in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations, except as is necessary to carry out the services contemplated in this Agreement. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
- b. SERVICE PROVIDER shall not disclose the identity of any student who is eligible for, or receiving supplemental educational services pursuant to this Agreement, without the written permission of such student's parents or guardians.
- c. SERVICE PROVIDER shall safeguard all student records and maintain them in a secure location to prevent access by unauthorized individuals.
- d. At all times, SERVICE PROVIDER shall protect students' health, safety, welfare and civil rights.
- 20. PROHIBITION AGAINST GIFTS: SERVICE PROVIDER is prohibited from making any offer or advertisement of rewards, gifts, incentives, gratuities, payments, or compensation of any kind to parents, students, SCHOOL DISTRICT, or SCHOOL DISTRICT staff for purposes of, or tending to have the effect of, soliciting enrollment, encouraging parents to switch providers once students are enrolled, and/or attempting to influence parents, students, SCHOOL DISTRICT, or SCHOOL DISTRICT staff; provided that nothing herein shall be deemed to prohibit the use, as part of the instructional program, of nominal rewards or incentives as defined in 8 NYCRR Section 120.4(f)(8)(xvii).
- 21. <u>HIPAA</u>: Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
- 22. <u>INDEMNIFICATION and HOLD HARMLESS PROVISION:</u> SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and

employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

- 23. <u>INSURANCE PROVISION:</u> SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and SCHOOL DISTRICT from claims set forth below for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an unrestricted additional insured on SERVICE PROVIDER'S insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The policy naming SCHOOL DISTRICT as an additional insured shall:
 - a. Be purchased from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
 - b. Contain a 30-day notice of cancellation.
 - c. State that the organization's coverage shall be primary coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
 - d. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - e. Required Insurance:
 - i. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - ii. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - iii. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - iv. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
 - f. In the event that any of the insurance coverage to be provided by SERVICE PROVIDER contains a deductible, SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of SERVICE PROVIDER.
 - g. SERVICE PROVIDER shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this

Agreement shall constitute a material breach of contract and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

- h. Prior to commencement of its services, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.
- 24. NOTICES: Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Huntington Learning Centers, Inc. 496 Kinderkamack Road, Oradell, New Jersey 07649

Rocky Point Union Free School District Office of Instruction 90 Rocky Point-Yaphank Road Rocky Point, New York 11778

- 25. <u>ASSIGNMENT OF AGREEMENT:</u> SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
- 26. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
- 27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York.
- 28. <u>SEVERABILITY:</u> If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 29. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

- 30. <u>AGREEMENT CONSTRUCTION:</u> This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
- 31. REPRESENTATIONS AND WARRANTIES: SERVICE PROVIDER represents and warrants that:
 1) SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; 3) SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement; and 4) it understands and agrees that it shall comply and be responsible for compliance with all applicable federal, state, and local statutes regarding conflicts of interest including but not limited to New York State General Municipal and Education Law.
- 32. AMENDMENT: This Agreement may be amended only in writing and signed by the parties.
- 33. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- 34. <u>AUTHORIZATION TO ENTER AGREEMENT:</u> The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

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

President

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ATTACHMENT "A"

WORK PLAN

(A separate form must be added for each Approved Eligible Student)

| 1. | Student's Name: |
|-----|---|
| 2. | A specific statement of the student's achievement goals based upon such Student's specific educational needs: |
| 3. | A description of how the student's progress will be measured: |
| 4. | A timetable for improving the student's achievement: |
| 5. | For students with a disability, goals, method of measurement, and a timetable consistent with such student's Individualized Education Program ("IEP"): |
| 6. | The initiation date, frequency, and duration of Services to be provided: |
| 7. | The location where Services will be provided to the student: |
| 8. | A description of how the student's parents/guardians and the School District will be regularly informed, at least three times during the summer program, of the student's progress: |
| 9. | A description of the program to be used: |
| 10. | Listing of names, experience and qualifications of staff responsible for the delivery of the instructional program, including an assurance that instruction will be provided under the general supervision of a New York State certified teacher. |

SUPPLEMENTAL EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT made this 15th day of May 2012 by and between Board of Education, Rocky Point Union Free School District (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 90 Rocky Point-Yaphank Road, Rocky Point, NY 11778, Infinite Learning, Inc. (herein after referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement located at 1010 Northern Boulevard, Baldwin, New York 11510.

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT has a need for supplemental educational services in reading and English language arts in order to meet the goals of the Federal No Child Left Behind (NCLB) Act of 2001, Title I ("Title I" or the "Act"); and

WHEREAS, in order for the SCHOOL DISTRICT and other schools throughout New York State, to procure such supplemental educational services, pursuant to section 120 of the Regulations of the Commissioner of Education, the New York State Education Department ("NYSED") issued a Request for Qualifications ("RFQ") to identify qualified providers; and

WHEREAS, SERVICE PROVIDER is in the business of providing the educational services in, reading and English language arts, and has been identified by NYSED as an Approved Supplemental Educational Services Provider; and

WHEREAS, SERVICE PROVIDER is ready, willing and able to perform the services as described herein;

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

1. <u>TERM OF AGREEMENT:</u> This Agreement shall be in effect for the period of Monday, June 25, 2012 to Friday, August 31, 2012 unless terminated earlier, as set forth herein.

2. SCOPE OF SERVICES:

- a. "Services" shall mean all of the supplemental educational services in reading and/or English language arts, as well as any supplies, materials and facilities that the Contractor furnishes to, and for the benefit of, SCHOOL DISTRICT students as the parents or guardians of such students may request. SERVICE PROVIDER shall perform all Services in accordance with its Technical Proposal, as approved by NYSED.
- b. SERVICE PROVIDER will provide Services only to Approved Eligible Students. An "Eligible Student" is defined as a child from a low-income family, as determined by the SCHOOL DISTRICT for purposes of allocating funds under Section 113(c)(1) of the Act. An "Approved Eligible Student" is an eligible student who has been assigned by the SCHOOL DISTRICT to the SERVICE PROVIDER'S program as selected by such student's parents and/or guardians.

SERVICE PROVIDER shall provide Services outlined in its Work Plan for each student who is registered for SERVICE PROVIDER'S Services for the entire term of this Agreement. SERVICE PROVIDER must complete a separate Work Plan for each student in the format set forth in Attachment A, which is incorporated by reference and made a part of this Agreement. Services may not be provided until the SCHOOL DISTRICT has approved the work plan for each student. For each student registered with the SERVICE PROVIDER, SERVICE PROVIDER shall include the following information in its Work Plan:

- a specific statement of the student's achievement goals based upon such Student's specific educational needs
- ii. a description of how each student's progress will be measured
- iii. a timetable for improving the student's achievement
- iv. for students with a disability, goals, method of measurement
- v. timetable consistent with such student's Individualized Education Program ("IEP")
- v. the initiation date, frequency, and duration of Services to be provided
- vi. the location where Services will be provided to each student
- vii. a description of how each student's parents/guardians and the SCHOOL DISTRICT will be regularly informed, at least after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program), of the student's progress
- viii. a description of the program to be used
- ix. the experience and qualifications of staff responsible for the delivery of the instructional program, including an assurance that instruction will be provided under the general supervision of a New York State certified teacher.

Services will be provided to eligible students enrolled in Rocky Point Union Free School District. Supplemental Educational Services shall be provided only during non-school hours. SERVICE PROVIDER shall not provide services to any student during the regular school day, as such day is defined by the SCHOOL DISTRICT.

Services provided by SERVICE PROVIDER to students must be in addition to any and all educational services provided to such students, including, but not limited to, mandated after-school or summer school activities, and may not "supplant any such educational services to be provided to students.

Services provided by SERVICE PROVIDER shall be secular, neutral and non-ideological.

SERVICE PROVIDER will provide instruction and content which are consistent with the instruction and content used by the SCHOOL DISTRICT and the State of New York, and are aligned with the State learning standards in English language arts (including reading).

SERVICE PROVIDER will ensure that eligible students with disabilities and eligible students with limited English proficiency will have equal access to the services offered by SERVICE PROVIDER.

SERVICE PROVIDER will not impose any additional admission criteria on eligible students.

- j. SERVICE PROVIDER shall perform all services in consultation with the SCHOOL DISTRICT and the student's parent/legal guardian. All services shall be coordinated through the Director of Instruction and/or his/her designee shall act as a liaison between SERVICE PROVIDER and the SCHOOL DISTRICT. Services may not be discontinued for any student without the prior written consent of SCHOOL DISTRICT and the student's parent or legal guardian. In the event that SERVICE PROVIDER becomes aware of a student whose parent or legal guardian wishes to discontinue services, SERVICE PROVIDER shall notify the SCHOOL DISTRICT.
- k. SERVICE PROVIDER shall conduct its program at its own facilities, at a community center, library, the student's school or an appropriate public place, as agreed upon by the SCHOOL DISTRICT. Tutoring shall not take place in a student's home unless an adult of eighteen (18) years of age or older is present. The SCHOOL DISTRICT reserves the right to visit the SERVICE PROVIDER'S facilities for periodic monitoring of each student's instructional program by the SCHOOL DISTRICT.
- PAYMENT SCHEDULE: In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER at the following rates:

INDIVIDUAL SESSION: \$65.00 per hour

GROUP SESSION (2-4 students): \$55.00 per hour

SCHOOL DISTRICT and/or parent/guardian shall have the right to add or remove a child from the program/services at any time during the summer session. Payment for children added or removed shall be prorated for the period of time services were provided to the child.

- 4. INVOICE DUE ON MONTHLY BASIS: SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, shall identify the names of the students who received services. All invoices shall be accompanied by appropriate documentation needed for reimbursement for services. SERVICE PROVIDER shall submit with its invoice student initialed attendance records which reflect the actual tutorial services provided. In the event that SERVICE PROVIDER rendering services online, a record of the time the student was actually online receiving services must be submitted. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT'S rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
- 5. <u>INDEPENDENT CONTRACTOR:</u> All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth

in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT'S workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6- INCOME TAX DESIGNATION AND INDEMNIFICATION; SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER'S sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT'S failure to withhold any amount from the payments for tax purposes or service provider's failure to comply with its tax obligations arising under this agreement.

7. RESPONSIBILITY FOR PAYMENT OF SERVICES:

- a. No parent or guardian or any other person shall be required to make any payment to SERVICE PROVIDER for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
- b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.
- 8. <u>SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:</u> SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.
- 9. <u>LICENSE AND AUTHORIZATION:</u> SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals, and that instruction will be provided under the general supervision of a New York State certified teacher. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE

PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual. Further, any individual performing services herein must meet the Qualifications of Staff submitted by the SERVICE PROVIDER to the SCHOOL DISTRICT. The Qualifications of Staff obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of licensing that would otherwise exist as to any party or person described in this paragraph.

- 10. CLEARANCE: SERVICE PROVIDER agrees that all individuals employed by, volunteering for, or working in a consulting relationship with the SERVICE PROVIDER, including support, clerical, administrative, food service or custodial staff, prospective candidate for employment, or any other person who (i) may have direct contact with students or (ii) work in or visit a location during times that students are served there even if such contact is on an occasional basis, or (iii) provide online services to students and/or have any contact with students via telephone, email or internet (hereinafter referred to collectively as "Staff") shall be subject to fingerprinting and criminal history record check requirements contained in the law, including, but not limited to Education Law Section 1709(39) and New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all individuals who will be or may be providing services to the SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT'S verification of such individuals' clearance status. In the event that SERVICE PROVIDER utilizes an individual to work with students who has not obtained fingerprinting and criminal history record clearance, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
- 11. <u>ATTENDANCE RECORDS:</u> SERVICE PROVIDER shall maintain attendance records which shall be submitted to SCHOOL DISTRICT after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program). If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
- 12. <u>REPORTS OF STUDENTS:</u> SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.
- 13. REPORTS TO STATE: SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the SCHOOL DISTRICT to terminate this Agreement. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine either SERVICE PROVIDER'S or SCHOOL DISTRICT'S compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

- 14. REPORTS TO SCHOOL DISTRICT/PARENTS/GUARDIANS: SERVICE PROVIDER hereby agrees to furnish written progress reports of each student's educational progress to SCHOOL DISTRICT, and to the student's parents/guardians. SERVICE PROVIDER will render such reports no fewer than three (3) times—after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program), and will render such additional reports as may be required by the SCHOOL DISTRICT. Any and all reports shall be furnished upon termination of the Agreement. In each Progress Report for each student, SERVICE PROVIDER shall include information regarding the student's attendance, a description of how the supplemental educational services were delivered to the student, and a description of the progress of each student. The Progress Report shall be in a format and, to the extent practicable, in a language that such parents can understand.
- 15. <u>FINAL REPORT:</u> SERVICE PROVIDER shall submit to SCHOOL DISTRICT a final written report in a form prescribed by the Commissioner that summarizes the progress of eligible students that were provided supplemental educational services during the school year. Such report must be submitted to the SCHOOL DISTRICT on or before September 14, 2012. SERVICE PROVIDER shall complete preassessments and post-assessments and a Student Parent Satisfaction Survey upon completion of the program when requested by the SCHOOL DISTRICT.
- 16. <u>SCHOOL GROUNDS & RULES:</u> It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT'S administrators and employees.
- 17. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

18. TERMINATION:

- a. This Agreement may be terminated by the SCHOOL DISTRICT, without reason given, upon seven (7) days' written notice to the SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT'S notification that SERVICE PROVIDER'S services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.
- c. This Agreement shall terminate immediately upon notice from NYSED to the SCHOOL DISTRICT of SERVICE PROVIDER'S removal from the list of NYSED-approved supplemental educational service providers. SCHOOL DISTRICT will notify SERVICE PROVIDER that it has received notice from NYSED regarding SERVICE PROVIDER'S removal from the list. SERVICE PROVIDER shall immediately cease all work under this Agreement. SERVICE PROVIDER will be entitled to compensation for satisfactory services performed up to the time of termination.

No claim for damages may be made by the SERVICE PROVIDER as a result of such termination.

d. SCHOOL DISTRICT shall have the sole discretion to terminate this Agreement in the event that SERVICE PROVIDER is unable to meet the academic achievement goals and timetables outlined in its Work Plan (Attachment A).

19. **CONFIDENTIALITY:**

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as is necessary to carry out the services contemplated in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations, except as is necessary to carry out the services contemplated in this Agreement. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
- b. SERVICE PROVIDER shall not disclose the identity of any student who is eligible for, or receiving supplemental educational services pursuant to this Agreement, without the written permission of such student's parents or guardians.
- c. SERVICE PROVIDER shall safeguard all student records and maintain them in a secure location to prevent access by unauthorized individuals.
- d. At all times, SERVICE PROVIDER shall protect students' health, safety, welfare and civil rights.
- 20. **PROHIBITION AGAINST GIFTS:** SERVICE PROVIDER is prohibited from making any offer or advertisement of rewards, gifts, incentives, gratuities, payments, or compensation of any kind to parents, students, SCHOOL DISTRICT, or SCHOOL DISTRICT staff for purposes of, or tending to have the effect of, soliciting enrollment, encouraging parents to switch providers once students are enrolled, and/or attempting to influence parents, students, SCHOOL DISTRICT, or SCHOOL DISTRICT staff; provided that nothing herein shall be deemed to prohibit the use, as part of the instructional program, of nominal rewards or incentives as defined in 8 NYCRR Section 120.4(f)(8)(xvii).
- 21. <u>HIPAA:</u> Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
- 22. <u>INDEMNIFICATION and HOLD HARMLESS PROVISION:</u> SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and

employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

- 23. <u>INSURANCE PROVISION:</u> SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and SCHOOL DISTRICT from claims set forth below for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an unrestricted additional insured on SERVICE PROVIDER'S insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The policy naming SCHOOL DISTRICT as an additional insured shall:
 - a. Be purchased from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
 - b. Contain a 30-day notice of cancellation.
 - c. State that the organization's coverage shall be primary coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
 - d. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - e. Required Insurance:
 - i. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - ii. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - iii. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - iv. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
 - f. In the event that any of the insurance coverage to be provided by SERVICE PROVIDER contains a deductible, SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of SERVICE PROVIDER.
 - g. SERVICE PROVIDER shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this

Agreement shall constitute a material breach of contract and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

- h. Prior to commencement of its services, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.
- 24. <u>NOTICES:</u> Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Infinite Learning, Inc. 1010 Northern Boulevard Baldwin, New York 11510

Rocky Point Union Free School District Office of Instruction 90 Rocky Point-Yaphank Road Rocky Point, New York 11778

- 25. <u>ASSIGNMENT OF AGREEMENT:</u> SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
- 26. <u>DISCRIMINATION</u>: Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
- 27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York.
- 28. <u>SEVERABILITY:</u> If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 29. <u>NO PRIOR AGREEMENTS:</u> This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

- 30. <u>AGREEMENT CONSTRUCTION:</u> This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
- 31. REPRESENTATIONS AND WARRANTIES: SERVICE PROVIDER represents and warrants that:
 1) SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; 3) SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement; and 4) it understands and agrees that it shall comply and be responsible for compliance with all applicable federal, state, and local statutes regarding conflicts of interest including but not limited to New York State General Municipal and Education Law.
- 32. AMENDMENT: This Agreement may be amended only in writing and signed by the parties.
- 33. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- 34. <u>AUTHORIZATION TO ENTER AGREEMENT:</u> The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

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

President

Board of Education
Rocky Point UFSD

By: _____

Printed Name: _____

Infinite Learning, Inc.

By: _____

Printed Name: _____

Date: _____

Date: _____

Date: _____

ATTACHMENT "A"

WORK PLAN

(A separate form must be added for each Approved Eligible Student)

| 1. | Student's Name: |
|----|---|
| | A specific statement of the student's achievement goals based upon such Student's specific educational needs: |
| 3. | A description of how the student's progress will be measured: |
| 4. | A timetable for improving the student's achievement: |
| 5. | For students with a disability, goals, method of measurement, and a timetable consistent with such student's Individualized Education Program ("IEP"): |
| 6. | The initiation date, frequency, and duration of Services to be provided: |
| 7. | The location where Services will be provided to the student: |
| 8. | A description of how the student's parents/guardians and the School District will be regularly informed, at least three times during the summer program, of the student's progress: |
| 9. | A description of the program to be used: |
| 10 | Listing of names, experience and qualifications of staff responsible for the delivery of the instructional program, including an assurance that instruction will be provided under the general supervision of a New York State certified teacher. |

SUPPLEMENTAL EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT made this 15th day of May 2012 by and between Board of Education, Rocky Point Union Free School District (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 90 Rocky Point-Yaphank Road, Rocky Point, NY 11778, Opportunities Industrialization Center of Suffolk, Inc. (herein after referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement located at 7 Commerce Boulevard, Amityville, New York 11701.

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT has a need for supplemental educational services in reading and English language arts in order to meet the goals of the Federal No Child Left Behind (NCLB) Act of 2001, Title I ("Title I" or the "Act"); and

WHEREAS, in order for the SCHOOL DISTRICT and other schools throughout New York State, to procure such supplemental educational services, pursuant to section 120 of the Regulations of the Commissioner of Education, the New York State Education Department ("NYSED") issued a Request for Qualifications ("RFQ") to identify qualified providers; and

WHEREAS, SERVICE PROVIDER is in the business of providing the educational services in, reading and English language arts, and has been identified by NYSED as an Approved Supplemental Educational Services Provider; and

WHEREAS, SERVICE PROVIDER is ready, willing and able to perform the services as described herein;

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

1. <u>TERM OF AGREEMENT:</u> This Agreement shall be in effect for the period of Monday, June 25, 2012 to Friday, August 31, 2012 unless terminated earlier, as set forth herein.

2. SCOPE OF SERVICES:

- a. "Services" shall mean all of the supplemental educational services in reading and/or English language arts, as well as any supplies, materials and facilities that the Contractor furnishes to, and for the benefit of, SCHOOL DISTRICT students as the parents or guardians of such students may request. SERVICE PROVIDER shall perform all Services in accordance with its Technical Proposal, as approved by NYSED.
- b. SERVICE PROVIDER will provide Services only to Approved Eligible Students. An "Eligible Student" is defined as a child from a low-income family, as determined by the SCHOOL DISTRICT for purposes of allocating funds under Section 113(c)(1) of the Act. An "Approved Eligible Student" is an eligible student who has been assigned by the SCHOOL DISTRICT to the SERVICE PROVIDER'S program as selected by such student's parents and/or guardians.

SERVICE PROVIDER shall provide Services outlined in its Work Plan for each student who is registered for SERVICE PROVIDER'S Services for the entire term of this Agreement. SERVICE PROVIDER must complete a separate Work Plan for each student in the format set forth in Attachment A, which is incorporated by reference and made a part of this Agreement. Services may not be provided until the SCHOOL DISTRICT has approved the work plan for each student. For each student registered with the SERVICE PROVIDER, SERVICE PROVIDER shall include the following information in its Work Plan:

- i. a specific statement of the student's achievement goals based upon such Student's specific educational needs
- ii. a description of how each student's progress will be measured
- iii. a timetable for improving the student's achievement
- iv. for students with a disability, goals, method of measurement
- v. timetable consistent with such student's Individualized Education Program ("IEP")
- v. the initiation date, frequency, and duration of Services to be provided
- vi. the location where Services will be provided to each student
- vii. a description of how each student's parents/guardians and the SCHOOL DISTRICT will be regularly informed, at least after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program), of the student's progress
- viii. a description of the program to be used
- ix. the experience and qualifications of staff responsible for the delivery of the instructional program, including an assurance that instruction will be provided under the general supervision of a New York State certified teacher.

Services will be provided to eligible students enrolled in Rocky Point Union Free School District. Supplemental Educational Services shall be provided only during non-school hours. SERVICE PROVIDER shall not provide services to any student during the regular school day, as such day is defined by the SCHOOL DISTRICT.

Services provided by SERVICE PROVIDER to students must be in addition to any and all educational services provided to such students, including, but not limited to, mandated after-school or summer school activities, and may not "supplant any such educational services to be provided to students.

Services provided by SERVICE PROVIDER shall be secular, neutral and non-ideological.

SERVICE PROVIDER will provide instruction and content which are consistent with the instruction and content used by the SCHOOL DISTRICT and the State of New York, and are aligned with the State learning standards in English language arts (including reading).

SERVICE PROVIDER will ensure that eligible students with disabilities and eligible students with limited English proficiency will have equal access to the services offered by SERVICE PROVIDER.

SERVICE PROVIDER will not impose any additional admission criteria on eligible students.

- j. SERVICE PROVIDER shall perform all services in consultation with the SCHOOL DISTRICT and the student's parent/legal guardian. All services shall be coordinated through the Director of Instruction and/or his/her designee shall act as a liaison between SERVICE PROVIDER and the SCHOOL DISTRICT. Services may not be discontinued for any student without the prior written consent of SCHOOL DISTRICT and the student's parent or legal guardian. In the event that SERVICE PROVIDER becomes aware of a student whose parent or legal guardian wishes to discontinue services, SERVICE PROVIDER shall notify the SCHOOL DISTRICT.
- k. SERVICE PROVIDER shall conduct its program at its own facilities, at a community center, library, the student's school or an appropriate public place, as agreed upon by the SCHOOL DISTRICT. Tutoring shall not take place in a student's home unless an adult of eighteen (18) years of age or older is present. The SCHOOL DISTRICT reserves the right to visit the SERVICE PROVIDER'S facilities for periodic monitoring of each student's instructional program by the SCHOOL DISTRICT.
- PAYMENT SCHEDULE: In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER at the following rates:

INDIVIDUAL SESSION:

\$45 per hour

GROUP SESSION (2-8 students):

\$60 per hour

SCHOOL DISTRICT and/or parent/guardian shall have the right to add or remove a child from the program/services at any time during the summer session. Payment for children added or removed shall be prorated for the period of time services were provided to the child.

- 4. <u>INVOICE DUE ON MONTHLY BASIS:</u> SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, shall identify the names of the students who received services. All invoices shall be accompanied by appropriate documentation needed for reimbursement for services. SERVICE PROVIDER shall submit with its invoice student initialed attendance records which reflect the actual tutorial services provided. In the event that SERVICE PROVIDER rendering services online, a record of the time the student was actually online receiving services must be submitted. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT'S rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
- 5. <u>INDEPENDENT CONTRACTOR:</u> All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth

in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT'S workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6- INCOME TAX DESIGNATION AND INDEMNIFICATION; SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER'S sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT'S failure to withhold any amount from the payments for tax purposes or service provider's failure to comply with its tax obligations arising under this agreement.

7. RESPONSIBILITY FOR PAYMENT OF SERVICES:

- a. No parent or guardian or any other person shall be required to make any payment to SERVICE PROVIDER for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
- b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.
- 8. <u>SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:</u> SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.
- 9. <u>LICENSE AND AUTHORIZATION:</u> SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals, and that instruction will be provided under the general supervision of a New York State certified teacher. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE

PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual. Further, any individual performing services herein must meet the Qualifications of Staff submitted by the SERVICE PROVIDER to the SCHOOL DISTRICT. The Qualifications of Staff obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of licensing that would otherwise exist as to any party or person described in this paragraph.

- 10. CLEARANCE: SERVICE PROVIDER agrees that all individuals employed by, volunteering for, or working in a consulting relationship with the SERVICE PROVIDER, including support, clerical, administrative, food service or custodial staff, prospective candidate for employment, or any other person who (i) may have direct contact with students or (ii) work in or visit a location during times that students are served there even if such contact is on an occasional basis, or (iii) provide online services to students and/or have any contact with students via telephone, email or internet (hereinafter referred to collectively as "Staff") shall be subject to fingerprinting and criminal history record check requirements contained in the law, including, but not limited to Education Law Section 1709(39) and New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all individuals who will be or may be providing services to the SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT'S verification of such individuals' clearance status. In the event that SERVICE PROVIDER utilizes an individual to work with students who has not obtained fingerprinting and criminal history record clearance, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
- 11. <u>ATTENDANCE RECORDS:</u> SERVICE PROVIDER shall maintain attendance records which shall be submitted to SCHOOL DISTRICT after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program). If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
- 12. **REPORTS OF STUDENTS:** SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.
- 13. **REPORTS TO STATE:** SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the SCHOOL DISTRICT to terminate this Agreement. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine either SERVICE PROVIDER'S or SCHOOL DISTRICT'S compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

- 14. REPORTS TO SCHOOL DISTRICT/PARENTS/GUARDIANS: SERVICE PROVIDER hereby agrees to furnish written progress reports of each student's educational progress to SCHOOL DISTRICT, and to the student's parents/guardians. SERVICE PROVIDER will render such reports no fewer than three (3) times—after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program), and will render such additional reports as may be required by the SCHOOL DISTRICT. Any and all reports shall be furnished upon termination of the Agreement. In each Progress Report for each student, SERVICE PROVIDER shall include information regarding the student's attendance, a description of how the supplemental educational services were delivered to the student, and a description of the progress of each student. The Progress Report shall be in a format and, to the extent practicable, in a language that such parents can understand.
- 15. **FINAL REPORT:** SERVICE PROVIDER shall submit to SCHOOL DISTRICT a final written report in a form prescribed by the Commissioner that summarizes the progress of eligible students that were provided supplemental educational services during the school year. Such report must be submitted to the SCHOOL DISTRICT on or before September 14, 2012. SERVICE PROVIDER shall complete preassessments and 'post-assessments and a Student Parent Satisfaction Survey upon completion of the program when requested by the SCHOOL DISTRICT.
- 16. <u>SCHOOL GROUNDS & RULES:</u> It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT'S administrators and employees.
- 17. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

18. **TERMINATION**:

- a. This Agreement may be terminated by the SCHOOL DISTRICT, without reason given, upon seven (7) days' written notice to the SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT'S notification that SERVICE PROVIDER'S services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.
- c. This Agreement shall terminate immediately upon notice from NYSED to the SCHOOL DISTRICT of SERVICE PROVIDER'S removal from the list of NYSED-approved supplemental educational service providers. SCHOOL DISTRICT will notify SERVICE PROVIDER that it has received notice from NYSED regarding SERVICE PROVIDER'S removal from the list. SERVICE PROVIDER shall immediately cease all work under this Agreement. SERVICE PROVIDER will be entitled to compensation for satisfactory services performed up to the time of termination.

No claim for damages may be made by the SERVICE PROVIDER as a result of such termination.

d. SCHOOL DISTRICT shall have the sole discretion to terminate this Agreement in the event that SERVICE PROVIDER is unable to meet the academic achievement goals and timetables outlined in its Work Plan (Attachment A).

19. **CONFIDENTIALITY:**

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as is necessary to carry out the services contemplated in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations, except as is necessary to carry out the services contemplated in this Agreement. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
- b. SERVICE PROVIDER shall not disclose the identity of any student who is eligible for, or receiving supplemental educational services pursuant to this Agreement, without the written permission of such student's parents or guardians.
- SERVICE PROVIDER shall safeguard all student records and maintain them in a secure location to prevent access by unauthorized individuals.
- d. At all times, SERVICE PROVIDER shall protect students' health, safety, welfare and civil rights.
- 20. **PROHIBITION AGAINST GIFTS:** SERVICE PROVIDER is prohibited from making any offer or advertisement of rewards, gifts, incentives, gratuities, payments, or compensation of any kind to parents, students, SCHOOL DISTRICT, or SCHOOL DISTRICT staff for purposes of, or tending to have the effect of, soliciting enrollment, encouraging parents to switch providers once students are enrolled, and/or attempting to influence parents, students, SCHOOL DISTRICT, or SCHOOL DISTRICT staff; provided that nothing herein shall be deemed to prohibit the use, as part of the instructional program, of nominal rewards or incentives as defined in 8 NYCRR Section 120.4(f)(8)(xvii).
- 21. <u>HIPAA:</u> Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
- 22. <u>INDEMNIFICATION and HOLD HARMLESS PROVISION:</u> SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and

employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

- 23. <u>INSURANCE PROVISION:</u> SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and SCHOOL DISTRICT from claims set forth below for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an unrestricted additional insured on SERVICE PROVIDER'S insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The policy naming SCHOOL DISTRICT as an additional insured shall:
 - a. Be purchased from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
 - b. Contain a 30-day notice of cancellation.
 - c. State that the organization's coverage shall be primary coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
 - d. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - e. Required Insurance:
 - Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - ii. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - iii. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - iv. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
 - f. In the event that any of the insurance coverage to be provided by SERVICE PROVIDER contains a deductible, SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of SERVICE PROVIDER.
 - g. SERVICE PROVIDER shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this

Agreement shall constitute a material breach of contract and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

- h. Prior to commencement of its services, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.
- 24. NOTICES: Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Opportunities Industrialization Center of Suffolk, Inc. 7 Commerce Boulevard Amityville, New York 11701

Rocky Point Union Free School District Office of Instruction 90 Rocky Point-Yaphank Road Rocky Point, New York 11778

- 25. <u>ASSIGNMENT OF AGREEMENT:</u> SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
- 26. **<u>DISCRIMINATION</u>**: Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
- 27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York.
- 28. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 29. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

- 30. <u>AGREEMENT CONSTRUCTION:</u> This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
- 31. REPRESENTATIONS AND WARRANTIES: SERVICE PROVIDER represents and warrants that:

 1) SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; 3) SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement; and 4) it understands and agrees that it shall comply and be responsible for compliance with all applicable federal, state, and local statutes regarding conflicts of interest including but not limited to New York State General Municipal and Education Law.
- 32. AMENDMENT: This Agreement may be amended only in writing and signed by the parties.
- 33. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- 34. <u>AUTHORIZATION TO ENTER AGREEMENT:</u> The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

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

President

| Board | of Education |
|------------|--|
| Rocky | Point UFSD |
| Ву: | |
| Printed Na | ame: |
| Date: | |
| | |
| Oppor | tunities Industrialization Center of Suffolk, In |
| Ву: 4/ | Frence Jelynen |
| Printed Na | ame: Florience Joyner |
| Date: | 4/1/12 |
| | / / |

ATTACHMENT "A"

WORK PLAN

(A separate form must be added for each Approved Eligible Student)

| 1. | Student's Name: |
|-----|---|
| 2. | A specific statement of the student's achievement goals based upon such Student's specific educational needs: |
| 3. | A description of how the student's progress will be measured: |
| 4. | A timetable for improving the student's achievement: |
| 5. | For students with a disability, goals, method of measurement, and a timetable consistent with such student's Individualized Education Program ("IEP"): |
| 6. | The initiation date, frequency, and duration of Services to be provided: |
| 7. | The location where Services will be provided to the student: |
| 8. | A description of how the student's parents/guardians and the School District will be regularly informed, at least three times during the summer program, of the student's progress: |
| 9. | A description of the program to be used: |
| 10. | Listing of names, experience and qualifications of staff responsible for the delivery of the instructional program, including an assurance that instruction will be provided under the general supervision of a New York State certified teacher. |

SUPPLEMENTAL EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT made this 15th day of May 2012 by and between Board of Education, Rocky Point Union Free School District (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 90 Rocky Point-Yaphank Road, Rocky Point, NY 11778, Standard Learning Inc., DBA: Sylvan Learning Center. (herein after referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement located at 5974 Route 25A, Wading River, New York 11792.

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT has a need for supplemental educational services in reading and English language arts in order to meet the goals of the Federal No Child Left Behind (NCLB) Act of 2001, Title I ("Title I" or the "Act"); and

WHEREAS, in order for the SCHOOL DISTRICT and other schools throughout New York State, to procure such supplemental educational services, pursuant to section 120 of the Regulations of the Commissioner of Education, the New York State Education Department ("NYSED") issued a Request for Qualifications ("RFQ") to identify qualified providers; and

WHEREAS, SERVICE PROVIDER is in the business of providing the educational services in, reading and English language arts, and has been identified by NYSED as an Approved Supplemental Educational Services Provider; and

WHEREAS, SERVICE PROVIDER is ready, willing and able to perform the services as described herein;

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

1. <u>TERM OF AGREEMENT:</u> This Agreement shall be in effect for the period of Monday, June 25, 2012 to Friday, August 31, 2012 unless terminated earlier, as set forth herein.

2. SCOPE OF SERVICES:

- a. "Services" shall mean all of the supplemental educational services in reading and/or English language arts, as well as any supplies, materials and facilities that the Contractor furnishes to, and for the benefit of, SCHOOL DISTRICT students as the parents or guardians of such students may request. SERVICE PROVIDER shall perform all Services in accordance with its Technical Proposal, as approved by NYSED.
- b. SERVICE PROVIDER will provide Services only to Approved Eligible Students. An "Eligible Student" is defined as a child from a low-income family, as determined by the SCHOOL DISTRICT for purposes of allocating funds under Section 113(c)(1) of the Act. An "Approved Eligible Student" is an eligible student who has been assigned by the SCHOOL DISTRICT to the SERVICE PROVIDER'S program as selected by such student's parents and/or guardians.

SERVICE PROVIDER shall provide Services outlined in its Work Plan for each student who is registered for SERVICE PROVIDER'S Services for the entire term of this Agreement. SERVICE PROVIDER must complete a separate Work Plan for each student in the format set forth in Attachment A, which is incorporated by reference and made a part of this Agreement. Services may not be provided until the SCHOOL DISTRICT has approved the work plan for each student. For each student registered with the SERVICE PROVIDER, SERVICE PROVIDER shall include the following information in its Work Plan:

- a specific statement of the student's achievement goals based upon such Student's specific educational needs
- ii. a description of how each student's progress will be measured
- iii. a timetable for improving the student's achievement
- iv. for students with a disability, goals, method of measurement
- v. timetable consistent with such student's Individualized Education Program ("IEP")
- v. the initiation date, frequency, and duration of Services to be provided
- vi. the location where Services will be provided to each student
- vii. a description of how each student's parents/guardians and the SCHOOL DISTRICT will be regularly informed, at least after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program), of the student's progress
- viii. a description of the program to be used
- ix. the experience and qualifications of staff responsible for the delivery of the instructional program, including an assurance that instruction will be provided under the general supervision of a New York State certified teacher.

Services will be provided to eligible students enrolled in Rocky Point Union Free School District. Supplemental Educational Services shall be provided only during non-school hours. SERVICE PROVIDER shall not provide services to any student during the regular school day, as such day is defined by the SCHOOL DISTRICT.

Services provided by SERVICE PROVIDER to students must be in addition to any and all educational services provided to such students, including, but not limited to, mandated after-school or summer school activities, and may not "supplant any such educational services to be provided to students.

Services provided by SERVICE PROVIDER shall be secular, neutral and non-ideological.

SERVICE PROVIDER will provide instruction and content which are consistent with the instruction and content used by the SCHOOL DISTRICT and the State of New York, and are aligned with the State learning standards in English language arts (including reading).

SERVICE PROVIDER will ensure that eligible students with disabilities and eligible students with limited English proficiency will have equal access to the services offered by SERVICE PROVIDER.

SERVICE PROVIDER will not impose any additional admission criteria on eligible students.

- j. SERVICE PROVIDER shall perform all services in consultation with the SCHOOL DISTRICT and the student's parent/legal guardian. All services shall be coordinated through the Director of Instruction and/or his/her designee shall act as a liaison between SERVICE PROVIDER and the SCHOOL DISTRICT. Services may not be discontinued for any student without the prior written consent of SCHOOL DISTRICT and the student's parent or legal guardian. In the event that SERVICE PROVIDER becomes aware of a student whose parent or legal guardian wishes to discontinue services, SERVICE PROVIDER shall notify the SCHOOL DISTRICT.
- k. SERVICE PROVIDER shall conduct its program at its own facilities, at a community center, library, the student's school or an appropriate public place, as agreed upon by the SCHOOL DISTRICT. Tutoring shall not take place in a student's home unless an adult of eighteen (18) years of age or older is present. The SCHOOL DISTRICT reserves the right to visit the SERVICE PROVIDER'S facilities for periodic monitoring of each student's instructional program by the SCHOOL DISTRICT.
- 3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER at the following rates:

INDIVIDUAL SESSION:

N/A

GROUP SESSION (1-3 students):

\$50 per hour

SCHOOL DISTRICT and/or parent/guardian shall have the right to add or remove a child from the program/services at any time during the summer session. Payment for children added or removed shall be prorated for the period of time services were provided to the child.

- 4. INVOICE DUE ON MONTHLY BASIS: SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, shall identify the names of the students who received services. All invoices shall be accompanied by appropriate documentation needed for reimbursement for services. SERVICE PROVIDER shall submit with its invoice student initialed attendance records which reflect the actual tutorial services provided. In the event that SERVICE PROVIDER rendering services online, a record of the time the student was actually online receiving services must be submitted. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT'S rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
- 5. <u>INDEPENDENT CONTRACTOR:</u> All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth

in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT'S workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6- INCOME TAX DESIGNATION AND INDEMNIFICATION; SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER'S sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT'S failure to withhold any amount from the payments for tax purposes or service provider's failure to comply with its tax obligations arising under this agreement.

7. RESPONSIBILITY FOR PAYMENT OF SERVICES:

- a. No parent or guardian or any other person shall be required to make any payment to SERVICE PROVIDER for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
- b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.
- 8. <u>SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:</u> SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.
- 9. <u>LICENSE AND AUTHORIZATION:</u> SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals, and that instruction will be provided under the general supervision of a New York State certified teacher. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE

PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual. Further, any individual performing services herein must meet the Qualifications of Staff submitted by the SERVICE PROVIDER to the SCHOOL DISTRICT. The Qualifications of Staff obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of licensing that would otherwise exist as to any party or person described in this paragraph.

- 10. CLEARANCE: SERVICE PROVIDER agrees that all individuals employed by, volunteering for, or working in a consulting relationship with the SERVICE PROVIDER, including support, clerical, administrative, food service or custodial staff, prospective candidate for employment, or any other person who (i) may have direct contact with students or (ii) work in or visit a location during times that students are served there even if such contact is on an occasional basis, or (iii) provide online services to students and/or have any contact with students via telephone, email or internet (hereinafter referred to collectively as "Staff") shall be subject to fingerprinting and criminal history record check requirements contained in the law, including, but not limited to Education Law Section 1709(39) and New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all individuals who will be or may be providing services to the SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT'S verification of such individuals' clearance status. In the event that SERVICE PROVIDER utilizes an individual to work with students who has not obtained fingerprinting and criminal history record clearance, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
- 11. <u>ATTENDANCE RECORDS:</u> SERVICE PROVIDER shall maintain attendance records which shall be submitted to SCHOOL DISTRICT after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program). If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
- 12. <u>REPORTS OF STUDENTS:</u> SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.
- 13. REPORTS TO STATE: SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the SCHOOL DISTRICT to terminate this Agreement. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine either SERVICE PROVIDER'S or SCHOOL DISTRICT'S compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

- 14. REPORTS TO SCHOOL DISTRICT/PARENTS/GUARDIANS: SERVICE PROVIDER hereby agrees to furnish written progress reports of each student's educational progress to SCHOOL DISTRICT, and to the student's parents/guardians. SERVICE PROVIDER will render such reports no fewer than three (3) times—after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program), and will render such additional reports as may be required by the SCHOOL DISTRICT. Any and all reports shall be furnished upon termination of the Agreement. In each Progress Report for each student, SERVICE PROVIDER shall include information regarding the student's attendance, a description of how the supplemental educational services were delivered to the student, and a description of the progress of each student. The Progress Report shall be in a format and, to the extent practicable, in a language that such parents can understand.
- 15. **FINAL REPORT:** SERVICE PROVIDER shall submit to SCHOOL DISTRICT a final written report in a form prescribed by the Commissioner that summarizes the progress of eligible students that were provided supplemental educational services during the school year. Such report must be submitted to the SCHOOL DISTRICT on or before September 14, 2012. SERVICE PROVIDER shall complete preassessments and post-assessments and a Student Parent Satisfaction Survey upon completion of the program when requested by the SCHOOL DISTRICT.
- 16. <u>SCHOOL GROUNDS & RULES:</u> It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT'S administrators and employees.
- 17. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

18. **TERMINATION**:

- a. This Agreement may be terminated by the SCHOOL DISTRICT, without reason given, upon seven (7) days' written notice to the SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT'S notification that SERVICE PROVIDER'S services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.
- c. This Agreement shall terminate immediately upon notice from NYSED to the SCHOOL DISTRICT of SERVICE PROVIDER'S removal from the list of NYSED-approved supplemental educational service providers. SCHOOL DISTRICT will notify SERVICE PROVIDER that it has received notice from NYSED regarding SERVICE PROVIDER'S removal from the list. SERVICE PROVIDER shall immediately cease all work under this Agreement. SERVICE PROVIDER will be entitled to compensation for satisfactory services performed up to the time of termination.

No claim for damages may be made by the SERVICE PROVIDER as a result of such termination.

d. SCHOOL DISTRICT shall have the sole discretion to terminate this Agreement in the event that SERVICE PROVIDER is unable to meet the academic achievement goals and timetables outlined in its Work Plan (Attachment A).

19. **CONFIDENTIALITY:**

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as is necessary to carry out the services contemplated in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations, except as is necessary to carry out the services contemplated in this Agreement. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
- b. SERVICE PROVIDER shall not disclose the identity of any student who is eligible for, or receiving supplemental educational services pursuant to this Agreement, without the written permission of such student's parents or guardians.
- SERVICE PROVIDER shall safeguard all student records and maintain them in a secure location to prevent access by unauthorized individuals.
- d. At all times, SERVICE PROVIDER shall protect students' health, safety, welfare and civil rights.
- 20. **PROHIBITION AGAINST GIFTS:** SERVICE PROVIDER is prohibited from making any offer or advertisement of rewards, gifts, incentives, gratuities, payments, or compensation of any kind to parents, students, SCHOOL DISTRICT, or SCHOOL DISTRICT staff for purposes of, or tending to have the effect of, soliciting enrollment, encouraging parents to switch providers once students are enrolled, and/or attempting to influence parents, students, SCHOOL DISTRICT, or SCHOOL DISTRICT staff; provided that nothing herein shall be deemed to prohibit the use, as part of the instructional program, of nominal rewards or incentives as defined in 8 NYCRR Section 120.4(f)(8)(xvii).
- 21. <u>HIPAA:</u> Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
- 22. <u>INDEMNIFICATION and HOLD HARMLESS PROVISION:</u> SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and

employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

- 23. <u>INSURANCE PROVISION</u>: SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and SCHOOL DISTRICT from claims set forth below for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an unrestricted additional insured on SERVICE PROVIDER'S insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The policy naming SCHOOL DISTRICT as an additional insured shall:
 - Be purchased from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
 - b. Contain a 30-day notice of cancellation.
 - c. State that the organization's coverage shall be primary coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
 - d. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - e. Required Insurance:
 - i. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - ii. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - iii. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - iv. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
 - f. In the event that any of the insurance coverage to be provided by SERVICE PROVIDER contains a deductible, SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of SERVICE PROVIDER.
 - g. SERVICE PROVIDER shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this

Agreement shall constitute a material breach of contract and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

- h. Prior to commencement of its services, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.
- 24. <u>NOTICES:</u> Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Standard Learning Inc., DBA: Sylvan Learning Center 5974 Route 25A Wading River, New York 11792

Rocky Point Union Free School District Office of Instruction 90 Rocky Point-Yaphank Road Rocky Point, New York 11778

- 25. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
- 26. **<u>DISCRIMINATION:</u>** Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
- 27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York.
- 28. <u>SEVERABILITY:</u> If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 29. <u>NO PRIOR AGREEMENTS:</u> This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

- 30. <u>AGREEMENT CONSTRUCTION:</u> This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
- 31. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants that:
 1) SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; 3) SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement; and 4) it understands and agrees that it shall comply and be responsible for compliance with all applicable federal, state, and local statutes regarding conflicts of interest including but not limited to New York State General Municipal and Education Law.
- 32. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.
- 33. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- 34. <u>AUTHORIZATION TO ENTER AGREEMENT:</u> The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

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

President

| Board of Education Rocky Point UFSD | |
|--|-----------|
| By: | _ |
| Printed Name: | _ |
| Date: | _ |
| Standard Learning Inc., DBA: Sylvan Learning | ig Center |
| Printed Name: MUBASHIR AHMED | _ |
| Date: 4-27-2012 | _ |

ATTACHMENT "A"

WORK PLAN

(A separate form must be added for each Approved Eligible Student)

| 1. | Student's Name: |
|-----|---|
| 2. | A specific statement of the student's achievement goals based upon such Student's specific educational needs: |
| 3. | A description of how the student's progress will be measured: |
| 4. | A timetable for improving the student's achievement: |
| 5. | For students with a disability, goals, method of measurement, and a timetable consistent with such student's Individualized Education Program ("IEP"): |
| 6. | The initiation date, frequency, and duration of Services to be provided: |
| 7. | The location where Services will be provided to the student: |
| 8. | A description of how the student's parents/guardians and the School District will be regularly informed, at least three times during the summer program, of the student's progress: |
| 9. | A description of the program to be used: |
| 10. | Listing of names, experience and qualifications of staff responsible for the delivery of the instructional program, including an assurance that instruction will be provided under the general supervision of a New York State certified teacher. |

SUPPLEMENTAL EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT made this 15th day of May 2012 by and between Board of Education, Rocky Point Union Free School District (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 90 Rocky Point-Yaphank Road, Rocky Point, NY 11778, Urban League of Long Island, Inc. (herein after referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement located at 50 Clinton Street, Suite 205, Hempstead, New York 11550.

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT has a need for supplemental educational services in reading and English language arts in order to meet the goals of the Federal No Child Left Behind (NCLB) Act of 2001, Title I ("Title I" or the "Act"); and

WHEREAS, in order for the SCHOOL DISTRICT and other schools throughout New York State, to procure such supplemental educational services, pursuant to section 120 of the Regulations of the Commissioner of Education, the New York State Education Department ("NYSED") issued a Request for Qualifications ("RFQ") to identify qualified providers; and

WHEREAS, SERVICE PROVIDER is in the business of providing the educational services in, reading and English language arts, and has been identified by NYSED as an Approved Supplemental Educational Services Provider; and

WHEREAS, SERVICE PROVIDER is ready, willing and able to perform the services as described herein;

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

1. <u>TERM OF AGREEMENT:</u> This Agreement shall be in effect for the period of Monday, June 25, 2012 to Friday, August 31, 2012 unless terminated earlier, as set forth herein.

2. SCOPE OF SERVICES:

- a. "Services" shall mean all of the supplemental educational services in reading and/or English language arts, as well as any supplies, materials and facilities that the Contractor furnishes to, and for the benefit of, SCHOOL DISTRICT students as the parents or guardians of such students may request. SERVICE PROVIDER shall perform all Services in accordance with its Technical Proposal, as approved by NYSED.
- b. SERVICE PROVIDER will provide Services only to Approved Eligible Students. An "Eligible Student" is defined as a child from a low-income family, as determined by the SCHOOL DISTRICT for purposes of allocating funds under Section 113(c)(1) of the Act. An "Approved Eligible Student" is an eligible student who has been assigned by the SCHOOL DISTRICT to the SERVICE PROVIDER'S program as selected by such student's parents and/or guardians.

SERVICE PROVIDER shall provide Services outlined in its Work Plan for each student who is registered for SERVICE PROVIDER'S Services for the entire term of this Agreement. SERVICE PROVIDER must complete a separate Work Plan for each student in the format set forth in Attachment A, which is incorporated by reference and made a part of this Agreement. Services may not be provided until the SCHOOL DISTRICT has approved the work plan for each student. For each student registered with the SERVICE PROVIDER, SERVICE PROVIDER shall include the following information in its Work Plan:

- a specific statement of the student's achievement goals based upon such Student's specific educational needs
- ii. a description of how each student's progress will be measured
- iii. a timetable for improving the student's achievement
- iv. for students with a disability, goals, method of measurement
- v. timetable consistent with such student's Individualized Education Program ("IEP")
- v. the initiation date, frequency, and duration of Services to be provided
- vi. the location where Services will be provided to each student
- vii. a description of how each student's parents/guardians and the SCHOOL DISTRICT will be regularly informed, at least after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program), of the student's progress
- viii. a description of the program to be used
- ix. the experience and qualifications of staff responsible for the delivery of the instructional program, including an assurance that instruction will be provided under the general supervision of a New York State certified teacher.

Services will be provided to eligible students enrolled in Rocky Point Union Free School District. Supplemental Educational Services shall be provided only during non-school hours. SERVICE PROVIDER shall not provide services to any student during the regular school day, as such day is defined by the SCHOOL DISTRICT.

Services provided by SERVICE PROVIDER to students must be in addition to any and all educational services provided to such students, including, but not limited to, mandated after-school or summer school activities, and may not "supplant any such educational services to be provided to students.

Services provided by SERVICE PROVIDER shall be secular, neutral and non-ideological.

SERVICE PROVIDER will provide instruction and content which are consistent with the instruction and content used by the SCHOOL DISTRICT and the State of New York, and are aligned with the State learning standards in English language arts (including reading).

SERVICE PROVIDER will ensure that eligible students with disabilities and eligible students with limited English proficiency will have equal access to the services offered by SERVICE PROVIDER.

SERVICE PROVIDER will not impose any additional admission criteria on eligible students.

- j. SERVICE PROVIDER shall perform all services in consultation with the SCHOOL DISTRICT and the student's parent/legal guardian. All services shall be coordinated through the Director of Instruction and/or his/her designee shall act as a liaison between SERVICE PROVIDER and the SCHOOL DISTRICT. Services may not be discontinued for any student without the prior written consent of SCHOOL DISTRICT and the student's parent or legal guardian. In the event that SERVICE PROVIDER becomes aware of a student whose parent or legal guardian wishes to discontinue services, SERVICE PROVIDER shall notify the SCHOOL DISTRICT.
- k. SERVICE PROVIDER shall conduct its program at its own facilities, at a community center, library, the student's school or an appropriate public place, as agreed upon by the SCHOOL DISTRICT. Tutoring shall not take place in a student's home unless an adult of eighteen (18) years of age or older is present. The SCHOOL DISTRICT reserves the right to visit the SERVICE PROVIDER'S facilities for periodic monitoring of each student's instructional program by the SCHOOL DISTRICT.
- 3. <u>PAYMENT SCHEDULE</u>: In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER at the following rates:

COMPUTER BASED:

\$50 per hour

GROUP SESSION (3-6 students):

\$50 per hour

SCHOOL DISTRICT and/or parent/guardian shall have the right to add or remove a child from the program/services at any time during the summer session. Payment for children added or removed shall be prorated for the period of time services were provided to the child.

- 4. INVOICE DUE ON MONTHLY BASIS: SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, shall identify the names of the students who received services. All invoices shall be accompanied by appropriate documentation needed for reimbursement for services. SERVICE PROVIDER shall submit with its invoice student initialed attendance records which reflect the actual tutorial services provided. In the event that SERVICE PROVIDER rendering services online, a record of the time the student was actually online receiving services must be submitted. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT'S rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
- 5. <u>INDEPENDENT CONTRACTOR:</u> All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth

in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT'S workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6- INCOME TAX DESIGNATION AND INDEMNIFICATION: SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER'S sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT'S failure to withhold any amount from the payments for tax purposes or service provider's failure to comply with its tax obligations arising under this agreement.

7. RESPONSIBILITY FOR PAYMENT OF SERVICES:

- a. No parent or guardian or any other person shall be required to make any payment to SERVICE PROVIDER for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
- b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.
- 8. <u>SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:</u> SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.
- 9. <u>LICENSE AND AUTHORIZATION:</u> SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals, and that instruction will be provided under the general supervision of a New York State certified teacher. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE

PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual. Further, any individual performing services herein must meet the Qualifications of Staff submitted by the SERVICE PROVIDER to the SCHOOL DISTRICT. The Qualifications of Staff obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of licensing that would otherwise exist as to any party or person described in this paragraph.

- 10. CLEARANCE: SERVICE PROVIDER agrees that all individuals employed by, volunteering for, or working in a consulting relationship with the SERVICE PROVIDER, including support, clerical, administrative, food service or custodial staff, prospective candidate for employment, or any other person who (i) may have direct contact with students or (ii) work in or visit a location during times that students are served there even if such contact is on an occasional basis, or (iii) provide online services to students and/or have any contact with students via telephone, email or internet (hereinafter referred to collectively as "Staff") shall be subject to fingerprinting and criminal history record check requirements contained in the law, including, but not limited to Education Law Section 1709(39) and New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all individuals who will be or may be providing services to the SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT'S verification of such individuals' clearance status. In the event that SERVICE PROVIDER utilizes an individual to work with students who has not obtained fingerprinting and criminal history record clearance, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
- 11. <u>ATTENDANCE RECORDS:</u> SERVICE PROVIDER shall maintain attendance records which shall be submitted to SCHOOL DISTRICT after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program). If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
- 12. <u>REPORTS OF STUDENTS:</u> SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.
- 13. REPORTS TO STATE: SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the SCHOOL DISTRICT to terminate this Agreement. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine either SERVICE PROVIDER'S or SCHOOL DISTRICT'S compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

- 14. REPORTS TO SCHOOL DISTRICT/PARENTS/GUARDIANS: SERVICE PROVIDER hereby agrees to furnish written progress reports of each student's educational progress to SCHOOL DISTRICT, and to the student's parents/guardians. SERVICE PROVIDER will render such reports no fewer than three (3) times—after each third of the total # of sessions (e.g., after sessions 3, 7, and 10 for a ten-session program or after sessions 6, 13, and 20 of a twenty-session program), and will render such additional reports as may be required by the SCHOOL DISTRICT. Any and all reports shall be furnished upon termination of the Agreement. In each Progress Report for each student, SERVICE PROVIDER shall include information regarding the student's attendance, a description of how the supplemental educational services were delivered to the student, and a description of the progress of each student. The Progress Report shall be in a format and, to the extent practicable, in a language that such parents can understand.
- 15. <u>FINAL REPORT:</u> SERVICE PROVIDER shall submit to SCHOOL DISTRICT a final written report in a form prescribed by the Commissioner that summarizes the progress of eligible students that were provided supplemental educational services during the school year. Such report must be submitted to the SCHOOL DISTRICT on or before September 14, 2012. SERVICE PROVIDER shall complete preassessments and post-assessments and a Student Parent Satisfaction Survey upon completion of the program when requested by the SCHOOL DISTRICT.
- 16. <u>SCHOOL GROUNDS & RULES:</u> It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT'S administrators and employees.
- 17. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

18. TERMINATION:

- a. This Agreement may be terminated by the SCHOOL DISTRICT, without reason given, upon seven (7) days' written notice to the SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT'S notification that SERVICE PROVIDER'S services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.
- c. This Agreement shall terminate immediately upon notice from NYSED to the SCHOOL DISTRICT of SERVICE PROVIDER'S removal from the list of NYSED-approved supplemental educational service providers. SCHOOL DISTRICT will notify SERVICE PROVIDER that it has received notice from NYSED regarding SERVICE PROVIDER'S removal from the list. SERVICE PROVIDER shall immediately cease all work under this Agreement. SERVICE PROVIDER will be entitled to compensation for satisfactory services performed up to the time of termination.

No claim for damages may be made by the SERVICE PROVIDER as a result of such termination.

d. SCHOOL DISTRICT shall have the sole discretion to terminate this Agreement in the event that SERVICE PROVIDER is unable to meet the academic achievement goals and timetables outlined in its Work Plan (Attachment A).

19. **CONFIDENTIALITY:**

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as is necessary to carry out the services contemplated in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations, except as is necessary to carry out the services contemplated in this Agreement. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
- b. SERVICE PROVIDER shall not disclose the identity of any student who is eligible for, or receiving supplemental educational services pursuant to this Agreement, without the written permission of such student's parents or guardians.
- c. SERVICE PROVIDER shall safeguard all student records and maintain them in a secure location to prevent access by unauthorized individuals.
- d. At all times, SERVICE PROVIDER shall protect students' health, safety, welfare and civil rights.
- 20. **PROHIBITION AGAINST GIFTS:** SERVICE PROVIDER is prohibited from making any offer or advertisement of rewards, gifts, incentives, gratuities, payments, or compensation of any kind to parents, students, SCHOOL DISTRICT, or SCHOOL DISTRICT staff for purposes of, or tending to have the effect of, soliciting enrollment, encouraging parents to switch providers once students are enrolled, and/or attempting to influence parents, students, SCHOOL DISTRICT, or SCHOOL DISTRICT staff; provided that nothing herein shall be deemed to prohibit the use, as part of the instructional program, of nominal rewards or incentives as defined in 8 NYCRR Section 120.4(f)(8)(xvii).
- 21. <u>HIPAA:</u> Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
- 22. <u>INDEMNIFICATION and HOLD HARMLESS PROVISION:</u> SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and

employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

- 23. <u>INSURANCE PROVISION</u>: SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and SCHOOL DISTRICT from claims set forth below for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an unrestricted additional insured on SERVICE PROVIDER'S insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The policy naming SCHOOL DISTRICT as an additional insured shall:
 - a. Be purchased from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
 - b. Contain a 30-day notice of cancellation.
 - c. State that the organization's coverage shall be primary coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
 - d. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - e. Required Insurance:
 - i. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - ii. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - iii. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - iv. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
 - f. In the event that any of the insurance coverage to be provided by SERVICE PROVIDER contains a deductible, SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of SERVICE PROVIDER.
 - g. SERVICE PROVIDER shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this

Agreement shall constitute a material breach of contract and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

- h. Prior to commencement of its services, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.
- 24. <u>NOTICES:</u> Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Urban League of Long Island, Inc. 50 Clinton Street, Suite 205 Hempstead, New York 11550

Rocky Point Union Free School District Office of Instruction 90 Rocky Point-Yaphank Road Rocky Point, New York 11778

- 25. <u>ASSIGNMENT OF AGREEMENT:</u> SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
- 26. **<u>DISCRIMINATION</u>**: Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
- 27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York.
- 28. <u>SEVERABILITY:</u> If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 29. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

- 30. <u>AGREEMENT CONSTRUCTION:</u> This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
- 31. REPRESENTATIONS AND WARRANTIES: SERVICE PROVIDER represents and warrants that:
 1) SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; 3) SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement; and 4) it understands and agrees that it shall comply and be responsible for compliance with all applicable federal, state, and local statutes regarding conflicts of interest including but not limited to New York State General Municipal and Education Law.
- 32. AMENDMENT: This Agreement may be amended only in writing and signed by the parties.
- 33. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- 34. <u>AUTHORIZATION TO ENTER AGREEMENT:</u> The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

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

President

Board of Education
Rocky Point UFSD

By: ______

Printed Name: _____

Urban League of Long Island, Inc.

By: ______

Printed Name: ______

Date: ______

Date: _______

Date: ________

ATTACHMENT "A"

WORK PLAN

(A separate form must be added for each Approved Eligible Student)

| 1. | Student's Name: |
|-----|---|
| 2. | A specific statement of the student's achievement goals based upon such Student's specific educational needs: |
| 3. | A description of how the student's progress will be measured: |
| 4. | A timetable for improving the student's achievement: |
| 5. | For students with a disability, goals, method of measurement, and a timetable consistent with such student's Individualized Education Program ("IEP"): |
| 6. | The initiation date, frequency, and duration of Services to be provided: |
| 7. | The location where Services will be provided to the student: |
| 8. | A description of how the student's parents/guardians and the School District will be regularly informed, at least three times during the summer program, of the student's progress: |
| 9. | A description of the program to be used: |
| 10. | Listing of names, experience and qualifications of staff responsible for the delivery of the instructional program, including an assurance that instruction will be provided under the general supervision of a New York State certified teacher. |

AMENDMENT

Bid #12-01 In-Car Drivers Education Summer 2012

The following driving sessions will be in effect for Summer 2012, beginning July 9^{th} , 2012:

- 1) 8:00am to 9:30am
- 2) 9:30am to 11:00am
- 3) 11:00am to 12:30pm
- 4) 12:30pm to 2:00pm
- 5) 2:00pm to 3:30pm*

*ICARE students only

Representative-All Suffolk Auto School

Date

7 1/2

ROCKY POINT UNION FREE SCHOOL DISTRICT

90 Rocky Point - Yaphank Road Rocky Point, New York 11778

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Michael F. Ring Superintendent of Schools Mr. Greg Hilton School Business Official

April 20, 2012

Mr. John Lessard, Executive Director Developmental Disabilities Institute, Inc. 99 Hollywood Drive Smithtown, NY 11787

Re: Bid #11-01 Summer 2010 Minivan Transportation Services Contract-Extension for Summer 2012

Dear Mr. Lessard:

The current Minivan Transportation Services-Summer 2010 contract between Developmental Disabilities Institute Inc. and the Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for Summer 2012 at the current rates, terms and conditions, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Business Office at the above address by May 20, 2012.

We look forward to working with you again for another year.

Sincerely,

Greg Hilton

School Business Official

AGREEMENT

Developmental Disabilities Institute, Inc. agrees to extend the current Minivan Transportation Services-Summer 2010 contract, under the same terms and conditions as per Bid #11₋01, for the Summer 2012.

Representative-Developmental Disabilities Institute, Inc.

Date 4-25-12

ROCKY POINT UNION FREE SCHOOL DISTRICT SEALED PROPOSALS FOR Bid # //-0] Minivan Transportation

BID SUBMITTAL FORM: BID #/1-0/ Minivan Transportation Services

To: Rocky Point Union Free School District Administrative Offices-Purchasing 90 Rocky Point-Yaphank Road Rocky Point, NY 11778

DAILY ROUND TRIP PRICE PER STUDENT

forms enclosed with this bid.

required.

DAILY PRICE PER MATRON/D.A.

Special Note:

The undersigned agrees to furnish <u>Minivan Transportation Services</u> as described with full compliance to all terms, conditions and qualifications as stated herein.

| • | ** |
|---------------|--|
| ÷ | SCHOOL CONTACT PERSON TELEPHONE |
| REFERENCE #1 | Commack UFSO hours Newman 912-9215 |
| REFERENCE #2 | West Babylon Sales Henry Bianco 321-3063 |
| REFERENCE #3 | Locust Valley Brad Chafets (516)568-6110 |
| Company Name: | DAYCHOPMENTAL DISABILITIES INSTITUTE |
| Submitted by: | JOHN-LESSARD |
| Title: | EXECUTIVE DIRECTOR |
| Address: | 99 HOllywood De SMITHTOWN, NY 1198 |
| Telephone: | 631-366-2950 |
| Signed: | De Cum |
| Date: | 4/22/10 |

1. The non-collusive statement on the Bid Proposal and Certification must be signed.

2. The bid is due at the District Administrative Office on or before the specified time on

3. The bidder fully understands and will comply with the minimum insurance coverage



90 Rocky Point - Yaphank Road Rocky Point, New York 11778

Telephone: (631) 744-1600 Fax: (631) 849-7558

Dr. Michael F. Ring Superintendent of Schools Mr. Greg Hilton School Business Official

April 20, 2012

Mr. John Lessard, Executive Director Developmental Disabilities Institute, Inc. 99 Hollywood Drive Smithtown, NY 11787

Re: 2012-2013 Minivan Transportation Services Contract (Extension)

Dear Mr. Lessard:

The current Contract between Developmental Disabilities Institute, Inc. and The Rocky Point UFSD, under Bid #10-11, will expire on June 22, 2011. It is the District's intent to offer an extension of said contract for the 2012-2013 school year at the same rates, terms and conditions, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Business Office at the above address by May 20, 2012.

We look forward to working with you again for another year.

Sincerely,

Greg Hilton

School Business Official

<u>AGREEMENT</u>

Developmental Disabilities Institute, Inc. agrees to extend the current Minivan Transportation Services agreement, under the same terms and conditions as per Bid #10-11, for the period 9/5/12-6/21/13.

Representative-Developmental Disabilities Institute, Inc.

Date 4-25-12

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ROCKY POINT UNION FREE SCHOOL DISTRICT SEALED PROPOSALS FOR Bid #10-11 Minivan Transportation

BID SUBMITTAL FORM: BID #10-11 Minivan Transportation Services

To: Rocky Point Union Free School District 170 Route 25A Rocky Point, NY 11778

The undersigned agrees to furnish <u>Minivan Transportation Services</u> as described with full compliance to all terms, conditions and qualifications as stated herein.

| DAILY ROUND TH | RIP PRICE PER S | TUDENT . | s 288 | . 75 (includes chape | rone |
|-----------------|-----------------|---------------|-------------|----------------------|------|
| DAILY PRICE PEI | R MATRON/D.A. | | s | | |
| | SCHOOL | CONTACT | PERSON | TELEPHONE | |
| REFERENCE #1 | S _€ | e Attached | 1 listing | | |
| REFERENCE #2 | | | | | |
| REFERENCE #3 | | | | | |
| Company Name: | Developmento | 1 Disabilitie | s Institute | INC. | |
| Submitted by: | John | Lessard | | | |
| Title: | Executiv | ve Directo | · r | | |
| Address: | 99 Hollywoo | d Drive, S | mithtown, | NY 11787 | |
| Telephone: | (631) | 366-2900 | | | |
| Signed: | Tol Ce | | | | |
| Date: | Dec 1, 2 | 2009 | | | |

Special Note:

- 1. The non-collusive statement on the Bid Proposal and Certification must be signed.
- 2. The bid is due at the District Administrative Office on or before the specified time on forms enclosed with this bid.
- The bidder fully understands and will comply with the minimum insurance coverage required.



90 Rocky Point - Yaphank Road Rocky Point, New York 11778

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Michael F. Ring Superintendent of Schools Mr. Greg Hilton School Business Official

April 20, 2012

Ms. Rosemarie T. Eccleston, RN, MPH Horizon Healthcare Staffing 20 Jerusalem Avenue, 3rd Floor Hicksville, NY 11801

Re: RFP #R12-07 Staffing Services for RN Substitutes Contract Extension for 2012-2013

Dear Ms. Eccleston:

The current 2011-2012 Staffing Services for RN Substitutes contract between Horizon Healthcare Staffing and The Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the 2012-2013 school year at the rates, terms and conditions set forth in the above referenced RFP, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Debra Hoffman, Purchasing Agent, at the above address by May 23, 2012.

We look forward to working with you again for another year.

Sincerely,

Greg Hilton

School Business Official

isemour

AGREEMENT

Horizon Healthcare Staffing agrees to extend the current Staffing Services for Registered Nurse Substitutes contract, under the same terms and conditions as per RFP #R12-07, for the period 7/1/12-6/30/13.

Representative - Hørizon Healthcare Staffing

Date: 4 23 12

RFP #R12-07 Staffing Services for Registered Nurse Substitutes

FEE PROPOSAL:

| 2011-2012 | A. | RATE FOR RN | \$ | 4750 | _ PER HOUR |
|-----------|----------|-------------|----------|---------------|-----------------------------|
| | B. | RATE FOR RN | \$ | 30815 | _DAILY (6.5 HRS) |
| 2012-2013 | A. B. | RATE FOR RN | \$ \$ | 47 <u>5</u> 2 | _ PER HOUR DAILY (6.5 HRS) |
| 2013-2014 | A. | RATE FOR RN | \$ | 4800 | PER HOUR |
| | B. | RATE FOR RN | \$ | 312- | _DAILY (6.5 HRS) |
| 2014-2015 | A. | RATE FOR RN | \$ | 4800 | _ PER HOUR |
| | B. | RATE FOR RN | \$ | 312- | _DAILY (6.5 HRS) |

Please sign and date this proposal form below:

Signature of Officer

11 28 11 Date

Rosemarie Eccleston



90 Rocky Point - Yaphank Road Rocky Point, New York 11778

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Michael F. Ring Superintendent of Schools Mr. Greg Hilton School Business Official

April 20, 2012

Ms. Christine A. Marco Winston Support Services, LLC/ Winston Staffing Services 1400 Old Country Road Westbury, NY 11590

Re: RFP #R12-07 Staffing Services for RN Substitutes Contract Extension for 2012-2013

Dear Ms. Marco:

The current 2011-2012 Staffing Services for RN Substitutes contract between Winston Support Services, LLC/Winston Staffing Services and The Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the 2012-2013 school year at the rates, terms and conditions set forth in the above referenced RFP, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Debra Hoffman, Purchasing Agent, at the above address by May 23, 2012.

We look forward to working with you again for another year.

Sincerely,

Greg Hilton

School Business Official

AGREEMENT

Winston Support Services, LLC/Winston Staffing Services agrees to extend the current Staffing Services for Registered Nurse Substitutes contract, under the same terms and conditions as per RFP #R12-07, for the period 7/1/12-6/30/13.

Representative - Winston Support Services, LLC/Winston Staffing Services

RFP #R12-07 Staffing Services for Registered Nurse Substitutes

| FEE PROPOSAL: |
|---------------|
|---------------|

| 2011-2012 | A. | RATE FOR RN | \$ 50.00 | _ PER HOUR |
|-----------|----|-------------|----------|------------------|
| | В. | RATE FOR RN | \$ | _DAILY (6.5 HRS) |
| 2012-2013 | A. | RATE FOR RN | \$ | _ PER HOUR |
| | В. | RATE FOR RN | \$ | _DAILY (6.5 HRS) |
| 2013-2014 | A. | RATE FOR RN | \$ | _ PER HOUR |
| | В. | RATE FOR RN | \$ | _DAILY (6.5 HRS) |
| 2014-2015 | A. | RATE FOR RN | \$ | PER HOUR |
| | В. | RATE FOR RN | \$ | _DAILY (6.5 HRS) |

Please sign and date this proposal form below:

Christine a Ma Signature of Officer



90 Rocky Point - Yaphank Road Rocky Point, New York 11778

Telephone: (631) 744-1600 Fax: (631) 849-7558

Dr. Michael F. Ring Superintendent of Schools Mr. Greg Hilton School Business Official

April 16, 2012

Mr. Douglas Tripodo, President E.M.I., Inc. 67 Flower Hill Drive Shirley, NY 11967

Re: 2012-2013 Electrical Repairs and Services Contract (Extension)

Dear Mr. Tripodo:

The current 2010-2011 Electrical Repairs and Services contract between E.M.I., Inc. and The Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the 2012-2013 school year at the current rates, terms and conditions, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Business Office at the above address by May 23, 2012.

We look forward to working with you again for another year.

Sincerely,

Greg Hilton School Business Official

AGREEMENT

E.M.I., Inc. agrees to extend the current Electrical Repairs and Services contract, under the same terms and conditions as per Bid #11-10, for the period 7/1/12-6/30/13.

Representative - E.M.I., Inc.

Date L



90 Rocky Point - Yaphank Road Rocky Point, New York 11778

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Michael F. Ring Superintendent of Schools

Mr. Greg Hilton School Business Official

April 16, 2012

Mr. Butch Yamali Dover Gourmet Corp. d/b/a Quick Snack 11 Skyline Drive Plainview, NY 11803

Re: 2012-2013 Commission Vending Units-Ice Cream & Snacks (Extension)

Dear Mr. Yamali:

The current 2011-2012 Commission Vending Units-Ice Cream & Snacks contract between Dover Gourmet Corp. and The Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the 2012-2013 school year at the current rates, terms and conditions, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Business Office at the above address by May 23, 2012.

We look forward to working with you again for another year.

Sincerely,

Greg Hilton

School Business Official

AGREEMENT

Dover Gourmet Corp. d/b/a Quick Snack Vending agrees to extend the current Commission Vending Units-Ice Cream & Snacks contract, under the same terms and conditions as per Bid #12-03, for the period 7/1/12-6/30/13.

Representative - Dover Gourmet Corp. d/b/a Quick Snack Vending

Date 4/16/12

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ROCKY POINT UNION FREE SCHOOL DISTRICT

90 Rocky Point - Yaphank Road Rocky Point, New York 11778

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Michael F. Ring Superintendent of Schools Mr. Greg Hilton School Business Official

April 16, 2012

Mr. Robert McInerney, Vice President United Cesspool Service, Inc. P.O. Box 416 Oakdale, NY 11769

Re: 2012-2013 Cesspool/Drywell/Storm Drain Cleaning Contract (Extension)

Dear Mr. McInerney:

The current 2010-2011 Cesspool/Drywell/Storm Drain Cleaning contract between United Cesspool Service, Inc. and The Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the 2012-2013 school year at the current rates, terms and conditions, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Business Office at the above address by May 23, 2012.

We look forward to working with you again for another year.

Sincerely,

Greg Hilton School Business Official

AGREEMENT

United Cesspool Service, Inc. agrees to extend the current Cesspool/Drywell/Storm Drain Cleaning contract, under the same terms and conditions as per Bid #11-07, for the period 7/1/12-6/30/13.

Representative – United Cesspool Service, Inc.

Date 4.19.12



90 Rocky Point - Yaphank Road Rocky Point, New York 11778

Telephone: (631) 744-1600 Fax: (631) 849-7558

Dr. Michael F. Ring Superintendent of Schools Mr. Greg Hilton School Business Official

April 16, 2012

Mr. Chris DiPaola CD Automotive Enterprises Inc. 50B Rocky Point-Yaphank Road Rocky Point, NY 11778

Re: 2012-2013 Repair of District Vehicles Contract (Extension)

Dear Mr. DiPaola:

The current Repair of District Vehicles contract between CD Automotive Enterprises and The Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the 2012-2013 school year at the current rates, terms and conditions subject to Board of Education approval.

Please sign your acknowledgement below and return to the Business Office at the above address by May 23, 2012.

We look forward to working with you again for another year.

Sincerely,

Greg Hilton School Business Official

AGREEMENT

CD Automotive Enterprises Inc. agrees to extend the current Repair of District Vehicles contract, under the same terms and conditions as per Bid #10-05, for the period 7/1/12-6/30/13.

Representative - CD Automotive Enterprises

Date 4/18/12

7 1/2

ROCKY POINT UNION FREE SCHOOL DISTRICT

90 Rocky Point - Yaphank Road Rocky Point, New York 11778

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Michael F. Ring Superintendent of Schools

Mr. Greg Hilton School Business Official

April 16, 2012

Mr. Charles Susskrnur, President Shoreham Plumbing & Heating Co. 50D Rocky Point-Yaphank Road Rocky Point, NY 11778

Re: 2012-2013 Plumbing Maintenance and Repair Contract (Extension)

Dear Mr.Susskrnur:

The current 2010-2011 Plumbing Maintenance and Repair contract between Shoreham Plumbing & Heating Co. and The Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the 2012-2013 school year at the current rates, terms and conditions, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Business Office at the above address by May 23, 2012.

We look forward to working with you again for another year.

Sincerely,

Greg Hilton School Business Official

AGREEMENT

Shoreham Plumbing & Heating Co. agrees to extend the current Plumbing Maintenance & Repair contract, under the same terms and conditions as per Bid #11-12, for the period 7/1/12-6/30/13.

Representative -Shoreham Plumbing & Heating Co.

Date 4/19/12



"The Educated Way to Purchase"

WWW.BD-DATA.COM

Mr. Greg Hilton Rocky Point UFSD 90 Rocky Point-Yaphank Rd. Rocky Point, NY 11778

Febuary 20, 2012

Dear Board of Education:

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

The licensing and maintenance fee for the 2012-2013 school year will be: \$3,900.00

The licensing fee refers to the use of our copyrighted bid specifications and interactive software. The maintenance fee refers to the supplying of our cooperative bid prices, cross referenced awarded vendor catalogs, updated users and account codes. The above will be utilized in ordering 2013-2014 district school supplies.

Payment Schedule

| Date | L&M | |
|-----------|------------|--|
| 7/1/2012 | \$975.00 | |
| 10/1/2012 | \$975.00 | |
| 1/1/2013 | \$975.00 | |
| 4/1/2013 | \$975.00 | |
| • | \$3 900 00 | |

| • | |
|---|--|
| | |
| | |
| | |

Sincerely,

Alan Wohl

Educational Data Services, Inc.

Long Island School Nutrition Directors Cooperative Bid ANNUAL MEMBER REQUIREMENTS

for participation in the Long Island School Nutrition Cooperative Bid. 2012-13 School Year

- This agreement is to be signed annually by all participating school districts and submitted with BOE resolution on or before September 1.
- Every District must be a member in good standing of the Long Island School Nutrition Directors Association and have a School Lunch Manager or Director operating their program. Membership is \$150.00 per year for the LISNDA.
- Districts participating in the bidding process must remit \$350.00 (200.00 for website, \$150.00 for cooperative advertising) by September 1, to the Cooperative Treasurer, for the bidding program that is used to organize and analyze our bids. This includes attorney fees and advertising fees. (Please remit when invoice is received, do not send prior to July 1, 2012)
- A member from each district must work on at least one bid, to assist the cooperative in meeting its goal of competitive and fair bidding. This requires that members step up and take active roles in organizing, preparing, distributing and analyzing bids, as is necessary.
- There are several **MANDATORY** meetings each year, which must be attended by a representative of the school district. If a district is not represented at these meetings, without prior acceptable notification to the Bid Chair, they will be unable to participate in the bid cycle for that period.
- Districts must provide <u>yearly</u>, <u>by September 1</u>, a Board approved <u>Resolution</u>, granting the district permission to participate in the cooperative and authority for the Coop to recommend bid awards to the Board. This resolution is passed at the reorganization meeting in school districts, however, **you** are responsible for getting it approved and submitted by September 1 of each year, to the Cooperative Secretary. If the resolution is not received, the district will not have access to bid prices for one year.
- Districts must provide the names and addresses of the Food Service Director and the Assistant Superintendent of their district. In addition, they must have **email** or the ability to **access email**, as much correspondence in the coop is done via email. If district's email or address changes, the district must notify the Cooperative Coordinator and Secretary.

- It is the district's responsibility to stay involved with other cooperative members to remain aware of dates, requirements, etc. This includes and is not limited to bid development, item specifications, district needs in terms of volumes, deliveries, etc. All established timelines must be met. If any are not met the district forfeits bid participation for that period.
- It is also the district's responsibility to submit the bids to their board of education for award and approval to conduct business with recommended vendors.

| Assistant Superintendent for Business- Print Name | Signature | Date |
|---|------------------|----------|
| Suzanne Cottingham | suzonne Cottingh | m 5/3/12 |
| Director of E.S. School Lunch Mgr Print Name | Signature | Date |

Revised 05.3.12 np

SCHOOL NAME: Rocky Point Union Free School District

ADDRESS: 90 Rocky Point Yaphank Road Rocky Point, New York 11778

RESOLUTION OF BOARD OF EDUCATION

- WHEREAS, It is the plan of a number of public school districts in Nassau/Suffolk Counties, New York to bid jointly on selected Food Service Commodities, Food and Food Service Supplies for the 2012-13 school year.
- WHEREAS, Rocky Point Union Free School DISTRICT, is desirous of participating with other districts in Nassau/Suffolk Counties in the joint bidding of the commodities mentioned above as authorized by General Municipal Law, Section 119-0 and,
- WHEREAS, Rocky Point Union Free School DISTRICT, wishes to appoint a committee to assume the responsibility for drafting of specification, advertising for bids, accepting and opening bids, reporting the results to the boards of education and making recommendations thereon; therefore,

BE IT RESOLVED, that the BOARD OF EDUCATION of Rocky Point Union Free School

DISTRICT, hereby appoints Long Island School Nutrition Directors Association Cooperative Bid Committee to represent it in all matters related above, and,

- BE IT FURTHER RESOLVED, that <u>Rocky Point Union Free School</u> <u>DISTRICT'S</u> Board of Education authorized the above-mentioned committee to represent it in all matters leading up to the entering into a contract for the purchase of the above-mentioned commodities, and,
- BE IT FURTHER RESOLVED, that <u>Rocky Point Union Free School</u> <u>DISTRICT'S</u> Board of Education agrees to assume its equitable share of the costs of the cooperative bidding, and
- BE IT FURTHER RESOLVED, that Rocky Point Union Free School DISTRICT'S Board of Education agrees (1) to abide by majority decisions of the participating districts on quality standards; (2) that unless all bids are rejected, it will award contracts according to the recommendations of the committee; (3) that after award of contract(s), it will conduct all negotiations directly with the successful bidder(s).

| DATE: | |
|--|--|
| AUTHORIZED | |
| SIGNATURE: | |
| TITLE: (President of the Board of Education) | |

SCHOOL DISTRICT: The Rocky Point UFSD

ROCKY POINT UNION FREE SCHOOL DISTRICT DONATED ITEMS

| DESCRIPTION | LOCATION | APPROX. VALUE |
|--|--------------|---------------|
| Deluxe Spire Feel Good Fan, Model S1788, by Sharper Image Corporation | JAE-Room 102 | \$25.00 |
| | | |
| | | |
| | | |
| | | |

SURPLUS TEXTBOOK DISPOSAL

SCHOOL: Rocky Point High School

DEPARTMENT: Business

ADMINISTRATOR: Melinda Brooks

| Title and Author | ISBN # | Copyright Date | Number to be disposed of | Rationale |
|-----------------------------------|---------------|-------------------|--------------------------|--|
| Law and Business for Personal Use | 0-538-68353-8 | 1999 | 38 | No longer used for any courses running |
| Computer Sciences C++ | 053-67600-0 | 1998 | 32 | Technologically outdated |
| Preparing for Career Success | 0-538-42981-4 | 1997 | 44 | Course is no longer offered |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

ASSISTANT SUPERINTENDENT:

Jetsonon De Ruce DATE: 4/26/12

2012 3410 1 of 4

Community Relations

SUBJECT: CODE OF CONDUCT ON SCHOOL PROPERTY

The District has developed and will amend, as appropriate, a written Code of Conduct for the Maintenance of Order on School Property, including school functions, which shall govern the conduct of students, teachers and other school personnel, as well as visitors and/or vendors. The Board of Education shall further provide for the enforcement of such Code of Conduct.

For purposes of this policy, and the implemented Code of Conduct, school property means in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of the District's elementary or secondary schools, or in or on a school bus; and a school function shall mean a school-sponsored extracurricular event or activity regardless of where such event or activity takes place, including those that take place in another state.

The District Code of Conduct has been developed in collaboration with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel.

The Code of Conduct shall include, at a minimum, the following:

- a) Provisions regarding conduct, dress and language deemed appropriate and acceptable on school property and at school functions, and conduct, dress and language deemed unacceptable and inappropriate on school property; provisions regarding acceptable civil and respectful treatment of teachers, school administrators, other school personnel, students and visitors on school property and at school functions; the appropriate range of disciplinary measures which may be imposed for violation of such Code; and the roles of teachers, administrators, other school personnel, the Board of Education and parents/persons in parental relation to the student;
- b) Provisions prohibiting discrimination and harassment against any student, by employees or students on school property or at a school function, that creates a hostile environment by conduct, with or without physical contact and/or verbal threats, intimidation or abuse, of such a severe nature that:
 - 1. Has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional and/or physical well-being; or
 - 2. Reasonably causes or would reasonably be expected to cause a student to fear for his/her physical safety.

Such conduct shall include, but is not limited to, threats, intimidation, or abuse based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender as defined in Education Law Section 11(6), or sex; provided that nothing in this subdivision shall be construed to prohibit a denial of admission into, or exclusion from, a course of instruction based on a person's gender that would be permissible under Education Law Sections 3201-a or 2854(2) (a) and Title IX of the Education Amendments of 1972 (20 USC Section 1681, et seq.), or to prohibit, as discrimination based on disability, actions that would be permissible under 504 of the Rehabilitation Act of 1973;

c) Standards and procedures to assure security and safety of students and school personnel;

(Continued)

2012 3410 2 of 4

Community Relations

SUBJECT: CODE OF CONDUCT ON SCHOOL PROPERTY (Cont'd.)

- d) Provisions for the removal from the classroom and from school property, including a school function, of students and other persons who violate the Code;
- e) Provisions prescribing the period for which a disruptive student may be removed from the classroom for each incident, provided that no such student shall return to the classroom until the Principal (or his/her designated School District administrator) makes a final determination pursuant to Education Law Section 3214(3-a)(c) or the period of removal expires, whichever is less;
- f) Disciplinary measures to be taken for incidents on school property or at school functions involving the use of tobacco, the possession or use of illegal substances or weapons, the use of physical force, vandalism, violation of another student's civil rights, harassment and threats of violence;
- g) Provisions for responding to acts of discrimination and harassment against students by employees or students on school property or at a school function pursuant to clause (b) of this subparagraph;
- h) Provisions for detention, suspension and removal from the classroom of students, consistent with Education Law Section 3214 and other applicable federal, state and local laws, including provisions for school authorities to establish procedures to ensure the provision of continued educational programming and activities for students removed from the classroom, placed in detention, or suspended from school, which shall include alternative educational programs appropriate to individual student needs;
- i) Procedures by which violations are reported and determined, and the disciplinary measures imposed and carried out;
- j) Provisions ensuring the Code of Conduct and its enforcement are in compliance with state and federal laws relating to students with disabilities;
- Provisions setting forth the procedures by which local law enforcement agencies shall be notified of Code violations which constitute a crime;
- l) Provisions setting forth the circumstances under and procedures by which parents/persons in parental relation to the student shall be notified of Code violations;
- m) Provisions setting forth the circumstances under and procedures by which a complaint in criminal court, a juvenile delinquency petition or person in need of supervision ("PINS") petition as defined in Articles 3 and 7 of the Family Court Act will be filed;
- n) Circumstances under and procedures by which referral to appropriate human service agencies shall be made;
- o) A minimum suspension period for students who repeatedly are substantially disruptive of the educational process or substantially interfere with the teacher's authority over the classroom, provided that the suspending authority may reduce such period on a case-by-case basis to be consistent with any other state and federal law. For purposes of this requirement, as defined in Commissioner's Regulations, "repeatedly is substantially (Continued)

2012

Community Relations

SUBJECT: CODE OF CONDUCT ON SCHOOL PROPERTY (Cont'd.)

- disruptive of the educational process or substantially interferes with the teacher's authority over the classroom" shall mean engaging in conduct which results in the removal of the student from the classroom by teacher(s) pursuant to the provisions of Education Law Section 3214(3-a) and the provisions set forth in the Code of Conduct on four (4) or more occasions during a semester, or three (3) or more occasions during a trimester, as applicable;
- p) A minimum suspension period for acts that would qualify the student to be defined as a violent student pursuant to Education Law Section 3214(2-a)(a). However, the suspending authority may reduce the suspension period on a case-by-case basis consistent with any other state and federal law;
- q) A Bill of Rights and Responsibilities of Students which focuses upon positive student behavior and a safe and supportive school climate, which shall be written in plain-language, and which shall be publicized and explained in an age-appropriate manner to all students on an annual basis; and
- r) Guidelines and programs for in-service education programs for all District staff members to ensure effective implementation of school policy on school conduct and discipline, including but not limited to, guidelines on promoting a safe and supportive school climate while discouraging, among other things, discrimination or harassment against students by students and/or school employees; and including safe and supportive school climate concepts in the curriculum and classroom management.

The District's Code of Conduct has been shall be adopted by the Board of Education only after at least one (1) public hearing that provided for the participation of school personnel, parents/persons in parental relation, students, and any other interested parties. Copies of the Code of Conduct shall be disseminated pursuant to law and Commissioner's Regulations.

The District's Code of Conduct shall be reviewed on an annual basis, and updated as necessary in accordance with law. The District may establish a committee pursuant to Education Law Section 2801(5)(a) to facilitate review of its Code of Conduct and the District's response to Code of Conduct violations. The School Board shall reapprove any updated Code of Conduct or adopt revisions only after at least one (1) public hearing that provides for the participation of school personnel, parents/persons in parental relation, students, and any other interested parties. The District shall file a copy of its Code of Conduct and any amendments with the commissioner, in a manner prescribed by the Commissioner, no later than thirty (30) days after their respective adoptions.

The District shall post the complete Code of Conduct (including all amendments and annual updates of the Code) on the District's Web site. The link to the District's posting will be requested annually by NYSED via the Uniform Violent Incident Reporting System (VADIR) and will serve as the submission to the Commissioner of Education.

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Community Relations

SUBJECT: CODE OF CONDUCT ON SCHOOL PROPERTY (Cont'd.)

The Board of Education shall ensure community awareness of its Code of Conduct by:

- a) Posting the complete Code of Conduct on the Internet website, if any, including any annual updates and other amendments to the Code;
- b) Providing copies of a summary of the Code of Conduct to all students in an age-appropriate version, written in plain language, at a school assembly to be held at the beginning of each school year;
- c) Providing a plain language summary of the Code of Conduct to all parents or persons in parental relation to students before the beginning of each school year and making the summary available thereafter upon request;
- d) Providing each existing teacher with a copy of the complete Code of Conduct and a copy of any amendments to the Code as soon as practicable following initial adoption or amendment of the Code. New teachers shall be provided a complete copy of the current Code upon their employment; and
- e) Making complete copies available for review by students, parents or persons in parental relation to students, other school staff and other community members.

Privacy Rights

As part of any investigation, the District has the right to search all school property and equipment including District computers. Rooms, desks, cabinets, lockers, computers, etc. are provided by the District for the use of staff and students, but the users do not have exclusive use of these locations or equipment and should not expect that materials stored therein will be private.

Education Law Sections 801-a, 2801 and 3214 Family Court Act Articles 3 and 7 Vehicle and Traffic Law Section 142 8 NYCRR Section 100.2(1)(2)

NOTE: Refer also to District Code of Conduct on School Property

Adoption Date 3/29/09 Revision Date 6/18/12 Review Date

NEW REQUIRED POLICY 7/1/2012

SUBJECT: DIGNITY FOR ALL STUDENTS ACT

The Board of Education recognizes that learning environments that are safe and supportive can increase student attendance and improve academic achievement. A student's ability to learn and achieve high academic standards, and a school's ability to educate students, is compromised by incidents of discrimination or harassment, including but not limited to bullying, taunting and intimidation. Therefore, in accordance with the Dignity for All Students Act, Education Law, Article 2, the District will strive to create an environment free of discrimination and harassment and will foster civility in the schools to prevent and prohibit conduct which is inconsistent with the District's educational mission.

The District condemns and prohibits all forms of discrimination and harassment of students based on actual or perceived race, color, weight, national origin, ethnic group, religious practice, disability, sexual orientation, gender, or sex by school employees or students on school property and at school-sponsored activities and events that take place at locations off school property. In addition, any act of discrimination or harassment, outside of school sponsored events, which can reasonably be expected to materially and substantially disrupt the education process may be subject to discipline.

Dignity Act Coordinator

At least one (1) employee at every school shall be designated as the Dignity Act Coordinator(s). The Dignity Act Coordinator(s) will be thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (identity or expression) and sex. The Board of Education shall appoint the Dignity Act Coordinator(s) and share the name(s) and contact information with all school personnel, students, and parents/persons in parental relation.

If a Dignity Act Coordinator vacates his/her position, another school employee shall immediately be designated for an interim appointment as Coordinator, pending approval from the Board of Education, within thirty (30) days of the date the position was vacated. In the event a Coordinator is unable to perform the duties of the position for an extended period of time, another school employee shall immediately be designated for an interim appointment as Coordinator, pending return of the previous Coordinator to the position.

Training

Training will be provided each school year for <u>all</u> District employees in conjunction with existing professional development training to raise staff awareness and sensitivity of harassment and discrimination directed at students that are committed by students or school employees on school property or at a school function. Training will include ways to promote a supportive school environment that is free from discrimination and harassment, emphasize positive relationships, and demonstrate prevention and intervention techniques to assist employees in recognizing and responding to harassment and discrimination, as well as ensuring the safety of the victims.

SUBJECT: DIGNITY FOR ALL STUDENTS ACT (Cont'd.)

Instruction in grades Kindergarten through 12 shall include a component on civility, citizenship and character education. Such component shall instruct students on the principles of honesty, tolerance, personal responsibility, respect for others, observance of laws and rules, courtesy, dignity and other traits which will enhance the quality of their experiences in, and contributions to, the community. For the purposes of this policy, "tolerance," "respect for others" and "dignity" shall include awareness and sensitivity to discrimination or harassment and civility in the relations of people of different races, weights, national origins, ethnic groups, religions, religious practices, mental or physical abilities, sexual orientations, genders and sexes.

Rules against discrimination and harassment will be included in the Code of Conduct, publicized District-wide and disseminated to all staff and parents. An age-appropriate summary shall be distributed to all students at a school assembly at the beginning of each school year.

Reports and Investigations of Discrimination and Harassment

The District will investigate all complaints of harassment and discrimination, either formal or informal, and take prompt corrective measures, as necessary. Complaints will be investigated in accordance with applicable policies and regulations. If, after an appropriate investigation, the District finds that this policy has been violated, corrective action will be taken in accordance with District policies and regulations, the Code of Conduct, and all appropriate federal or state laws.

The District will annually report material incidents of discrimination and harassment to the State Education Department as part of the Uniform Violent and Disruptive Incident Reporting System (VADIR).

Prohibition of Retaliatory Behavior (Commonly Known as "Whistle-Blower" Protection)

Any person who has reasonable cause to suspect that a student has been subjected to discrimination or harassment by an employee or student, on school grounds or at a school function, who acts reasonably and in good faith and reports such information to school officials or law enforcement authorities, shall have immunity from any civil liability that may arise from making such report. The Board prohibits any retaliatory behavior directed at complainants, victims, witnesses and/or any other individuals who participated in the investigation of a complaint of discrimination or harassment.

Education Law Sections 10-18 and 801-a

8 New York Code of Rules and Regulations (NYCRR) Section 100.2(1)(2)

NOTE: Refer also to Policies #1330 -- Appointments and Designations by the Board of Education

#3410 -- Code of Conduct on School Property

#3420 -- Non-Discrimination and Anti-Harassment in the School District

#3430 -- <u>Uniform Violent and Disruptive Incident Reporting System</u> (VADIR)

#7551 -- Sexual Harassment of Students

#7552 -- Bullying in the Schools

#7553 -- Hazing of Students

#8130 -- Equal Educational Opportunities

#8242 -- Civility, Citizenship and Character Education/Interpersonal Violence Prevention Education

Adoption Date Revision Date Review Date

Instruction

POLICY #7552—DIGNITY FOR ALL STUDENTS ACT

SUBJECT: CIVILITY, CITIZENSHIP AND CHARACTER EDUCATION/ INTERPERSONAL VIOLENCE PREVENTION EDUCATION

Civility, Citizenship and Character Education

The Board of Education recognizes that teaching students respect, civility and understanding toward others, as well as the practice and reinforcement of appropriate behavior and values of our society, is an important function of the School System.

The School District wishes to foster an environment where students exhibit behavior that promotes positive educational practices, allows students to grow socially and academically, and encourages healthy dialogue in respectful ways. By presenting teachers and staff as positive role models, the District stresses positive communication and discourages disrespectful treatment. This policy is not intended to deprive and/or restrict any student of his/her right to freedom of expression but, rather, seeks to maintain, to the extent possible and reasonable, a safe, harassment free and educationally conducive environment for our students and staff.

Furthermore, the District shall ensure that the course of instruction in grades K through 12 includes a component on civility, citizenship and character education in accordance with Education Law. Character education is the deliberate effort to help students understand, care about, and act upon core ethical values.

Character education shall instruct students on the principles of:

- a) Honesty,
- b) Tolerance,
- c) Personal responsibility,
- d) Respect for others,
- e) Observance of laws and rules,
- f) Courtesy,
- g) Dignity, and other traits which will enhance the quality of students' experiences in, and contributions to, the community.

As determined by the Board of Regents, and as further enumerated in Commissioner's Regulations, the components of character education shall be incorporated in existing School District curricula as applicable.

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Instruction

SUBJECT: CIVILITY, CITIZENSHIP AND CHARACTER EDUCATION/ INTERPERSONAL VIOLENCE PREVENTION EDUCATION (Cont'd.)

The District encourages the involvement of staff, students, parents and community members in the implementation and reinforcement of character education in the schools.

Education Law Sections 801 and 801 a

Interpersonal Violence Prevention Education

The District will utilize the interpersonal violence prevention education package provided by the State Education Department. These materials will be incorporated as part of the health or other related curricula or programs for students in grades K through 12.

Education Law Section 804(4)

SUBJECT: APPOINTMENTS AND DESIGNATIONS BY THE BOARD OF EDUCATION

Appointments

The Board is authorized to appoint individuals to positions which will facilitate the meeting of its responsibilities to the State, the School System, and the community. These appointments usually take place at the Annual Organizational Meeting.

The following shall be appointed annually:

- a) District Clerk;
- b) District Treasurer;
- c) Deputy Treasurer;
- d) Tax Collector and Deputies;
- e) External (Independent) Auditor;
- f) Treasurer, Extraclassroom Activities Account;
- g) Audit Committee.

The following must be appointed but need not be reappointed annually:

- a) Census Enumerator and assistants if District conducts census;
- b) School Physician(s) and or Chief Medical Officer(s) who may act as Director of School Health Services (District Physician/Nurse Practitioner);
- c) Supervisors of Attendance;
- d) Committee on Special Education and Committee on Preschool Special Education;
- e) Records Access/Management Officer;
- f) Asbestos Hazard Emergency Response Act (AHERA) Local Educational Agency (LEA) designee;
 - g) Title IX/Section 504/ADA Compliance Officer;
 - h) Liaison for Homeless Children and Youth;
 - i) Chemical Hygiene Officer.
 - j) Dignity Act Coordinator [one (1) in each building].

SUBJECT: APPOINTMENTS AND DESIGNATIONS BY THE BOARD OF EDUCATION (Cont'd.)

The following may also be appointed:

- a) School Attorney;
- b) Claims Auditor:
- c) Internal Auditor:
- d) Insurance Advisor:
- e) Deputy Treasurer:
- f) Copyright Officer.

Designations

The following designations shall be made by the Board of Education at the Annual Organizational Meeting in July:

- a) Petty Cash Fund(s);
- b) Official Newspaper(s):
- c) Official Bank Depositories;
- d) Official Bank Signatories;
- e) Purchasing Agent;
- f) Certifier of Payrolls;
- g) Designated Educational Official to receive court notification regarding a student's sentence/adjudication in certain criminal cases and juvenile delinquency proceedings;
- h) School Pesticide Representative;
- i) Reviewing Official, Hearing Official and Verification Official for participation in the federal Child Nutrition Program (the Hearing Official may not be the same person as the Reviewing and/or Verification Official).

SUBJECT: APPOINTMENTS AND DESIGNATIONS BY THE BOARD OF EDUCATION (Cont'd.)

Authorizations

- a) Approval of attendance at conferences, conventions, workshops, and the like;
- b) Superintendent to approve budget transfers within limits prescribed by Commissioner's Regulation Section 170.2 and Board guidelines;
- c) Superintendent to apply for Grants in Aid (State and Federal) as appropriate;
- d) Establish mileage reimbursement rate;
- e) Other(s) as deemed appropriate/necessary.

McKinney-Vento Homeless Education Assistance Act, Section 722, as reauthorized by the No Child Left Behind Act of 2001 Education Law Sections 305(31), 1709 and 2503 29 Code of Federal Regulations (CFR) Section 1910.1450

SUBJECT: DUTIES OF THE DISTRICT CLERK

The District Clerk will be appointed by the Board at its Annual Organizational Meeting and will serve for a period of one (1) year. The Clerk's duties include the following:

- a) Attends all meetings of the Board and keeps a record of its proceedings and records, by name, those in attendance:
- b) Prepares minutes of the meetings of the Board, obtains approval of the minutes by the Board at the next meeting, signs the minutes to signify their official standing and forwards copies of the minutes to each member of the Board of Education:
- c) Sends notices of special meetings to members of the Board; contacts and communicates with members as required;
- d) Sees that the proper legal notices and announcements are published on all specifications and items out on bid, in accordance with state law:
- e) Maintains an up-to-date record of Board policies and bylaws;
- f) Delivers to, and collects from, the President (or Vice President) such papers for signature as may be necessary;
- g) Distributes notices to the public announcing availability of copies of the budget to be presented at the Annual District Meeting in compliance with the requirements of the State Education Law;
- h) Administers oaths of office, as required by Public Officers Law Section 10;
- i) Gives written notice of appointment to persons appointed as inspectors of election;
- j) Calls all meetings to order in the absence of the President and Vice President;
- k) Assumes other duties customary to the office or as directed by the Board of Education or the Superintendent of Schools as delegate designee of the Board of Education.

The above duties of the District Clerk are not intended to be complete but should serve as a comprehensive guide in undertaking the duties of this office. The District Clerk shall perform such other duties as may be assigned from time to time by the Board.

Education Law Section 2121 Public Officers Law Section 104

SUBJECT: DUTIES OF THE SCHOOL DISTRICT TREASURER

The Treasurer is appointed by the Board of Education at the Annual Organizational Meeting and will be covered by a blanket bond. In addition to the routine duties of accounting, filing, posting and preparing reports and statements concerning District finances, the District Treasurer shall perform other specific tasks as follows:

- Acts as custodian of all moneys belonging to the School District and lawfully deposits these moneys in the depositories designated by the Board;
- b) Pays all authorized obligations of the District as directed, including payments of bond principal and interest;
- c) Maintains proper records and files of all checks, and approved payment of bills and salaries;
- d) Makes all such entries and posts all such financial ledgers, records and reports, including bond and note registers, as may be properly required to afford the District an acceptable and comprehensive financial accounting of the use of its moneys and financial transactions;
- e) Signs all checks drawn on District fund accounts provided that the District's Claims Auditor has attested to the authority to issue the check based upon proper evidence of a charge against the District's funds;
- f) Assumes other duties customary to the office and as directed by the Board of Education or the Superintendent of Schools as delegate designee of the Board of Education.

Education Law Sections 2122, 2130 and 2523

Bond:

Education Law Section 2130, Part 5 8 New York Code of Rules and Regulations (NYCRR) Sections 170.2(g), 170.2(o) and 170.2(p) Local Finance Law Sections 163 and 165

SUBJECT: DUTIES OF THE TAX COLLECTOR

The Tax Collector is appointed annually by the Board of Education and shall be covered by a bond. It shall be the responsibility of the District Tax Collector to perform the following duties where required:

- a) Prepares and mails tax notices:
- b) Uses suitable printed tax receipt forms as prescribed by the State Tax Commission:
- c) Collects taxes in the amount of the warrant, upon the issuance of the tax warrant by the Board of Education and penalty fees in accordance with the terms of such warrant:
- d) Turns over daily to the School District Treasurer all money collected by virtue of any tax list and warrant issued:
- e) Submits a report, certified by him/her to the Board of Education, showing the amount of taxes and fees collected along with the unpaid listing. The combination of taxes collected and uncollected shall equal the amount of the warrant;
- f) Turns over to the County Treasurer, prior to November 15, a list of unpaid taxes;
- g) Carries out such other duties of the position as prescribed in Education Law, Real Property Tax Law, or as established by the Regulations of the Commissioner of Education.

In the event that tax collection is performed for the District by the government of the township(s) that encompass the taxing authority of the Board, the duties of the Tax Collector shall be limited to those responsibilities responsibilities necessary to validate the tax levy and the collection thereof.

Education Law Sections 2126, 2130 and 2506 Real Property Tax Law Sections 922, 924, 1322, 1330 and 1338 8 New York Code of Rules and Regulations (NYCRR) Section 170.2

SUBJECT: APPOINTMENT AND DUTIES OF THE CLAIMS AUDITOR

The Board may adopt a resolution establishing the appointment of a Claims Auditor who shall hold the position subject to the pleasure of the Board and report <u>directly</u> to the Board on the results of audits of claims. The Board may require that the Claims Auditor report to the Clerk of the District or the Board, or to the Superintendent for administrative matters such as workspace, time and attendance.

Qualifications

The Claims Auditor must have the necessary knowledge and skills to effectively audit claims including experience with purchasing, bidding and claims. The Claims Auditor must be bonded prior to assuming his/her duties.

No person shall be eligible for appointment to the office of Claims Auditor who shall be:

- a) A member of the Board;
- b) The Clerk or Treasurer of the Board;
- c) The Superintendent or official of the District responsible for business management;
- d) The Purchasing Agent:
- e) Clerical or professional personnel directly involved in accounting and purchasing functions of the District or under the direct supervision of the Superintendent;
- f) The individual or entity responsible for the internal audit function (the Internal Auditor);
- g) The External (Independent) Auditor responsible for the external audit of the financial statements:
- h) A close or immediate family member of an employee, officer, or contractor providing services to the District. A "close family member" is defined as a parent, sibling or nondependent child; an "immediate family member" is a spouse, spouse equivalent, or dependent (whether or not related).

The Claims Auditor is <u>not</u> required to be a resident of the District and, <u>if an employee of the District</u>, shall be classified in the civil service exempt class.

The Board may delegate this claims audit function by using inter-municipal cooperative agreements, shared services through a Board of Cooperative Educational Services, or independent contractors, providing that the individual or organization serving as independent contractor meets the following standards for independence between the Claims Auditor and the District:

SUBJECT: APPOINTMENT AND DUTIES OF THE CLAIMS AUDITOR (Cont'd.)

- a) Has no other responsibilities related to the business operations of the School District;
- b) Has no interest in any other contracts with, and does not provide any goods or services to, the School District; and
- c) Is not a close or immediate family member of anyone who has responsibilities related to business operations of the School District, or has an interest in any other contracts with the District. A "close family member" is defined as a parent, sibling or nondependent child; an "immediate family member" is a spouse, spouse equivalent, or dependent (whether or not related).

Valid claims against the District shall be paid by the Treasurer only upon the approval of the Claims Auditor. The Claims Auditor shall certify that each claim listed on the warrant was audited and payment was authorized. He/she shall:

- a) Examine all claim forms with respect to the availability of funds within the appropriate codes and adequacy of evidence to support the District's expenditure;
- b) Meet such other requirements as may be established by the Regulations of the Commissioner of Education and/or the Comptroller of the State of New York.

Education Law Sections 1604(35), 1709(20-a), 2526 and 2554(2-a) 8 New York Code of Rules and Regulations (NYCRR) Section 170.12(c)

NO CHANGES TO THIS POLICY

SUBJECT: DUTIES OF THE SCHOOL ATTORNEY

The Board of Education shall employ a school attorney who shall be responsible to the Board of Education for guidance on all affairs which are of a legal nature, including, but not limited to:

- Negotiation of all legal charges and processes for each bond issue and construction and/or reconstruction of new buildings;
- b) Legal counsel on matters referred to him/her to determine legality of procedure;
- c) Matters related to "due process" hearings or procedures.

SUBJECT: DUTIES OF THE SCHOOL PHYSICIAN/NURSE PRACTITIONER

The school physician(s)/nurse practitioner(s) shall be appointed by the Board of Education. The duties of the school physician(s)/nurse practitioner(s) shall include, but are not limited to, the following:

- a) Performs professional medical services in the examination and care of school children;
- b) Performs routine examinations of school children to detect the presence of contagious diseases and physical defects;
- c) Serves as an on call member on of the Committee on Special Education;
- d) Reports to the Board on school health services;
- e) Coordinates scheduling for physical examinations to all students participating in interscholastic athletics;
- Develops the program of health service in accordance with policies approved by the Board and as directed by the Superintendent of Schools;
- g) Conducts physical exams for all bus drivers and substitutes prior to employment by the District, and annually thereafter;
- h) Conducts physical exams for all new employees (instructional and non-instructional) as requested by the District:
- i) Conducts a medical evaluation on any employee at the request of the Board of Education.

Education Law Sections 902, 913 and 6902

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No Changes to this Policy

SUBJECT: DUTIES OF THE INTERNAL AUDITOR

The Internal Auditor reports directly to the Board of Education.

The District may use its employees, inter-municipal cooperative agreements, shared services to the extent authorized by Education Law Section 1950, or independent contractors as the person/entity serving as Internal Auditor. The person or entity serving as Internal Auditor must follow generally accepted auditing standards, be independent of District business operations, and have the requisite knowledge and skills to complete the work.

The Internal Auditor is responsible for performing the internal audit function for the Board of Education which includes at a minimum:

- a) Development of a risk assessment of District operations, including but not limited to, a review of financial policies, procedures and practices;
- b) An annual review and update of such risk assessment;
- Annual testing and evaluation of one or more areas of the District's internal controls, taking into account risk, control weakness, size, and complexity of operations;
- d) Preparation of reports, at least annually or more frequently as the Board may direct, which:
 - 1. Analyze significant risk assessment findings;
 - 2. Recommend changes for strengthening controls and reducing identified risks; and
 - 3. Specify timeframes for implementation of such recommendations.

Education Law Sections 1950, 2116-b and 2116-c 8 New York Code of Rules and Regulations (NYCRR) Section 170.12(d)

NOTE: Refer also to Policy #5573 -- Internal Audit Function

SUBJECT: REGULAR BOARD MEETINGS AND RULES (QUORUM AND PARLIAMENTARY PROCEDURE)

All Board of Education meetings must be open to the public except those portions of the meetings which qualify as executive sessions. A "meeting" is defined as an official convening of a public body for the purpose of conducting public business and a "public body" is defined as an entity of two (2) or more persons which requires a quorum to conduct public business, including committees and subcommittees.

Whenever such a meeting is to take place, there must be at least seventy-two (72) hours advance notice in accordance with the provisions of the Open Meetings Law. Notice of other meetings shall be given as soon as is practicable in accordance with law.

If videoconferencing is used to conduct a meeting, the public notice for the meeting shall inform the public that videoconferencing will be used, identify the locations for the meeting, and state that the public has the right to attend the meeting at any of the locations.

Regular meetings of the Board of Education of Rocky Point Union Free School District shall take place on the day and time designated by the Board at the Annual Organizational Meeting, except as modified at subsequent meetings of the Board.

It is the responsibility of the Superintendent to prepare the agenda and review it with the Board President for each meeting of the Board. The agenda for each meeting shall be prepared during the week prior to the meeting. The agenda shall be distributed to Board members no later than the Friday before such regular meeting. Whenever the President or other members of the Board wish to bring a matter to the attention of the Board, such request should be made to the Superintendent so that the same can be placed on the agenda. Whenever individuals or groups wish to bring a matter to the attention of the Board, such request shall be addressed in writing to the Superintendent. The Superintendent shall present such matter to the Board.

The District Clerk shall notify the members of the Board of Education in advance of each regular meeting. Such notice, in writing, shall include an agenda and the time of the meeting.

In the event that a meeting date falls on a legal holiday, interferes with other area meetings, or there is an inability to attend the meeting by Board members to the extent that a quorum would not be present, the Board shall select a date for a postponed meeting at the previous regular meeting, and shall direct the Clerk to notify all members.

Any meeting of the Board may be adjourned to a given future date and hour if voted by a majority of the Board present.

The Superintendent and members of his/her staff at the Superintendent's discretion shall attend all meetings of the Board. The Superintendent shall attend all executive session meetings of the Board except those that concern his/her evaluation, employment status, and salary determination. The Board may request the attendance of such additional persons as it desires.

SUBJECT: REGULAR BOARD MEETINGS AND RULES (QUORUM AND PARLIAMENTARY PROCEDURE) (Cont'd.)

Public Expression at Meetings

Public expression at such meetings shall be encouraged and a specific portion of the agenda shall provide for this privilege of the floor. At its discretion, the Board may invite visitors to its meetings to participate in the Board's discussion of matters on the agenda.

The Board of Education reserves the right to enter into executive session as specified in Policy #1540 -- Executive Sessions.

Quorum

The quorum for any meeting of the Board shall be three (3) members. No formal action shall be taken at any meeting at which a quorum is not present. When only a quorum exists, the Board shall act by unanimous vote unless otherwise required by the laws of the State of New York.

Use of Parliamentary Procedure

The business of the Board of Education shall be conducted in accordance with the authoritative principles of parliamentary procedure as found in the latest edition of Robert's Rules of Order.

Recording of Meetings

The Board recognizes that advances in technology allow public meetings to be photographed, broadcast, webcast and/or otherwise recorded, by means of audio or video, in a non-disruptive manner and supports the use of such technology to facilitate the open communication of public business. To that end, the Board may adopt rules addressing the location of the equipment and/or personnel used to photograph, broadcast, webcast and/or record such meetings to assure that its proceedings are conducted in an orderly manner. Such rules shall be conspicuously posted during meetings and written copies provided, upon request, to meeting attendees.

Education Law Sections 1708 and 2504 Public Officers Law Article 7 General Construction Law Section 41

NOTE: Refer also to Policies #1520 -- Special Meetings of the Board of Education

#1540 -- Executive Sessions

#5410 -- Purchasing

#6217 -- Employment of Relatives of Board of Education Members

#8340 -- Textbooks/Workbooks/Calculators/Instructional Computer

Hardware

Personnel

SUBJECT: HEALTH EXAMINATIONS

All staff initially appointed to probationary positions are required to obtain a physical examination. When such examination is made by the school physician/nurse practitioner the cost of such examination shall be borne by the District. A staff member, however, may elect to have a health examination at his/her own expense by a physician of his/her own choice.

The Board reserves the right to request a health examination at any time during employment, at School District expense, in order to determine whether any employee can perform the essential functions of the position with or without reasonable accommodation.

Annual or more frequent examinations of any employee may be required, when, in the judgment of the school physician/nurse practitioner and the Superintendent, such procedure is deemed necessary.

Each vendor/contract bus company shall ensure that its bus drivers and substitute bus drivers shall have yearly physical examinations. Each bus driver initially employed by the vendor/contract bus company shall have a physical examination within the four (4) weeks prior to the beginning of service. In no case shall the interval between physical examinations exceed a thirteen-month period.

The final acceptance or rejection of a medical report with reference to the health of an employee lies within the discretion of the Board. The decision of the physician designated by the Board as the determining physician shall take precedence over all other medical advice.

All medical and health related information will be kept in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 45 Code of Federal Regulations (CFR) Parts 160 and 164 Education Law Sections 913 and 3624 8 New York Code of Rules and Regulations (NYCRR) Section 156.3(2) 10 New York Code of Rules and Regulations (NYCRR) Part 14 15 New York Code of Rules and Regulations (NYCRR) Part 6

No changes are needed on this BOE policy, 11-22-11

SUBJECT: SCHOOL HEALTH SERVICES

All districts must provide and maintain a continuous program of health services which includes, but is not limited to:

- a) Providing medical examinations, dental inspection and/or screening, scoliosis screening, vision screening and audiometer tests, designed to determine the health status of the student;
- b) Informing parents or other persons in parental relation to the student, pupils and teachers of the individual student's health condition subject to federal and state confidentiality laws. The District will provide this notice in writing if the District becomes aware that the student has defective sight or hearing or a physical disability, including sickle cell anemia, or other condition which may require professional attention with regard to health;
- c) Where the exigencies warrant (where the parents/persons in parental relation are unable or unwilling to provide the necessary relief and treatment), providing relief in situations where the student would otherwise be deprived of the full benefit of education through inability to follow the instruction offered;
- d) Guiding parents, students and teachers in procedures for preventing and correcting defects and diseases and for the general improvement of the health of students;
- e) Instructing school personnel in procedures to take in case of accident or illness;
- Maintaining a program of education to inform school personnel, parents, non-school health agencies, welfare agencies and the general public regarding school health conditions, services and factors relating to the health of students;
- g) Providing inspections and supervision of the health and safety aspects of the school plant;
- Providing health examinations before participation in strenuous physical activity and periodically throughout the season as necessary;
- i) Providing health examinations necessary for the issuance of employment certificates, vacation work permits, newspaper carrier certificates and street trades badges; and
- j) Surveying and making necessary recommendations concerning the health and safety aspects of school facilities and the provision of health information.

Education Law Article 19 8 New York Code of Rules and Regulations (NYCRR) Part 136

No changes are needed on this BOE policy

| No changes are needed on this BOE policy | |
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SUBJECT: IMMUNIZATION OF STUDENTS

Every child entering or attending a District school must present proof of immunization in accordance with Public Health Law Section 2164 unless:

- a) A New York State licensed physician certifies that such immunization may be detrimental to the child's health; or
- b) The student's parent, parents, or persons in parental relation hold genuine and sincere religious beliefs which are contrary to the requirement. In such cases, the Building Principal will make a case-by-case determination whether a parent/guardian is entitled to invoke this religious exemption from required immunizations after receiving a written and signed statement from the parent(s) or persons in parental relation to such child.

Except for the above two exemptions, the District may not permit a student lacking evidence of immunization to remain in school for more than fourteen (14) days, or more than thirty (30) days for an out-of-state or out-of-country transferee who can show a good faith effort to get the necessary certification or other evidence of immunization.

The administration will notify the local health authority of the name and address of excluded students and provide the parent/person in parental relation a statement of his/her duty regarding immunization as well as a consent form prescribed by the Commissioner of Health. The school shall cooperate with the local health authorities to provide a time and place for the immunization of these students.

Parents, guardians or other persons in parental relation may appeal to the Commissioner of Education if their child is denied school entrance or attendance for failing to meet health immunization standards.

The District will provide an annual summary of compliance with immunization requirements to the Commissioner of Health.

For advice on a specialized immunization questions, contact the regional New York State Department of Health (NYSDOH) office directly. A complete listing of regional offices can be found on the following website:

http://ww.health.state.ny.us/prevention/immunization/handbook/section 9 appendices/appendix 1 regional field offices.htm

Education Law Sections 310 and 914
Public Health Law Section 2164
8 New York Code of Rules and Regulations (NYCRR) Part 136
10 New York Code of Rules and Regulations (NYCRR) Subpart 66-1

NOTE: Refer also to Policy #7131 -- Education of Homeless Children and Youth

No change to this policy

Adoption Date 3/23/09 Revision Date Review Date 5/15/12

SUBJECT: STUDENT PHYSICALS

Health Examination

Each student enrolled in District schools must have a satisfactory health examination conducted by the student's physician, physician assistant or nurse practitioner within twelve (12) months prior to the commencement of the school year of:

- a) The student's entrance in a District school at any grade level;
- b) Entrance to pre-kindergarten or kindergarten:
- c) Entry into the 2nd, 4th, 7th and 10th grades.

The District may also require an examination and health history of a student when it is determined by the District that it would promote the educational interests of the student.

In addition, the District requires a certificate of physical fitness for:

- a) All athletes prior to their first sport of the school year, then only those who were injured or ill during their first sport before participating in a second sport during the school year; and
- b) All students who need work permits.

Health Certificate

Each student must submit a health certificate attesting to the health examination within thirty (30) days after his or her entrance into school and within thirty (30) days after his or her entry into the 2nd, 4th, 7th and 10th grades. The health certificate shall be filed in the student's cumulative record. The health certificate must:

- a) Describe the condition of the student when the examination was given:
- b) State the results of any test conducted on the student for sickle cell anemia;
- c) State whether the student is in a fit condition of health to permit his/her attendance at public school and, where applicable, whether the student has defective sight or hearing, or any other physical disability which may tend to prevent the student from receiving the full benefit of school work or from receiving the best educational results, or which may require a modification of such work to prevent injury to the student;
- d) Include a calculation of the student's body mass index (BMI) and weight status category. BMI is computed as the weight in kilograms divided by the square of height in meters or the weight in pounds divided by the square of height in inches multiplied by a conversion

SUBJECT: STUDENT PHYSICALS (Cont'd.)

factor of 703. Weight status categories for children and adolescents shall be defined by the Commissioner of Health. BMI collection and reporting is voluntary for 2007-2008 becoming effective September 2008.

e) Be signed by a duly licensed physician, physician assistant, or nurse practitioner, who is authorized by law to practice in New York State consistent with any applicable written practice agreement; or authorized to practice in the jurisdiction in which the examination was given, provided that the Commissioner of Health has determined that such jurisdiction has standards of licensure and practice comparable to those of New York.

Dental Certificate

The dental certificate law became effective on September 1, 2008. This law applies to new entrants in PreK, K, Grades 2, 4, 7 and 10. In accordance with this law, a notice of request for a dental health certificate shall be distributed at the same time that the parent/person in parental relation is notified of health examination requirements, such certificate to be furnished at the same time the health certificate is required. At this time, students will be permitted to attend school regardless of whether or not they have a dental certificate.

The dental certificate shall be signed by a duly licensed dentist authorized by law to practice in New York State or one who is authorized to practice in the jurisdiction in which the examination was performed, provided that the Commissioner has determined that the jurisdiction has standards of licensure and practice comparable to New York State. The certificate shall describe the dental health condition of the student upon examination, which shall not be more than twelve (12) months prior to the commencement of the school year in which the examination is requested, and shall state whether the student is in fit condition of dental health to permit his/her attendance at the public schools.

Requests are not to be retroactive (i.e., any physical requested prior to September 1, 2008 does not need to have an additional notice sent requesting the dental certificate). Requests are not required when the student or parent/person in parental relation objects on the grounds of conflict with their genuine and sincere religious beliefs. Within thirty (30) days following the student's entrance in the school or grade, the certificate, if obtained, shall be filed in the student's cumulative health record.

Examination by Health Appraisal

The Principal or the Principal's designee will send a notice to the parents of, or person in parental relationship to, any student who does not present a health certificate, that if the required health certificate is not furnished within thirty (30) days from the date of such notice, an examination by health appraisal will be made of such student by the School Physician, serving as the Director of School Health Services.

SUBJECT: STUDENT PHYSICALS (Cont'd.)

The School Physician shall cause such students to be separately and carefully examined and tested to ascertain whether any such student has defective sight or hearing, or any other physical disability which may tend to prevent the student from receiving the full benefit of school work or from receiving the best educational results, or which may require a modification of such work to prevent injury to the student.

The physician administering such examination shall determine whether a one-time test for sickle cell anemia is necessary or desirable and, if so determined, shall conduct such test and include the results in the health certificate.

Unless otherwise prohibited by law, if it is ascertained that any students have defective sight or hearing, or a physical disability or other condition, including sickle cell anemia which may require professional attention with regard to health, the Principal or Principal's designee shall notify, in writing, the student's parents or persons in parental relation as to the existence of such disability. If the parents or persons in parental relation are unable or unwilling to provide the necessary relief and treatment for such students, such fact shall be reported by the Principal or Principal's designee to the School Physician, who then has the duty to provide relief for such students.

Health Screenings

The District will provide:

- a) Scoliosis screening at least once each school year for all students in grades 5 through 9. The positive results of any such screening examinations for the presence of scoliosis shall be provided in writing to the student's parent or person in parental relation within ninety (90) days after such finding;
- b) Vision screening to all students who enroll in school including at a minimum color perception, distance acuity, near vision and hyperopia within six (6) months of admission to the school. In addition, all students shall be screened for distance acuity in grades Kindergarten, 1, 2, 3, 5, 7 and 10 and at any other time deemed necessary. The results of all such vision screening examinations shall be in provided in writing to the student's parent or person in parental relation and to any teacher of the student. The vision report will be kept in a permanent file of the school for at least as long as the minimum retention period for such records;
- c) Hearing screening to all students within six months of admission to the school and in grades Kindergarten, 1, 3, 5, 7 and 10, as well as at any other time deemed necessary. Screening shall include, but not be limited to, pure tone and threshold air conduction screening. The results of any such hearing tests shall be provided in writing to the student's parent or person in parental relation and to any teacher of the student.

SUBJECT: STUDENT PHYSICALS (Cont'd.)

The results of all health screenings (dental, hearing, vision and scoliosis) shall be recorded on appropriate forms signed by the health professional making the examination, include appropriate recommendations, and be kept on file in the school. The health records of individual students will be kept confidential in accordance with the federal Family Educational Rights and Privacy Act (FERPA) and any other applicable federal and State laws.

Accommodation for Religious Beliefs

No health examinations, health history, examinations for health appraisal, screening examinations for sickle cell anemia and/or other health screenings shall be required where a student or the parent or person in parental relation to such student objects thereto on the grounds that such examinations, health history and/or screenings conflict with their genuine and sincere religious beliefs. A written and signed statement from the student or the student's parent or person in parental relation that such person holds such beliefs shall be submitted to the Principal or Principal's designee, in which case the Principal or Principal's designee may require supporting documents.

Family Educational Rights and Privacy Act of 1974 (FERPA) 20 United States Code (USC) Section 1232(g) Education Law Sections 901-905, 912 and 3217 8 New York Code of Rules and Regulations (NYCRR) Part 136

NOTE: Refer also to Policies #5690 -- Exposure Control Program

#5691 -- Communicable Diseases

#5692 -- Human Immunodeficiency Virus (HIV) Related Illnesses

#7121 -- Diagnostic Screening of Students

#7131 -- Education of Homeless Children and Youth

#7511 -- Immunization of Students

No changes to this policy

SUBJECT: ADMINISTRATION OF MEDICATION

Under certain circumstances, when it is necessary for a student to take medication (prescription and non-prescription) during school hours, the school's registered professional nurse may administer the medication if the parent or person in parental relation submits a written request accompanied by a written request from a physician indicating the frequency and dosage of prescribed medication. The parent or person in parental relation must assume responsibility to have the medication delivered directly to the Health Office in a properly labeled original container.

All medication orders (prescription and non-prescription) must be reviewed annually or when there is a change in dosage.

Procedures for receipt, storage and disposal of medications as well as procedures for taking medications off school grounds or after school hours while participating in a school-sponsored activity will be in accordance with State Education Department Guidelines.

If a medication regimen is changed or discontinued, or there is medication left at the end of the school year, the medication must be returned to the parent or be properly disposed. Parents shall be notified of these options including instructions for picking up medications should that be their choice.

Emergency Medication

The administration of emergency medication (injectable, including "epi-pens," and/or oral) to a student for extreme hypersensitivity may be performed by a school staff member responding to an emergency situation when such use has been prescribed by a licensed prescriber. However, a registered professional nurse/nurse practitioner/physician/physician's assistant <u>must</u> have trained the staff member to administer the emergency medication for that particular emergency situation (e.g., "epi-pen") and given him/her approval to assist the student in the event of an emergency anaphylactic reaction. Such a response would fall under the Good Samaritan exemption for rendering emergency care during a life threatening situation.

Use of Inhalers in Schools

In accordance with law, the School District must permit students who have been diagnosed by a physician or other duly authorized health care provider as having a severe asthmatic condition to carry and use a prescribed inhaler during the school day. Prior to permitting such use, the School Health Office must receive the written permission of the prescribing physician or other duly authorized health care provider, and parental consent, based on such physician's or provider's determination that the student is subject to sudden asthmatic attacks severe enough to debilitate that student. In addition, upon the written request of a parent or person in parental relation, the Board shall allow such pupils to maintain an extra inhaler in the care and custody of the school's registered professional nurse.

A record of such physician or health care provider/parental permission shall be maintained in the School Health Office.

SUBJECT: ADMINISTRATION OF MEDICATION (Cont'd.)

Health Office personnel will maintain regular parental contact in order to monitor the effectiveness of such self-medication procedures and to clarify parental responsibility as to the daily monitoring of their child to ensure that the medication is being utilized in accordance with the physician's or provider's instructions. Additionally, the student will be required to report to the Health Office on a periodic basis as determined by Health Office personnel so as to maintain an ongoing evaluation of the student's management of such self-medication techniques, and to work cooperatively with the parents and the student regarding such self-care management.

Students who self-administer medication without proper authorization, under any circumstances, will be referred for counseling by school nursing personnel. Additionally, school administration and parents will be notified of such unauthorized use of medication by the student, and school administration may also be involved in determining the proper resolution of such student behavior.

Alcohol-Based Hand Sanitizers

Alcohol-based hand sanitizers are considered over-the-counter (OTC) drugs by the United States Food and Drug Administration. However, due the fact that careful hand-washing and sanitation is the most effective way to control the recent spread of Methicillin-Resistant Staphylococcus Aureus (MRSA) in schools, the New York State Education Department (NYSED) has allowed a medical exemption to the requirements for OTC preparations in the school setting to permit the use of alcohol-based hand sanitizers.

The School Medical Director may approve and permit the use of alcohol-based hand sanitizers in the District's schools without a physician's order. Parents may provide written notification to the school in the event that they do not wish to have their child use this product.

It should be noted that hand sanitizers which contain alcohol are flammable and shall not be placed in hallways or near an open flame or source of sparks.

Blood Glucose Monitoring

Children with diabetes have the right to care for their diabetes at school in accordance with the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973 which provide protection against discrimination for children with disabilities, including diabetes.

Accordingly, blood glucose monitoring must be allowed in the school setting at any time, within any place, and by anyone necessitating such testing. Children must receive assistance if needed with the procedure.

The school nurse shall oversee any arrangements that need to be made for testing and a system to report the results to the nurse as needed. Proper arrangements should be made for the disposal of sharps.

SUBJECT: ADMINISTRATION OF MEDICATION (Cont'd.)

Individuals with Disabilities Education Improvement Act of 2004, Public Law 108-446 Section 614(a)

Individuals with Disabilities Education Act (IDEA), 20 United States Code (USC) Sections 1400 et seq. Section 504 of the Rehabilitation Act of 1973, 29 United States Code (USC) Section 794 et seq. Education Law Sections 902(b), 916, 6527(4)(a) and 6908(1)(a)(iv)

Public Health Law Section 3000-a

NOTE: Refer also to Policies #7521 -- <u>Students with Life Threatening Allergies</u> #8460 -- <u>Field Trips</u>

No changes to this policy

SUBJECT: HEALTH RECORDS

The school shall keep a convenient, accurate, and up-to-date health record of every student. Insofar as the health records include confidential disclosures or findings, they shall be kept confidential.

The Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the privacy interests of students. For Pre-K through grade 12 students, health records maintained by the School District, including immunization records and school nurse records, generally are considered "education records" and subject to FERPA because they are:

- a) Directly related to the student:
- b) Maintained by an education agency or institution, or a party acting for the agency or institution; and
- c) Not excluded from the definition of education records as treatment or sole-possession records, or on some other basis.

Health records and immunization records that are considered "education records" under FERPA are not subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy requirements. In addition, school nurse or other health records maintained on students receiving services under the Individuals with Disabilities Act (IDEA) are considered "education records" and also subject to that Act's confidentiality provisions. Consequently, these records are subject to FERPA and not the HIPAA Privacy Rule.

Individual records may be interpreted by the school's registered professional nurse to administrators, teachers, and counselors, consistent with law.

Education Law Sections 902(b) and 905 8 New York Code of Rules and Regulations (NYCRR) Part 136 34 Code of Federal Regulation (CFR) Section 99

No changes to this policy

SUBJECT: GRADUATION REQUIREMENTS/EARLY GRADUATION/ACCELERATED PROGRAMS

In order to graduate from Rocky Point Union Free School District, a student must complete or may exceed the requirements set forth in Part 100 of the Commissioner's Regulations. The Board of Education reserves the right to establish requirements for graduation which exceed the minimum standards as defined by the New York State Regents. All students must be in compliance with Commissioner's Regulations for graduation in achieving a minimum of a Regents diploma unless otherwise indicated.

Regents Diploma with Honors

The District may award a Regents diploma with honors to students who receive an average of ninety percent (90%) in all Regents examinations required for the honors diploma. These exams include mathematics, science, US History, government and global history, and geography. This "honors" diploma may also be given to a student who has substituted no more than two (2) alternative assessments for a Regents examination as approved by Commissioner's Regulations Section 100.2(f). However, the student's actual score on the substituted alternative assessment will not be factored into the ninety percent (90%) calculation.

Regents Diplomas with Advanced Designation with Honors

The District may award a Regents diploma with advanced designation with honors. A student needs to have an average score of ninety percent (90%) on all Regents examinations required for the advanced diploma. These Regents examinations are: ELA, two (or three) mathematics, two sciences (one in physical science/the other in life science), US History and Government, Global History and Geography and languages other than English (LOTE).

Early Graduation

Upon request from the student's parent/guardian, a student shall be eligible for early graduation in fewer than eight (8) semesters upon completion of all requirements for graduation, excluding physical education, as mandated by Commissioner's Regulations. A student shall not be required to continue enrollment for the sole purpose of completing physical education requirements.

Accelerated Programs

Eighth Grade Acceleration for Diploma Credits

Individual eighth grade students <u>only</u> may be afforded the opportunity to take high school courses in mathematics and in at least one (1) of the following areas: English, social studies, languages other than English, art, music, career and technical education subjects, or science courses. The Superintendent or his/her designee is responsible for determining that an eighth grade student is eligible to take high school courses. The District shall utilize a set of criteria to determine each

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Students

SUBJECT: GRADUATION REQUIREMENTS/EARLY GRADUATION/ACCELERATED PROGRAMS (Cont'd.)

student's readiness for acceleration. Students who are accelerated for diploma credit mush have been provided instruction designed to facilitate their attainment of, by the end of Grade 7, the State intermediate learning standards in each subject area in which they are accelerated.

Advanced Placement Programs (AP)

Advanced Placement (AP) examinations are administered by the College Board with strict guidelines as to its implementation. A national, standardized, arduous examination is administered by the College Board in May of each year for a great variety of courses in various subject areas. In addition to entering a universe of knowledge that might otherwise remain unexplored in high school, Advance Placement examinations afford students the opportunity to earn credit or advanced standing in most of the nation's colleges and universities. The District shall utilize a set of criteria to determine a student's readiness for enrollment in the Advance Placement classes.

Online Coursework

Section 100.5(d) of NYCRR amends the Commissioner's Regulations to allow school districts and BOCES to offer students the ability to complete general education and diploma requirements for a specific subject through online instruction or blended coursework that combines online and classroom-based instruction.

To receive credit students shall successfully complete an online or blended course and demonstrate mastery of the learning outcomes for the subject by passing an appropriate assessment in the subject area.

8 New York Code of Rules and Regulations (NYCRR) Sections 100.1(i),100.2(f) and 100.5

No changes to this policy ~ January 12, 2010

SUBJECT: STUDENTS PRESUMED TO HAVE A DISABILITY FOR DISCIPLINE PURPOSES

The parent of a student who has violated any rule or code of conduct of the School District and who was not identified as a student with a disability at the time of such behavior may assert several protections provided for under the Individuals with Disabilities Education Act (IDEA) and State regulations if the School District is deemed to have had knowledge (as determined in accordance with law and/or regulations and referenced below) that the student was a student with a disability before the behavior that precipitated the disciplinary action occurred.

Basis of Knowledge

The School District shall be deemed to have knowledge that the student had a disability if prior to the time the behavior occurred:

- a) The parent of the student has expressed concern in writing to supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education and related services. However, expressions of concern may be oral if the parent does not know how to write or has a disability that prevents a written statement;
- b) The parent of the student has requested an evaluation of the student in writing; or
- c) A teacher of the student, or other District personnel, has expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the Director of Special Education or to other supervisory personnel in accordance with the District's established child find or special education referral system.

Exception

A student is not a student presumed to have a disability for discipline purposes if, as a result of receiving the information specified above (i.e., subheading "Basis of Knowledge"):

- a) The parent of the student has not allowed an evaluation of the student pursuant to law and/or regulations;
- b) The parent of the student has refused services under law and/or regulations; or
- c) The student has been evaluated and it was determined that the student is not a student with a disability.

SUBJECT: STUDENTS PRESUMED TO HAVE A DISABILITY FOR DISCIPLINE PURPOSES (Cont'd.)

Responsibility for Determining Whether a Student is a Student Presumed to Have a Disability

If it is claimed by the parent of the student or by School District personnel that the District had a basis for knowledge, in accordance with law and/or regulation, that the student was a student with a disability prior to the time the behavior subject to disciplinary action occurred, it shall be the responsibility of the Superintendent of Schools, Building Principal or other school official imposing the suspension or removal to determine whether the student is a student presumed to have a disability.

Conditions That Apply if There is No Basis of Knowledge

If it is determined that there is no basis for knowledge that the student is a student with a disability prior to taking disciplinary measures against the student, the student may be subjected to the same disciplinary measures as any other nondisabled student who engaged in comparable behaviors.

However, if a request for an individual evaluation is made during the time period in which such nondisabled student is subjected to a disciplinary removal, an expedited evaluation shall be conducted in accordance with law and/or regulations. Pending the results of the evaluation, the student shall remain in the educational placement determined by school authorities.

If the student is determined to be a student with a disability, taking into consideration information from the evaluation and information provided by the parents, the District shall provide special education and related services in accordance with law and/or regulations.

Individuals with Disabilities Education Improvement Act of 2004 [Public Law 108-446, Section 615(k)(5)] Individuals with Disabilities Education Act (IDEA), 20 United States Code (USC) Section 1400 et seq. 34 Code of Federal Regulations (CFR) Part 300 8 New York Code of Rules and Regulations (NYCRR) Section 201.5

NOTE: Refer also to Policy #7313 -- Suspension of Students

SUBJECT: ALCOHOL, TOBACCO, DRUGS AND OTHER SUBSTANCES (SUBSTANCES (STUDENTS)

The Board of Education recognizes that the misuse of drugs, alcohol and/or tobacco is a serious problem with legal, physical, emotional and social implications for the entire community. Therefore, the consumption, sharing and/or selling, use and/or possession of alcoholic beverages, tobacco products, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs is prohibited at any school-sponsored event or on school property at all times. The inappropriate use of prescription and over-the-counter drugs shall also be disallowed. Persons shall be banned from entering school grounds or school-sponsored events when exhibiting behavioral, personal or physical characteristics indicative of having used or consumed alcohol or other substances.

School property shall mean in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of a public elementary or secondary school; or in or on a school bus as defined in Vehicle and Traffic Law Section 142. A school function shall mean a school-sponsored or school-authorized extracurricular event or activity regardless of where such event or activity takes place, including any event or activity that may take place in another state.

Through the collaborative efforts of staff, students, parents/guardians and the community as a whole, a comprehensive program shall be developed addressing alcohol, tobacco, drugs, and other substances to include the following elements:

Primary Prevention

Preventing or delaying alcohol, tobacco, drugs, and other substance use/abuse by students shall be the major focus of a comprehensive K through 12 program in which proactive measures of prevention and early intervention are emphasized. This program shall include:

- a) A sequential K through 12 curriculum based on recognized principles of effectiveness that is developed and incorporated into the total educational process. This curriculum shall be concerned with education and prevention in all areas of alcohol, tobacco, drugs, and other substances use/abuse;
- b) <u>Training Opportunities for awareness for school personnel and parents/guardians to reinforce the components of the policy through in-service and community education programs with up-to-date factual information and materials;</u>
- c) An effort to provide positive alternatives to alcohol, tobacco, drugs, and other substances use/abuse through the promotion of drug/tobacco/alcohol-free special events, service projects and extracurricular activities that will develop and support a positive peer influence.

SUBJECT: ALCOHOL, TOBACCO, DRUGS AND OTHER SUBSTANCES (STUDENTS) (Cont'd.)

Intervention

School-based intervention services, as deemed appropriate, shall be made available to all students, grades K through 12, and provided by prevention professionals who are appropriately trained in this area. The purpose of intervention is to eliminate any existing use/abuse of alcohol, tobacco, drugs, and other substances and to identify students considered to be at risk for use/abuse. Intervention programming shall-may include:

- a) Counseling of students in groups and as individuals on alcohol, tobacco, drugs, and other substance use/abuse. Counselors and skilled school staff assigned for this purpose shall be appropriately trained certified and/or licensed and skilled school staff assigned for this purpose;
- b) Referring students to community or other outside agencies when their use/abuse of alcohol, tobacco, drugs, and other substances requires additional counseling or treatment. Referral is a key link in school and community efforts and the process is basic to the dissemination of information regarding available counseling and health services:
- c) Providing a supportive school environment designed to continue the recovery process for students returning from treatment. A re-entry program may include continuing student and/or family counseling and emphasizing positive alternatives to alcohol, tobacco, drugs, and other substance use/abuse:
- d) Developing a parent <u>resource network</u> to serve as a <u>means of information and support</u> <u>regarding alcohol, tobacco, and drugs; group and provide a vehicle of communication for parent education;</u>
- e) Ensuring confidentiality as required by state and federal law.

Disciplinary Measures

Disciplinary measures for students consuming, sharing and/or selling, using and/or possessing alcoholic beverages, tobacco products, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs shall be outlined in the *District's Code of Conduct on School Property*.

Staff Development

There shall be ongoing training of <u>certified</u> District staff about the components of an effective alcohol, tobacco and other substances program. Training shall include, but not be limited to, District policies and regulations and the staff's role in implementing such policies and regulations. Teachers shall be trained to implement the District's K through 12 alcohol, tobacco, drugs and other substance prevention curricula; intervention staff shall be suitably trained to carry out appropriate services.

SUBJECT: ALCOHOL, TOBACCO, DRUGS AND OTHER SUBSTANCES (STUDENTS) (Cont'd.)

Implementation, Dissemination and Monitoring

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It shall be the responsibility of the Superintendent to implement the alcohol, tobacco, drugs, and other substances Board policy by collaboration with school personnel, students, parents/guardians and the community at large.

Additionally, copies of Board policy shall be disseminated to District staff, parents/guardians and community members. The Superintendent/designee shall periodically review the tobacco, drugs and alcohol abuse prevention program to determine its effectiveness and support appropriate modifications, as needed.

Safe and Drug-Free Schools and Communities Act, as reauthorized by the No Child Left Behind Act of 2001 20 United States Code (USC) Section 7101 et seq. Education Law Section 2801(1)

NOTE: Refer also to Policies #3280 -- Community Use of School Facilities

#3410 -- Code of Conduct on School Property

#5640 -- Smoking/Tobacco Use

#7310 -- School Conduct and Discipline

#8211 -- Prevention Instruction

District Code of Conduct on School Property

No changes were made to this policy ~ January 12, 2012

SUBJECT: BUS RULES AND REGULATIONS

The Rocky Point Union Free School District furnishes transportation to those students whose disability or distance from the school make the service essential. Except as otherwise mandated in a student's Individualized Education Program (IEP), riding these buses is a privilege and may be withdrawn if the student does not comply with the rules and regulations set forth in this District.

Bus drivers shall be held responsible for reasonable and acceptable behavior of students while riding the school bus. Students riding school buses are expected to conform to the rules of conduct in order to permit the bus driver to transport his/her passengers safely.

The Board of Education, the Superintendent and/or his/her designee has the authority to suspend the transportation privileges of children who are disorderly and insubordinate on buses. Generally, parent(s)/guardian(s) will be required to make alternative transportation arrangements for their children who have been suspended from riding the bus. However, the effect of a suspension from transportation on the student's ability to attend school will be considered. If a suspension from transportation effectively results in a suspension from attendance because of the distance between the home and the school and the absence of alternative public or private means of transportation, the District shall make appropriate arrangements to provide for the student's education.

If a student with a disability who receives transportation as a related service as part of his/her Individualized Education Program is being considered for suspension from transportation, and that suspension would effectively result in a change in placement, the student shall be referred to the Committee on Special Education.

The Board directs the administration to establish rules and regulations for student conduct on buses, including applicable due process rights to be afforded students suspended from transportation privileges. These rules and regulations shall be promulgated to all concerned, including the non-public schools to which students are transported.

Individuals with Disabilities Act (IDEA), 20 United States Code (USC) Sections 1400-1485 8 New York Code of Rules and Regulations (NYCRR) Section 156

SUBJECT: CORPORAL PUNISHMENT/EMERGENCY INTERVENTIONS

Corporal punishment as a means of discipline shall not be used against a student by any teacher, administrator, officer, employee or agent of this School District.

Whenever a school employee uses physical force against a student, the school employee shall, within the same school day, make a report to the Superintendent describing in detail the circumstances and the nature of the action taken.

The Superintendent of Schools shall submit a written report semi-annually in accordance with reporting deadlines set by NYSED, to the Commissioner of Education, with copies which shall be available to the Board of Education, by January 15 and July 15 of each year, setting forth the substance of each written complaint about the use of corporal punishment received by the Rocky Point Union Free School District authorities, if any, during the reporting period, the results of each investigation, and the action, if any, taken by the school authorities in each case.

Emergency Interventions

However, if alternative procedures and methods which would not involve physical force do not work, then the use of reasonable physical force is not prohibited for the following reasons:

- a) Self-protection;
- b) Protection of others:
- c) Protection of property: or
- d) Restraining/removing a disruptive student.

Such emergency interventions shall only be used in situations where alternative procedures and methods not involving the use of reasonable physical force cannot reasonably be employed. Emergency interventions shall <u>not</u> be used as a punishment or as a substitute for systematic behavioral interventions that are designed to change, replace, modify or eliminate a targeted behavior.

Staff who may be called upon to implement emergency interventions will be provided appropriate training in safe and effective restraint procedures. The parent(s) of the student shall be notified whenever an emergency intervention is utilized.

The District will maintain documentation on the use of emergency interventions for each student including:

- a) Name and date of birth of student:
- b) Setting and location of the incident;

SUBJECT: CORPORAL PUNISHMENT/EMERGENCY INTERVENTIONS

- c) Name of staff or other persons involved;
- d) Description of the incident and emergency intervention used, including duration;
- e) A statement as to whether the student has a current behavioral intervention plan; and
- f) Details of any injuries sustained by the student or others, including staff, as a result of the incident.

This documentation will be reviewed by District supervisory personnel and, if necessary, by the school nurse or other medical personnel.

8 New York Code of Rules and Regulations (NYCRR) Sections 19.5, 100.2(1)(3), 200.15(f)(1) and 200.22(d)

NOTE: Refer also to Policies #7313 -- Suspension of Students

No changes were made to this policy. ~ January 12, 2012

SUBJECT: WEAPONS IN SCHOOL AND THE GUN-FREE SCHOOLS ACT

Weapons in School

The possession of a weapon on school property, in District vehicles, in school buildings, or at school sponsored activities or settings under the control and supervision of the District regardless of location, is strictly prohibited, except by law enforcement personnel. Any person possessing a weapon for educational purposes in any school building must have written authorization of the Superintendent of Schools or his/her designee.

The Penal Code of the State of New York shall be used to determine what is considered a weapon.

Penal Law Sections 265.01-265.06

Specific Penalties Imposed by the Gun-Free Schools Act

No student shall bring or possess any "firearm" as defined in federal law on school premises (including school buildings and grounds, District vehicles, school settings and/or school sponsored activities under the control and supervision of the District regardless of location). For purposes of this policy, the term "firearm" includes any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of such weapon; any firearm muffler or silencer; or any "destructive device" (e.g., any explosive, incendiary, or poison gas, including bombs, grenades, rockets or other similar devices). The term does not include a rifle which the owner intends to use solely for sporting, recreational or cultural purposes; antique firearms; or Class C common fireworks.

In accordance with the Gun-Free Schools Act and Education Law Section 3214(3)(d), any student who brings or possesses a dangerous weapon or firearm, as defined in federal law, on school property, will be referred by the Superintendent to the appropriate agency or authority for a juvenile delinquency proceeding in accordance with Family Court Act Article 3 when the student is under the age of sixteen (16) except for a student fourteen (14) or fifteen (15) years of age who qualifies for juvenile offender status under the Criminal Procedure Law, and will be referred by the Superintendent to the appropriate law enforcement officials when the student is sixteen (16) years of age or older or when the student is fourteen (14) or fifteen (15) years of age and qualifies for juvenile offender status under the Criminal Procedure Law. For purposes of this policy, the term "dangerous weapon" means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than two and one-half inches (2 1/2") in length.

In addition, any student attending a District school who has been found guilty of bringing a firearm to or possessing a firearm on school property, after a hearing has been provided pursuant to Education Law Section 3214, shall be suspended for a period of not less than one (1) calendar year

SUBJECT: WEAPONS IN SCHOOL AND THE GUN-FREE SCHOOLS ACT (Cont'd.)

and any student attending a non-district school who participates in a program operated by the School District using funds from the Elementary and Secondary Education Act of 1965 who is determined to have brought a firearm to or possessed a firearm at a District school or on other premises used by the School District to provide such programs shall be suspended for a period of not less than one (1) calendar year from participation in such program. The procedures of Education Law Section 3214(3) shall apply to such a suspension of a student attending a non-district school. Further, after the imposition of the one (1) year penalty has been determined, the Superintendent of Schools has the authority to modify this suspension requirement for each student on a case-by-case basis. In reviewing the student's one (1) year suspension penalty, the Superintendent may modify the penalty based on factors as set forth in Regulations of the Commissioner of Education Section 100.2 and in Commissioner's Decisions. The determination of the Superintendent shall be subject to review by the Board of Education in accordance with Education Law Section 3214(3)(c) and by the Commissioner of Education in accordance with Education Law Section 310.

Student with a Disability

Pursuant to Commissioner Regulations, a student with a disability who is determined to have brought a weapon (including a firearm) to school or possessed a weapon (including a firearm) at school may be placed in an interim alternative educational setting, in accordance with federal and state law, for not more than forty-five (45) calendar days. If the parent or guardian requests an impartial hearing, the student must remain in the interim alternative placement until the completion of all proceedings, unless the parent or guardian and District can agree on a different placement. For more information regarding Interim Alternative Educational Settings (IAES), refer to Policy #7313 -- Suspension of Students.

However, a student with a disability may be given a long term suspension pursuant to the Gun-Free Schools Act <u>only</u> if a group of persons knowledgeable about the student, as defined in federal regulations implementing the Individuals with Disabilities Education Act (IDEA), determines that the bringing of a firearm to school or possessing a firearm at school was <u>not</u> a manifestation of the student's disability, subject to applicable procedural safeguards.

If it is determined that the student's bringing of a firearm to school or possessing a firearm at school <u>was</u> a manifestation of the student's disability, the Superintendent must exercise his/her authority under the Gun-Free Schools Act to modify the long term suspension requirement, and determine that the student may not be given a long term suspension for the behavior. The Committee on Special Education may review the student's current educational placement and initiate change in placement proceedings, if appropriate, subject to applicable procedural safeguards.

The District may offer home instruction as an interim alternative educational setting during the pendency of review proceedings only if the student's placement in a less restrictive alternative educational setting is substantially likely to result in injury either to the student or to others.

SUBJECT: WEAPONS IN SCHOOL AND THE GUN-FREE SCHOOLS ACT (Cont'd.)

The District may also seek a court order to immediately remove a student with a disability from school if the District believes that maintaining the student in the current educational placement is substantially likely to result in injury to the student or to others.

Students with disabilities continue to be entitled to all rights enumerated in the Individuals with Disabilities Act and Education Law Article 89; and this policy shall not be deemed to authorize suspension of students with disabilities in violation of these laws.

This policy does not prohibit the District from utilizing other disciplinary measures including, but not limited to, out-of-school suspensions for a period of five days or less, or in-school suspensions, in responding to other types of student misconduct which infringe upon the established rules of the school. Additionally, this policy does not diminish the authority of the Board of Education to offer courses in instruction in the safe use of firearms pursuant to Education Law Section 809-a.

The District will continue to provide the suspended student who is of compulsory attendance age with appropriate alternative instruction during the period of the student's suspension.

Gun-Free Schools Act as reauthorized by the No Child Left Behind Act of 2001 18 United States Code (USC) Sections 921(a) and 930 Individuals with Disabilities Education Act (IDEA), 20 United States Code (USC) Sections 1400-1485 and 7151 Criminal Procedure Law Section 1.20(42) Education Law Sections 310, 809-a, 3214 and Article 89 Family Court Act Article 3 8 New York Code of Rules and Regulations (NYCRR) Section 100.2 and Part 200

NOTE: Refer also to Policies #3411 -- <u>Unlawful Possession of a Weapon Upon School Grounds</u>

SUBJECT: SCHOOL CONDUCT AND DISCIPLINE

The Board of Education acknowledges its responsibility to protect the educational climate of the District and to promote responsible student behavior. Accordingly, the Board delegates to the Superintendent the responsibility for assuring the implementation of a *Code of Conduct for the Maintenance of Order on School Property*, including school functions, which shall govern the conduct of students as well as teachers, other school personnel, and visitors.

School property shall mean in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of a public elementary or secondary school; or in or on a school bus as defined in Vehicle and Traffic Law Section 142. A school function shall mean a school-sponsored or school-authorized extracurricular event or activity regardless of where such event or activity takes place, including any event or activity that may take place in another state.

The Board shall further provide for the enforcement of such Code of Conduct, which shall be developed in collaboration with student, teacher, administrator, and parent organizations, school safety personnel and other personnel and shall incorporate, at a minimum, those components addressed in law and enumerated in Policy #3410 -- Code of Conduct on School Property. Specific components may vary as appropriate to student age, building levels, and educational needs.

In accordance with the *Code of Conduct on School Property*, areas addressing student conduct and behavior will further utilize the following strategies in promoting acceptable student behavior:

- a) A bill of rights and responsibilities of students that focuses upon positive student behavior, and is publicized and explained to all students on an annual basis;
- b) A Code of Conduct for student behavior setting forth prohibited student conduct and the range of penalties that may be imposed for violation of such Code, that is publicized and disseminated to all students and parents/guardians on an annual basis pursuant to law;
- c) Strategies and procedures for the maintenance and enforcement of public order on school property that shall govern the conduct of all persons on school premises, in accordance with Education Law Section 2801 and accepted principles of due process of law;
- d) Procedures within each building to involve student service personnel, administrators, teachers, parents/guardians and students in the early identification and resolution of discipline problems. For students identified as having disabilities, procedures are included for determining when a student's conduct shall constitute a reason for referral to the Committee on Special Education for review and modification, if appropriate, of the student's individualized education program;
- e) Alternative educational programs appropriate to individual student needs:

SUBJECT: SCHOOL CONDUCT AND DISCIPLINE (Cont'd.)

- f) Disciplinary measures for violation of the school policies developed in accordance with subparagraphs b) and c) of this paragraph. Such measures shall be appropriate to the seriousness of the offense and, where applicable, to the previous disciplinary record of the student. Any suspension from attendance upon instruction may be imposed only in accordance with Education Law Section 3214; and
- g) Guidelines and programs for in-service education for all District staff to ensure effective implementation of school policy on school conduct and discipline.

Education Law Sections 2801 and 3214 8 New York Code of Rules and Regulations (NYCRR) Section 100.2(1)(2)

NOTE: Refer also to Policy #3410 -- <u>Code of Conduct on School Property</u>

District Code of Conduct on School Property

SUBJECT: LOSS OR DESTRUCTION OF DISTRICT PROPERTY OR RESOURCES

The District is authorized to seek restitution, through civil action when necessary, from the parent or guardian of an unemancipated student over the age of ten (10) and under the age of eighteen (18) where such student:

- a) Has willfully, maliciously, or unlawfully damaged, defaced or destroyed real or personal property in the care, custody and/or ownership of the District; or
- b) Has knowingly entered or remained in a District building, and wrongfully taken, obtained or withheld personal property owned or maintained by the District.

In instances where the District has sought and obtained a judgment from a court of competent jurisdiction, parent/guardian liability for civil damages shall not exceed five thousand dollars (\$5,000). Under certain circumstances, prior to the entering of a judgment in the sum total of five hundred dollars (\$500) or more, a court may consider the parent's or guardian's financial inability to pay any portion or all of the amount of damages which are in excess of five hundred dollars (\$500), and enter a judgment in an amount within the financial capacity of the parent or guardian. However, no such judgment shall be entered for an amount which is less than five hundred dollars (\$500).

False Reporting of an Incident and/or Placing a False Bomb

A School District is also authorized to seek restitution, as described in law, from a parent or guardian of an unemancipated student over the age of ten (10) and under the age of eighteen (18) where such student:

- a) Has falsely reported an incident; or
- b) Has placed a false bomb as defined in the New York State Penal Law.

Damages for falsely reporting an incident or placing a false bomb shall mean the funds reasonably expended by the School District in responding to such false report of an incident or false bomb, less the amount of any funds which have been or will be recovered from any other source as enumerated in law.

In seeking restitution, the School District shall file with the court, the County District Attorney and defense counsel an affidavit stating that the funds reasonably expended for which restitution is being sought have not been and will not be recovered from any other source or in any other civil or criminal proceeding, except as provided for pursuant to General Obligations Law Section 3-112.

General Obligations Law Section 3-112 Penal Law Sections 60.27, 240.50, 240.55, 240.60 and 240.61

No changes to this policy

SUBJECT: STUDENT DRESS CODE

The responsibility for the dress and appearance of students shall rest with individual students and parents. They have the right to determine how the student shall dress, provided that such attire does not interfere with the operation of the school or infringe upon the general health, safety and welfare of District students or employees. Student dress and appearance must be in accordance with the *District Code of Conduct*. The administration is authorized to take action in instances where individual dress does not meet these stated requirements.

While the school administration may require students participating in physical education classes to wear certain types of clothing such as sneakers, socks, shorts, and tee shirts, they may not prescribe a specific brand which students must wear.

This policy does not mean that student, faculty, or parent groups may not recommend appropriate dress for school or special occasions. It means that a student shall not be prevented from attending school or a school function, or otherwise be discriminated against, so long as his/her dress and appearance meet the above requirements. A school function shall mean a school-sponsored or school-authorized extracurricular event or activity regardless of where such event or activity takes place, including any event or activity that may take place in another state.

Education Law Section 2801(1) -- definition of school function

NOTE: Refer also to District Code of Conduct on School Property

No changes to this policy

SUBJECT: SUSPENSION OF STUDENTS

The Superintendent and/or the Principal may suspend the following students from required attendance upon instruction:

- a) A student who is insubordinate or disorderly; or
- b) A student who is violent or disruptive; or
- A student whose conduct otherwise endangers the safety, morals, health or welfare of others.

Suspension

Five (5) School Days or Less

The Superintendent and/or the Principal of the school where the student attends shall have the power to suspend a student for a period not to exceed five (5) school days. In the absence of the Principal, the designated "Acting Principal" may then suspend a student for a period of five (5) school days or less.

When the Superintendent or the Principal (the "suspending authority") proposes to suspend a student for five (5) school days or less, the suspending authority shall provide the student with **notice** of the charged misconduct. If the student <u>denies</u> the misconduct, the suspending authority shall provide an **explanation** of the basis for the suspension.

When suspension of a student for a period of five (5) school days or less is proposed, administration shall also immediately notify the parent/person in parental relation in writing that the student *may be* suspended from school.

Written notice shall be provided by personal delivery, express mail delivery, or equivalent means reasonably calculated to assure receipt of such notice within twenty-four (24) hours of the decision to propose suspension at the last known address or addresses of the parents/persons in parental relation. Where possible, notification shall also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents/persons in parental relation.

The notice shall provide a description of the incident(s) for which suspension is proposed and shall inform the student and the parent/person in parental relation of their right to request an immediate informal conference with the Principal in accordance with the provisions of Education Law Section 3214(3)(b). Both the notice and the informal conference shall be in the dominant language or mode of communication used by the parents/persons in parental relation. At the informal conference, the student and/or parent/person in parental relation shall be authorized to present the student's version of the event and to ask questions of the complaining witnesses.

SUBJECT: SUSPENSION OF STUDENTS (Cont'd.)

The notice and opportunity for informal conference shall take place **prior to** suspension of the student <u>unless</u> the student's presence in the school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process, in which case the notice and opportunity for an informal conference shall take place as soon after the suspension as is reasonably practical.

Teachers shall immediately report or refer a violent student to the Principal or Superintendent for a violation of the *District's Code of Conduct* and a minimum suspension period.

More Than Five (5) School Days

In situations where the Superintendent determines that a suspension in excess of five (5) school days may be warranted, the student and parent/person in parental relation, upon reasonable notice, shall have had an opportunity for a fair hearing. At the hearing, the student shall have the right of representation by counsel, with the right to question witnesses against him/her, and the right to present witnesses and other evidence on his/her behalf.

Where the basis for the suspension is, in whole or in part, the possession on school grounds or school property by the student of any firearm, rifle, shotgun, dagger, dangerous knife, dirk, razor, stiletto or any of the weapons, instruments or appliances specified in Penal Law Section 265.01, the hearing officer or Superintendent shall not be barred from considering the admissibility of such weapon, instrument or appliance as evidence, notwithstanding a determination by a court in a criminal or juvenile delinquency proceeding that the recovery of such weapon, instrument or appliance was the result of an unlawful search or seizure.

Minimum Periods of Suspension

Pursuant to law, Commissioner's Regulations and the *District's Code of Conduct*, minimum periods of suspension shall be provided for the following prohibited conduct, subject to the requirements of federal and state law and regulations:

- a) Consistent with the federal Gun-Free Schools Act, any student who is determined to have brought a firearm to school or possessed a firearm on school premises shall be suspended for a period of not less than one (1) calendar year. However, the Superintendent has the authority to modify this suspension requirement on a case-by-case basis.
- b) A minimum suspension period for students who repeatedly are substantially disruptive of the educational process or substantially interfere with the teacher's authority over the classroom, provided that the suspending authority may reduce such period on a case-bycase basis to be consistent with any other state and federal law. The definition of "repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority" shall be determined in accordance with the Regulations of the Commissioner.

SUBJECT: SUSPENSION OF STUDENTS (Cont'd.)

c) A minimum suspension period for acts that would qualify the student to be defined as a violent student pursuant to Education Law Section 3214(2-a)(a), provided that the suspending authority may reduce such period on a case-by-case basis to be consistent with any other state and federal law.

Suspension of Students with Disabilities

Generally, should a student with a disability infringe upon the established rules of the schools, disciplinary action shall be in accordance with procedures set forth in the *District's Code of Conduct* and in conjunction with applicable law and the determination of the Committee on Special Education (CSE).

For suspensions or removals up to ten (10) school days in a school year that do <u>not</u> constitute a disciplinary change in placement, students with disabilities must be provided with alternative instruction or services on the same basis as non-disabled students of the same age.

If suspension or removal from the current educational placement constitutes a disciplinary change in placement because it is for more than ten (10) consecutive school days or constitutes a pattern, a manifestation determination must be made. The District determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.

Manifestation Determinations

A review of the relationship between the student's disability and the behavior subject to disciplinary action to determine if the conduct is a manifestation of the disability must be made by a manifestation team immediately, if possible, but in no case later than ten (10) school days after a decision is made:

- a) By the Superintendent to change the placement to an interim alternative educational setting (IAES);
- b) By an Impartial Hearing Officer (IHO) to place the student in an IAES; or
- c) By the Board, District Superintendent, Superintendent or Building Principal to impose a suspension that constitutes a disciplinary change of placement.

The manifestation team shall include a representative of the District knowledgeable about the student and the interpretation of information about child behavior, the parent and relevant members of the CSE as determined by the parent and the District. The parent must receive written notice prior to

SUBJECT: SUSPENSION OF STUDENTS (Cont'd.)

the meeting to ensure that the parent has an opportunity to attend. This notice must include the purpose of the meeting, the names of those expected to attend and notice of the parent's right to have relevant members of the CSE participate at the parent's request.

The manifestation team shall review all relevant information in the student's file including the student's individualized education program (IEP), any teacher observations, and any relevant information provided by the parents to determine if: the conduct in question was caused by or had a direct and substantial relationship to the student's disability; or the conduct in question was the direct result of the District's failure to implement the IEP. If the team determines the conduct in question was the direct result of failure to implement the IEP, the District must take immediate steps to remedy those deficiencies.

Finding of Manifestation

If it is determined, as a result of this review, that the student's behavior is a manifestation of his/her disability the CSE shall conduct a functional behavioral assessment, if one has not yet been conducted, and implement or modify a behavioral intervention plan.

Functional behavioral assessment (FBA) means the process of determining why the student engages in behaviors that impede learning and how the student's behavior relates to the environment. FBA must be developed consistent with the requirements of Commissioner's Regulations Section 200.22(a) and shall include, but not be limited to, the identification of the problem behavior, the definition of the behavior in concrete terms, the identification of the contextual factors that contribute to the behavior (including cognitive and affective factors) and the formulation of a hypothesis regarding the general conditions under which a behavior usually occurs and probable consequences that serve to maintain it.

Behavioral intervention plan (BIP) means a plan that is based on the results of a functional behavioral assessment and, at a minimum, includes a description of the problem behavior, global and specific hypotheses as to why the problem behavior occurs and intervention strategies that include positive behavioral supports and services to address the behavior.

Unless the change in placement was due to behavior involving serious bodily injury, weapons, illegal drugs or controlled substances, the student must be returned to the placement from which the student was removed unless the parent and the District agree to a change of placement as part of the modification of the behavioral intervention plan.

No Finding of Manifestation

If it is determined that the student's behavior is <u>not</u> a manifestation of his/her disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the

SUBJECT: SUSPENSION OF STUDENTS (Cont'd.)

student in the same manner and for the same duration for which they would be applied to students without disabilities, subject to the right of the parent/person in parental relation to request a hearing objecting to the manifestation determination and the District's obligation to provide a free, appropriate public education to such student.

Provision of Services Regardless of the Manifestation Determination

Regardless of the manifestation determination, students with a disability shall be provided the services necessary for them to continue to participate in the general education curriculum and progress toward meeting the goals set out in their IEP. They must also receive, as appropriate, a functional behavioral assessment, behavioral intervention services and modifications designed to address the behavior violation so it does not recur:

- a) For subsequent suspensions or removals for ten (10) consecutive school days or less that in the aggregate total more than ten (10) school days in a school year but do <u>not</u> constitute a disciplinary change of placement school personnel, in consultation with at least one of the student's teachers, will determine the extent to which services are needed;
- b) For suspensions or other disciplinary removals in excess of ten (10) school days in a school year which \underline{do} constitute a disciplinary change in placement the IAES and services will be determined by the CSE.

Interim Alternative Educational Setting (IAES)

Students with disabilities who have been suspended or removed from their current placement for more than ten (10) school days may be placed in an IAES which is a temporary educational setting other than the student's current placement at the time the behavior precipitating the IAES placement occurred.

Additionally, an Impartial Hearing Officer in an expedited due process hearing may order a change in placement of a student with a disability to an appropriate IAES for up to forty-five (45) school days if the Hearing Officer determines that maintaining the current placement is substantially likely to result in injury to the students or others.

There are three (3) specific instances when a student with a disability may be placed in an IAES for up to forty-five (45) school days without regard to a manifestation determination:

a) Where the student carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of the District; or

SUBJECT: SUSPENSION OF STUDENTS (Cont'd.)

- b) Where a student knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of the District; or
- c) Where a student has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the District. Serious bodily harm has been defined in law to refer to one of the following:
 - 1. Substantial risk of death:
 - 2. Extreme physical pain; or
 - 3. Protracted and obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ or mental faculty.

A school function shall mean a school-sponsored or school-authorized extracurricular event or activity regardless of where such event or activity takes place, including any event or activity that may take place in another state.

School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student with a disability who violates a code of student conduct.

In all cases, the student placed in an IAES shall:

- a) Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress towards the goals set out in the student's IEP, and
- b) Receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

The period of suspension or removal may not exceed the amount of time a non-disabled student would be suspended for the same behavior.

Suspension from BOCES

The BOCES Principal may suspend School District students from BOCES classes for a period not to exceed five (5) school days when student behavior warrants such action.

SUBJECT: SUSPENSION OF STUDENTS (Cont'd.)

In-School Suspension

In-school suspension will be used as a lesser discipline to avoid an out-of-school suspension. The student shall be considered present for attendance purposes. The program is used to keep each student current with his/her class work while attempting to reinforce acceptable behavior, attitudes and personal interaction.

BOCES Activities

BOCES activities, such as field trips and other activities outside the building itself, are considered an extension of the school program. Therefore, an infraction handled at BOCES is to be considered as an act within the School District itself.

A student who is ineligible to attend a District school on a given day may also be ineligible to attend BOCES classes. The decision rests with the Superintendent or his/her designee.

Exhaustion of Administrative Remedies

If a parent/person in parental relation wishes to appeal the decision of the Building Principal and/or Superintendent to suspend a student from school, regardless of the length of the student's suspension, the parent/person in parental relation must appeal to the Board of Education prior to commencing an appeal to the Commissioner of Education.

Procedure after Suspension

When a student has been suspended and is of compulsory attendance age, immediate steps shall be taken to provide alternative instruction which is of an equivalent nature to that provided in the student's regularly scheduled classes.

When a student has been suspended, the suspension may be revoked by the Board of Education whenever it appears to be for the best interest of the school and the student to do so. The Board of Education may also condition a student's early return to school and suspension revocation on the student's voluntary participation in counseling or specialized classes, including anger management or dispute resolution, where applicable.

SUBJECT: SUSPENSION OF STUDENTS (Cont'd.)

Individuals with Disabilities Education Improvement Act of 2004 [Public Law 108-446 Section 615(k)(l)] 18 United States Code (USC) Section 921 Individuals with Disabilities Education Act (IDEA), 20 United States Code (USC) Section 1400 et seq. 20 United States Code (USC) Section 7151, as reauthorized by the No Child Left Behind Act of 2001 34 Code of Federal Regulations (CFR) Part 300 Education Law Sections 2801(1), 3214 and 4402 Penal Law Section 265.01 8 New York Code of Rules and Regulations (NYCRR) Sections 100.2(l)(2), 200.4(d)(3)(i), 200.22 and Part 201

NOTE: Refer also to Policy #7360 -- Weapons in School and the Gun-Free Schools Act

No changes to this policy

SUBJECT: SEARCHES AND INTERROGATIONS

Students are protected by the Constitution from unreasonable searches and seizures. A student may be searched and contraband seized on school grounds or in a school building by a School District employee only when the School District employee has reasonable suspicion to believe the student is engaging in proscribed activity which is in violation of school rules and/or illegal.

Factors to be considered in determining whether reasonable suspicion exists to search a student include:

- a) The age of the student;
- b) The student's record and past history;
- c) The predominance and seriousness of the problem in the school where the search is directed; and
- d) The urgency to conduct the search without delay.

If reasonable suspicion exists to believe that a student possesses a weapon, it is permissible for a School District employee to search that student.

Lockers

Lockers are provided by the school for student use and the administration has the right to search lockers. A student may have exclusive use of a locker as far as other students are concerned but he/she does not have such exclusivity over the locker as it relates to the school authorities.

Questioning of Students by School Officials

School officials have the right to question students regarding any violations of school rules and/or illegal activity. In general, administration may conduct investigations concerning reports of misconduct which may include, but are not limited to, questioning students, staff, parents/guardians, or other individuals as may be appropriate and, when necessary, determining disciplinary action in accordance with applicable due process rights.

Should the questioning of students by school officials focus on the actions of one particular student, the student will be questioned, if possible, in private by the appropriate school administrator. The student's parent/guardian may be contacted; the degree, if any, of parental/guardian involvement will vary depending upon the nature and the reason for questioning, and the necessity for further action which may occur as a result.

SUBJECT: SEARCHES AND INTERROGATIONS (Cont'd.)

The questioning of students by school officials does not preclude subsequent questioning/interrogations by police authorities as otherwise permitted by law. Similarly, the questioning of students by school officials does not negate the right/responsibility of school officials to contact appropriate law enforcement agencies, as may be necessary, with regard to such statements given by students to school officials.

School officials acting alone and on their own authority, without the involvement of or on behalf of law enforcement officials (at least until after the questioning of students by school authorities has been conducted) are not required to give the so-called "Miranda warnings" (i.e., advising a person, prior to any custodial interrogations as defined in law, of the right to remain silent; that any statement made by the individual may be used as evidence against him/her; and that the individual has the right to the presence of an attorney, either retained or appointed) prior to the questioning of students.

If deemed appropriate and/or necessary, the Superintendent/designee may also review the circumstances with School District legal counsel so as to address concerns and the course of action, if any, which may pertain to and/or result from the questioning of students by school officials.

Law Enforcement Officials

It shall be the policy of the Rocky Point Union Free School District that a cooperative effort shall be maintained between the school administration and law enforcement agencies. Law enforcement officials may be summoned in order to conduct an investigation of alleged criminal conduct on school premises or during a school-sponsored activity, or to maintain the educational environment. They may also be summoned for the purpose of maintaining or restoring order when the presence of such officers is necessary to prevent injury to persons or property.

Administrators have the responsibility and the authority to determine when the assistance of law enforcement officers is necessary within their respective jurisdictions. The School District's administrators shall at all times act in a manner that protects and guarantees the rights of students and parents.

Interrogation of Students by Law Enforcement Officials

If police are involved in the questioning of students on school premises, whether or not at the request of school authorities, it will be in accordance with applicable law and due process rights afforded students. Generally, police authorities may only interview students on school premises without the permission of the parent/guardian in situations where a warrant has been issued for the student's arrest (or removal). Police authorities may also question students for general investigations, general questions regarding crimes committed on school property. In all other situations, unless an immediate health or safety risk exists, if the police wish to speak to a student without a warrant they should take the matter up directly with the student's parent/guardian.

SUBJECT: SEARCHES AND INTERROGATIONS (Cont'd.)

Whenever police wish to question a student on school premises, administration will attempt to notify the student's parent/guardian.

If possible, questioning of a student by police should take place in private and in the presence of the Building Principal/designee.

Child Protective Services' Investigations

From time to time, Child Protective Services may desire to conduct interviews of students on school property. Such interviews generally pertain to allegations of suspected child abuse and/or neglect. The Board encourages cooperation with Child Protective Services in accordance with applicable Social Services Law.

Education Law Sections 1604(9), 1604(30), 1709(2), 1709(33) and 2801 Family Court Act Section 1024 8 New York Code of Rules and Regulations (NYCRR) Section 100.2(1) Social Services Law Sections 411-428

Instruction

No changes to this policy

SUBJECT: FIELD TRIPS

The Board of Education recognizes that field trips are an educationally sound and important ingredient in the instructional program of the schools.

For purposes of this policy, a field trip shall be defined as any journey by a group of students away from the school premises, under the supervision of a teacher, which is an integral part of an approved course of study and conducted for the purpose of affording a first-hand educational experience not available in the classroom.

Field trips are a part of the curriculum of the schools, and student conduct and attendance on field trips are governed by the same rules that govern regular classroom activities. The School System shall obtain written parental/guardian permission for students going on school-sponsored field trips.

The Superintendent shall prepare procedures for the operation of a field trip activity. Field trip support shall be determined annually by the Board during its budget deliberations. Regardless of the fiscal support for field trips, the rules of the School District for approval and conduct of such trips shall apply.

The Superintendent/designee may cancel previously approved field trips due to extenuating circumstances.

NOTE: Refer also to Policies #3410 -- Code of Conduct on School Property

#5730 -- Transportation of Students #7310 -- School Conduct and Discipline

District Code of Conduct on School Property

Community Relations

SUBJECT: PUBLIC ACCESS TO RECORDS

Access to records of the District shall be consistent with the rules and regulations established by the State Committee on Open Government and shall comply with all the requirements of the New York State Public Officers Law Sections 87 and 89.

A Records Access Officer shall be designated by the Superintendent, subject to the approval of the Board of Education, who shall have the duty of coordinating the School District's response to public request for access to records.

The District shall provide copies of records in the format and on the medium requested by the person filing the Freedom of Information Law (FOIL) request if the District can reasonably do so regardless of burden, volume or cost of the request.

Regulations and procedures pertaining to accessing District records shall be as indicated in the School District Administrative Manualadministrative procedures.

Requests for Records via E-mail

If the District has the capability to retrieve electronic records, it must provide such records electronically upon request. The District shall accept requests for records submitted in the form of electronic mail and respond to such requests by electronic mail using the forms supplied by the District. This information shall be posted on the District Web site, clearly designating the e-mail address for purposes of receiving requests for records via this format.

When the District maintains requested records electronically, the response shall inform the requester that the records are accessible via the internet and in printed form either on paper or other information storage medium.

Board of Education Meetings and Records

District records subject to release under the FOIL, as well as any proposed rule, regulation, policy or amendment, that are on the Board agenda and scheduled to be discussed at a Board meeting, shall be made available upon request, to the extent practicable, prior to the meeting. Copies of such records may be made available for a reasonable fee. If the District maintains a regularly updated website and utilizes a high speed internet connection, such records may be posted on the Web site to the extent practicable, prior to the meeting. The District may, but is not required to expend additional funds to provide such records.

Education Law Section 2116
Public Officers Law Section 87
21 New York Code of Rules and Regulations (NYCRR) Part 9760

Interoffice Memorandum

TO: Dr. Michael Ring, Superintendent

FROM: Andrea Moscatiello, Interim Director of Special Education

DATE: 5/15/2012

RE: Board Action Sheets

Below please find the schedule to be approved at the 05/15/2012 Board of Education meeting:

SCHEDULE A 05/15/2012

| Year | Date | Location |
|-------|------------|----------------|
| 12-13 | 02/13/2012 | RPMS Committee |
| 11-12 | 02/16/2012 | RPHS Committee |
| 12-13 | 02/16/2012 | RPHS Committee |
| 12-13 | 02/28/2012 | RPHS Committee |
| 11-12 | 03/01/2012 | RPHS Committee |
| 12-13 | 03/01/2012 | RPHS Committee |
| 11-12 | 03/05/2012 | RPHS Committee |
| 12-13 | 03/05/2012 | RPHS Committee |
| 12-13 | 03/06/2012 | RPHS Committee |
| 12-13 | 03/08/2012 | RPMS Committee |
| 11-12 | 03/09/2012 | RPHS Committee |
| 12-13 | 03/09/2012 | RPHS Committee |
| 12-13 | 03/12/2012 | RPMS Committee |
| 11-12 | 03/15/2012 | FJC Committee |
| 12-13 | 03/20/2012 | RPMS Committee |
| 12-13 | 03/21/2012 | RPHS Committee |
| 11-12 | 03/22/2012 | FJC Committee |
| 12-13 | 03/22/2012 | FJC Committee |
| 11-12 | 03/22/2012 | RPMS Committee |
| 12-13 | 03/23/2012 | WHBLC |
| 11-12 | 03/23/2012 | JAE Committee |
| 12-13 | 03/23/2012 | JAE Committee |
| 11-12 | 03/23/2012 | RPMS Committee |
| 11-12 | 03/30/2012 | JAE Committee |
| 12-13 | 03/30/2012 | JAE Committee |
| 11-12 | 03/30/2012 | RPHS Committee |
| 12-13 | 04/02/2012 | AHRC |
| 12-13 | 04/02/2012 | JAE Committee |
| 12-13 | 04/03/2012 | AHRC |
| 12-13 | 04/04/2012 | JAE Committee |

| 11-12 | 04/04/2012 | RPMS Committee |
|-------|-------------------------|--------------------------|
| 12-13 | 04/04/2012 | RPMS Committee |
| 12-13 | 04/16/2012 | FJC Committee |
| 11-12 | 04/17/2012 | FJC Committee |
| 12-13 | 04/17/2012 | FJC Committee |
| 12-13 | 04/17/2012 | Devereux |
| 12-13 | 04/20/2012 | FJC Committee |
| 12-13 | 04/20/2012 | RPMS Committee |
| 12-13 | 04/23/2012 | FJC Committee |
| 11-12 | 04/23/2012 | RPMS Committee |
| 12-13 | 04/23/2012 | RPMS Committee |
| 12-13 | 04/24/2012 | FJC Committee |
| 11-12 | 04/24/2012 | RPMS Committee |
| 12-13 | 04/24/2012 | RPMS Committee |
| 11-12 | 04/26/2012 | Mary Haven |
| 12-13 | 04/30/2012 | FJC Committee |
| | February, March & April | District Wide Amendments |
| | 1 | without meetings |

Dr. Michael Ring - Board Action Sheets AM/em

Rocky Point Union Free School District

| Student: Board of Education Copy' | | . AltID#: | | DOB: | | Grade: 09 | 90 | |
|-----------------------------------|--|---|-----------------|-------------|-------------------------------|------------------------|--|--|
| Meeting Date 02/13/2012 | BOE Date C 05/15/2012 St | Committee / Reason Subcommittee on Special Education | Special Educati | , uo | Decision Classified | 면 전 6 | Placement Recommendation / Home Public School District(HPSD) | Placement Recommendation / School Home Public School District(HPSD) |
| Recommended Program/Service | | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teacher | Consultant Teacher Services (CTD Science) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Consultant Teacher | Consultant Teacher Services (CTD Social Studies) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Consultant Teacher | Consultant Teacher Services (CTD Math) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Special Class - Mat | Special Class - Math (Learning Lab - Math) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom |
| Special Class (Lear | Special Class (Learning Lab - Study Skills) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom |
| Consultant Teacher | Consultant Teacher Services (CTD English) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Counseling - Psychological | ological | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | Counselor's Office/Special Location |
| Counseling-Social Skills Training | Skills Training | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 42min. | Therapy Room/ Counselors |

| Student: 'Board of Education Copy' | Education Copy ² | AHID#: | | DOB: | | Grade: 09 | 60 | |
|------------------------------------|--|---|--|--------|-------------------------------|-----------------|---|---|
| Meeting Date 02/13/2012 | BOE Date C 05/15/2012 S | Committee / Reason Subcommittee on Special Educatior Reevaluation/Annual Review | ason Special Educati ual Review | Lo | Decision Classified | o. I ₪ | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School Home Public School District(HPSD) Socky Point High School |
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teache | Consultant Teacher Services (CTD English) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Consultant Teache | Consultant Teacher Services (CTD Social Studies) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | | Classroom |
| Special Class - Ma | Special Class - Math (Learning Lab - Math) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | | Classroom |
| Consultant Teache | Consultant Teacher Services (CTD Math) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | | Classroom |
| Special Class (Lea | Special Class (Leaming Lab - Study Skills) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | | Classroom |

| Student: 'Board of Education Copy' | Education Copy | AltID#: | DOB: | Grade: 09 |
|------------------------------------|----------------|-----------------------------------|------------|-----------------------------------|
| Meeting Date | BOE Date | Committee / Reason | Decision | Placement Recommendation / School |
| 02/13/2012 | 05/15/2012 | Subcommittee on Special Education | Classified | Home Public School District(HPSD) |
| | | Annual Review | | Rocky Point High School |

| Recommended Program/ServiceStart DateEnd DateRatioFrequencyPeriodDurationLocationConsultant Teacher Services (CTD Math)09/05/201206/21/201315:11Every Other Day42min.ClassroomSpecial Class - Math (Learning Lab - Math)09/05/201206/21/201315:11Every Other Day42min.ClassroomSpecial Class - English (Learning Lab - ELA)09/05/201206/21/201315:11Every Other Day42min.ClassroomConsultant Teacher Services (CTD Science)09/05/201206/21/2013Direct1Daily42min.ClassroomConsultant Teacher Services (CTD Social Studies)09/05/201206/21/2013Direct1Daily42min.Classroom | | | | | | |
|---|-----------------------------|--|--|---|---|--|
| End Date Ratio Frequency Period 06/21/2013 Direct 1 Daily 06/21/2013 15:1 1 Every Other Day 06/21/2013 15:1 1 Every Other Day 06/21/2013 Direct 1 Daily 06/21/2013 Direct 1 Daily | Location | Classroom | Classroom | Classroom | Classroom | Classroom |
| End Date Ratio Frequency 06/21/2013 Direct 1 06/21/2013 15:1 1 06/21/2013 15:1 1 06/21/2013 Direct 1 06/21/2013 Direct 1 | Duration | 42min. | 42min. | 42min. | 42min. | 42min. |
| End Date Ratio E 06/21/2013 Direct Direct 06/21/2013 15:1 Direct 06/21/2013 15:1 Direct 06/21/2013 Direct Direct | Period | Daily | Every Other Day | Every Other Day | Daily | Daily |
| End Date 06/21/2013 06/21/2013 06/21/2013 06/21/2013 | Frequency | - | - | - | - | - |
| | Ratio | Direct | 15:1 | 15:1 | Direct | Direct |
| Recommended Program/Service Consultant Teacher Services (CTD Math) Special Class - Math (Learning Lab - Math) Special Class - English (Learning Lab - ELA) Consultant Teacher Services (CTD Science) Consultant Teacher Services (CTD Social Studies) 09/05/2012 | End Date | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 |
| Recommended Program/Service Consultant Teacher Services (CTD Math) Special Class - Math (Learning Lab - Math) Special Class - English (Learning Lab - ELA) Consultant Teacher Services (CTD Science) Consultant Teacher Services (CTD Social Studies) | Start Date | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 |
| | Recommended Program/Service | Consultant Teacher Services (CTD Math) | Special Class - Math (Learning Lab - Math) | Special Class - English (Leaming Lab - ELA) | Consultant Teacher Services (CTD Science) | Consultant Teacher Services (CTD Social Studies) |

| Student: 'Board of Education Copy' | Education Copy' | AltID#: | | DOB: | | Grade: 09 | Đ | |
|------------------------------------|--|--|-------------------|--------|-------------------------------|-------------------|--|---|
| Meeting Date 02/13/2012 | BOE Date C 05/15/2012 Si | Committee / Reason Subcommittee on Speci Annual Review | Special Education | uc | Decision Classified | Pla Hor Roc | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School Home Public School District(HPSD) Socky Point High School |
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teacher | Consultant Teacher Services (CTD Math) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Consultant Teacher | Consultant Teacher Services (CTD Science) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Consultant Teacher | Consultant Teacher Services (CTD Social Studies) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Consultant Teacher | Consultant Teacher Services (CTD English) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Special Class - Eng | Special Class - English (Learning Lab - ELA) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom |
| Special Class (Lean | Special Class (Learning Lab - Shidy Skills) | 09/05/2012 | 06/21/2013 | 15.1 | - | Fvery Other Day | 42min | Clasernom |

| Special Education Classified Heriod Classified Heriod Classified Heriod Classified Heriod Col. Heriod Col. Heriod Col. Col. Heriod Col. Col. | Student: 'Board of Education Copy' | Education Copy' | AltID#: | | DOB: (| ٠ | Grade: 09 | 60 | |
|---|------------------------------------|-------------------------------|---|--------------------------------|--------|-------------------------------|-----------------|--|---|
| Start Date End Date Ratio Frequency Period ies) 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 15:1 1 Every Other Day 09/05/2012 06/21/2013 15:1 1 Every Other Day | Aeeting Date 12/13/2012 | | Committee / Results on Subcommittee on Subcommittee on Subcommittee | ason Special Educati | Б | Decision Classified | r I K | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School Home Public School District(HPSD) Socky Point High School |
| iles) 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 15:1 1 Every Other Day 09/05/2012 06/21/2013 15:1 15:1 Every Other Day | Recommended Pro | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 15:1 1 Every Other Day | Consultant Teacher | Services (CTD Social Studies) | | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 15:1 1 Every Other Day 09/05/2012 06/21/2013 15:1 1 Every Other Day | Consultant Teacher | Services (CTD Math) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| 09/05/2012 06/21/2013 15:1 1 Every Other Day | Consultant Teacher | · Services (CTD English) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| 09/05/2012 06/21/2013 15:1 1 Every Other Day | Special Class - Lan ELA) | guage Arts (Leaming Lab - | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom |
| for any firm | Special Class - Mat | h (Learning Lab - Math) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom |

| Student: 'Board of Education Copy' | Education Copy' | AltID#: | | DOB: | | Grade: 09 | 88 | |
|------------------------------------|--|--|-------------------------|-------------|-------------------------------|-----------------|--|---|
| Meeting Date 02/13/2012 | BOE Date Co 05/15/2012 Su An | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | Б | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School tome Public School District(HPSD) tocky Point High School |
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teache | Consultant Teacher Services (CTD Science) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | - 121 | Classroom |
| Consultant Teache | Consultant Teacher Services (CTD Social Studies) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | | Classroom |
| Consultant Teache | Consultant Teacher Services (CTD English) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | | Classroom |
| Special Class - Eng | Special Class - English (Learning Lab - ELA) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | | Classroom |
| Special Class (Lea | Special Class (Learning Lab - Study Skills) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | | Classroom |
| Consultant Teache | Consultant Teacher Services (CTD Math) | 09/05/2012 | 06/21/2013 | Direct | 4 | Daily | 42min. | Classroom |
| Speech/Language Therapy | Therapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | | Therapy Room or Classroom |

| Date BOE Date Committee / Reason Decision Period 12 05/15/2012 Subcommittee on Special Education Classified H Annual Review Annual Review Ratio Frequency Period Annual Review Start Date End Date Ratio Frequency Period ultant Teacher Services (CTD English) 09/05/2012 06/21/2013 Direct 1 Daily ultant Teacher Services (CTD Math) 09/05/2012 06/21/2013 Direct 1 Daily ultant Teacher Services (CTD Science) 09/05/2012 06/21/2013 Direct 1 Daily ultant Teacher Services (CTD Social Studies) 09/05/2012 06/21/2013 Direct 1 Daily al Class - Math (Learning Lab - Math) 09/05/2012 06/21/2013 15:1 1 Every Other Day al Class - Language Arts (Learning Lab - Math) 09/05/2012 06/21/2013 15:1 1 Every Other Day | Student: 'Board of Education Copy' | Education Copy' | AHID#: | | DOB: | : ! | Grade: 09 | 68 | | |
|--|------------------------------------|---------------------------------|--|--------------------------------|--------|-------------------------------|-----------------|--|---|--|
| Start Date End Date Ratio Frequency Period 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 15:1 1 Every Other Day 09/05/2012 06/21/2013 15:1 1 Every Other Day | Meeting Date 02/13/2012 | | ommittee / Res bcommittee on nual Review | ason Special Educati | Б. | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School tome Public School District(HPSD) socky Point High School | |
| 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 15:1 1 Every Other Day 09/05/2012 06/21/2013 15:1 1 Every Other Day | Recommended Pr | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 15:1 1 Every Other Day 09/05/2012 06/21/2013 15:1 1 Every Other Day | Consultant Teache | r Services (CTD English) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 15:1 1 Every Other Day 09/05/2012 06/21/2013 15:1 1 Every Other Day | Consultant Teache | r Services (CTD Math) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| 09/05/2012 06/21/2013 Direct 1 Daily 09/05/2012 06/21/2013 15:1 1 Every Other Day 09/05/2012 06/21/2013 15:1 1 Every Other Day | Consultant Teache | r Services (CTD Science) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| 09/05/2012 06/21/2013 15:1 1 Every Other Day 09/05/2012 06/21/2013 15:1 1 Every Other Day | Consultant Teache | r Services (CTD Social Studies) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| 09/05/2012 06/21/2013 15:1 15:1 Every Other Day | Special Class - Ma | th (Learning Lab - Math) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | | Classroom | |
| | Special Class - Lar ELA) | nguage Arts (Learning Lab - | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | | Classroom | |

Rocky Point Union Free School District

Committee Meeting Recommendations for Board of Education

04/30/2012, 11:16 am

| Student: 'Board of Education Copy' | ion Copy' | AltID#: | | DOB: | • | Grade: 12 | 12 | |
|--|------------------------|--|-------------------------|------------|-------------------------------|-----------------|--|---|
| Meeting Date B 02/16/2012 0 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Graduating Senior | ason Special Educati | ю | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School |
| Recommended Program/Service | Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class - Social Studies | lies | 12/19/2011 | 06/22/2012 | 15:1 | - | Daily | | Classroom |
| Special Class - Science | | 12/19/2011 | 06/22/2012 | 15:1 | - | Daily | | Classroom |
| Special Class (Leaming Lab - Study Skills) | ab - Study Skills) | 12/19/2011 | 06/22/2012 | 15:1 | - | Every Other Day | | Classroom |
| Special Class - English | | 12/19/2011 | 06/22/2012 | 15:1 | - | Daily | 42min. | Classroom |
| Counseling - Psychological | | 12/19/2011 | 06/22/2012 | Individual | - | Weekly | 42min. | Counselor's Office |

Rocky Point Union Free School District

| Student: 'Board | Student: 'Board of Education Copy' | AltID#: | | DOB: | • | Grade: | : 12 | |
|---|--|--|--------------------------------------|---------------------------|-------------------------------|-----------------|--|---|
| Meeting Date 02/16/2012 | BOE Date Co 05/15/2012 Su An | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | ion | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School |
| Recommender Consultant Tea Consultant Tea | Recommended Program/Service Consultant Teacher Services (CTD English) Consultant Teacher Services (CTD Social Studies) | Start Date 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 | Ratio Direct Direct | Frequency 1 | Period Daily | Duration 42min. 42min. | Location Classroom Classroom |
| Student: 'Board | Student: 'Board of Education Copy' | AHD#: | | D08: | | Grade: | : 12 | O deciment out Visco (a) |
| Meeting Date 02/16/2012 | BOE Date Co 05/15/2012 Su An | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educat | ion | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School |
| Recommender | Recommended Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Tea | Consultant Teacher Services (CTD English) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Consultant Tea | Consultant Teacher Services (CTD Social Studies) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Counseling - Psychological | sychological | 09/05/2012 | 06/21/2013 | Individual | 2 | Monthly | 30min. | Counselor's Office/Special Location |
| Counseling-So. | Counseling-Social Skills Training | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 42min. | Therapy Room/ Counselors |

| Student: 'Board of Education Copy' | ducation Copy' | AltID#: | | DOB: | | Gra | Grade: 12 | | |
|---|--|--|--------------------------------------|---------------------------|-------------------------------|--------------------------|--|--|---|
| Meeting Date 02/16/2012 | BOE Date C 05/15/2012 St | Committee / Reason Subcommittee on Speci Annual Review | ason Special Education | uo | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School forme Public School District(HPSD) socky Point High School | peting on the second section days do a second |
| Recommended Program/Service Consultant Teacher Services (CTD Consultant Teacher Services (CTD | Recommended Program/Service Consultant Teacher Services (CTD English) Consultant Teacher Services (CTD Social Studies) | Start Date 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 | Ratio Direct Direct | Frequency 1 | Period Daily Daily | Duration 42min. 42min. | Location Classroom Classroom | erre e como en com un icación del dem el el a nci |

Rocky Point Union Free School District

| Student: 'Board of Education Copy' | lucation Copy' | AltiD#: | | . DOB: | | Grade: 10 | 0 | |
|------------------------------------|---|--|----------------------------------|--------|-------------------------------|------------------|---|------------------|
| Meeting Date 02/28/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Education | uc | Decision Classified | Pa Roc Roc | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | ndation / School |
| Recommended Program/Service | ram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teacher S Program) | Consultant Teacher Services (CTD Math Two Year Program) | ar 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Consultant Teacher S | Consultant Teacher Services (CTD Math LAB) | 09/05/2012 | 06/21/2013 | Direct | - | Every Other Day | 42min. | Classroom |

| 1 | ARID#: | - 1 | DOB: | | Grade: 10 | 10 | | |
|---|--|-------------------------|-------|-------------------------------|--|---|----------------------------------|--------------------------|
| | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | uo | Decision Classified | 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | endation / School trict(HPSD) | |
| | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | 44 - Marie (1974 - 1974) |
| | 09/05/2012 | 06/21/2013 | 15:1 | ~ | Every Other Day | 42min. | Classroom | - 01 WOOD-244 |
| | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom | |

| Student: 'Board of Education Copy' | AMD#: | | DOB: | • | Grade: 10 | 01 | |
|--|--|--|-------------------------|-------------------------------|---|--|---|
| Meeting Date BOE Date 02/28/2012 05/15/2012 | Committee / Reason Subcommittee on Special Educa Annual Review | ason Special Educati | 6 | Decision Classified | Pia Hor Roc | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School Iome Public School District(HPSD) Iocky Point High School |
| Recommended Program/Service Special Class (Learning Lab - Math) Consultant Teacher Services (CTD Math) Consultant Teacher Services (CTD English) | Start Date 09/05/2012 09/05/2012 sh) 09/05/2012 | End Date 06/21/2013 06/21/2013 06/21/2013 | Ratio 15:1 Direct | Frequency 1 1 | Period Every Other Day Daily Daily | Duration 42min. 42min. 42min. | Location Classroom Classroom Classroom |

| Student: 'Board of Education Copy' | ion Copy' | AltID#: | | DOB: | | Grade: 10 | 10 | |
|--|------------------------------------|--|---------------------------------|--------|-------------------------------|-----------------|--|---|
| Meeting Date E 02/18/2012 0 | BOE Date Co 05/15/2012 Su An | Committee / Reason Subcommittee on Special E Annual Review | ason Special Educatio | и | Decision Classified | P. K. | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School Iome Public School District(HPSD) Rocky Point High School |
| Recommended Program/Service | Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teacher Services (CTD Math) | es (CTD Math) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Special Class (Learning Lab - Math) | ab - Math) | 10/05/2011 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom |
| Consultant Teacher Services (CTD Science) | es (CTD Science) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Consultant Teacher Services (CTD English) | es (CTD English) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Consultant Teacher Services (CTD Social Studies) | es (CTD Social Studies) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |

Rocky Point Union Free School District

| Student: 'Board of Education Copy' | Education Copy | AltID#: | | DOB: | | Grade: 12 | 12 | | |
|---|--|--|--------------------------------------|-------------------------------|-------------------------------|---------------------------|---|--|--|
| Meeting Date 03/01/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Graduating Senior | sson Special Education | | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | nendation / School istrict(HPSD) | |
| Recommended Program/Service Consultant Teacher Services (CTD Counseling - Psychological | Recommended Program/Service Consultant Teacher Services (CTD English) Counseling - Psychological | Start Date 09/07/2011 09/07/2011 | End Date 06/22/2012 06/22/2012 | Ratio Direct Individual | Frequency 1 | Period Daily Weekly | Duration 42min. 30min. | Location Classroom Counselor's Office/Special Location | |

| And other Designation of the Control | outents, board of Ladoard Oopy | Alun#. | | DOD. | | פֿב | Grade: 12 | | |
|--|-----------------------------------|--|---------------------------------|--------|-------------------------------|--------|--|---|--|
| Meeting Date BOE 03/01/2012 05/1 | BOE Date Co 05/15/2012 Sul | Committee / Reason Subcommittee on Special I Graduating Senior | ason Special Educatio | uc | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Pacement Recommendation / School forme Public School District(HPSD) tocky Point High School | |
| Recommended Program/Service | rvice | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Consultant Teacher Services (CTD English) | (CTD English) | 09/07/2011 | 06/22/2012 | Direct | - | Daily | 42min. | Classroom | |
| Consultant Teacher Services (CTD Social Studies) | (CTD Social Studies) | 09/07/2011 | 06/22/2012 | Direct | - | Daily | 42min. | Classroom | |
| Consultant Teacher Services (CTD Math) | (CTD Math) | 09/07/2011 | 06/22/2012 | Direct | - | Daily | 42min. | Classroom | |

| Student: 'Board of Education Copy' | ducation Copy' | AIID#: | | DOB: | | Grade: 10 | . 10 | | |
|------------------------------------|--|--|---------------------------|-------------|-------------------------------|-----------|--|---|----------------|
| Meeting Date 03/01/2012 | BOE Date Co 05/15/2012 Su An | Committee / Reason Subcommittee on Speci Annual Review | ason Special Education | uo | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | |
| Recommended Program/Service | gram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Special Class - Science | 8 | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom | atraid laterna |
| Special Class - English | ls. | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom | |
| Consultant Teacher | Consultant Teacher Services (CTD Math Two Year | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Special Class - Social Studies | l Studies | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom | 46 46 46 |
| Speech/Landuage Therapy | nerapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 42min. | Therapy Room or Classroom | ssroom |

| | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | Location Classroom Classroom Classroom Classroom |
|------------------------------------|---|---|
| 01 | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Duration 42min. 42min. 42min. 42min. |
| Grade: 10 | Pla Hor Ro | Period Every Other Day Daily Daily Daily Daily |
| | Decision Classified | Frequency 1 |
| DOB: | _ | Ratio 15:1 Direct Direct 15:1 |
| | Committee / Reason Subcommittee on Special Education Annual Review | End Date 06/21/2013 06/21/2013 06/21/2013 06/21/2013 |
| AltiD#: | Committee / Reason Subcommittee on Speci Annual Review | Start Date 09/05/2012 09/05/2012 09/05/2012 09/05/2012 |
| Student: 'Board of Education Copy' | Meeting Date BOE Date Co 03/01/2012 05/15/2012 Su An | Recommended Program/Service Special Class (Learning Lab - Math) Consultant Teacher Services (CTD English) Consultant Teacher Services (CTD Social Studies) Consultant Teacher Services (CTD Science) Special Class - Math |

| Student: 'Board of Education Copy' | cation Copy | AHID#: | | D08: | , | | irade: 10 | | |
|---|------------------------|--|-------------------------------------|---------------|-------------------------------|-----------------|--|--|--|
| Meeting Date 03/01/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | (eason n Special Educatio | _ | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | lacement Recommendation / School lome Public School District(HPSD) cocky Point High School | |
| Recommended Program/Service Special Class - Math | am/Service | Start Date 09/05/2012 | End Date 06/21/2013 | Ratio 15:1 | Frequency 1 | Period Daily | <u>Duration</u> 42min. | <u>Location</u> Classroom | |

| 09/05/2012 06 |
|-----------------------|
| 19/05/2012 06/21/2013 |
| 09/05/2012 06/21/2013 |

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| md | | · | 1000 |
|---------------------|------------------------------------|---|---|
| 04/20/2012, 3:38 pm | | | |
| 8 | | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | <u>Location</u> Classroom |
| | Grade: 12 | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Duration 42min. |
| | | | Period Daily |
| | ! | Decision Classified | Frequency 1 |
| | DOB: | tion | Ratio Direct |
| 1110000 | | Committee / Reason Subcommittee on Special Education Graduating Senior | End Date 06/22/2012 |
| | AltID#: | Committee / Reason Subcommittee on Speci Graduating Senior | Start Date 09/07/2011 |
| | Student: 'Board of Education Copy' | BOE Date 05/15/2012 | Recommended Program/Service Consultant Teacher Services (Consultant Teacher Direct English) |
| | Student: 'Bo | Meeting Date 03/05/2012 | Recommender Consultant Tea Direct English) |

| Student: 'Board of Education Copy' | ducation Copy | AltID#: | | DOB: | | Grade: | e; 12 | | |
|--|------------------------|---|--------------------------|-----------------|-------------------------------|-----------------|--|---------------------------------------|--|
| Meeting Date 03/05/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Educatic Manifestation Determination | ason Special Educatio | c | Decision Classified | | Placement Recommendation / School BOCES Class in a Public School(BOCES-PSD) BOCES ES | ndation / School School(BOCES-PSD) | |
| Recommended Program/Service Special Class | gram/Service | Start Date 02/17/2012 | End Date 06/22/2012 | Ratio 12:1+1 | Frequency 1 | Period Daily | <u>Duration</u> 2hr. 30min. | <u>Location</u> Classroom | |

Committee Meeting Recommendations for Board of Education

04/20/2012, 3:27 pm

| Student: 'Board of Education Copy' | Education Copy | AltID#: | | DOB: | | Grade: | . 0 | | |
|------------------------------------|---|--|--------------------------------|--------|-------------------------------|-----------------|---|-----------------------------------|------|
| Meeting Date 03/05/2012 | BOE Date C 05/15/2012 S | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | uo | Decision Classified | P. Ho | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | endation / School strict(HPSD) | |
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Consultant Teacher | Consultant Teacher Services (CTD English) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Consultant Teacher | Consultant Teacher Services (CTD Social Studies) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Consultant Teacher | Consultant Teacher Services (CTD Science) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Consultant Teacher | Consultant Teacher Services (CTD Math LAB) | 09/05/2012 | 06/21/2013 | Direct | - | Every Other Day | 42min. | Classroom | |
| Consultant Teacher | Consultant Teacher Services (CTD Math Two Year | r 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Program) Special Class - Eng | Program) Special Class - English (Leaming Lab - ELA) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom | 3000 |
| | | | | | | | | | |

| | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | Location Classroom Classroom Classroom Classroom Classroom | |
|------------------------------------|---|---|---|
| 10 | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Duration 42min. 42min. 42min. 42min. | |
| Grade: 10 | 9 8 8 | Period Daily Every Other Day Daily Daily Every Other Day | G |
| | Decision Classified | Frequency 1 1 1 | |
| DOB: | u | Ratio Direct Direct Direct 15:1 Direct | |
| | Ison Special Education | End Date 06/21/2013 06/21/2013 06/21/2013 06/21/2013 06/21/2013 | |
| AltID#: | Committee / Reason Subcommittee on Special Education Annual Review | Start Date 09/05/2012 09/05/2012 09/05/2012 09/05/2012 09/05/2012 | |
| Education Copy | BOE Date Co 05/15/2012 Sut | Recommended Program/Service Consultant Teacher Services (CTD Math Two Year Program) Consultant Teacher Services (CTD Math LAB) Consultant Teacher Services (CTD English) Consultant Teacher Services (CTD Science) Special Class - Language Arts (Leaming Lab - ELA) Consultant Teacher Services (CTD Social Studies) | |
| Student: 'Board of Education Copy' | Meeting Date 03/05/2012 | Recommended Program/Service Consultant Teacher Services (CTD Program) Consultant Teacher Services (CTD Consultant Teacher Services (CTD Consultant Teacher Services (CTD Special Class - Language Arts (Lea ELA) Consultant Teacher Services (CTD | |

| Student: 'Board of Educal | Education Copy | AltiD#: DOB; | | Grade: 10 |
|---------------------------|----------------|-----------------------------------|------------|-----------------------------------|
| Meeting Date | BOE Date | Committee / Reason | Decision | Placement Recommendation / School |
| 03/05/2012 | 05/15/2012 | Subcommittee on Special Education | Classified | Home Public School District(HPSD) |
| | | Annual Review | | Rocky Point High School |

| Location | Classroom | Classroom | Classroom | | Classroom | Classroom | Classroom | Classroom |
|-----------------------------|--|---|--|----------|-------------------------------------|---|---|----------------------------|
| Duration | 42min. | 42min. | 42min. | | 42min. | 42min. | 42min. | 30min. |
| Period | Daily | Every Other Day | Daily | | Every Other Day | Daily | Daily | Weekly |
| Frequency | - | - | - | | - | • | - | - |
| Ratio | Direct | 15:1 | Direct | | 15:1 | Direct | Direct | Individual |
| End Date | 06/21/2013 | 06/21/2013 | 06/21/2013 | | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 |
| Start Date | 09/05/2012 | 09/05/2012 | 09/05/2012 | | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 |
| Recommended Program/Service | Consultant Teacher Services (CTD Social Studies) | Special Class (Learning Lab - Study Skills) | Consultant Teacher Services (CTD Math Two Year | Program) | Special Class (Learning Lab - Math) | Consultant Teacher Services (CTD Science) | Consultant Teacher Services (CTD English) | Counseling - Psychological |

| Student: | Student: 'Board of Education Copy' | ANID#: | | DOB: | | Grade: 10 | 01 | | |
|----------------------------|---|--|--------------------------|-------------|-------------------------------|------------------------|--|---|---------------------|
| Meeting Date 03/06/2012 | Date BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | sason Special Educati | ы | Decision Classified | 2 | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | |
| Recom | Recommended Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Special | Special Class (Leaming Lab - Study Skills) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom | |
| Consult | Consultant Teacher Services (CTD Social Studies) | s) 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Special | Special Class (Learning Lab - Math) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom | |
| Special | Special Class - Science | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom | # (PROS. #) * (W |
| Special | Special Class - English | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom | |
| Consultan Program) | Consultant Teacher Services (CTD Math Two Year Program) | ar 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Counse | Counseling - Psychological | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 42min. | Therapy Room/ Counselors Office | y) |
| | | | | | | | | | |

| Student: 'Board of Education Copy' | Education Copy | ARID#: | | 00B: | | Gra | Grade: 12 | | |
|---|-----------------------------------|--|-----------------------------|--------------|-------------------------------|-----------------|--|-------------------------|--|
| Meeting Date 03/06/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | (eason n Special Educati | u. | Decision Classified | | Placement Recommen Home Instruction(HI) Home | nendation / School | |
| Recommended Program/Service Special Class (Home Instruction) | rogram/Service ne Instruction) | Start Date 09/05/2012 | End Date 06/21/2013 | Ratio 1:1 | Frequency 1 | Period Daily | <u>Duration</u> 2hr. | <u>Location</u> Home | |

| Student: 'Board of Education Copy' | ducation Copy | AltID#: | | DOB: | | Gra | Grade: 12 | | |
|------------------------------------|----------------------------|--|-----------------------------|-------|-------------------------------|--------|--|---|--|
| Meeting Date 03/06/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Educa Annual Review | (eason n Special Educati | E0 | Decision Classified | | Placement Recommenc Home Public School Distric Rocky Point High School | nmendation / School I District(HPSD) | |
| Recommended Program/Service | gram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Special Class - English | sh | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom | |
| Special Class - Social Studies | al Studies | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom | |

| | AltID#: | | DOB: | • | Grade: 09 | 6 | | |
|--|--|--------------------------|----------|-------------------------------|-----------------|--|---|---|
| Meeting Date BOE Date 03/08/2012 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | sason Special Educati | uo | Decision Classified | L I E | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School Iome Public School District(HPSD) socky Point High School | |
| Recommended Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Consultant Teacher Services (CTD Science) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Consultant Teacher Services (CTD English) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Consultant Teacher Services (CTD Social Studies) | s) 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Special Class - Math (Learning Lab - Math) | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom | |
| Special Class - English (Learning Lab - ELA) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom | = |
| Special Class - Math | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom | |

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|------------------------------------|---|-----------------------------|---|--|---|--|--|--|
| | | | | | | | | |
| | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | Location | Classroom | Classroom | Classroom | Classroom | Classroom | Classroom |
| 60 | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Duration | 42min. | 42min. | 42min. | 42min. | 42min. | 42min. |
| Grade: | a 48 | Period | Daily | Every Other Day | Daily | Daily | Every Other Day | Daily |
| | Decision Classified | Frequency | - | - | - | - | - | - |
| DOB: | E | Ratio | Direct | 15:1 | Direct | Direct | 15:1 | Direct |
| | ason Special Educati | End Date | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 |
| AltID#: | Committee / Reason Subcommittee on Special Education Annual Review | Start Date | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 |
| of Education Copy' | BOE Date Co 05/15/2012 Su An | Recommended Program/Service | Consultant Teacher Services (CTD English) | Special Class - English (Learning Lab - ELA) | Consultant Teacher Services (CTD Science) | Consultant Teacher Services (CTD Social Studies) | Special Class - Math (Learning Lab - Math) | Consultant Teacher Services (CTD Math) |
| Student: 'Board of Education Copy' | Meeting Date 03/08/2012 | Recommended F | Consultant Teach | Special Class - Er | Consultant Teach | Consultant Teach | Special Class - M. | Consultant Teach |

| Student: 'Board of Education Copy' | f Education Copy' | AltID#: | | DOB: | *************************************** | Grade: | le: 09 | | |
|------------------------------------|----------------------------|---|-------------------------|-------|---|--------|---|------------------------------------|--|
| Meeting Date 03/08/2012 | BOE Date 05/15/2012 | Committee / Res Subcommittee on S Annual Review | ason Special Educati | Б | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | lendation / School strict(HPSD) | |
| Recommended F | ecommended Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |

| Classroom | Classroom | Classroom | Classroom | Classroom | Classroom |
|--|---|---|--|--|----------------------|
| 42min. | 42min. | 42min. | 42min. | 42min. | 42min. |
| Daily | Daily | Daily | Every Other Day | Every Other Day | Daily |
| - | - | က | - | - | - |
| 13 Direct | 13 Direct | ~ | 13 15:1 | က | ဗ |
| 06/21/20 | 06/21/201 | 06/21/201 | 06/21/2013 | 06/21/201 | 06/21/201 |
| 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 |
| Consultant Teacher Services (CTD Social Studies) | Consultant Teacher Services (CTD Science) | Consultant Teacher Services (CTD English) | Special Class - English (Learning Lab - ELA) | Special Class - Math (Learning Lab - Math) | Special Class - Math |

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|------------------------------------|---|--|
| e: 0 7 | Placement Recommendation / School Home Public School District(HPSD) Rocky Point Middle School | <u>Duration</u> <u>Location</u> 42min. Classroom |
| Grade: 07 | | Period Daily |
| | Decision Classified | Frequency 4 |
| DOB: | L. | Ratio Direct |
| | ason Special Education | End Date 06/21/2013 |
| AltID#: | Committee / Reas Subcommittee on Sp Annual Review | Start Date 09/05/2012 |
| Education Copy' | BOE Date 05/15/2012 | rogram/Service er Services |
| Student: 'Board of Education Copy' | Meeting Date 03/08/2012 | Recommended Program/Service Consultant Teacher Services |

| Placement Recommendation / School |
|-----------------------------------|
| Placement Recommen |
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| AltID#: DOB: Grade: 12 | Committee / Reason Decision Placement Recommendation / School Subcommittee on Special Education Classified Home Public School District(HPSD) New Entrant with IEP Rocky Point High School | Start Date End Date Ratio Frequency Period Duration Location 03/09/2012 06/22/2012 15:1 1 Daily 42min. Classroom 03/09/2012 06/22/2012 15:1 1 Every Other Day 42min. Classroom |
|------------------------------------|---|--|
| AkiD#: | Committee / Reason Subcommittee on Special Educati New Entrant with IEP | = , 000 |
| Student: 'Board of Education Copy' | Meeting Date BOE Date Com 03/09/2012 05/15/2012 Subc | Recommended Program/Service Special Class - English Consultant Teacher Services (CTD Social Studies) Special Class (Learning Lab - Study Skills) |

| | endation / School rrict(HPSD) | Location | Classroom | Classroom | Classroom | Counselor's Office Counselor's Office |
|------------------------------------|---|-----------------------------|--|---|---|---|
| 11 | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | Duration | 42min. | 42min. | 42min. | 42min. 30min. |
| Grade: 11 | T. T.E. | Period | Daily | Daily | Every Other Day | Weekly Weekly |
| | Decision Classified | Frequency | - | - | - | |
| DOB: | uo | Ratio | Direct | Direct | Direct | Small Group Individual |
| | Committee / Reason Subcommittee on Special Education New Entrant with IEP | End Date | 06/22/2012 | 06/22/2012 | 06/22/2012 | 06/22/2012 06/22/2012 |
| AltID#: | Committee / Reason Subcommittee on Speci New Entrant with IEP | Start Date | 02/01/2012 | 02/01/2012 | 02/01/2012 | 02/01/2012 |
| Student: 'Board of Education Copy' | Meeting Date BOE Date C 03/09/2012 St 05/15/2012 St | Recommended Program/Service | Consultant Teacher Services (CTD Social Studies) | Consultant Teacher Services (CTD English) | Consultant Teacher Services (Learning Lab - Study Skills) | Counseling-Social Skills Counseling Counseling - Psychological |

| _ | | |
|-----------------------------------|---|-----------------------------|
| | | |
| | Placement Recommendation / School Home Public School District(HPSD) Socky Point High School | Location |
| Grade: 12 | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Duration |
| Gra | Decision Classified No Services | Period |
| | Decision Classified | Frequency |
| DOB: | 5 | Ratio |
| | sson Special Educatic | End Date |
| AltD#: | Committee / Reason Subcommittee on Special Education Parent Request | Start Date |
| ducation Copy | BOE Date 05/15/2012 | ogram/Service |
| Student: 'Board of Education Copy | Meeting Date 03/09/2012 | Recommended Program/Service |

| Recommended Program/Service Start Date (Jass Call Class) Committee on Special Education (Special Education Annual Review (Annual Review Annual Review Annual Review Annual Review (Annual Review Annual Review Annual Review Annual Review Annual Review (Annual Review Annual Review Annual Review Annual Review Annual Review Annual Review (Annual Review Annual Review Annual Review Annual Review Annual Review (Annual Review Annual Review Annual Review Annual Review (Annual Review Annual Review Annual Review Annual Review (Annual Review Annual Review Annual Review Annual Review (Annual Review Annual Review) (Annual Review (Annual Review Annual Review Annual Review (Annual Review Annual Review (Annual Review Annual Review) (Annual Review (Annual Review (Annual Review (Annual Review (Annual Review) (Annual Review (Annual Revie | Student: 'Board of Education Copy' | cation Copy' | AltID#: | | DOB: | | Grade: 1 | 0 | | |
|---|------------------------------------|----------------------------|--|---------------------------------|------------|-------------------------------|-------------------|--|-------------------------------------|-------|
| Start Date End Date Ratio Frequency Period Duration y Skills) 09/05/2012 06/21/2013 15:1 1 Every Other Day 42min. 09/05/2012 06/21/2013 15:1 1 Daily 42min. s) 09/05/2012 06/21/2013 15:1 1 Daily 42min. s) 09/05/2012 06/21/2013 15:1 1 Daily 42min. s) 09/05/2012 06/21/2013 16:1 1 Weekly 30min. | Meeting Date 03/09/2012 | BOE Date 05/15/2012 | Committee / Res Subcommitee on 9 Annual Review | ason Special Educatic | E. | Decision Classified | Pla Hor Roc | cement Recomn ne Public School D sky Point High Scho | nendation / School istrict(HPSD) | |
| Lab - Study Skills) 09/05/2012 06/21/2013 15:1 1 Every Other Day 42min. 09/05/2012 06/21/2013 15:1 1 Daily 42min. crker 09/05/2012 06/21/2013 Individual 1 Weekly 30min. | Recommended Progra | m/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| 99/05/2012 06/21/2013 15:1 1 Daily 42min. th & Careers) 09/05/2012 06/21/2013 15:1 1 Daily 42min. rker 09/05/2012 06/21/2013 15:1 1 Daily 42min. | Special Class (Learning | Lab - Study Skills) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom | |
| th & Careers) 09/05/2012 06/21/2013 15:1 1 Daily 42min. 42min. 09/05/2012 06/21/2013 15:1 1 Daily 42min. 42min. 1 Daily 42min. 1 & Careers) 09/05/2012 06/21/2013 15:1 1 Daily 42min. 1 Daily 42min. 1 Weekly 30min. | Special Class - Math | | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom | |
| 09/05/2012 06/21/2013 15:1 1 Daily 42min. tudies 09/05/2012 06/21/2013 15:1 1 Daily 42min. h & Careers) 09/05/2012 06/21/2013 15:1 1 Daily 42min. ker 09/05/2012 06/21/2013 Individual 1 Weekly 30min. | Special Class - English | | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom | |
| 09/05/2012 06/21/2013 15:1 1 Daily 42min. 09/05/2012 06/21/2013 15:1 1 Daily 42min. 09/05/2012 06/21/2013 Individual 1 Weekly 30min. | Special Class - Science | - 720 | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom | |
| 09/05/2012 06/21/2013 15:1 1 Daily 42min. 09/05/2012 06/21/2013 Individual 1 Weekly 30min. | Special Class - Social St | tudies | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom | 3 17 |
| 09/05/2012 06/21/2013 Individual 1 Weekly 30min. | Special Class (SC Healt | th & Careers) | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom | |
| Location | Counseling - Social Wor | rker | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | Counselor's Office/Special | 11.00 |
| | | | | | | | | | Location | |

| Student: 'Board of Education Copy' | AIED#: | | DOB: | | Grade: 1 | 2 | | |
|---|--|-------------------------|-------------|-------------------------------|-------------------|---|----------------------------------|------|
| Meeting Date BOE Date 03/09/2012 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | uo | Decision Classified | Pla Hor Roc | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | endation / School trict(HPSD) | |
| Recommended Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Consultant Teacher Services (CTD Social Studies) | s) 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Consultant Teacher Services (CTD English) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Consultant Teacher Services (Learning Lab - Study Skills) | 09/05/2012 | 06/21/2013 | Direct | - | Every Other Day | 42min. | Classroom | |
| Counseling-Social Skills Counseling | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 42min. | Counselor's Office | **** |
| Counseling - Psychological | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | Counselor's Office | |
| | | | | | | | | |

Committee Meeting Recommendations for Board of Education

04/27/2012, 8:48 am Placement Recommendation / School Classroom Location Home Public School District(HPSD) Rocky Point Middle School Duration 42min. Grade: Period Daily Decision Classified Frequency DOB: Direct Ratio Subcommittee on Special Education Annual Review 06/21/2013 **End Date** Committee / Reason Start Date 09/05/2012 AltID#: **BOE Date** 05/15/2012 Student: 'Board of Education Copy' Recommended Program/Service Consultant Teacher Services **Meeting Date** 03/12/2012

| *************************************** | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | Location Classroom Classroom | Classroom Classroom Classroom |
|---|---|--|---|
| 60 | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | <u>Duration</u> 42min. | 42min. 42min. 42min. 42min. |
| Grade: 09 | ĒŤŘ | Period Daily Every Other Day | Every Other Day Daily Daily Daily |
| | Decision Classified | Frequency 1 | |
| DOB: | E | Ratio Direct 15:1 | 15:1 Direct Direct Direct |
| | ason Special Educatio | End Date 06/21/2013 06/21/2013 | 06/21/2013 06/21/2013 06/21/2013 06/21/2013 |
| AltID#: | Committee / Reason Subcommittee on Special Education Annual Review | Start Date 09/05/2012 09/05/2012 | 09/05/2012 09/05/2012 09/05/2012 09/05/2012 |
| Student: 'Board of Education Copy' | BOE Date 05/15/2012 | Recommended Program/Service Consultant Teacher Services (CTD Math Two Year Program) Special Class - Math (Learning Lab - Math) | Special Class (Learning Lab - ELA) Consultant Teacher Services (CTD English) Consultant Teacher Services (CTD Science) Consultant Teacher Services (CTD Social Studies) |
| Student: 'Bo | Meeting Date 03/12/2012 | Recommen Consultant Program) Special Clas | Special Cla Consultant Consultant Consultant |

| | lacement Recommendation / School Iome Public School District(HPSD) tocky Point High School | <u>Location</u> Classroom | Classroom |
|------------------------------------|---|---|--|
| 60 | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Duration 42min. | 42min. |
| Grade: | # 48 | Period Every Other Day | Every Other Day 42min. |
| | Decision Classified | Frequency 1 | - |
| DOB: | - E | Ratio | 15:1 |
| | ison Special Educati | End Date 06/21/2013 | 06/21/2013 15:1 |
| AltID#: | Committee / Reason Subcommittee on Special Education Annual Review | Start Date 09/05/2012 | 09/05/2012 |
| f Education Copy | BOE Date 05/15/2012 | Recommended Program/Service Special Class - Language Arts (Leaming Lab - | Special Class - Math (Learning Lab - Math) |
| Student: 'Board of Education Copy' | Meeting Date 03/12/2012 | Recommended Program/Service Special Class - Language Arts (Lea | Special Class - Ma |

| | Placement Recommendation / School Ione Public School District(HPSD) socky Point High School | <u>Location</u> Classroom | Classroom |
|------------------------------------|---|--|--|
| 60 | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Duration 42min. | 42min. |
| Grade: 09 | ₽ 88 | Period Every Other Day | Every Other Day |
| | Decision Classified | Frequency 1 | - |
| DOB: | uo | Ratio 15:1 | 15:1 |
| | ason Special Educati | End Date 06/21/2013 | 06/21/2013 |
| AltID#: | Committee / Reason Subcommitee on Special Education Annual Review | Start Date 09/05/2012 | 09/05/2012 |
| Student: 'Board of Education Copy' | BOE Date 05/15/2012 | Recommended Program/Service Special Class - Language Arts (Learning Lab - | ELA) Special Class - Math (Learning Lab - Math) |
| Student: 'Board o | Meeting Date 03/12/2012 | Recommended Special Class - L | Special Class - M |

| | Placement Recommendation / School Home Public School District(HPSD) Socky Point High School | Location | Classroom | Classroom | Classroom | Classroom | Classroom | Classroom |
|------------------------------------|---|-----------------------------|--|-------------------------|---|----------------------|---|--|
| 60 | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Duration | 42min. | 42min. | 42min. | 42min. | 42min. | 42min. |
| Grade: 09 | a. I K | Period | Daily | Daily | Daily | Daily | Every Other Day | Every Other Day |
| | Decision Classified | Frequency | - | - | - | - | - | - |
| DOB: | ion | Ratio | Direct | 15:1 | Direct | 15:1 | 15:1 | 15:1 |
| | ason Special Educat | End Date | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 |
| AltID#: | Committee / Reason Subcommittee on Special Education Annual Review | Start Date | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 |
| Student: 'Board of Education Copy' | Meeting Date BOE Date Co 03/12/2012 05/15/2012 Su An An | Recommended Program/Service | Consultant Teacher Services (CTD Social Studies) | Special Class - Science | Consultant Teacher Services (CTD English) | Special Class - Math | Special Class - Language Arts (Learning Lab - ELA) | Special Class - Math (Learning Lab - Math) |

Т

| | mendation / School District(HPSD) | Location Classroom Classroom |
|------------------------------------|---|--|
| Grade: 09 | Placement Recommendation Home Public School District(HPSD Rocky Point High School | Duration 42min. 42min. |
| Gra | | Period Daily Daily |
| | Decision Classified | Frequency 3 |
| DOB: | uo | Ratio Direct 15:1 |
| | ason Special Educat | End Date 06/21/2013 06/21/2013 |
| AltID#: | Committee / Reason Subcommittee on Special E Annual Review | Start Date 09/05/2012 09/05/2012 |
| Student: 'Board of Education Copy' | BOE Date 05/15/2012 | Recommended Program/Service Consultant Teacher Services (CTD English) Special Class - Math |
| Student: 'Board | Meeting Date 03/12/2012 | Recommended Prog Consultant Teacher S Special Class - Math |
| | | |

| Classroom | Classroom | Classroom | Classroom |
|--|--|---|--|
| 42min. | 42min. | 42min. | 42min. |
| Every Other Day | Every Other Day | Daily | Daily |
| - | - | - | - |
| 15:1 | | Direct | |
| 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 |
| 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 |
| Special Class - Language Arts (Learning Lab - ELA) | Special Class - Math (Learning Lab - Math) | Consultant Teacher Services (CTD Science) | Consultant Teacher Services (CTD Social Studies) 0 |

| Student: 'Board of Education Copy' | AltID#: | | DOB: | | Grade: 09 | 60 | | П |
|---|--|---------------------------------|--------|-------------------------------|-----------------|---|-----------------------------------|---|
| Meeting Date BOE Date 03/12/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educatio | и | Decision Classified | Pia Ro | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | endation / School strict(HPSD) | |
| Recommended Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Consultant Teacher Services (CTD English) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Special Class - Language Arts (Learning Lab - ELA) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom | |
| Special Class - Math (Learning Lab - Math) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom | |
| Consultant Teacher Services (CTD Math) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Consultant Teacher Services (CTD Science) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Consultant Teacher Services (CTD Social Studies) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |

| Student: 'Board. of Education Copy | Education Copy' | AltID#: | | DOB: | | Grade | Grade: 02 | 7. |
|------------------------------------|------------------------|---|--------------------------------|-------------|-------------------------------|--------|---|-------------------------------------|
| Meeting Date 03/15/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Program Review | ason Special Educati | uo | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Frank J. Carasiti Elem. | nendation / School istrict(HPSD) |
| Recommended Program/Service | rogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teacher Services | yr Services | 09/07/2011 | 06/22/2012 | Direct | က | Daily | 40min. | Classroom |
| Special Class (Learning Lab - ELA) | tming Lab - ELA) | 09/07/2011 | 06/22/2012 | 8:1 | - | Daily | 40min. | Classroom |
| Special Class | i. | 07/05/2011 | 08/12/2011 | 12:1+1 | 2 | Weekly | 2hr. 30min. | Classroom |
| Speech/Language Therapy | Therapy | 09/07/2011 | 06/22/2012 | Small Group | က | Weekly | 30min. | Therapy Room or Classroom |
| Counseling | | 07/05/2011 | 08/12/2011 | Small Group | 2 | Weekly | 30min. | Classroom |
| Speech/Language Therapy | Therapy | 07/05/2011 | 08/12/2011 | Small Group | 2 | Weekly | 30min. | Classroom |

| Student: 'Board of Education Copy' | Education Copy' | AHID#: | | DOB: | 1 | Grade: 01 | 10 11 | |
|-------------------------------------|----------------------------|---|--------------------------------|-----------------------------------|-------------------------------|-----------|--|---|
| Meeting Date 03/15/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Program Review | ason Special Educati | ы | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Frank J. Carasiti Elem. | Placement Recommendation / School Home Public School District(HPSD) Frank J. Carasiti Elem. |
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teacher Services | r Services | 09/07/2011 | 06/22/2012 | Direct | 4 | Daily | 40min. | Classroom |
| Counseling - Social Skills Training | Skills Training | 09/07/2011 | 06/22/2012 | Small Group | - | Weekly | 30min. | Classroom/Counselors Office |
| Occupational Therapy | Мф | 09/07/2011 | 06/22/2012 | (5:1) 012 Small Group (5:1) | 2 | Weekly | 30min. | Therapy Room or Classroom |

| Student: 'Board of Education Copy' | ducation Copy' | AltiD#: | | DOB: | | Gra | Grade: 01 | | |
|--|----------------------------|---|--|---------------|-------------------------------|-----------------|---|---|--|
| Meeting Date 03/15/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommitee on Specia New Entrant with IEP | s ason Special Educatio IEP | _ | Decision Classified | | Placement Recommendation I Home Public School District(HPSD Frank J. Carasiti Elem. | Placement Recommendation / School forme Public School District(HPSD) rank J. Carasiti Elem. | |
| Recommended Program/Service Special Class | gram/Service | Start Date 03/15/2012 | End Date 06/22/2012 | Ratio 15:1 | Frequency 2 | Period Daily | <u>Duration</u> 40min. | <u>Location</u> Classroom | |

| | · *** **** | | |
|-----------------------------|-------------------------|-----------------------------------|----------------------|
| Classroom | Therapy Room | Therapy Room | Classroom |
| 40min. | 30min. | 30min. | 30min. |
| Daily | Weekly | Weekly | Weekly |
| 2 | က | - | 7 |
| Direct | Small Group (5:1) | Small Group (5:1) | Small Group (5:1) |
| 06/22/2012 | 06/22/2012 | 06/22/2012 | 06/22/2012 |
| 03/15/2012 | 02/06/2012 | 02/06/2012 | 02/06/2012 |
| Consultant Teacher Services | Speech/Language Therapy | Psychological Counseling Services | Occupational Therapy |

| Student: 'Board of Education Copy' | Education Copy' | AMD#: | | DOB: | | Gra | Grade: 01 | | |
|---|------------------------|---|--|--|---------------------------------------|----------------------------------|---|---|--|
| Meeting Date 03/15/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Program Review | ason Special Educati | и | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Frank J. Carasiti Elem. | endation / School strict(HPSD) | |
| Recommended Program/Service Special Class Occupational Therapy Physical Therapy Shared Aide | rogram/Service apy | Start Date 12/05/2011 09/07/2011 09/07/2011 | End Date 06/22/2012 06/22/2012 06/22/2012 | Ratio 15:1 Small Group Individual | Frequency 6 2 2 As needed | Period Daily Weekly Weekly Daily | Duration 40min. 30min. 30min. Throughout the School Day | Location Classroom Therapy Room or Classroom Therapy Room Classroom | |

| Student: 'Board of Education Copy' | Education Copy' | AHID#: | | DOB: | | Gra | Grade: 02 | |
|---|----------------------------|--|---------------------------------------|----------------------|-------------------------------|------------------|--|--|
| Meeting Date 03/15/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Reevaluation Review | ason Special Educatic ew | u. | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Frank J. Carasiti Elem. | Placement Recommendation / School forme Public School District(HPSD) frank J. Carasiti Elem. |
| Recommended Program/Service Occupational Therapy | ogram/Service py | Start Date 09/07/2011 | End Date 06/22/2012 | Ratio Small Group | Frequency 2 | Period Weekly | Duration 30min. | <u>Location</u> Therapy Room or Classroom |

| 04/25/2012, 3:18 pm | | | ndation / School rict(HPSD) ol | ndation / School rict(HPSD) tol | ndation / School rict(HPSD) ol Classroom | ndation / School nict(HPSD) ol Location Classroom Classroom | rict(HPSD) ol Classroom Classroom Classroom |
|--|------------------------------------|--|--|---------------------------------|--|--|--|
| | | Placement Recommendation / School | Home Public School District(HPSD) Rocky Point Middle School | , | = -10 | tome Public School District cocky Point Middle School Duration 42min. Cocky Point Middle School God All Cocky Point Middle School Cocky Point Middle Sc | tome Public School District cocky Point Middle School |
| | Grade: | | | Period | Period Daily | Period Daily Every Other Day | Period Daily Every Other Day |
| | ı | Decision Classified | | Frequency | Frequency 1 | Frequency 1 | Frequency 1 1 |
| | DOB: | ation | | Ratio | | | |
| | | eason Special Educa | | End Date | End Date 06/21/2013 | End Date 06/21/2013 06/21/2013 | 2 ,000 |
| The second secon | AltID#: | Committee / Reason Subcommittee on Special Education | Annual Review | Annual Review | Annual Review Start Date 09/05/2012 | Annual Review Start Date 09/05/2012 09/05/2012 | Annual Review Start Date 09/05/2012 09/05/2012 |
| | Student: 'Board of Education Copy' | BOE Date 05/15/2012 | | Recommended Program/Service | d Program/Service - Math | Recommended Program/Service Special Class - Math Special Class (Learning Lab - Math) | Recommended Program/Service Special Class - Math Special Class (Learning Lab - Math) Special Class (Learning Lab - ELA) |
| | tudent: 'Board | Meeting Date 03/20/2012 | | Recommended | Recommended Pros | Recommended Special Class - Special Class (I | Recommended Special Class - Special Class (I Special Class (I |

| Student: 'Board of Education Copy' | Ald D#: | | DOB: | ••• | Grade: | | |
|---|---|---------------------------------------|--------|-------------------------------|------------------------|--|---|
| Meeting Date BOE Date 03/20/2012 05/15/2012 | Committee / Reason Subcommittee on Special Education Reevaluation/Annual Review | ason Special Educationalial Review | 5 | Decision Classified | o. IX | Placement Recommendation / Home Public School District(HPSD) Rocky Point Middle School | Placement Recommendation / School Iome Public School District(HPSD) Rocky Point Middle School |
| Recommended Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class (Learning Lab - ELA) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | | Classroom |
| Special Class (Learning Lab - Math) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | | Classroom |
| Consultant Teacher Services | 09/05/2012 | 06/21/2013 | Direct | က | Daily | 42min. | Classroom |
| Special Class - Math | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom |

| | Student: 'Board of Education Copy' | lucation Copy' | AND#: | N B. | DOB: | | Grade: 08 | 80 | | |
|---|--|--|--|--------------------------------|--------|-------------------------------|------------------------|---|---|--|
| | Meeting Date 03/20/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | Б | Decision Classified | ≅ ∓ & | Placement Recommendation / School Home Public School District(HPSD) Rocky Point Middle School | endation / School trict(HPSD) ool | |
| 4 | Recommended Program/Service | ram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| > | Consultant Teacher Services | ervices | 09/05/2012 | 06/21/2013 | Direct | 4 | Daily | 42min. | Classroom | |
| | Special Class - Math (Learning Lab - Math) | (Learning Lab - Math) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom | |
| | Special Class - English | Special Class - English (Learning Lab - ELA) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom | |

| | Placement Recommendation / School Home Public School District(HPSD) Rocky Point Middle School | Location | Classroom | Classroom | Classroom | Classroom | Counselor's Office |
|------------------------------------|---|-----------------------------|-----------------------------|----------------------|------------------------------------|-------------------------------------|-----------------------------------|
| . 80 | Placement Recommendation / Home Public School District(HPSD) Rocky Point Middle School | Duration | 42min. | 42min. | 42min. | 42min. | 42min. |
| Grade: 08 | Pag Ro Ro | Period | Daily | Daily | Every Other Day | Every Other Day | Weekly |
| • | Decision Classified | Frequency | က | - | - | - | , - 1 |
| DOB: | LO. | Ratio | Direct | 15:1 | 15:1 | 15:1 | Small Group |
| | ason Special Educat | End Date | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 |
| AltID#: | Committee / Reason Subcommittee on Special Education Annual Review | Start Date | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 |
| Student: 'Board of Education Copy' | BOE Date 05/15/2012 | Recommended Program/Service | Consultant Teacher Services | : - Math | Special Class (Learning Lab - ELA) | Special Class (Learning Lab - Math) | Counseling-Social Skills Training |
| Student: 'Boa | Meeting Date 03/20/2012 | Recommend | Consultant Te | Special Class - Math | Special Class | Special Class | Counseling-S |

| Student: 'Bo | Student: 'Board of Education Copy' | AltID#: | | DOB: | | Gra | Grade: 10 | | |
|---|--|--|--|---------------------------|-------------------------------|--------------------------|---|---|------|
| Meeting Date 03/21/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Speci Annual Review | Committee / Reason Subcommittee on Special Education Annual Review | п | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | I mendation / Sc District(HPSD) nool | hool |
| Recomme Consultant Consultant Consultant | Recommended Program/Service Consultant Teacher Services (CTD English) Consultant Teacher Services (CTD Science) Consultant Teacher Services (CTD Social Studies) | Start Date 09/05/2012 09/05/2012 udies) 09/05/2012 | End Date 06/21/2013 06/21/2013 06/21/2013 | Ratio Direct Direct | Frequency 1 1 | Period Daily Daily | Duration 42min. 42min. 42min. | Location Classroom Classroom Classroom | |

| Student: 'Board of Education Copy' | | AltID#: | | DOB: | 77. | Grade: | 1 | | 7 |
|---|--------------|--|---|-------------------------|-------------------------------|------------------------------------|---|---|---|
| Meeting Date BOE Date 03/21/2012 05/15/2012 | Com Subco | Committee / Reason Subcommittee on Speci Annual Review | Committee / Reason Subcommittee on Special Education | Е. | Decision Classified | ā Î Ř | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | endation / School strict(HPSD) ol | |
| Recommended Program/Service Special Class (Learning Lab - ELA) Consultant Teacher Services (CTD English) Consultant Teacher Services (CTD Social Studies) | | Start Date 09/05/2012 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 06/21/2013 | Ratio 15:1 Direct | Frequency 1 | Period Every Other Day Daily Daily | Duration 42min. 42min. 42min. | Location Classroom Classroom Classroom | |

| | 8,412,00 | |
|------------------------------------|---|---|
| | _ | |
| | Placement Recommendation / School Ione Public School District(HPSD) Rocky Point High School | Location Classroom Classroom Classroom Classroom |
| le: 11 | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Duration 42min. 42min. 42min. |
| Grade: | | Period Daily Daily Daily Daily |
| | Decision Classified | Frequency 1 1 1 |
| DOB: | uc | Ratio Direct Direct Direct |
| | ison Special Educatio | End Date 06/21/2013 06/21/2013 06/21/2013 06/21/2013 |
| AltiD#: | Committee / Reason Subcommittee on Special Educal Annual Review | Start Date 09/05/2012 09/05/2012 09/05/2012 09/05/2012 |
| Student: 'Board of Education Copy' | BOE Date 05/15/2012 | Recommended Program/Service Consultant Teacher Services (CTD English) Consultant Teacher Services (CTD Science) Consultant Teacher Services (CTD Social Studies) Consultant Teacher Services (CTD Math) |
| Student: 'Bc | Meeting Date 03/21/2012 | Recommer Consultant Consultant Consultant |

| Committee / Reason Subcommittee on Special Education Annual Review |
|--|
| |
| |
| End Date |
| 06/21/2013 |
| 06/21/2013 |
| 06/21/2013 |
| |
| 06/21/2013 |
| 06/21/2013 |

| Student: 'Board of Education Copy' | AltID#: | | DOB: | | Grade: 1 | (| | |
|--|--|--------------------------------|-------------|-------------------------------|-------------------|---|----------------------------------|-------|
| Meeting Date BOE Date 03/21/2012 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | Lo | Decision Classified | PIS Hor Roc | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | endation / School trict(HPSD) | |
| Recommended Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Special Class (Learning Lab - ELA) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom | 1,70% |
| Consultant Teacher Services (CTD English) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | |
| Consultant Teacher Services (CTD Social Studies) | idies) 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom | 9.07 |
| Special Class (Learning Lab - Study Skills) | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom | - 10 |
| Counseling-Social Skills Counseling | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 42min. | Therapy Room or Classroom | шо |
| | | | | | | | | |

Rocky Point Union Free School District

| Student: 'Board of Education Copy'. | Education Copy'. | AltID#: | - | 100B: | | Grade: | Grade: 01 | |
|---|-----------------------------------|---|--|--------------|-------------------------------|--|---|--------|
| Meeting Date 03/22/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Education Initial Eligibility Determination Meeting | ison cial Education ermination Meeti | 1 | Decision Classified | The state of the s | Decision Placement Recommendation / School Classified Home Public School District(HPSD) Frank J. Carasiti Elem. | School |
| Recommended Program/Service Special Class (Leaming Lab - Math) | ogram/Service ming Lab - Math) | Start Date 03/26/2012 | End Date 06/22/2012 | Ratio 8:1 | Frequency 1 | Period Daily | Duration Location 40min. Classroom | el Eo |

| Committee | Committee Recommendations for Board of Education Review with Details (May 15, 2012) | ons for Board | of Educatic | on Review will | n Details | (May 15, 2012) | |
|------------|---|---------------|-------------|----------------------------|------------|----------------------|---|
| Meeting | Alt ID# Age | Committee | Grade | Grade Reason 1 | Decision | Disability | Recommended School |
| 03/22/2012 | 6:10 | CSE | 02 | Annual Review Classified | Classified | Learning Disabilit | Learning Disability Frank J. Carasiti Elem. |
| Progr | Program/Service Consultant Teacher Services | S | Start Date | End Date 06/21/2013 | Ratio | Ratio Freq. Period D | Duration 42 mins |

Rocky Point Union Free School District

| Student: 'Board of Education Copy | Education Copy | AltID#: | | DOB: | • | Grad | Grade: 08 | |
|-----------------------------------|------------------------|---|-------------------------------------|-------------|-------------------------------|--------|---|--|
| Meeting Date 03/22/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Education Manifestation Determination | tson cial Education rmination | | Decision Classified | | Placement Recom BOCES Class in a P BOCES ES | Placement Recommendation / School BOCES Class in a Public School(BOCES-PSD) BOCES ES |
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class | | 03/22/2012 | 06/22/2012 | 8:1+1 | - | Daily | 6hr. | Classroom |
| Counseling - Psychological | ological | 09/07/2011 | 06/22/2012 | Individual | - | Weekly | 30min. | Counselor's Office/Special Location |
| Counseling-Social Skills Training | Skills Training | 09/07/2011 | 06/22/2012 | Small Group | - | Weekly | 42min. | Therapy Room/ Counselors Office |

Committee Meeting Recommendations for Board of Education

04/27/2012, 9:58 am

| Student: 'Board of Education Copy' | f Education Copy' | AltID#: | | DOB: | | Grade | Grade: Ungraded | | |
|------------------------------------|---|---|-----------------|-------------|------------|--------|---|--|-----------------|
| Meeting Date | BOE Date | Committee / Reason | ason | | Decision | | Placement Recommendation / School | indation / School | |
| 03/23/2012 | 05/15/2012 | Subcommittee on Special Education Annual Review | Special Educati | uo | Classified | | BOCES Class in a Public School (BOCES-PSD) BOCES ES-Westhampton Beach Learning Center | School(BOCES-Pour Beach Learning Court Cou | SD) enter |
| | | | | | | | | | |
| Recommended | Recommended Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Special Class (We Center) | Special Class (Westhampton Beach Learning Center) | 09/05/2012 | 06/21/2013 | 8:1+1 | - | Daily | 6hr. | Across All Educational Settings | tional Settings |
| Special Class (We Center) | Special Class (Westhampton Beach Learning Center) | 07/02/2012 | 08/10/2012 | 8:1+1 | - | Daily | 6hr. | Across All Educational Settings | tional Settings |
| Parent Counseling and Training | g and Training | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | thr. | Home Based | |
| Occupational Therapy | rapy | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | Across All Educational Settings | tional Settings |
| Speech/Language Therapy | e Therapy | 09/05/2012 | 06/21/2013 | Individual | က | Weekly | 30min. | Across All Educational Settings | tional Settings |
| Speech/Language Therapy | e Therapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Across All Educational Settings | tional Settings |
| Counseling - Psychological | chological | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Across All Educational Settings | tional Settings |
| | F | 0100100110 | 0,000 | (5:1) | • | 1 | | | |
| Speecn/Language Inerapy | e Inerapy | 07/02/2012 | 08/10/2012 | Individual | 7 | Weekly | 30min. | Across All Educational Settings | tional Settings |
| Occupational Therapy | rapy | 07/03/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Across All Educational Settings | tional Settings |
| Counseling - Psychological | chological | 07/05/2011 | 08/12/2011 | Small Group | - | Weekly | 30min. | Counselor's Office | e |
| Aide Individual | | 09/05/2012 | 06/21/2013 | | - | Daily | Throughout the School Day | Across all educational settings. | ional settings. |
| Aide Individual | | 07/02/2012 | 08/10/2012 | | - | Daily | Throughout the School Day | Across All Educational Settings | tional Settings |
| | | | | | | | | | |

| Student: 'Board of Education Copy' | AltID#: | | DOB: | | Gre | Grade: 06 | |
|---|---|---|-------------|-------------------------------|--------|--|--|
| Meeting Date BOE Date 03/23/2012 05/15/2012 | Committee / Reason Subcommittee on Speci Reevaluation/Annual Re | Committee / Reason Subcommittee on Special Education Reevaluation/Annual Review | uo | Decision Classified | | Placement Recoming BOCES Class in a Pul BOCES ES-Westham | Placement Recommendation / School BOCES Class in a Public School(BOCES-PSD) BOCES ES-Westhampton Beach Learning Center |
| Recommended Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class (Westhampton Beach Learning Center) | g 09/05/2012 | 06/21/2013 | 8:1+1 | 2 | Weekly | 6hr. | Classroom |
| Special Class (Westhampton Beach Learning Center) | g 07/02/2012 | 08/10/2012 | 8:1+1 | 2 | Weekly | 3hr. | Classroom |
| Occupational Therapy | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | Across All Educational Settings |
| Counseling - Psychological | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Across All Educational Settings |
| Counseling - Psychological | 09/05/2012 | 06/21/2013 | Individual | 1 | Weekly | 30min. | Across All Educational Settings |

| Speech/Language Therapy | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Across All Educational Settings |
|----------------------------|------------|------------|-------------|---|--------|--------|---------------------------------|
| Speech/Language Therapy | 09/05/2012 | 06/21/2013 | Individual | 2 | Weekly | 30min. | Across All Educational Settings |
| Counseling - Psychological | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Across All Educational Settings |
| Speech/Language Therapy | 07/02/2012 | | Small Group | - | Weekly | 30min. | Across All Educational Settings |
| Speech/Language Therapy | 07/02/2012 | | Individual | - | Weekly | 30min. | Across All Educational Settings |
| Occupational Therapy | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Across All Educational Settings |
| 7.77 | | | | | | | |

| Student: 'Board of Education Copy' | Education Copy' | AltID#: | | DOB: | | Grade: Ungraded | Jngraded | | _ |
|------------------------------------|---|--|-------------------------|------------|-------------------------------|----------------------|---|---|---|
| Meeting Date 03/23/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | Б | Decision Classified | 9 80 80 80 80 | Placement Recommendation / School BOCES Class in a Public School(BOCES-P? BOCES ES-Westhampton Beach Learning C | Placement Recommendation / School BOCES Class in a Public School(BOCES-PSD) BOCES ES-Westhampton Beach Leaming Center | |
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Special Class (Wes Center) | Special Class (Westhampton Beach Learning Center) | 09/05/2012 | 06/21/2013 | 8:1+1 | 2 | Weekly | 6hr. | Across All Educational Settings | |
| Special Class (Wesl Center) | Special Class (Westhampton Beach Learning Center) | 07/02/2012 | 08/10/2012 | 8:1+1 | 2 | Weekly | 5hr. | Classroom | |
| Occupational Therapy | by | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | Across All Educational Settings | _ |
| Speech/Language Therapy | Therapy | 09/05/2012 | 06/21/2013 | Individual | က | Weekly | 30min. | Across All Educational Settings | |
| Speech/Language Therapy | Therapy | 07/02/2012 | 08/10/2012 | Individual | 2 | Weekly | 30min. | Across All Educational Settings | _ |
| Occupational Therapy | by | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Across All Educational Settings | _ |
| Counseling | | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Counselor's Office | |
| Aide Shared 2:1 | | 09/05/2012 | 06/21/2013 | | 5 | Weekly | Throughout the | Westhampton Beach Learning | |
| | | | | | | | School Day | Center | _ |
| Shared Aide | | 07/02/2012 | 08/10/2012 | | 2 | Over Summer | 6 hours | WBLC | |
| Occupational Therapy Consultation | py Consultation | 09/05/2012 | 06/21/2013 | | - | Monthly | 30 minutes | Across all educational settings | _ |
| Speech/Language Consultation | Sonsultation | 09/05/2012 | 06/21/2013 | | - | Monthly | 30 minutes | Across all educational settings | |
| | | | | | | | | | _ |

| Student: 'Board of Education Copy' | y | AltiD#: | | DOB: | | Grad | Grade: Ungraded | |
|---|-----------|--|--------------------------------|-------|-------------------------------|--------|---|--|
| Meeting Date BOE Date 03/23/2012 05/15/2012 | .e | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | и | Decision Classified | | Placement Recomi BOCES Class in a Pu BOCES ES-Westham | Placement Recommendation / School BOCES Class in a Public School(BOCES-PSD) BOCES ES-Westhampton Beach Learning Center |
| Recommended Program/Service | | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class (Westhampton Beach Learning Center) | Leaming | 09/05/2012 | 06/21/2013 | 8:1+1 | 2 | Weekly | 6hr. | Across All Educational Settings |
| Special Class (Westhampton Beach Learning Center) | ı Leaming | 07/02/2012 | 08/10/2012 | 8:1+1 | 2 | Weekly | Shr. | All Academic Classes |

| | 30min. Across All Educational Settings | 30min. Across All Educational Settings Throughout the Classroom Across All School Day Educational Settings |
|-------------------------|--|--|
| 2 Weekly | 1 Weekly | 2 Weekly 5 Weekly |
| 36/21/2013 Individual | Small Group | ndividual |
| 06/21/2013 | 06/21/2013 | 08/10/2012 |
| 09/05/2012 | 09/05/2012 | 07/02/2012 |
| Speech/Language Therapy | Speech/Language Therapy | Speech/Language Therapy Aide Shared 4:1 |

| Student: 'Board of Education Copy' | Education Copy | AltID#: | | DOB: | (bun | Grade: 08 | 80 | | | |
|------------------------------------|---|--|--------------------------|-------------|-------------------------------|-----------|----------------------------|--|--|---|
| Meeting Date 03/23/2012 | BOE Date 05/15/2012 8 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educatic | E | Decision Classified | | Placement BOCES Class | Recommen s in a Public S Vesthampton | Placement Recommendation / School BOCES Class in a Public School(BOCES-PSD) BOCES ES-Westhampton Beach Learning Center | |
| Recommended Program/Service | gram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | 딞 | Location | |
| Special Class (West Center) | Special Class (Westhampton Beach Learning Center) | 09/05/2012 | 06/21/2013 | 8:1+1 | 2 | Weekly | 6hr. | | Classroom | |
| Psychological Counseling | seling | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | | Across All Educational Settings | |
| Psychological Counseling Services | seling Services | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | | Across All Educational Settings | |
| Speech/Language Therapy | herapy | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | | Across All Educational Settings | |
| Speech/Language Therapy | herapy | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | | Across All Educational Settings | |
| | | | | | | | | | | _ |

| | Placement Recommendation / School BOCES Class in a Public School(BOCES-PSD) BOCES ES-Westhampton Beach Learning Center | Location | All Academic Classes | Classroom | Across All Educational Settings | Across All Educational Cottings | Across All Educational Settings | Counselor's Office and other | therapeutic settings |
|------------------------------------|--|-----------------------------|--|---|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|------------------------------|----------------------|
| Grade: Ungraded | Placement Recommendation / School BOCES Class in a Public School(BOCES-PSD) BOCES ES-Westhampton Beach Learning Cent | Duration | 6hr. | 5hr. | 30min. | 30min. | 30min. | 30min | 30min | SOIIIII. | 30min. | |
| Grac | | Period | Weekly | Weekly | Weekly | Weekly | Weekly | Weekly | Mookly | veeniy | Weekly | |
| | Decision Classified | Frequency | 2 | 2 | - | 2 | - | 6 | 1 0 | 7 | - | |
| DOB: | u | Ratio | 8:1+1 | 8:1+1 | Individual | Individual | Small Group | (5:1) Individual | Individual | maiyianai | Individual | |
| | ason Special Educatio | End Date | 06/21/2013 | 08/10/2012 | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/04/0042 | 00/21/2013 | 06/21/2013 | |
| AltID#: | Committee / Reason Subcommittee on Special Education Annual Review | Start Date | 09/05/2012 | 07/03/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 | 00/06/2012 | 7107/00/60 | 09/05/2012 | |
| Student: 'Board of Education Copy' | BOE Date 05/15/2012 | Recommended Program/Service | Special Class (Westhampton Beach Leaming Center) | Special Class (Westhampton Beach Learning Center) | λί. | ge Therapy | ge Therapy | Person | (decay | | ounseling | |
| Student: 'Board | Meeting Date 03/23/2012 | Recommended | Special Class (\ Center) | Special Class (\ Center) | Physical Therapy | Speech/Language Therapy | Speech/Language Therapy | Occupational Therapy | Vision Sanicas | VISION SELVICES | Psychological Counseling | 0.5 |

| Psychological Counseling Services | 09/05/2012 | 06/21/2013 | 06/21/2013 Small Group | - | Weekly | 30min. | Counselor's Office and other |
|-----------------------------------|------------|------------|------------------------|---|---------|--------------------------------------|---------------------------------|
| | | | | | | | therapeutic settings |
| Parent Counseling and Training | 09/05/2012 | 06/21/2013 | Individual | 2 | Monthly | thr. | Home |
| Physical Therapy | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Across All Educational Settings |
| Speech/Language Therapy | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Across All Educational Settings |
| Speech/Language Therapy | 07/02/2012 | 08/10/2012 | Small Group | - | Weekly | 30min. | Therapy Room or Classroom |
| | | | (5:1) | | | | |
| Vision Services | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Across All Educational Settings |
| Occupational Therapy | 07/03/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Across All Educational Settings |
| Psychological Counseling Services | 07/02/2012 | 08/10/2012 | Small Group | - | Weekly | 30min. | Across All Educational Settings |
| Aide Individual | 09/05/2012 | 06/21/2013 | | 2 | Weekly | Throughout the | Across All Educational Settings |
| Aide Individual | 07/03/2012 | 08/10/2012 | | 2 | Weekly | School Day Throughout the School Day | Across All Educational Settings |
| | | | | | | | |

| Student: 'Board of Education Copy' | | AltID#: | | DOB: | ľ | Grade: Ungraded | Ungraded | |
|------------------------------------|---|--|--------------------------------|-------------------------------|-------------------------------|---|---|--|
| Meeting Date 03/23/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | uo | Decision Classified | 9 80 80 80 80 80 80 80 80 80 80 80 80 80 | Placement Recommendation / School BOCES Class in a Public School(BOCES-P? BOCES ES-East Moriches Leaming Center | Placement Recommendation / School BOCES Class in a Public School(BOCES-PSD) BOCES ES-East Moriches Learning Center |
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class (East | Special Class (East Moriches Learning Center) | 09/05/2012 | 06/21/2013 | 8:1+1 | S | Weekly | 6hr. | Classroom |
| Special Class (West Center) | Special Class (Westhampton Beach Learning Center) | 07/02/2012 | 08/10/2012 | 8:1+1 | 2 | Weekly | 2hr. 30min. | Classroom |
| Parent Counseling and Training | and Training | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | 2hr. | Home |
| Counseling Services | | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Across All Educational Settings |
| Speech/Language Therapy | herapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Classroom |
| Counseling Services | | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | Across All Educational Settings |
| Speech/Language Therapy | herapy | 09/05/2012 | 06/21/2013 | Individual | 2 | Weekly | 30min. | Therapy Room |
| Counseling Services | | 07/02/2012 | 08/10/2012 | Small Group | - | Weekly | 30min. | Across All Educational Settings |
| Speech/Language Therapy | herapy | 07/02/2012 | 08/10/2012 | (5:1) Small Group (5:1) | - | Weekly | 30min. | Therapy Room |
| Speech/Language Therapy | herapy | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Therapy Room |
| Occupational Therapy Consultation | py Consultation | 09/05/2012 | 06/21/2013 | | - | Alternate months | 30 minutes | Across all academic settings |
| | | | | | | | | |

Grade: 11

DOB: 12/30/1995 (16:1)

AltID#:

Student: 'Board of Education Copy'

| Meeting Date 02/06/2012 | BOE Date 04/18/2012 | Committee / Reason Subcommittee on Special Education Annual Review | sson Special Education | c | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | nendation / School istrict(HPSD) | |
|--|--|--|--|---|-------------------------------|--|---|---|--|
| Recommended Program/Service Psychological Counseling Services Parent Counseling and Training Counseling-Social Skills Training | am/Service ing Services Training | Start Date 09/05/2012 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 06/21/2013 | Ratio Individual Individual Individual | Frequency 2 4 4 | Period Monthly Yearly Monthly | <u>Duration</u> 42min. 1hr. | Location Therapy Room/ Counselors Office Special Location Therapy Room/ Counselors Office | |

Rocky Point Union Free School District

| | | | | | | | | 04/24/2012, 11:33 am |
|------------------------------------|------------------------------------|---|--|-------------|-------------------------------|--------|---|--|
| Student: 'Board of Education Copy' | of Education Copy' | AltID#: | | DOB: | | Grac | Grade: 05 | |
| Meeting Date 03/23/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Education Initial Eligibility Determination Meeting | ason ecial Education termination Mee | ting | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School |
| Recommended F | Recommended Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class (Le | Special Class (Learning Lab - ELA) | 03/23/2012 | 06/22/2012 | 10:1 | - | Daily | 40min. | Classroom |
| Speech/Language Therapy | e Therapy | 03/23/2012 | 06/22/2012 | Small Group | 2 | Weekly | 30min. | Therapy Room or Classroom |

Rocky Point Union Free School District

| Student: 'Board of Education Copy' | Education Copy' | AltID#: | | DOB: | | Grade: 06 | 90 : | |
|------------------------------------|----------------------------|---|------------------------|-------------|-------------------------------|-----------|--|---|
| Meeting Date 03/23/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special E Annual Review | ason cial Education | | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point Middle School | Placement Recommendation / School Home Public School District(HPSD) Rocky Point Middle School |
| Recommended Program/Service | rogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teacher Services | er Services | 09/05/2012 | 06/21/2013 | Direct | 4 | Daily | 42min. | Classroom |
| Speech/Language Therapy | Therapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 42min. | Therapy Room or Classroom |

Rocky Point Union Free School District

04/20/2012, 9:42 am

| Student: 'Board of Education Copy' | Education Copy' | AHID#: | ٠ | DOB: | ! | Grade: 08 | 80 | |
|---|---------------------------|---|---------------------------------------|---------------------|-------------------------------|------------------|--|---|
| Meeting Date 03/23/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Education Manifestation Determination | ason ecial Education ermination | | Decision Classified | a. I & | lacement Recom ome Public School ocky Point Middle S | imendation / School District(HPSD) school |
| Recommended Program/Service Counseling - Psychological | ogram/Service ological | Start Date 01/31/2012 | End Date 06/22/2012 | Ratio Individual | Frequency 1 | Period Weekly | Duration 30min. | <u>Location</u> Counselor's Office |

| Student: 'Board of Education Copy' | Education Copy' | AHID#: | | DOB: | ¥7 4. | | Grade: 03 | |
|------------------------------------|----------------------------|---|--------------------------------------|-------------|-------------------------------|--------|---|--|
| Meeting Date 03/30/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Educat Reevaluation Review | ason Special Educati ew | LO. | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School |
| Recommended Program/Service | rogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class | | 12/07/2011 | 06/22/2012 | 15:1+1 | 9 | Daily | 40min. | Classroom |
| Occupational Therapy | ару | 03/30/2012 | 06/22/2012 | Small Group | 2 | Weekly | 30min. | Therapy Room or Classroom |

| Student: 'Board of Education Copy' | | AMD#: | DOB: | : | Grade: 03 | | |
|------------------------------------|----------------------------|---|-------|--------------------------|------------------------------------|--|----------------------------------|
| Meeting Date 03/30/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Education Initial Eligibility Determination Meeting | eting | Decision Classified N | Decision Classified No Services | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School | endation / School trict(HPSD) |
| Recommended Program/Service | ogram/Service | Start Date End Date | Ratio | Frequency | Period | Duration | Location |

| Student: 'Board of Education Copy' | Education Copy' | AHID#: | | DOB: ' | | | Grade: 05 | | [|
|---|--|--|---|--------------------------------|-------------------------------|---------------------------|--|--|---|
| Meeting Date 03/30/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Education Initial Eligibility Determination Me | ason cial Education termination Mee | ting | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School | nendation / School istrict(HPSD) | |
| Recommended Program/Service Consultant Teacher Services Counseling-Social Skills Training | ogram/Service Services Skills Training | Start Date 03/30/2012 03/30/2012 | End Date 06/22/2012 06/22/2012 | Ratio Direct Small Group | Frequency 4 | Period Daily Weekly | <u>Duration</u> 40min. 30min. | <u>Location</u> Classroom Counselor's Office/Classroor | |

Rocky Point Union Free School District

| Student: 'Board of Education Copy' | Education Copy' | AltID#: | | DOB: | | Grade: 05 | 05 | |
|-------------------------------------|------------------------|---|------------|-------------|-------------------------------|---|---|--|
| Meeting Date 03/30/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Education Annual Review | 77 | ucation | Decision Classified | Capacitan par na para capacitan para para para para para para para pa | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School |
| Recommended Program/Service | rogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teacher Services | r Services | 09/05/2012 | 06/21/2013 | Direct | 4 | Daily | 40min. | Classroom |
| Counseling-Social Skills Counseling | Skills Counseling | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Counselor's Office/Classroom |

Rocky Point Union Free School District

| Student: 'Board of Education Copy' | ation Copy' | AltID#: | | D0B: | | Gra | Grade: 10 | | |
|--|------------------------|---|--------------------------------------|------------------------------|-------------------------------|----------------------------|--|--|--|
| Meeting Date 03/30/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Parent Request | ason Special Educatio | LC. | Decision Classified | | Placement Recom BOCES Class in a Pu BOCES ES | Placement Recommendation / School BOCES Class in a Public School(BOCES-PSD) BOCES ES | |
| Recommended Program/Service Special Class Counseling - Psychological | n/Service al | Start Date 03/30/2012 03/30/2012 | End Date 06/22/2012 06/22/2012 | Ratio 8:1+1 Individual | Frequency 5 | Period Weekly Weekly | Duration 6hr. 30min. | <u>Location</u> Classroom Counselor's Office/Special | |

Committee Meeting Recommendations for Board of Education

| Student: 'Board of Education Copy' | Education Copy' | AltID#: | | DOB: | | Grade: | Grade: Ungraded | |
|------------------------------------|------------------------|--|--------------------------------|------------|-------------------------------|--------|---|-------------------------------------|
| Meeting Date 04/02/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | uo | Decision Classified | | Placement Recommendation / School Approved Private School - Day(APS-D) AHRC Suffolk-EduCare | endation / School I - Day(APS-D) |
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class | | 09/05/2012 | 06/21/2013 | 12:1+4 | 2 | Weekly | 5hr. 30min. | Classroom |
| Special Class | | 07/09/2012 | 08/17/2012 | 12:1+4 | 2 | Weekly | 5hr. 30min. | Classroom |
| Occupational Therapy | yqr | 09/05/2012 | 06/21/2013 | Individual | က | Weekly | 30min. | AHRC Educare Center |
| Vision Services | | 09/05/2012 | 06/21/2013 | Individual | 2 | Weekly | 30min. | AHRC Educare Center |
| Skilled Nursing Services | vices | 09/05/2012 | 06/21/2013 | Individual | - | Daily | 15min. | Nurse's Office |
| Speech/Language Therapy | Therapy | 09/05/2012 | 06/21/2013 | Individual | က | Weekly | 30min. | AHRC Educare Center |
| Physical Therapy | i) | 09/05/2012 | 06/21/2013 | Individual | က | Weekly | 30min. | AHRC Educare Center |
| Skilled Nursing Services | vices | 07/09/2012 | 08/17/2012 | Individual | - | Daily | 15min. | Nurse's Office |
| Occupational Therapy | yqr | 07/09/2012 | 08/17/2012 | Individual | က | Weekly | 30min. | Therapy Room or Classroom |
| Physical Therapy | | 07/09/2012 | 08/17/2012 | Individual | က | Weekly | 30min. | Therapy Room or Classroom |
| Vision Services | | 07/09/2012 | 08/17/2012 | Individual | 2 | Weekly | 30min. | Therapy Room or Classroom |
| Speech/l anguage Therapy | Therapy | 07/09/2012 | 08/17/2012 | Individual | 3 | Weekly | 30min. | Therapy Room or Classroom |

04/25/2012, 7:54 am

Rocky Point Union Free School District

| Student: 'Board of Education Copy' | Education Copy' | Student: 'Board of Education Copy' AktiD#: | | DOB: | • | Grade: 05 | | |
|--|------------------------|--|----------------------------------|---------------|-------------------------------|-----------------|--|------------------------------|
| Meeting Date 04/02/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Education | н | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School | dation / School it(HPSD) |
| Recommended Program/Service Special Class | rogram/Service | Start Date 09/05/2012 | End Date 06/21/2013 | Ratio 15:1 | Frequency 6 | Period Daily | <u>Duration</u> 40min. | <u>Location</u> Classroom |

| Student: 'Board of Education Copy' | ducation Copy | AltID#: | | DOB: | | Gra | Grade: 05 | |
|---|----------------------------|--|--------------------------------------|-------------------------|-------------------------------|--------------------------|---|---|
| Meeting Date 04/02/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educatio | uc. | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Ione Public School District(HPSD) oseph A. Edgar School |
| Recommended Program/Service Consultant Teacher Services Special Class | gram/Service Services | Start Date 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 | Ratio Direct 15:1 | Frequency 1 5 | Period Daily Daily | Duration 40min. 40min. | Location Classroom Classroom |

| BOE Date Committee / Reason Decision Placement Recommend 05/15/2012 Subcommittee on Special Education Classified Home Public School District Program/Service Annual Review End Date Ratio Frequency Period Home Public School District Program/Service Start Date End Date Ratio Frequency Period A0min. C g and Training 09/05/2012 06/21/2013 Individual 4 Yearly 30min. C 3 Kills Training 09/05/2012 06/21/2013 Small Group 2 Weekly 30min. 1 4 Therapy 09/05/2012 06/21/2013 Small Group 2 Weekly 30min. 1 rapy 09/05/2012 06/21/2013 Individual 4 Yearly 30min. 1 | Student: 'Board of Education Copy' | f Education Copy | ANID#: | | DOB: 1 | | Ğ | Grade: 05 | | |
|---|------------------------------------|----------------------------|--|--------------------------------|-------------|-------------------------------|--------|--|---|---|
| Start Date End Date Ratio Frequency Period Duration I 09/05/2012 06/21/2013 15:1 6 Daily 40min. C 09/05/2012 06/21/2013 Individual 4 Yearly 30min. C 09/05/2012 06/21/2013 Small Group 1 Weekly 30min. T 09/05/2012 06/21/2013 Small Group 2 Weekly 30min. T 09/05/2012 06/21/2013 Small Group 2 Weekly 30min. T 09/05/2012 06/21/2013 Individual 4 Yearly 30min. T | Meeting Date 04/02/2012 | BOE Date 05/15/2012 | Committee / Re Subcommittee on Annual Review | ason Special Educati | uo | Decision Classified | | Placement Recom Home Public School I Joseph A. Edgar Sch | mendation / School District(HPSD) ool | |
| 09/05/2012 06/21/2013 15:1 6 Daily 40min. C 09/05/2012 06/21/2013 Individual 4 Yearly 30min. 5 09/05/2012 06/21/2013 Small Group 1 Weekly 30min. 7 09/05/2012 06/21/2013 Small Group 2 Weekly 30min. 7 09/05/2012 06/21/2013 Small Group 2 Weekly 30min. 7 09/05/2012 06/21/2013 Individual 4 Yearly 30min. 7 | Recommended F | Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| 09/05/2012 06/21/2013 Individual 4 Yearly 30min. 5 09/05/2012 06/21/2013 Small Group 1 Weekly 30min. 0 09/05/2012 06/21/2013 Small Group 2 Weekly 30min. 1 09/05/2012 06/21/2013 Small Group 2 Weekly 30min. 1 09/05/2012 06/21/2013 Individual 4 Yearly 30min. 1 | Special Class | | 09/05/2012 | 06/21/2013 | 15:1 | 9 | Daily | 40min. | Classroom | - |
| 09/05/2012 06/21/2013 Small Group 1 Weekly 30min. C 09/05/2012 06/21/2013 Small Group 2 Weekly 30min. T 09/05/2012 06/21/2013 Small Group 2 Weekly 30min. T 09/05/2012 06/21/2013 Individual 4 Yearly 30min. T | Parent Counseling | g and Training | 09/05/2012 | 06/21/2013 | Individual | 4 | Yearly | 30min. | Special Location | |
| 09/05/2012 06/21/2013 Small Group 2 Weekly 30min. 1 09/05/2012 06/21/2013 Individual 4 Yearly 30min. 1 | Counseling-Social | I Skills Training | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Classroom/Counselors Office | |
| rapy 09/05/2012 06/21/2013 Small Group 2 Weekly 30min. 1 09/05/2012 06/21/2013 Individual 4 Yearly 30min. 1 | Speech/Language | • Therapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Therapy Room or Classroom | |
| 09/05/2012 06/21/2013 Individual 4 Yearly 30min. | Occupational The | rapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Therapy Room or Classroom | |
| | Hearing Services | | 09/05/2012 | 06/21/2013 | Individual | 4 | Yearly | 30min. | Therapy Room or Classroom | - |

| Student: 'Board of Education Copy' | Student: 'Board of Education Copy' | AltiD#: | | DOB: | | Grade: 05 | : 05 | |
|---|------------------------------------|--|--------------------------------------|------------------------------|-------------------------------|---------------------------|--|--|
| Meeting Date 04/02/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | sason Special Educati | uo | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School | endation / School strict(HPSD) |
| Recommended Program/Service Special Class Speech/Language Therapy | ogram/Service Therapy | Start Date 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 | Ratio 15:1 Small Group | Frequency 6 2 | Period Daily Weekly | Duration 40min. 30min. | Location Classroom Therapy Room or Classroom |

| Student: 'Board of Education Copy' | ication Copy' | AltiD#: | | DOB: | | Grade: 05 | 90 | |
|---|----------------------------|--|--------------------------------------|--------------------------------|-------------------------------|---------------------------|---|--|
| Meeting Date 04/02/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special E Annual Review | sson Special Educati | u ₀ | Decision Classified | | Placement Recomme Home Public School Dis Joseph A. Edgar School | mendation / School bistrict(HPSD) |
| Recommended Program/Service Consultant Teacher Services Speech/Language Therapy | am/Service rivices | Start Date 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 | Ratio Direct Small Group | Frequency 4 | Period Daily Weekly | Duration 40min. 30min. | Location Classroom Therapy Room or Classroom |

| Studellt, boald of | Student: Board of Education Copy | AldD# | | noe: | | Grade: | 3 | |
|-----------------------------|--|--|-------------------------|-------------|-------------------------------|--------|--|--|
| Meeting Date 04/03/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | uo | Decision Classified | | Placement Recommendation / School BOCES Class(BOCES-SS) BOCES ES-Sayville Leaming Center | ndation / School SS) ming Center |
| Recommended Program/Service | rogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class (Sa) | Special Class (Sayville Academic Center) | 09/05/2012 | 06/21/2013 | 8:1+1 | - | Daily | 6hr. | Classroom |
| Special Class (Sa) | Special Class (Sayville Academic Center) | 07/02/2012 | 08/10/2013 | 8:1+1 | - | Daily | 6hr. | Special Class |
| Counseling | | 09/05/2012 | 06/21/2013 | Individual | 2 | Weekly | 30min. | Across All Educational Settings |
| Counseling | | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Across All Educational Settings |
| Speech/Language Therapy | Therapy | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Across All Educational Settings |
| Speech/Language Therapy | Therapy | 09/05/2012 | 06/21/2013 | Individual | 2 | Weekly | 30min. | Across All Educational Settings |
| Speech/Language Therapy | Therapy | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Counselor's Office/Classroom |
| Speech/Language Therapy | Therapy | 07/02/2012 | 08/10/2012 | Small Group | - | Weekly | 30min. | Across All Educational Settings |
| Counseling | | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Across All Educational Settings |
| Counseling | | 07/02/2012 | 08/10/2012 | Small Group | - | Weekly | 30min. | Across All Educational Settings |
| Aide Shared 4:1 | | 07/02/2012 | 06/21/2013 | | - - | Daily | Throughout the | Special Class |

Rocky Point Union Free School District

| Student: 'Board of Education Copy' | ducation Copy | . AltiD#: | | DOB: | | Grade: 09 | 60 | |
|-------------------------------------|----------------------------|--|--------------------------------------|-------------|-------------------------------|-----------|--|---|
| Meeting Date 04/04/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Manifestation Determination | ason Special Educati imination | uo | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School |
| Recommended Program/Service | gram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class - Science | nce | 09/07/2011 | 06/22/2012 | 15:1 | - | Daily | 42min. | Classroom |
| Special Class (SC Health & Careers) | ealth & Careers) | 09/07/2011 | 06/22/2012 | 15:1 | - | Daily | 42min. | Classroom |
| Special Class - English | lsh | 09/07/2011 | 06/22/2012 | 15:1 | - | Daily | 42min. | Classroom |
| Special Class - Math | | 09/07/2011 | 06/22/2012 | 15:1 | - | Daily | 42min. | Classroom |
| Special Class - Social Studies | al Studies | 09/07/2011 | 06/22/2012 | 15:1 | - | Daily | 42min. | Classroom |
| Counseling - Psychological | ological | 09/07/2011 | 06/22/2012 | Small Group | - | Weekly | 30min. | Counselor's Office/Special |

| Student: 'Board of Education Copy' | Education Copy' | AltID#: | | DOB: | i | Gra | Grade: 09 | |
|------------------------------------|------------------------|--|--------------------------------|------------|-------------------------------|--------|--|---|
| Meeting Date 04/04/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | uo | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School Iome Public School District(HPSD) Socky Point High School |
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class - English | lish | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom |
| Special Class - Social Studies | ial Studies | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom |
| Special Class - Science | nce | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom |
| Special Class - Math | 4 | 09/05/2012 | 06/21/2013 | 15:1 | ~ | Daily | 42min. | Classroom |
| Hearing Services | | 09/05/2012 | 06/21/2013 | Individual | 4 | Weekly | 42min | Therapy Room or Classroom |

| Student: 'Board of Education Copy' | Education Copy' | AltID#: | | DOB: | ï | Gra | Grade: 08 | |
|-------------------------------------|------------------|------------------------------------|-------------------|--------|------------|--------|--|-----------------------------------|
| Meeting Date | BOE Date | Committee / Reason | ason | | Decision | | Placement Recom | Placement Recommendation / School |
| 04/04/2012 | 05/15/2012 | Subcommittee on S Annual Review | Special Education | uoi | Classified | | Home Public School District(HPSD) Rocky Point Middle School | District(HPSD) chool |
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class (Learning Lab - ELA) | ning Lab - ELA) | 09/05/2012 | 06/21/2013 | 15:1 | • | Daily | 42min. | Classroom |
| Special Class (Learning Lab - Math) | ming Lab - Math) | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom |
| Consultant Teacher Services | · Services | 09/05/2012 | 06/21/2013 | Direct | 4 | Daily | 42min. | Classroom |

| Student: 'Board of Education Copy' | Education Copy' | AltID#: | | DOB: | * | Gra | Grade: 09 | |
|------------------------------------|----------------------------|--|-----------------------------------|-------|-------------------------------|--------|--|--|
| Meeting Date 04/04/2012 | BOE Date 04/04/2012 | Committee / Reason Subcommittee on Special Education Annual Review | eason n Special Educati | uo | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School forme Public School District(HPSD) socky Point High School |
| Recommended Program/Service | gram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class - Social Studies | al Studies | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom |
| Special Class - English | lish | 09/05/2012 | 06/21/2013 | 15:1 | ~ | Daily | 42min. | Classroom |
| Special Class - Science | nce | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom |
| Special Class - Math | | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom |

| 7 | | | |
|--|---------------------------|---------------------------|---------------------------|
| Classroom | Therapy Room or Classroom | Therapy Room or Classroom | Therapy Room or Classroom |
| 2hr. 30min. | 42min. | 42min. | 30min. |
| Daily | Weekly | Weekly | Weekly |
| - | 2 | - | 2 |
| 12:1+1 | Small Group | Individual | Small Group |
| 08/10/2012 | 06/21/2013 | 06/21/2013 | 08/10/2012 |
| 07/02/2012 | 09/05/2012 | 09/05/2012 | 07/02/2012 |
| Special Class (Summer Half-Day (9010)) | Speech/Language Therapy | Speech/Language Therapy | Speech/Language Therapy |

| Student: 'Board of Education Copy' | Education Copy | AltID#: | | DOB: | | Gra | Grade: 07 | |
|------------------------------------|----------------------------|---|--------------------------------|-------|------------|--------|--|-----------------------------------|
| Meeting Date | BOE Date | Committee / Rea | leason | | Decision | | Placement Recomi | Placement Recommendation / School |
| 04/04/2012 | 05/15/2012 | Subcommittee on Special Education Reevaluation/Annual Review | Special Educativ Jal Review | 5 | Classified | | Home Public School District(HPSD) Rocky Point Middle School | District(HPSD) chool |
| Recommended P | ecommended Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class | | 09/05/2012 | 06/21/2013 | 15:1 | 2 | Daily | 42min. | Classroom |

| Student: 'Board of Education Copy' | ation Copy' | AltID#: | | DOB: | G O | Gra | Grade: 09 | |
|------------------------------------|--|---|---|--------|-------------------------------|--------|--|--|
| Meeting Date 04/04/2011 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Edi Reevaluation/Annual Review | ason Special Education ual Review | uo | Decision Classified | _ | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Vacement Recommendation / School Iome Public School District(HPSD) Iocky Point High School |
| Recommended Program/Service | m/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Iltant Teacher Sen | Consultant Teacher Services (CTD English) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Itant Teacher Sen | Consultant Teacher Services (CTD Science) | 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Itant Teacher Sen | Consultant Teacher Services (CTD Social Studies) |) 09/05/2012 | 06/21/2013 | Direct | - | Daily | 42min. | Classroom |
| Special Class - Math | | 09/05/2012 | 06/21/2013 | 15:1 | - | Daily | 42min. | Classroom |

| Student: 'Board of Education Copy' | Education Copy' | AND#: | | DOB: 71. | 41 | Grade | Grade: 09 | | |
|--|--|---|--|---------------------------|-------------------------------|-----------------------------------|--|--|--|
| Meeting Date 04/04/2012 | BOE Date C 05/15/2012 St | Committee / Reason Subcommittee on Special Education Reevaluation/Annual Review | Reason on Special Educati nnual Review | Б | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | lacement Recommendation / School Iome Public School District(HPSD) Iocky Point High School | |
| Recommended Program/Service Consultant Teacher Services (CTD Consultant Teacher Services (CTD Consultant Teacher Services (CTD | Recommended Program/Service Consultant Teacher Services (CTD English) Consultant Teacher Services (CTD Social Studies) Consultant Teacher Services (CTD Science) | Start Date 09/05/2012 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 06/21/2013 | Ratio Direct Direct | Frequency 1 1 | Period Daily Daily Daily | Duration 42min. 42min. 42min. | Location Classroom Classroom Classroom | |

| | 06/21/2013 Direct | Daily | 42min. | Classroom |
|---|-------------------|-----------------|--------|-----------|
| Special Class (Learning Lab - ELA) 09/05/2012 06/21/2013 | 013 15:1 1 | Every Other Day | 42min. | Classroom |
| Special Class (Learning Lab - Math) 09/05/2012 06/21/2013 | 013 15:1 1 | Every Other Day | 42min. | Classroom |

| | Student: 'Board of Education Copy' | AltiD#: | | . DOB: | | Gra | Grade: 05 | | |
|---|--|--|---------------------------|-----------------|-------------------------------|-----------------|--|------------------------------|--|
| Meeting Date 04/04/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Speci Annual Review | ason Special Education | ио | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School | ndation / School | |
| Recommended Program/Se Consultant Teacher Services | Recommended Program/Service Consultant Teacher Services | Start Date 09/05/2012 | End Date 06/21/2013 | Ratio Direct | Frequency 4 | Period Daily | Duration 40min. | <u>Location</u> Classroom | |

| Student: 'Board of Education Copy' | lucation Copy | AftID#: | | DOB: | | Gra | Grade: 04 | | , |
|---|---|--|--------------------------------------|--------------------------------|-------------------------------|---------------------------|---|---|---|
| Meeting Date 04/04/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Speci Annual Review | ason Special Education | u. | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | nendation / School istrict(HPSD) | · |
| Recommended Program/Service Consultant Teacher Services Speech/Language Therapy | <u>iram/Service</u> ervices erapy | Start Date 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 | Ratio Direct Small Group | Frequency 4 | Period Daily Weekly | <u>Duration</u> 40min. 30min. | <u>Location</u> Classroom Therapy Room or Classroom | |

| Student: 'Board of Education Copy' | Education Copy' | AltiD#: | | DOB: | | Gr | Grade: 05 | |
|---|-------------------------------------|---|--------------------------------------|--------------------------------|-------------------------------|---------------------------|---|--|
| Meeting Date 04/04/2012 | BOE Date | Committee / Reason Subcommittee on Special E. Annual Review | ason Special Educati | Б | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Home Public School District(HPSD) loseph A. Edgar School |
| Recommended Program/Service Consultant Teacher Services Speech/Language Therapy | ogram/Service Services herapy | Start Date 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 | Ratio Direct Small Group | Frequency 4 | Period Daily Weekly | Duration 40min. 30min. | <u>Location</u> Classroom Therapy Room or Classroom |

| : 'Board of Education Copy' AffiD#: | DOB: | Grade: 05 | |
|-------------------------------------|------|-----------|--|
|-------------------------------------|------|-----------|--|

| Meeting Date | ROE Date | Committee / Rez | eason | | Decision | ************************************** | Placement Recomme | nendation / School | _ |
|-----------------------------|-------------|--|-------------------|-------------|------------|--|-------------------|---------------------------|---|
| 04/04/2012 | 05/15/2012 | Subcommittee on Special Educa Annual Review | Special Education | LC. | Classified | | | rict(HPSD) | |
| ecommended Program/Service | ram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Consultant Teacher Services | ervices | 09/07/2012 | 06/21/2013 | Direct | 4 | Daily | | Classroom | |
| speech/Language Therapy | erapy | 09/07/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Therapy Room or Classroom | - |

.

| Student: 'Board of Education Copy' | cation Copy | AMD#: | | DOB: | W w | Grad | Grade: 05 | | |
|---|--------------------------------|--|--------------------------------------|--------------------------------|-------------------------------|---------------------------|---|---|--|
| Meeting Date 04/04/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special E Annual Review | ason Special Educatio | E | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School fome Public School District(HPSD) oseph A. Edgar School | |
| Recommended Program/Service Consultant Teacher Services Speech/Language Therapy | am/Service ervices rrapy | Start Date 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 | Ratio Direct Small Group | Frequency 4 2 | Period Daily Weekly | Duration 40min. 30min. | <u>Location</u> Classroom Therapy Room or Classroom | |

| Student: 'Board of Education Copy' | Education Copy' | AltID#: | | D0B: | | | Grade: 03 | * |
|--|-------------------------------|--|---------------------------|-----------------|-------------------------------|-----------------|---|--|
| Meeting Date 04/16/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Education | | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School fome Public School District(HPSD) loseph A. Edgar School |
| Recommended Program/Service Consultant Teacher Services | rogram/Service er Services | Start Date 09/05/2012 | End Date 06/21/2013 | Ratio Direct | Frequency 4 | Period Daily | <u>Duration</u> 40min. | <u>Location</u> Classroom |

| Student: 'Board of Education Copy' | cation Copy' | AltID#: | | DOB: | : | Grade: 01 | 01 | |
|---|----------------------------|--|---------------------------------|----------------------|-------------------------------|------------------|---|--|
| Meeting Date 04/16/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educatio | 5 | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Frank J. Carasiti Elem. | endation / School trict(HPSD) |
| Recommended Program/Service Occupational Therapy | ım/Service | Start Date 09/05/2012 | End Date 06/21/2013 | Ratio Small Group | Frequency 1 | Period Weekly | Duration 30min. | <u>Location</u> Therapy Room or Classroom |

| | Meeting Date BOE Date 04/16/2012 05/15/2012 | Committee / Reason Subcommittee on Speci | ason Special Education | 5 | Decision Classified | and children deposits a parameter of | Grade: US Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School forme Public School District(HPSD) |
|-----------------------------|---|---|---------------------------|-------------|-------------------------------|--------------------------------------|--|--|
| Drogram | Consise | ote C tres | End Date | Ratio | Fraguency | Deriod | Duration | - |
| rrograi | Kecommended Program/Service | Start Date | Eug Date | LARIO | Lieducicy | DOLLA | Duration | Location |
| Consultant Teacher Services | ices | 09/05/2012 | 06/21/2013 | Direct | 4 | Daily | 40min. | Classroom |
| Speech/Language Therapy | ٨٥ | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Therapy Room or Classroom |

| Student: 'Board of Education Copy' | Education Copy | AHD#: | D0B: | Grade: 03 |
|------------------------------------|----------------|-----------------------------------|------------|-----------------------------------|
| Meeting Date | BOE Date | Committee / Reason | Decision | Placement Recommendation / School |
| 04/16/2012 | 05/15/2012 | Subcommittee on Special Education | Classified | Home Public School District(HPSD) |
| | | Annual Review | | Joseph A. Edgar School |
| ***** | | | | |

| The state of the s | | 1 | | | | | The state of the second |
|--|------------|-----------------|-------------|-----------|--------|-----------------|--|
| Recommended Program/Service | Start Date | End Date | Ratio Freq | Frequency | Period | Period Duration | Location |
| Consultant Teacher Services | 09/05/2012 | 06/21/2013 | Direct | 4 | Daily | 40min. | |
| Speech/Language Therapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | |
| | | | | | | | |

| Student: 'Board of Education Copy' | ducation Copy | AHID#: | | DOB: | | Grac | Grade: 03 | |
|--|------------------------------------|--|--|---|-------------------------------|----------------------------------|---|--|
| Meeting Date 04/16/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | uo | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Home Public School District(HPSD) loseph A. Edgar School |
| Recommended Program/Service Consultant Teacher Services Speech/Language Therapy Occupational Therapy Shared Aide | gram/Service Services herapy | Start Date 09/05/2012 09/05/2012 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 06/21/2013 06/21/2013 | Ratio Direct Small Group Small Group | Frequency 4 3 1 | Period Daily Weekly Weekly Daily | Duration 40min. 30min. 30min. | Location Classroom Therapy Room or Classroom Therapy Room or Classroom Classroom |

| Student: 'Board of Education Copy' | f Education Copy | AltID#: | | DOB: | | Gra | Grade: 03 | |
|--|--|--|--------------------------------|----------------------|-------------------------------|------------------|--|--|
| Meeting Date 04/16/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | u, | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Frank J. Carasiti Elem. | Placement Recommendation / School fome Public School District(HPSD) rank J. Carasiti Elem. |
| Recommended Program/S Speech/Language Therapy | Recommended Program/Service Speech/Language Therapy | Start Date 09/05/2012 | End Date 06/21/2013 | Ratio Small Group | Frequency 2 | Period Weekly | Duration 30min. | <u>Location</u> Therapy Room or Classroom |

Rocky Point Union Free School District

| Student: 'Board of Education Copy' | Education Copy' | AltID#: | | DOB: | | Grad | Grade: 02 | |
|------------------------------------|---|--|--------------------------------|---------------------|-------------------------------|------------------|---|---|
| Meeting Date 04/17/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | u. | Decision Classified | | Decision Placement Recommendation / School Classified Home Public School District(HPSD) Frank J. Carasiti Elem. | Placement Recommendation / School Home Public School District(HPSD) Frank J. Carasiti Elem. |
| Recommended P Physical Therapy | tecommended Program/Service hysical Therapy | Start Date 09/07/2011 | End Date 06/22/2012 | Ratio Individual | Frequency 1 | Period Weekly | Duration 30min. | <u>Location</u> Therapy Room or Classroom |

| tudent: 'Board or | Student: 'Board of Education Copy' | AND#: | | D08: | | Gra | Grade: 03 | • |
|-----------------------------|------------------------------------|--|-------------------------|-------------|-------------------------------|--------|---|--|
| Meeting Date 04/17/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | LO | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School |
| Recommended Program/Service | rogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class | | 09/05/2012 | 06/21/2013 | 15:1 | 2 | Daily | 40min. | Classroom |
| Consultant Teacher Services | r Services | 09/05/2012 | 06/21/2013 | Direct | 2 | Daily | 40min. | Classroom |
| Occupational Therapy | apy | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Therapy Room or Classroom |
| Speech/Language Therapy | Therapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min | Therapy Room or Classroom |

| Student: 'Board of Education Copy' | Education Copy | AltID#: | | DOB: | | Grade | Grade: 03 | |
|--|----------------------------|---|--------------------------------------|-----------------|-------------------------------|--------------------------|---|--|
| Meeting Date 04/17/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Specia Annual Review | sson Special Education | Б. | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Iome Public School District(HPSD) Ioseph A. Edgar School |
| Recommended Program/Service Consultant Teacher Services Aide | ogram/Service Services | Start Date 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 | Ratio Direct | Frequency 4 6 | Period Daily Daily | Duration 40min. 40 minutes | Location Classroom Classroom |

| Student: 'Board of Education Copy' | ducation Copy | AltID#: | | DOB: | F v v | Gra | Grade: 03 | | | 1. |
|--|----------------------------|--|---------------------------------|-----------------|-------------------------------|-----------------|----------------------------|--|--|----|
| Meeting Date 04/17/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educatio | E | Decision Classified | | Placen Home F Joseph | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | lacement Recommendation / School tome Public School District(HPSD) oseph A. Edgar School | |
| Recommended Program/Service Consultant Teacher Services | gram/Service Services | Start Date 09/05/2012 | End Date 06/21/2013 | Ratio Direct | Frequency 4 | Period Daily | Ol 4 | Duration 40min. | <u>Location</u> Classroom | |

| | tudent: 'Board of Education Copy' | AltID#: | DOB: | Grade: 03 |
|--|-----------------------------------|---------|------|-----------|
|--|-----------------------------------|---------|------|-----------|

| Meeting Date 04/17/2012 | eeting Date BOE Date //7/2012 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ee / Reason ittee on Special Education iview | u u | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School | |
|------------------------------|---|--|--|-----------------|-------------------------------|-----------------|---|--|--|
| Recommended Program/Services | ogram/Service r Services | Start Date 09/05/2012 | End Date 06/21/2013 | Ratio Direct | Frequency 4 | Period Daily | Duration 40min. | <u>Location</u> Classroom | |

5.5

Rocky Point Union Free School District

| Student: 'Board of Education Copy' | Education Copy' | AItID#: | | DOB: | | Grade: | Grade: Ungraded | |
|------------------------------------|--|--|-------------------------|------------|-------------------------------|---------|---|---|
| Meeting Date 04/17/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | ы | Decision Classified | | Placement Recommendation / School Approved Private School - Residential(APS-R) Devereux | Indation / School - Residential(APS-R) |
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class | | 09/05/2012 | 06/21/2013 | 6:1+1 | 2 | Weekly | 6hr. 30min. | Classroom |
| Special Class | | 07/10/2012 | 08/20/2012 | 6:1+1 | - | Daily | 6hr. 30min. | Classroom |
| Individual Behavior | Individual Behavior Intervention Therapy | 09/05/2012 | 06/21/2013 | Individual | 2 | Monthly | 30min. | Therapy Room/ Counselors Office |
| Occupational Therapy | λdε | 09/05/2012 | 06/21/2013 | Individual | 2 | Weekly | 30min. | Therapy Room |
| Speech/Language Therapy | Therapy | 09/05/2012 | 06/21/2013 | Individual | 2 | Weekly | 30min. | Therapy Room |
| Occupational Therapy | λdε | 07/10/2012 | 08/20/2012 | Individual | 2 | Weekly | 30min. | Therapy Room or Classroom |
| Speech/Language Therapy | Therapy | 07/10/2012 | 08/20/2012 | Individual | 2 | Weekly | 30min. | Therapy Room |
| Individual Behavior | Individual Behavior Intervention Therapy | 07/10/2012 | 08/20/2012 | Individual | 2 | Monthly | 30min. | Counselor's Office/Special |

Rocky Point Union Free School District

| Student: 'Board of Education Copy' | Education Copy' | AltiD#: | | DOB: | | Gra | Grade: 03 | |
|-------------------------------------|----------------------------|--|--------------------------|-------------|-------------------------------|--------|--|---|
| Meeting Date 04/20/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educatio | L. | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School | nendation / School istrict(HPSD) ol |
| Recommended Program/Service | rogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teacher Services | er Services | 09/05/2012 | 06/21/2013 | Direct | 4 | Daily | 40min. | Classroom |
| Counseling-Social Skills Counseling | Skills Counseling | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Counselor's Office |
| Individual Aide | | 09/05/2012 | 06/21/2013 | | 9 | Daily | 40 minutes | classroom |

Committee Meeting Recommendations for Board of Education

0425/2012, 2:06 pm Placement Recommendation / School Classroom Classroom Location Home Public School District(HPSD) Rocky Point Middle School Duration 42min. 42min. Grade: 07 **Every Other Day** Every Other Day Period Decision Classified Frequency DOB: Ratio 15:1 15:1 Subcommittee on Special Education Reevaluation/Annual Review 06/21/2013 06/21/2013 **End Date** Committee / Reason 09/05/2012 09/05/2012 Start Date AltID#: Special Class - Math (Special Class Learning Lab - Math) **BOE Date** 05/15/2012 Student: 'Board of Education Copy' Recommended Program/Service Special Class - Language Arts **Meeting Date** 04/20/2012

| Student: 'Board of Education Copy' | Education Copy' | AltID#: | | DOB: | | Grade: 09 | 60 | | |
|------------------------------------|---|--|--------------------------|-------------|-------------------------------|-----------|--|--|---|
| Meeting Date 04/20/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educatio | Е. | Decision Classified | | Placement Recomr BOCES Class in a Put BOCES ES | Placement Recommendation / School BOCES Class in a Public School(BOCES-PSD) BOCES ES | |
| Recommended Program/Service | rogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Special Class | | 09/05/2012 | 06/21/2013 | 12:1+1 | - | Daily | 42min. | Classroom | - |
| Counseling - Psychological | hological | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | Counselor's Office/Special | |
| Counseling-Social Skills Training | Skills Training | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 42min. | Location Therapy Room/ Counselors | |
| Aide | | 09/05/2012 | 06/21/2013 | | - | Daily | 42 minutes | classroom | |
| Behavioral Interver | Behavioral Intervention Consultation for Team | 09/05/2012 | 06/21/2013 | | - | Monthly | 42 minutes | Special Location | |
| | | | | | | | | | |

| Student: 'Board of Education Copy | ducation Copy | AltID#: | | DOB: | · · · · · · · · · · · · · · · · · · · | Grade: | : 07 | | |
|--|----------------------------|--|--------------------------|------------------------|---------------------------------------|-----------------|--|--|--|
| Meeting Date 04/20/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educatio | | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point Middle School | mendation / School District(HPSD) School | |
| Recommended Program/Service Consultant Teacher Services | gram/Service Services | Start Date 09/05/2012 | End Date 06/21/2013 | <u>Ratio</u> Direct | Frequency 4 | Period Daily | Duration 42min. | <u>Location</u> Classroom | |

| | Placement Recommendation / School Home Public School District(HPSD) Socky Point Middle School | <u>Location</u> Classroom Therapy Room or Classroom |
|------------------------------------|---|---|
| 77 | Placement Recommendation / Home Public School District(HPSD) Rocky Point Middle School | Duration 42min. 42min. |
| Grade: (| ₽ 88 | Period Every Other Day Weekly |
| - Transition (1971) | Decision Classified | Frequency 1 2 |
| DOB: | ion | Ratio 15:1 Small Group |
| | s ason Special Educat ual Review | End Date 06/21/2013 06/21/2013 |
| AltID#: | Committee / Reason Subcommittee on Special Education Reevaluation/Annual Review | Start Date 09/05/2012 09/05/2012 |
| Education Copy' | BOE Date 05/15/2012 | rogram/Service |
| Student: 'Board of Education Copy' | Meeting Date 04/20/2012 | Recommended Program/Service Special Class (Leaming Lab - ELA) Speech/Language Therapy |

| 10.049 | | |
|------------------------------------|---|--|
| | | |
| | lendation / School strict(HPSD) | <u>Location</u> Classroom Classroom |
| | Placement Recommendation / School Home Public School District(HPSD) Rocky Point Middle School | Duration 42min. 42min. |
| Grade: 07 | E I E | Period Weekly Every Other Day |
| • | Decision Classified | Frequency 1 |
| DOB: | ation | Ratio 15:1 |
| | eason n Special Educa nual Review | End Date 06/21/2013 06/21/2013 |
| AltiD#: | Committee / Reason Subcommittee on Special Education Reevaluation/Annual Review | Start Date 09/05/2012 09/05/2012 |
| Education Copy' | BOE Date 05/15/2012 | ogram/Service ning Lab - Math) ning Lab - ELA) |
| Student: 'Board of Education Copy' | Meeting Date 04/20/2012 | Recommended Program/Service Special Class (Learning Lab - Math) Special Class (Learning Lab - ELA) |

| Student: 'Board of Education Copy' | AldD#: | | = DOB; | | Grade: 07 | |
|--|--|---|-------------------------------------|----------------------------|--|--|
| Meeting Date BOE Date 04/20/2012 05/15/2012 | | Committee / Reason Subcommittee on Special Education Reevaluation/Annual Review | Decision Classified | Decision | Placement Recommendation / Home Public School District(HPSD) Rocky Point Middle School | lacement Recommendation / School tome Public School District(HPSD) cocky Point Middle School |
| Recommended Program/Service Special Class (Leaming Lab - Math) Special Class (Leaming Lab - ELA) | Start Date 09/05/2012 09/05/2012 | End Date R 06/21/2013 11 06/21/2013 11 | Ratio Frequency 15:1 1 15:1 1 | y Period Daily Daily | <u>Duration</u> 42min. 42min. | <u>Location</u> Classroom Classroom |

| Student: 'Board of Education Copy | cation Copy | AldD#: | | DOB: | ATTENDED TO SERVICE AND ASSESSMENT OF THE PERSON OF THE PE | Grade: 0 | 7 | | |
|--|---|--|--|--------------------------------------|--|---|---|--|--|
| Meeting Date 04/20/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Educati Annual Review | ison Special Educati | L. | Decision Classified | Pla Hor Roc | Placement Recommendation / School Home Public School District(HPSD) Rocky Point Middle School | ndation / School nict(HPSD) iol | |
| Recommended Program/Service Special Class (Learning Lab - Math) Special Class (Learning Lab - ELA) Speech/Language Therapy | m/Service Lab - Math) Lab - ELA) apy | Start Date 09/05/2012 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 06/21/2013 | Ratio 15:1 15:1 Small Group | Frequency 1 1 2 | Period Every Other Day Every Other Day Weekly | Duration 42min. 42min. 42min. | <u>Location</u> Classroom Classroom Therapy Room or Classroom | |

| 424 | | |
|------------------------------------|---|--|
| | | |
| | Placement Recommendation / School Home Public School District(HPSD) Rocky Point Middle School | <u>Location</u> Classroom Classroom |
| 07 | Placement Recommendation / Home Public School District(HPSD) Rocky Point Middle School | Duration 42min. 42min. |
| Grade: | ਦ | Period Every Other Day Every Other Day |
| | Decision Classified | Frequency 1 |
| DOB: | E . | Ratio 15:1 15:1 |
| | ason Special Educatio | End Date 06/21/2013 06/21/2013 |
| AltID#: | Committee / Reason Subcommittee on Special Education Annual Review | Start Date 09/05/2012 09/05/2012 |
| Student: 'Board of Education Copy' | BOE Date 05/15/2012 | Recommended Program/Service Special Class (Learning Lab - Math) Special Class (Learning Lab - ELA) |
| Student: 'Board | Meeting Date 04/20/2012 | Recommended Special Class (L. Special Class (L. |

Committee Meeting Recommendations for Board of Education

| Student: 'Board of Education Copy' | Education Copy' | AND#: | | DOB: | | Grac | Grade: 01 | | |
|------------------------------------|----------------------------|--|--------------------------------|-------------|-------------------------------|--------|--|---|--|
| Meeting Date 04/23/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | uo | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Frank J. Carasiti Elem. | Placement Recommendation / School Home Public School District(HPSD) Frank J. Carasiti Elem. | |
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Speech/Language Therapy | Therapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Therapy Room | |
| Occupational Therapy | ф | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Therapy Room | |
| Student: 'Board of Education Copy' | Education Copy' | AltD#: | | DOB: | | Grac | Grade: 03 | | |
| Meeting Date 04/23/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | noi | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School | |

| Student: 'Board of Education Copy' | ucation Copy' | AltID#: | | DOB: | | Grade: 02 | 02 | |
|--|--------------------------------------|--|--|--------------------------------------|-------------------------------|----------------------------|--|--|
| Meeting Date 04/23/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | и | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Frank J. Carasiti Elem. | Placement Recommendation / School Home Public School District(HPSD) Frank J. Carasiti Elem. |
| Recommended Program/Service Consultant Teacher Services Speech/Language Therapy Occupational Therapy Speech/Language Therapy | ram/Service ervices erapy r | Start Date 09/05/2012 09/05/2012 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 06/21/2013 06/21/2013 | Ratio Direct Small Group Small Group | Frequency 4 3 1 2 2 | Period Daily Weekly Weekly | Duration 40min. 30min. 30min. | Location Classroom Therapy Room or Classroom Therapy Room or Classroom Therapy Room or Classroom |

Location Classroom Counselor's Office

Duration

Frequency

Ratio 15:1

End Date

Start Date

Recommended Program/Service

Counseling - Psychological

Special Class

40min. 30min.

Period Daily Weekly

Small Group

06/21/2013 06/21/2013

09/05/2012 09/05/2012

| UUB: Grade: US | f: Grade: 03 | AltID#: | Student: 'Board of Education Copy' |
|----------------|--------------|---------|------------------------------------|
|----------------|--------------|---------|------------------------------------|

| Meeting Date 04/23/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | uo | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School |
|---------------------------------|-------------------------------|--|--------------------------------|-------------|-------------------------------|-----------|---|--|
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teacher Services | r Services | 09/05/2012 | 06/21/2013 | Direct | 4 | Daily | 40min. | Classroom |
| Speech/Language Therapy | Therapy | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | Therapy Room or Classroom |
| Speech/Language Therapy | Therapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Therapy Room or Classroom |
| Speech/Language The | arapy | 09/05/2012 | 06/21/2013 | Small Group | 5 | Weekly | 30min. | |
| Student Board of Education Cond | Education Conv | A#ID#: | | à | | Grade. 03 | . 03 | |

| Student: 'Board of Education Copy' | ucation Copy | AftiD#: | | DOB: | /a\ | Grade: 03 | 03 | |
|--|-------------------------------|--|--|---|-------------------------------|----------------------------|--|--|
| Meeting Date 04/23/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educatio | Ę | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School | endation / School trict(HPSD) |
| Recommended Program/Service Special Class Occupational Therapy Speech/Language Therapy Speech/Language Therapy | ram/Service erapy erapy | Start Date 09/05/2012 09/05/2012 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 06/21/2013 | Ratio 15:1 Small Group Small Group Individual | Frequency 6 6 2 2 2 2 2 | Period Daily Weekly Weekly | Duration 40min. 30min. 30min. | Location Classroom Therapy Room or Classroom Therapy Room or Classroom Therapy Room or Classroom |

Committee Meeting Recommendations for Board of Education

04/24/2012, 3:27 pm

| Student: 'Board of Education Copy' | ucation Copy' | AltID#: | | DOB: | | Grade: 06 | 90 | | |
|--|--|---|---|-----------------------|-------------------------------|--|---|---|--|
| Meeting Date 04/23/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Reevaluation/Annual Review | ason Special Educatio ual Review | E | Decision Classified | ä 98 | Placement Recommendation / School Home Public School District(HPSD) Rocky Point Middle School | endation / School rrict(HPSD) | |
| Recommended Program/Service Special Class - Math (Leaming Lab - Math) Special Class - Language Arts (Special Cla Leaming Lab - ELA) | Recommended Program/Service Special Class - Math (Leaming Lab - Math) Special Class - Language Arts (Special Class Leaming Lab - ELA) | Start Date 09/07/2011 09/07/2011 | End Date 06/22/2012 06/22/2012 | Ratio 15:1 15:1 | Frequency 1 1 | Period Every Other Day Every Other Day | Duration 42min. 42min. | <u>Location</u> Classroom Classroom | |

| | | | Ľ | | | | | | 04/24/2012, 3:26 pm | md |
|------------------------------------|-------------------|---|-------------------|-------------|-------------------------------|-----------|----------------------------|--|---------------------------|------|
| Student: 'Board of Education Copy' | f Education Copy | AltID#: | | DOB: | the state of the state of the | 3rade: 09 | 60 | | | 00 |
| Meeting Date | BOE Date | Committee / Reason | ason | | Decision | | Placement | Placement Recommendation / School | ion / School | |
| 04/23/2012 | 05/15/2012 | Subcommittee on Special Education Annual Review | Special Education | E | Classified | | Home Public Rocky Point | Home Public School District(HPSD) Rocky Point High School | PSD) | |
| | | | | | | | | | | |
| Recommended Program/Service | rogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | _, | -ocation | _ |
| Counseling-Social Skills Training | I Skills Training | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 42min. | | Therapy Room or Classroom | |
| Parent Counseling and Training | g and Training | 09/05/2012 | 06/21/2013 | Individual | 4 | Yearly | 30min. | | Special Location | 76.5 |
| | | | | | | | | | | |

| | Placement Recommendation / School fome Public School District(HPSD) tocky Point Middle School | <u>Location</u> Classroom | Classroom Therapy Room or Classroom |
|------------------------------------|---|--|--|
| 20 | Placement Recommendation / Home Public School District(HPSD) Rocky Point Middle School | Duration 42min. | 42min. 30min. |
| Grade: 07 | a 22 | Period Every Other Day | Every Other Day Weekly |
| | Decision Classified | Frequency 1 | 7 7 |
| DOB: | uo | Ratio 15:1 | 15:1 Small Group |
| | ason Special Educat | End Date 06/21/2013 | 06/21/2013 06/21/2013 |
| AHID#: | Committee / Reason Subcommittee on Special Education Annual Review | Start Date 09/05/2012 | 09/05/2012 09/05/2012 |
| Student: 'Board of Education Copy' | BOE Date 05/15/2012 | Recommended Program/Service Special Class - Language Arts (Learning Lab - | CLC) Special Class - Math (Leaming Lab - Math) Speech/Language Therapy |
| Student: 'Boar | Meeting Date 04/23/2012 | Recommende Special Class | Special Class - Math (Leam Speech/Language Therapy |

| | loc | | | |
|------------------------------------|---|-----------------------------|--|---|
| | Placement Recommendation / School dome Public School District(HPSD) Rocky Point Middle School | Location | <u>Location</u> Classroom | Location Classroom Classroom |
| Grade: 07 | Placement Recommendation / Home Public School District(HPSD) Rocky Point Middle School | Duration | Duration 42min. | <u>Duration</u> 42min. 42min. |
| 25 | | Period | Period Daily | Period Daily Daily |
| • | Decision Classified | Frequency | Frequency 1 | Frequency 1 3 |
| DOB: | Б | Ratio | Ratio 15:1 | Ratio 15:1 Direct |
| | ason Special Educati | End Date | End Date 06/21/2013 | End Date 06/21/2013 06/21/2013 |
| AltID#: | Committee / Reason Subcommittee on Special Education Annual Review | Start Date | Start Date 09/05/2012 | Start Date 09/05/2012 09/05/2012 |
| Student: 'Board of Education Copy' | BOE Date 05/15/2012 | Recommended Program/Service | Program/Service Math | Program/Service Math ther Services |
| Student: 'Board o | Meeting Date 04/23/2012 | Recommended | Recommended Pros Special Class - Math | Recommended Program/Se Special Class - Math Consultant Teacher Services |

| Student: 'Board of Education Copy' | cation Copy, | AltID#: | | BOB | | Grade: (| 7 | |
|---|---|---|---|-----------------------|-------------------------------|--|---|--------------------------------------|
| Meeting Date 04/24/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Educati Reevaluation/Annual Review | ason Special Educatic Jal Review | ц | Decision Classified | ≅ 88 | Placement Recommendation / School Home Public School District(HPSD) Rocky Point Middle School | ndation / School rict(HPSD) ol |
| Recommended Program/Service Special Class - Math (Learning Lab - Math) Special Class - English (Learning Lab - ELA) | am/Service .earning Lab - Math) (Learning Lab - ELA | Start Date 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 | Ratio 15:1 15:1 | Frequency 1 | Period Every Other Day Every Other Day | <u>Duration</u> 42min. 42min. | Location Classroom Classroom |

| Student: 'Board of Education Copy' | opy | AltID#: | | DOB: | | Grade: 07 | 7 | |
|--|--------------------|--|-------------------------|-------|-------------------------------|-----------------|---|---|
| Meeting Date BOE Date 04/23/2012 05/15/2012 |)ate 012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | LC. | Decision Classified | PI HO Ro | Placement Recommendation / School Home Public School District(HPSD) Rocky Point Middle School | endation / School trict(HPSD) ool |
| Recommended Program/Service | 윘 | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class - Language Arts (Leaming Lab - ELA) | eaming Lab - | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom |
| Special Class - Math (Learning Lab - Math) | ab - Math) | 09/05/2012 | 06/21/2013 | 15:1 | - | Every Other Day | 42min. | Classroom |
| 6 | (100111) | | 200 | 5 | | | (S) (S) | |

| Student: 'Board | Student: 'Board of Education Copy' | AltID#: | | D08: | | Gra | Grade: 03 | |
|----------------------------|------------------------------------|--|------------------------|---------------------|-------------------------------|--------|---|--|
| Meeting Date 04/24/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Educat Annual Review | ason cial Education | | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Macement Recommendation / School Iome Public School District(HPSD) oseph A. Edgar School |
| Recommended | Recommended Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class | vo Therany | 09/05/2012 | 06/21/2013 | 15:1 Small Groun | 9 " | Daily | 40min. | Classroom Therapy Room or Classroom |

| Student: 'Board of Education Copy' | ucation Copy | AHD#: | | DOB: | | Gra | Grade: 03 | P | |
|--|---------------------------------|--|--|--|-------------------------------|-------------------------------------|---|--|--|
| Meeting Date 04/24/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Speci Annual Review | eason Special Education | E | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Nacement Recommendation / School Ione Public School District(HPSD) oseph A. Edgar School | |
| Recommended Program/Service Consultant Teacher Services Counseling - Psychological Physical Therapy | ram/Service ervices gical | Start Date 09/05/2012 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 06/21/2013 | Ratio Direct Small Group Individual | Frequency 4 1 2 | Period Daily Weekly Weekly | Duration 40min. 30min. 30min. | Location Classroom Counselor's Office Therapy Room | |

| Student: 'Board of Education Copy' | py | AHID#: | | D08: | | Gra | Grade: 03 | |
|---|----|--|-------------------|----------------|-------------------------------|--------|---|---|
| Meeting Date BOE Date 04/24/2012 05/15/2012 | | Committee / Reason Subcommittee on Speci Annual Review | Special Education | u ₀ | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Home Public School District(HPSD) Oseph A. Edgar School |
| Recommended Program/Service | øΙ | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teacher Services | | 09/05/2012 | 06/21/2013 | Direct | 4 | Daily | 40min. | Classroom |
| Speech/Language Therapy | | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Therapy Room |
| Counseling - Psychological | | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Counselor's Office/Special Location |
| Parent Counseling and Training | | 09/05/2012 | 06/21/2013 | Individual | 4 | Yearly | 30min. | Counselor's Office/Special |
| | | | | | | | | Location |

| Student: 'Board of | Student: 'Board of Education Copy' | AltID#: | | DOB: | | Grac | Grade: 03 | | |
|---|--|--|--------------------------------------|--------------------------------|-------------------------------|---------------------------|---|---|---|
| Meeting Date 04/24/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Speci Annual Review | s ason Special Education | LO. | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Iome Public School District(HPSD) oseph A. Edgar School | |
| Recommended Program/Se Consultant Teacher Services Occupational Therapy | Recommended Program/Service Consultant Teacher Services Occupational Therapy | Start Date 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 | Ratio Direct Small Group | Frequency 4 2 | Period Daily Weekly | Duration 40min. 30min. | <u>Location</u> Classroom Therapy Room or Classroom | E |

| Student: 'Board of Education Copy' | Education Copy' | AKID#: | | DOB: | (a) a | Grade: 03 | e 03 | |
|------------------------------------|-----------------|-----------------------------------|-----------------|-------------|------------|-----------|---|----------------------------------|
| Meeting Date | BOE Date | Committee / Reasor | son | | Decision | | Placement Recom | facement Recommendation / School |
| 04/24/2012 | 05/15/2012 | Committee on Spe Annual Review | ecial Education | | Classified | | Home Public School District(HPSD Joseph A. Edgar School | District(HPSD) ool |
| Recommended Program/Service | rogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class | | 09/05/2012 | 06/21/2013 | 15:1 | 9 | Daily | 40min. | Classroom |
| Speech/Language Therapy | Therapy | 09/05/2012 | 06/21/2013 | Small Group | က | Weekly | 30min. | Therapy Room |

| ate | | Audir. | | | | פפ | Grade: 03 | |
|--|----------------------------|---|--|---|-------------------------------|----------------------------------|---|--|
| 7107/47/40 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Education Annual Review | ison cial Education | | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Home Public School District(HPSD) loseph A. Edgar School |
| Recommended Program/Service Special Class Consultant Teacher Services Occupational Therapy Speech/Language Therapy Shared Aide | Service | Start Date 09/05/2012 09/05/2012 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 06/21/2013 06/21/2013 | Ratio 15:1 Direct Small Group Small Group | Frequency 2 2 1 1 3 3 | Period Daily Daily Weekly Weekly | Duration 40min. 40min. 30min. 30min. | Location Classroom Classroom Therapy Room or Classroom Therapy Room or Classroom class |

Committee Meeting Recommendations for Board of Education

04/25/2012, 7:35 am Placement Recommendation / School Classroom Location Home Public School District(HPSD) Rocky Point High School Duration 42min. Grade: Every Other Day Period Decision Classified Frequency DOB: Ratio 15:1 Subcommittee on Special Education Annual Review 06/21/2013 **End Date** Committee / Reason 09/05/2012 Start Date AltiD#: Special Class - Math (Learning Lab - Math) **BOE Date** 05/15/2012 Student: 'Board of Education Copy' Recommended Program/Service Meeting Date 04/24/2012

| | Placement Recommendation / School Home Public School District(HPSD) Socky Point High School | Location Classroom Classroom |
|------------------------------------|---|--|
| 60 | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Duration 42min. 42min. |
| Grade: 09 | ⊆ | Period Every Other Day Every Other Day |
| | Decision Classified | Frequency 1 |
| DOB: | _ | Ratio 15:1 15:1 |
| A 32 | ason Special Educatio | End Date 06/21/2013 06/21/2013 |
| AltID#: | Committee / Reason Subcommittee on Special Education Annual Review | Start Date 09/05/2012 09/05/2012 |
| Student: 'Board of Education Copy' | BOE Date 05/15/2012 | Recommended Program/Service Special Class - Language Arts (Learning Lab - ELA) Special Class - Math (Learning Lab - Math) |
| Student: 'Board | Meeting Date 04/24/2012 | Recommender Special Class - ELA) Special Class - |

| | Placement Recommendation / School tome Public School District(HPSD) tocky Point High School | Location | Classroom | Classroom | Classroom | Classroom | Counselor's Office/Special Location |
|------------------------------------|---|-----------------------------|--|---|--|---|--|
| Grade: 09 | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Duration | 42min. | 42min. | 42min. | 42min. | 30min. |
| 4 | | Period | Daily | Daily | Daily | Daily | Weekly |
| 13.011 ACC | Decision Classified | Frequency | - | - | - | - | - |
| DOB: | _ | Ratio | Direct | Direct | Direct | Direct | Individual |
| | Committee / Reason Subcommittee on Special Education Annual Review | End Date | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 | 06/21/2013 |
| AltID#: | Committee / Reason Subcommittee on Speci Annual Review | Start Date | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 | 09/05/2012 |
| Student: 'Board of Education Copy' | Meeting Date BOE Date Co 04/24/2012 05/15/2012 Su An An | Recommended Program/Service | Consultant Teacher Services (CTD Math) | Consultant Teacher Services (CTD Science) | Consultant Teacher Services (CTD Social Studies) | Consultant Teacher Services (CTD English) | Counseling - Psychological |

| Student: 'Board of Education Copy' | lucation Copy' | AltID#: | | DOB: | | Grade: 09 | 6(| | П |
|---|--|--|---|-----------------------|-------------------------------|--|---|------------------------------------|---|
| Meeting Date 04/24/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | a son Special Educatio | _ | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | endation / School trict(HPSD) | |
| Recommended Program/Service Special Class - Math (Learning Lab Special Class - Language Arts (Lee ELA) | Recommended Program/Service Special Class - Math (Leaming Lab - Math) Special Class - Language Arts (Leaming Lab - ELA) | Start Date 09/05/2012 09/05/2012 | End <u>Date</u> 06/21/2013 06/21/2013 | Ratio 15:1 15:1 | Frequency 1 | Period Every Other Day Every Other Day | Duration 42min. 42min. | Location Classroom Classroom | |

| | | | | | | | | 0 | 04/25/2012, 7:24 am |
|----------------------------|--|--|--------------------------------------|-----------------------|------------------------------|--|--|---|---------------------|
| Student: | Student: 'Board of Education Copy' | AltiD#: | | DOB. | | Grade: (| 8(| | |
| Meeting Date 04/24/2012 | ate BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educatir | 5 | Decision Declassified | L 1 L | Placement Recommendation / Home Public School District(HPSD) Rocky Point Middle School | Placement Recommendation / School Iome Public School District(HPSD) socky Point Middle School | |
| Recomn Special (| Recommended Program/Service Special Class (Learning Lab - Math) Special Class (Learning Lab - ELA) | Start Date 10/13/2011 10/13/2011 | End Date 06/22/2012 06/22/2012 | Ratio 15:1 15:1 | Frequency 1 | Perlod Every Other Day Every Other Day | Duration 42min. 42min. | Location Classroom Classroom | |

| | Placement Recommendation / School Home Public School District(HPSD) Rocky Point Middle School | Location Classroom Classroom |
|------------------------------------|---|---|
| 98 | Placement Recommeno Home Public School Distric Rocky Point Middle School | Duration 42min. 42min. |
| Grade: 08 | L I L | Period Every Other Day Every Other Day |
| | Decision Declassified | Frequency 1 |
| DOB: | ю | Ratio 15:1 15:1 |
| | Committee / Reason Subcommittee on Special Education Annual Review | End Date 06/22/2012 06/22/2012 |
| AltID#: | Committee / Reason Subcommittee on Specie Annual Review | Start Date 09/07/2011 09/07/2011 |
| Student: 'Board of Education Copy' | BOE Date 05/15/2012 | Recommended Program/Service Special Class - Math (Special Class Leaming Lab - Math) Special Class - Language Arts (Special Class Leaming Lab - ELA) |
| Student: | Meeting Date 04/24/2012 | Recomm Special C Math) Special C Leaming |

Committee Meeting Recommendations for Board of Education

| Student: 'Board of Education Copy' | ducation Copy' | AltiD#: | | DOB: | | Grade: | Grade: Ungraded | |
|------------------------------------|----------------------------|---|--------------------------------|-------------|-------------------------------|--------|---|--|
| Meeting Date 04/26/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special E Reevaluation Review | ason ecial Education iew | | Decision Classified | | Placement Recommends Approved Private School - R. Mary Haven Center of Hope | Placement Recommendation / School Approved Private School - Residential(APS-R) Mary Haven Center of Hope |
| Recommended Program/Service | gram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class | | 09/07/2011 | 06/22/2012 | 12:1+2 | 9 | Daily | 42min. | Classroom |
| Special Class | | 07/05/2011 | 08/12/2011 | 12:1+1 | - | Daily | 2hr. 30min. | . Classroom |
| Occupational Therapy | , | 09/20/2011 | 06/22/2012 | Individual | - | Weekly | 42min. | Classroom |
| Speech/Language Therapy | herapy | 09/20/2011 | 06/22/2012 | Individual | 4 | Weekly | 42min. | Classroom |
| Physical Therapy | | 09/20/2011 | 06/22/2012 | Individual | 2 | Weekly | 42min. | Classroom |
| Speech/Language Therapy | herapy | 09/20/2011 | 06/22/2012 | Small Group | - | Weekly | 42min. | Classroom |
| Speech/Language Therapy | herapy | 07/05/2011 | 08/12/2011 | Individual | - | Weekly | Thr. | Home |
| Occupational Therapy | , | 07/05/2011 | 08/12/2011 | Individual | - | Weekly | 30min. | Classroom |
| Physical Therapy | | 07/05/2011 | 08/12/2011 | Individual | - | Weekly | 30min. | Classroom |
| Shared Aide | | 09/20/2011 | 06/22/2012 | | 9 | Daily | 42 minutes | S Classroom |

04/26/2012, 3:03 pm

| | situation poard of Education copy | AllaD#: | | nos: | 1 | Grade | Grade: 03 | |
|-----------------------------|-----------------------------------|--|-------------------------|-------------|-------------------------------|--------|---|--|
| Meeting Date 04/30/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | ason Special Educati | ю | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School |
| Recommended Program/Service | gram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teacher Services | Services | 09/05/2012 | 06/21/2013 | Direct | 4 | Daily | 40min. | Classroom |
| Speech/Language Therapy | nerapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Therapy Room or Classroom |
| Occupational Therapy | | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Therapy Room or Classroom |
| Shared Aide | i i | 09/05/2012 | 06/21/2013 | | က | Daily | 40 minutes | classroom |

| Student: 'Board of Education Copy' | Education Copy' | AHID#: | | D0B: | | Š | Grade: 03 | |
|--|--------------------------------------|---|--------------------------------------|--------------------------------|-------------------------------|---------------------------|---|--|
| Meeting Date 04/30/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Specia Annual Review | ason Special Educati | u ₀ | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Joseph A. Edgar School | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School |
| Recommended Program/Service Consultant Teacher Services Occupational Therapy | rogram/Service rr Services apy | Start Date 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 | Ratio Direct Small Group | Frequency 4 | Period Daily Weekly | Duration 40min. 30min. | <u>Location</u> Classroom Therapy Room or Classroom |

| Student: 'Board of Education Copy' | ucation Copy' | AltiD#: | | DOB: | 14 41 4444 | อี | Grade: 03 | TS-n |
|--|----------------------------|--|---------------------------------|-----------------|-------------------------------|-----------------|--|------------------------------|
| Meeting Date 04/30/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Annual Review | sson Special Educatio | | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School | dation / School ±(HPSD) |
| Recommended Program/Service Consultant Teacher Services | am/Service srvices | Start Date 09/05/2012 | End Date 06/21/2013 | Ratio Direct | Frequency 4 | Period Daily | Duration 40min. | <u>Location</u> Classroom |

| Therapy Room or Classroom |
|--|
| |
| 30min. |
| Weekly |
| - |
| Small Group |
| 06/21/2013 |
| 09/05/2012 |
| гару |
| Occupational Therapy |
| The first of the f |

| Edu | Student: 'Board of Education Copy' | AMD#: | | DOB: | | Grade: 03 | 03 | | |
|-----|--|--|--------------------------------|-----------------|-------------------------------|-----------------|--|------------------------------------|--|
| | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Educati Annual Review | ason Special Educati | 5 | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Joseph A. Edgar School | tendation / School strict(HPSD) | |
| Ser | Recommended Program/Service Consultant Teacher Services | Start Date 09/05/2012 | End Date 06/21/2013 | Ratio Direct | Frequency 4 | Period Daily | <u>Duration</u> 40min. | <u>Location</u> Classroom | |

Rocky Point Union Free School District

| Student: Board of | Education Copy' | ARID# | | DOB: | | Grad | e: 08 | | |
|-----------------------------|------------------------|--|----------------------|-------|-------------------------------|------------------------------------|---|---|--|
| Meeting Date 04/04/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Ed Amendment | son ial Education | | Decision Classified | Decision Classified No Services | Placement Recomine Home Instruction(HI) | Placement Recommendation / School Home Instruction(HI) Home | |
| Recommended Program/Service | rogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |

Committee Meeting Recommendations for Board of Education

| Meeting Date BOE 03/22/2012 05/15 | | AMD#: | | DOB: | | Gra | de: no | | |
|-----------------------------------|------------------------|--|--------------------------------|-------------|-------------------------------|--------|--|---|------|
| | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Amendment | sson Special Educati | Б | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point Middle School | Placement Recommendation / School Home Public School District(HPSD) Rocky Point Middle School | |
| Recommended Program/Service | /ice | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | - |
| Special Class | | 03/22/2012 | 06/22/2012 | 12:1+2 | - | Daily | 42min. | Classroom | |
| Special Class | | 03/22/2012 | 06/22/2012 | 15:1 | 2 | Daily | 42min. | Classroom | - |
| Special Class | | 03/22/2012 | 06/22/2012 | 12:1+2 | - | Daily | 42min. | Classroom | 7031 |
| Speech/Language Therapy | | 10/13/2011 | 06/24/2012 | Small Group | 2 | Weekly | 42min. | Therapy Room or Classroom | |
| Occupational Therapy | | 10/13/2011 | 06/22/2012 | Small Group | - | Weekly | 42min. | Therapy Room or Classroom | |
| Counseling - Psychological | | 10/13/2011 | 06/22/2012 | Individual | - | Weekly | 30min. | Counselor's Office/Special | |

| Student: Board of Education Copy' | ducation Copy' | AttID#: | 建 | . DOB: | | Grad | Grade: ≤ 01. | |
|-----------------------------------|------------------------|--|---------------------------------|-------------|-------------------------------|--------|---|-------------------------------------|
| Meeting Date 04/15/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Amendment | ason Special Educatic | g | Decision Classified | | Placement Recommendation / School Home Public School District(HPSD) Frank J. Carasiti Elem. | nendation / School istrict(HPSD) |
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teacher Services | Services | 09/07/2011 | 06/22/2012 | Direct | 4 | Daily | 40min. | Classroom |
| Occupational Therapy | ód | 09/07/2011 | 06/22/2012 | Small Group | - | Weekly | 30min. | Therapy Room or Classroom |
| Counseling - Psychological | ological | 09/07/2011 | 06/22/2012 | Small Group | - | Weekly | 30min. | Counselor's Office/Classroom |
| Parent Counseling and Training | and Training | 09/07/2011 | 06/22/2012 | Individual | 4 | Yearly | 30min. | Counselor's Office/Special |
| Speech/Language Therapy | hегару | 09/07/2011 | 06/22/2012 | Small Group | 8 | Weekly | 30min. | Therapy Room or Classroom |
| Speech/Feeding | | 04/15/2012 | 06/22/2012 | Individual | 2 | Weekly | 30min. | Ноте |
| Shared Aide | | 09/07/2011 | 06/22/2012 | | 9 | Daily | 42 minutes | through out the school day |
| Year | | | | | | | | |

Grade: 11

DOB:

AltiD#:

Student: 'Board of Education Copy'

| Meeting Date BOE 02/15/2012 05/15 | BOE Date Co 05/15/2012 Sul | Committee / Reason Subcommittee on Special Education Amendment - Agreement No Meetin | sson Special Educati ement No Mee | ging ging | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point High School | Placement Recommendation / School Home Public School District(HPSD) Rocky Point High School | |
|-----------------------------------|--------------------------------------|--|---|--------------|-------------------------------|--------|--|---|--|
| Recommended Program/Service | lice | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Special Class - Social Studies | | 09/07/2011 | 06/02/2012 | 15:1 | - | Daily | 42min. | Classroom | |
| Special Class - Science | | 09/07/2011 | 06/22/2012 | 15:1 | - | Daily | 42min. | Classroom | |
| Special Class - English | | 09/07/2011 | 06/22/2012 | 15:1 | - | Daily | 42min. | Classroom | |

| | ndation / School is) ning Center | Location Special Classes Classroom Therapy Room Therapy Room Counselor's Office Therapy Room Therapy Room Therapy Room Classroom |
|----------------------------------|---|--|
| Grade: Ungraded 😭 | Placement Recommendation / School BOCES Class(BOCES-SS) BOCES ES-Masera Learning Center | Duration Shr. 20min. Shr. 30min. 30min. 2hr. 30min. 2hr. 30min. Shrin. |
| Gra | | Period Daily Weekly Weekly Weekly Weekly Weekly Weekly |
| he continue of the | Decision Classified | Frequency 1 1 2 2 2 2 2 2 5 5 5 |
| DOB: | E | Ratio 8:1+2 8:1+2 Individual Individual Small Group Small Group Small Group Small Group |
| | sson Special Educati | End Date 06/22/2012 08/12/2011 06/22/2012 06/22/2012 06/22/2012 08/12/2011 08/12/2011 06/22/2012 |
| AltID#: | Committee / Reason Subcommittee on Special Education Amendment | Start Date 09/07/2011 07/05/2011 09/07/2011 09/07/2011 09/07/2011 07/05/2011 07/05/2011 |
| Student: Board of Education Copy | BOE Date 05/15/2012 | Recommended Program/Service Special Class Special Class Occupational Therapy Speech/Language Therapy Parent Counseling and Training Speech/Language Therapy Occupational Therapy Occupational Therapy Individual Aide |
| Student: 'Board o | Meeting Date 03/29/2012 | Recommended Program/Servi Special Class Special Class Occupational Therapy Speech/Language Therapy Speech/Language Therapy Parent Counseling and Training Speech/Language Therapy Occupational Therapy Speech/Language Therapy Individual Aide |

| Student: 'Board of Education Copy' | ducation Copy | AItID#: | | DOB: | The second secon | Gra | de: 02 | |
|---|--|---|--------------------------------------|-----------------------------|--|---------------------------|--|--|
| Meeting Date 04/16/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Educa Amendment | ason cial Education | | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Frank J. Carasiti Elem. | nendation / School istrict(HPSD) |
| Recommended Program/Service Special Class (Learning Lab - Math) Speech/Language Therapy | gram/Service ning Lab - Math) herapy | Start Date 04/16/2012 01/23/2012 | End Date 06/22/2012 06/22/2012 | Ratio 8:1 Small Group | Frequency 1 2 | Period Daily Weekly | Duration 40min. 30min. | Location Classroom Therapy Room or Classroom |

| 04/03/2012 | BOE Date 05/15/2012 | Committee / Reason Subcommittee on Special Education Amendment | sason Special Educati | noi | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Rocky Point Middle School | Placement Recommendation / School Home Public School District(HPSD) Rocky Point Middle School |
|-----------------------------|----------------------------|--|--------------------------|-------------|-------------------------------|--------|--|---|
| Recommended Program/Service | ogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Consultant Teacher Services | r Services | 09/07/2011 | 06/22/2012 | Direct | 4 | Daily | 42min. | Classroom |
| Counseling - Psychological | hological | 09/07/2011 | 06/22/2012 | Small Group | - | Weekly | 30min. | Counselor's Office/Special Location |
| Individual Aide | | 09/07/2011 | 06/22/2012 | | 4 | Daily | 40 minutes | Classroom |

Interoffice Memorandum

TO: Dr. Michael Ring, Superintendent

FROM: Dr. Deborah DeLuca, Assistant Superintendent

DATE: 5/15/2012

RE: Board Action Sheets

Below please find the schedule to be approved at the 5/15/2012 Board of Education meeting:

| SCH | IEDULE- B 5/15/2012 |
|-----------|------------------------|
| Date | Location |
| 3/16/2012 | CPSE Committee |
| 3/19/2012 | CPSE to CSE Transition |
| 3/23/2012 | CPSE to CSE Transition |
| 3/30/2012 | CPSE Committee |
| 4/4/2012 | CPSE Committee |
| 4/18/2012 | CPSE Committee |

Dr. Michael Ring-Board Action Sheets DD/kao

| Meeting Date BOE Date Committee / Reason Decision Placement Recommendation / School 03/30/2012 05/15/2012 Committee on Preschool Special Education Classified Preschool Preschool Itinerant Services Only (PISO) Initial Eligibility Determination Meeting Start Date End Date Ratio Frequency Period Duration Location Speech/Language Therapy 04/16/2012 06/21/2012 Individual 2 Weekly 30min. Home/School | Student: 'Board of Education Copy' | f Education Copy' | AND#: | | DOB: | 0.0 | Grad | Grade: Preschool | | |
|--|------------------------------------|-------------------------------|---|---|---------------------|-------------------------------|------------------|---|---|--|
| Start Date End Date Ratio Frequency Period Duration | Meeting Date 03/30/2012 | BOE Date 05/15/2012 | Committee / Re Commitee on Pre Initial Eligibility De | ason school Special I termination Mee | Education | Decision Classified | Preschool | Placement Recom Preschool Itinerant Se Preschool Itinerant Se | mendation / School ervices Only (PISO) ervices Only | |
| | Recommended P | Program/Service Therapy | Start Date 04/16/2012 | End Date 06/21/2012 | Ratio Individual | Frequency 2 | Period Weekly | Duration 30min. | Location Home/School | |

| | Placement Recommendation / School Preschool Itinerant Services Only (PISO) Preschool Itinerant Services Only | Location Home/Community |
|------------------------------------|--|--|
| Grade: Preschool | Placement R. Preschool Itiner Preschool Itiner | Duration 30min. |
| | Decision Classified Preschool | Period Weekly |
| | Decision Classified | Frequency 2 |
| DOB: | l Education eeting | Ratio Individual |
| | aason eschool Specia etermination M | End Date 06/22/2012 |
| AldD#: | Committee / Reason Committee on Preschool Special Education Initial Eligibility Determination Meeting | <u>Start Date</u> 04/16/2012 |
| Student: 'Board of Education Copy' | BOE Date 05/15/2012 | Recommended Program/Service Speech/Language Therapy |
| Student: 'Bo | Meeting Date 03/30/2012 | Recommen Speech/Lan |

| Meeting Date BOE Date Committee / Reason 03/30/2012 05/15/2012 Committee on Preschool Sp Initial Eligibility Determinatio Recommended Program/Service Start Date End Da Special Class in an Integrated Setting 04/23/2012 06/22/2 | | | | | Ciade. | |
|--|---|-----------------|----------------------|---------|---|----------------------|
| 05/15/2012 nended Program/Service Class in an Integrated Setting | Committee / Reason | | Decision | | Placement Recommendation / School | endation / School |
| Start Date 04/23/2012 | Committee on Preschool Special Education Initial Eligibility Determination Meeting | Education eting | Classified Preschool | chool | Approved Preschool Special Education Program(APSEP) Alternatives For Children | ecial Education n |
| 04/23/2012 | Start Date End Date | Ratio | Frequency Pe | Period | Duration | Location |
| | 04/23/2012 06/22/2012 | 15:1:2 | 2 W | Weekly | 2hr. 30min. | Classroom |
| Counseling - Play Therapy 06/22/2 | 04/23/2012 06/22/2012 | Small Group | 2 W | Weekly | 30min. | Classroom |
| Parent Counseling and Training 06/22/2 | 04/23/2012 06/22/2012 | Individual | 1 M | Monthly | thr. | Special Location |

| it: 'Board of Education Copy' | AMC#: | DOB: | Grade: Presc | chool |
|-------------------------------|-------|------|--------------|-------|
|-------------------------------|-------|------|--------------|-------|

| Meeting Date 04/18/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Preschool Special Educatio Initial Eligibility Determination Meeting | ason school Special Educ sermination Meeting | ducation | Decision Classified Preschool | reschool | Placement Recommendation / Scho Preschool Itinerant Services Only (PISO) Preschool Itinerant Services Only | Placement Recommendation / School reschool Itinerant Services Only (PISO) reschool Itinerant Services Only | |
|--|----------------------------|--|--|---------------------|---|------------------|--|--|--|
| Recommended Program/Service Occupational Therapy | ram/Service | Start Date 04/23/2012 | End Date 06/22/2012 | Ratio Individual | Frequency 1 | Period Weekly | Duration 30min. | <u>Location</u> Therapy Room | |

| Student: 'Board of Education Copy' | Education Copy' | AlfD#: | DOB: | | Grade: | | | |
|------------------------------------|----------------------------|--|---|-------------------------------|--------|-----------------------------------|-------------------|--|
| Meeting Date 04/18/2012 | BOE Date 05/15/2012 | Committee / Reason Commitee on Preschool Special Education Initial Eligibility Determination Meeting | eschool Special Education etermination Meeting | Decision Ineligible | | Placement Recommendation / School | endation / School | |
| Recommended Program/Service | ogram/Service | Start Date End | End Date Ratio | Frequency | Period | Duration | Location | |

| Student: 'Board of Education Copy' | Education Copy' | AltD#: DOB: | Grad | Grade: Preschool |
|------------------------------------|-------------------------------|---|--|---|
| Meeting Date 04/04/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Preschool Special Education Initial Eligibility Determination Meeting | Decision Classified Preschool/No Services Continued El | Placement Recommendation / School Preschool Itinerant Services Only(PISO) Preschool Itinerant Services Only |
| Recommended Program/Service | ogram/Service | Start Date End Date Ratio | Frequency Period | Duration Location |

| Student: 'Board of Education Copy' | Copy' | AlfD#: | | DOB: | | Gra | Grade: Preschool | | |
|--|------------------------|---|--|------------|---|-----------|---|-------------------------------------|--|
| Meeting Date BOE 04/18/2012 05/15 | BOE Date (05/15/2012 (| Committee / Reason Committee on Preschool Special Education Initial Eligibility Determination Meeting | son chool Special E ermination Mee | ducation | Decision Classified Preschool | Preschool | Placement Recommendation / School Approved Preschool Special Education Program(APSEP) Atternatives For Children | nendation / School pecial Education | |
| Recommended Program/Service | Vice | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Special Class in an Integrated Setting | Setting | 04/30/2012 | 06/22/2012 | 15:1:2 | 2 | Weekly | 2hr. 30min. | Classroom | |
| Counseling - Play Therapy | | 04/30/2012 | 06/22/2012 | Individual | , | Weekly | 30min. | Classroom | |
| Parent Counseling and Training | 6 | 04/30/2012 | 06/22/2012 | Individual | 2 | Monthly | thr. | Special Location | |
| Occupational Therapy | | 04/30/2012 | 06/22/2012 | Individual | 1 | Weekly | 30min. | Therapy Room or Classroom | |

| Student: 'Board of Education Copy' | ucation Copy' | AMD#: | | DOB: | | Gra | Grade: Preschool | | |
|---|---|--|--|--|-------------------------------|---|--|---|--|
| Meeting Date 03/30/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Preschool Special Education Program Review | ason school Special E | ducation | Decision Classified | Decision Classified Preschool | Placement Recommendation / Sch Preschool Itinerant Services Only(PISO) Preschool Itinerant Services Only | Placement Recommendation / School Preschool Itinerant Services Only(PISO) Preschool Itinerant Services Only | |
| Recommended Program/Service Special Education Itinerant Teacher Speech/Language Therapy Parent Counseling and Training | Recommended Program/Service Special Education Itinerant Teacher Services Speech/Language Therapy Parent Counseling and Training | Start Date 04/16/2012 09/07/2011 01/17/2012 | End Date 05/22/2012 05/22/2012 05/22/2012 | Ratto 1:1 Individual Individual | Frequency 4 1 | Period Weekly Weekly Monthly | Duration 1hr. 30min. 1hr. | Location Classroom Therapy Room Home/Community | |

| Student: 'Board of Education Copy' | AldD#: | DOB | | Grade | Grade: Preschool | | |
|---|---|--------------------------------|---|------------------|--|--|--|
| BOE Date 05/15/2012 | Committee / Reason Committee on Preschool Special Education Initial Eligibility Determination Meeting | oecial Education on Meeting | Decision Classified Preschool | school | Placement Recommendation / School Preschool Itinerant Services Only (PISO) Preschool Itinerant Services Only | endation / School rices Only (PISO) rices Only | |
| Recommended Program/Service speech/Language Therapy | Start Date End Date 04/23/2012 06/22/2012 | ate Ratio | Frequency B | Period Weekly | Duration 30min. | Location Home/School | |

| Student: 'Board of Education Copy | cation Copy' | AltD#: | | DOB: | | Grat | Grade: Preschool | A SAME AND | |
|--|----------------------------|---|--------------------------|-------------|-------------------------------|---|---|---|-----------|
| Meeting Date 03/23/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Preschool Special Education Annual Review | ason school Special I | Education | Decision Classified | Decision Classified Preschool | Placement Recommendation / Sc. Approved Preschool Special Education Program(APSEP) Just Kids | Placement Recommendation / School Approved Preschool Special Education Program(APSEP) Just Kids | |
| Recommended Program/Service | am/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Special Class in an Integrated Setting | sgrafed Setting | 07/02/2012 | 08/10/2012 | 18:2:1 | 2 | Weekly | Shr. | Classroom | |
| Speech/Language Therapy | rapy | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Therapy Room or Classroom | Classroom |
| Speech/Language Therapy | rapy | 07/02/2012 | 08/10/2012 | Small Group | - | Weekly | 30min. | Therapy Room or Classroom | Classroom |
| Counseling - Psychological | gical | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Therapy Room or Classroom | Classroom |
| Occupational Therapy | | 07/02/2012 | 08/10/2012 | Individual | | Weekly | 30min. | Therapy Room or Classroom | Classroom |

| Student: 'Board of Education Copy' | ducation Copy' | AltD#: | | DOB: | | Grad | Grade: Preschool | | |
|--|----------------------------|---|--------------------------|---------------------|---|------------------|--|--|--|
| Meeting Date 03/30/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Preschool Special Education Annual Review | tson ichool Special E | ducation | Decision Classified Preschool | Preschool | Placement Recommendation / Sch Preschool Itinerant Services Only(PISO) Preschool Itinerant Services Only | Placement Recommendation / School Preschool Itinerant Services Only (PISO) Preschool Itinerant Services Only | |
| Recommended Program/Service Speech/Language Therapy | gram/Service herapy | Start Date 09/05/2012 | End Date 06/21/2013 | Ratio Individual | Frequency 2 | Period Weekly | Duration 30min. | <u>Location</u> Home/School | |

| Student: 'Board of Education Copy' | ation Copy' | AldD#: | | DOB: | | Gra | Grade: Preschool | |
|------------------------------------|------------------------|---|---------------------------------|------------|-------------------------------|----------------------------------|--|---|
| Meeting Date 03/19/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Preschool Special Education Annual Review | ason school Special E | ducation | Decision Classified | Decision Classified Preschool | Placement Recommendation / Sc Approved Preschool Special Education Program(APSEP) Alternatives For Children | Placement Recommendation / School upproved Preschool Special Education Program(APSEP) |
| Recommended Program/Service | n/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class | | 07/02/2012 | 08/10/2012 | 12:1+1 | 2 | Weekly | 2hr. 30min. | Classroom |
| Speech/Language Therapy | py | 07/02/2012 | 08/10/2012 | Individual | 2 | Weekly | 30min. | Therapy Room or Classroom |
| Occupational Therapy | | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Therapy Room or Classroom |
| Occupational Therapy | | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Classroom |

| Student: 'Board of Education Copy' | Education Copy' | AND#: | | DOB: | | Gra | Grade: Preschool | | |
|------------------------------------|-------------------------------|--|--------------------------|------------|-------------------------------|---|---|---|--|
| Meeting Date 03/30/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Preschool Special Education | ason school Special E | ducation | Decision Classified | Decision Classified Preschool | Placement Recommendation / Sch Preschool Itinerant Services Only(PISO) | lacement Recommendation / School reschool ltinerant Services Only(PISO) | |
| | | Initial Eligibility Determination Meeting | lermination Mee | ting | | | Preschool Itinerant Services Only | services Only | |
| Recommended Program/Service | rogram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Speech/Language Therapy | Therapy | 09/05/2012 | 06/21/2013 | Individual | 2 | Weekly | 30min. | Home/Community | |
| | | | | | | | | | |

| Meeting Date BOE Date 03/23/2012 05/15/2012 | | | | | | | |
|--|---|--|--|---|---|---|--|
| | Committee / Keason Committee on Preschool Special Education Annual Review | aason eschool Special E | Education | Decision Classified Preschool | reschool | Placement Recommendation / Sc. Approved Preschool Special Education Program(APSEP) Just Kids | Placement Recommendation / School Approved Preschool Special Education Program(APSEP) Just Kids |
| Recommended Program/Service Special Class in an Integrated Setting Occupational Therapy Physical Therapy Speech/Language Therapy | Start Date 07/02/2012 07/02/2012 07/02/2012 07/02/2012 | End Date 08/10/2012 08/10/2012 08/10/2012 08/10/2012 | Ratio 18:2:1 Individual Individual Small Groun | Frequency 5 2 3 3 | Weekly | Duradon 5hr. 30min. 30min. 30min. | Location Classroom Therapy Room or Classroom Therapy Room or Classroom Therapy Room or Classroom |

| Student: 'Board of Education Copy' | ducation Copy' | ANED#: | | DOB: | | Grade | Grade: Preschool | |
|--|----------------------------|---|------------------------|-------------|--|----------|---|-----------------------------------|
| Meeting Date 03/16/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Preschool Special Education Annual Review | son chool Special E | ducation | Decision Classified Preschoo | reschool | Placement Recommendation / School Approved Preschool Special Education Program(APSEP) Alternatives For Children | endation / School ecial Education |
| Recommended Program/Service | gram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Special Class in an Integrated Setting | ntegrated Setting | 09/04/2012 | 06/21/2013 | 15:1:2 | 2 | Weekly | 2hr. 30min. | Classroom |
| Speech/Language Therapy | nerapy | 09/04/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Therapy Room |
| Speech/Language Therapy | herapy | 09/04/2012 | 06/21/2013 | Individual | 2 | Weekly | 30min. | Home/Community |
| Speech/Feeding | | 09/04/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | Home |
| Speech/Language Therapy | herapy | 09/04/2012 | 06/21/2013 | Individual | 2 | Weekly | 30min. | Therapy Room or Classroom |
| | | | | | | | | |

| Occupational Therapy | 09/04/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | Therapy Room or Classroom | |
|-------------------------|------------|------------|------------|---|--------|--------|---------------------------|--|
| Physical Therapy | 09/04/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | Therapy Room or Classroom | |
| Occupational Therapy | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Therapy Room | |
| Physical Therapy | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Therapy Room | |
| Speech/Language Therapy | 07/02/2012 | 08/10/2012 | Individual | 2 | Weekly | 30min. | Home/Community | |
| Speech/Feeding | 07/02/2012 | 08/10/2012 | Individual | - | Weekly | 30min. | Home/Community | |
| | | | | | | | | |

| Student: 'Board of Education Copy' | cation Copy' | AldD#: | | DOB: | | Grac | Grade: Preschool | |
|---|-------------------------------|---|--|--|---|---------------------------------------|--|---|
| Meeting Date 03/30/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Preschool Special Education Annual Review | ason school Special E | ducation | Decision Classified Preschool | Preschool | Placement Recommendation / Sc Approved Preschool Special Education Program(APSEP) Alternatives For Children | facement Recommendation / School pproved Preschool Special Education rogram(APSEP) Itematives For Children |
| Recommended Program/Service Special Class in an Integrated Setting Parent Counseling and Training Counseling - Play Therapy | grated Setting Training | Start Date 09/04/2012 09/04/2012 | End Date 06/21/2013 06/21/2013 06/21/2013 | Ratio 15:1:2 Individual Small Group | Frequency 5 1 2 | Period Weekly Monthly Weekly | Duration 2hr. 30min. 1hr. 30min. | Location Classroom Special Location Classroom |

| Student: 'Board of Education Copy' | ucation Copy' | AltD#: | | DOB: | | 'n | 3rade: Preschool | | 7 . da |
|--|--|---|--------------------------------------|--------------------------------|---------------------------------|---|---|--|-----------|
| Meeting Date 03/19/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Preschool Special Education Annual Review | school Special E | ducation | Decision Classified I | Decision Classified Preschool | Placement Recommendation / School Approved Preschool Special Education Program(APSEP) Alternatives For Children | endation / School ecial Education | |
| Recommended Program/Service Special Class in an Integrated Setting Speech/Language Therapy | ram/Service legrated Setting erapy | Start Date 07/02/2012 07/02/2012 | End Date 08/10/2012 08/10/2012 | Ratio 15:1:2 Small Group | Frequency 5 | Period Weekly Weekly | Duration 2hr. 30min. 30min. | Location Classroom Therapy Room or Classroom | Classroom |

| Student: 'Board of Education Copy' | of Education Copy | AltD#: | DOB: | Grade: | Grade: Preschool |
|------------------------------------|-------------------|---|---------------|----------------------|---|
| Meeting Date | BOE Date | Committee / Reason | | Decision | Placement Recommendation / School |
| 03/23/2012 | 05/15/2012 | Committee on Preschool Special Education Annual Review | ial Education | Classified Preschool | Approved Preschool Special Education Program(APSEP) Just Kids |

| Recommended Program/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
|--|------------|------------|------------|-----------|--------|----------|----------------------------|
| Special Class in an Integrated Setting | 07/02/2012 | 08/10/2012 | 18:2:1 | 2 | Weekly | 5hr. | Classroom |
| Occupational Therapy | 07/02/2012 | 08/10/2012 | Individual | 2 | Weekly | 30min. | Therapy Room or Classroom |
| Physical Therapy | 07/02/2012 | 08/10/2012 | Individual | က | Weekly | 30min. | Therapy Room or Classroom |
| Aide | 07/02/2012 | 08/10/2012 | | 2 | Weekly | 5 hours | Classroom or Therapy room. |
| | | | | | | | |

| Student: 'Board of Education Copy' | ducation Copy' | AND#: | | DOB: | | Grad | Grade: Preschool | | |
|--|----------------------------|---|--------------------------|---------------------|---|------------------|--|---|--|
| Meeting Date 04/04/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Preschool Special Education Annual Review | ason school Special E | Education | Decision Classified Preschool | Preschool | Placement Recommendation / Sch Preschool Itinerant Services Only(PISO) Preschool Itinerant Services Only | Placement Recommendation / School Preschool Itinerant Services Only Preschool Itinerant Services Only | |
| Recommended Program/Service Speech/Language Therapy | gram/Service lerapy | <u>Start Date</u> 09/05/2012 | End Date 06/21/2013 | Ratio Individual | Frequency 3 | Period Weekly | Duration 30min. | <u>Location</u> Home/Community | |

| Student: 'Board of Education Copy' | ation Copy' | AlfiD#: | | DOB: | | Grade | Grade: Preschool | | |
|--|---|---|--|---|--|---------------------------------------|---|---|--|
| Meeting Date 03/23/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Preschool Special Education Annual Review | Ison ichool Special E | ducation | Decision Classified Preschoo | Preschool | Placement Recommendation / Scl Approved Preschool Special Education Program(APSEP) Just Kids | Placement Recommendation / School Approved Preschool Special Education Program(APSEP) Lust Kids | |
| Recommended Program/Service Special Class in an Integrated Setting Occupational Therapy Parent Counseling and Training | m/Service grated Setting fraining | Start Date 07/02/2012 07/02/2012 | End Date 08/10/2012 08/10/2012 08/10/2012 | Ratio 18:2:1 Individual Individual | Frequency 5 2 1 | Period Weekly Weekly Monthly | Duration 5hr. 30min. 1hr. | Location Classroom Therapy Room or Classroom Special Location | |

| Student: 'Board of Education Copy' | ducation Copy | AldD#: | | DOB: | | Grade: | Grade: Preschool | |
|------------------------------------|---------------|--|-----------------------|------------|------------|----------------------|--|-------------------|
| Meeting Date | BOE Date | Committee / Reason | ason | | Decision | | Placement Recommendation / School | endation / School |
| 03/30/2012 | 05/15/2012 | Committee on Preschool Special Education | school Special | Education | Classified | Classified Preschool | Preschool Itinerant Services Only (PISO) | vices Only(PISO) |
| | | Initial Eligibility Determination Meetin | lermination met | Buna | | | Preschool ninerant Services Unity | vices Only |
| Recommended Program/Service | gram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location |
| Speech/Language Therapy | herapy | 09/05/2012 | 06/21/2013 Individual | Individual | 2 | Weekly | 30min. | Home/School |

| Student: 'Board of Education Copy' | ducation Copy' | AltiD#: | | DOB: | | S | Grade: Kdg. | | |
|------------------------------------|------------------------|---|--|-------------|-------------------------------|--------|--|---|------|
| Meeting Date 03/23/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Education Reevaluation CPSE to CSE Transition | ason cial Education E to CSE Trans | ition | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Frank J. Carasiti Elem. | Placement Recommendation / School Home Public School District(HPSD) Frank J. Carasiti Elem. | |
| Recommended Program/Service | gram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Special Class | | 09/05/2012 | 06/21/2013 | 15:1 | 9 | Daily | 40min. | Classroom | |
| Occupational Therapy | , | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Therapy Room or Classroom | шоо |
| Speech/Language Therapy | herapy | 09/05/2012 | 06/21/2013 | Individual | 2 | Weekly | 30min. | Therapy Room or Classroom | Ш00. |
| Speech/Language Therapy | herapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Therapy Room or Classroom | шоо. |
| Counseling - Psychological | logical | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Counselor's Office/Classroom | room |

| Student: 'Board of Education Copy' | ucation Copy' | AltD#: | | DOB: | • | Grad | Grade: Kdg. | | |
|------------------------------------|----------------------------|---|--|-------------|-------------------------------|--------|--|---|---|
| Meeting Date 03/19/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Education Reevaluation CPSE to CSE Transition | a son cial Education E to CSE Trans | ition | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Frank J. Carasiti Elem. | Placement Recommendation / School Home Public School District(HPSD) Frank J. Carasiti Elem. | |
| Recommended Program/Service | ram/Service | Start Date | End Date | Ratio | Frequency | Period | Duration | Location | |
| Special Class | | 09/05/2012 | 06/21/2013 | 15:1 | ဖ | Daily | 40min. | Classroom | |
| Occupational Therapy | | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Therapy Room or Classroom | _ |
| Speech/Language Therapy | erapy | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | Therapy Room or Classroom | _ |
| Speech/Language Therapy | erapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Therapy Room or Classroom | |
| Occupational Therapy | | 09/05/2012 | 06/21/2013 | Individual | - | Weekly | 30min. | Therapy Room or Classroom | - |
| | | | | | | | | | - |

| Student: 'Board of Education Copy' | ucation Copy' | AlfiD#: | | DOB: | | Grade: Kdg. | Kdg. | | | |
|--|-------------------------------|---|--|-----------------------------|-------------------------------|---------------------------|---|---|--|-------------|
| Meeting Date 03/23/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Education Reevaluation CPSE to CSE Transition | ason cial Education E to CSE Transi | tion | Decision Classified | | Placement Recomn Home Public School D Frank J. Carasiti Elem. | Placement Recommendation / Home Public School District(HPSD) Frank J. Carasiti Elem. | Placement Recommendation / School forme Public School District(HPSD) frank J. Carasiti Elem. | |
| Recommended Program/Service Special Class Occupational Therapy | ram/Service | Start Date 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 | Ratio 15:1 Individual | Frequency 6 | Period Daily Weekly | Duration 40min. 30min. | u | Location Classroom Therapy Room or Classroom | r Classroom |

| Speech/Language Therapy | 09/05/2012 | 06/21/2013 | Individual | 2 | Weekly | 30min. | Therapy Room or Classroom |
|-------------------------|------------|------------|-------------|---|--------|------------|---------------------------|
| Speech/Language Therapy | 09/05/2012 | 06/21/2013 | Small Group | 2 | Weekly | 30min. | Therapy Room or Classroom |
| Occupational Therapy | 09/05/2012 | 06/21/2013 | Small Group | - | Weekly | 30min. | Therapy Room or Classroom |
| Physical Therapy | 09/05/2012 | 06/21/2013 | Individual | 2 | Weekly | 30min. | Therapy Room or Classroom |
| Aide | 09/05/2012 | 06/21/2013 | | 9 | Daily | 40 minutes | Classroom |
| | | | | | | | |

| Student: 'Board of Education Copy' | ducation Copy' | AldD#: | | DOB: | • | Gra | Grade: Kdg. | |
|---|------------------------------------|---|---|--------------------------------|-------------------------------|---------------------------|--|---|
| Meeting Date 03/19/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Education Reevaluation CPSE to CSE Transition | ason ecial Education E to CSE Trans | ition | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Frank J. Carasiti Elem. | Pacement Recommendation / School Industrict (HPSD) Industrict (HPSD) Industrict (HPSD) Industrict Elem. |
| Recommended Program/Service Consultant Teacher Services Speech/Language Therapy | gram/Service Services herapy | Start Date 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 | Ratio Direct Small Group | Frequency 4 | Period Daily Weekly | Duration 40min. 30min. | <u>Location</u> Classroom Therapy Room or Classroom |

| Student: 'Board of Education Copy' | ucation Copy' | AltD#: | | DOB: | | Gra | Grade: Kdg. | |
|---|-------------------------------|---|--|--|-------------------------------|---------------------|--|---|
| Meeting Date 03/23/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Education Reevaluation CPSE to CSE Transition | a son cial Education E to CSE Transi | tion | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Frank J. Carasiti Elem. | Nacement Recommendation / School Ione Public School District(HPSD) rank J. Carasiti Elem. |
| Recommended Program/Service Consultant Teacher Services Physical Therapy Occupational Therapy | ram/Service ervices | Start Date 09/05/2012 09/05/2012 09/05/2012 | End Date 06/21/2013 06/21/2013 06/21/2013 | Ratio Direct Individual Small Group | Frequency 4 3 | Period Daily Weekly | Duration 40min. 30min. 30min. | Location Classroom Therapy Room or Classroom Therapy Room or Classroom |

| Student: 'Board of Education Copy' | ducation Copy' | AIBD#: | | DOB: | | Gra | Grade: Kdg. | | |
|--|----------------------------|---|---|------------------------|-------------------------------|-----------------|--|---|--|
| Meeting Date 03/23/2012 | BOE Date 05/15/2012 | Committee / Reason Committee on Special Education Reevaluation CPSE to CSE Transition | ason cial Education E to CSE Transi | tion | Decision Classified | | Placement Recommendation / Home Public School District(HPSD) Frank J. Carasiti Elem. | Placement Recommendation / School Home Public School District(HPSD) Frank J. Carasiti Elem. | |
| Recommended Program/Service Special Class | gram/Service | Start Date 09/05/2012 | End Date 06/21/2013 | <u>Ratio</u> 12:1+1 | Frequency 6 | Period Daily | <u>Duration</u> 40min. | <u>Location</u> Classroom | |

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MEMORANDUM OF AGREEMENT

between

BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT

and

ROCKY POINT ADMINISTRATORS' ASSOCIATION

This Memorandum of Agreement shall constitute a change and modification to the Collective Bargaining Agreement, dated July 1, 2009, through June 30, 2012. Except as set forth below, all other provisions of the Collective Bargaining Agreement shall remain unchanged.

The parties hereby agree that the Recognition Clause of the Collective Bargaining Agreement shall be amended by adding the title of CSE/CPSE Administrator. The salary schedule will be amended by replacing the title of Assistant Director Special Education with CSE/CPSE Administrator.

| Dated: | May, 2012 | Dated: | May, 2012 |
|--------|--|--------|---|
| ROCK | D OF EDUCATION OF THE Y POINT UNION FREE OL DISTRICT | | ROCKY POINT ADMINISTRATORS ASSOCIATION |
| By: | chael P. Nofi, President | - | By: |