

HARBORFIELDS CENTRAL SCHOOL DISTRICT Greenlawn. New York

BOARD OF EDUCATION REGULAR MEETING PUBLIC AGENDA NOVEMBER 13, 2013

1. MEETING CALLED TO ORDER/PLEDGE OF ALLEGIANCE

EXECUTIVE SESSION: 6:00 PM

COMMUNITY FORUM: 7:00 PM

Overview of Turf Fields and Athletic Facilities Bond Proposition Diana Todaro, Superintendent of Schools

PUBLIC PARTICIPATION

> Residents are invited to address the Board of Education with comments or concerns regarding action items on the agenda.

2. SUPERINTENDENT'S REPORTS

2.1 Student Representative's Report

Rvan Cates, HHS

2.2 Superintendent's Report

Diana Todaro, Superintendent of Schools

3. BOARD OF EDUCATION MINUTES

3.1 Board of Education Minutes

> Regular Meeting, October 16, 2013

4. FINANCE

4.1 **Treasurer's Report**

Be it resolved	d, upon the recommen	dation of the Superintendent o	of
Schools, the T	reasurer's Report for Se	eptember 2013 be approved.	
Motion:	Second:	Action:	

<u>4.2</u>	2 Schedule of Bills									
	Be it res	olved	l, upon the	rec	omme	ndation of	the	Supe	rintendent	of
	Schools,	the	schedule	of	bills	attached	to	the	agenda	of
	Novembe	r 13 '	2013 he ac	cent	ed					

	November 13, 2013		ied to the agenda of				
	Motion:	_ Second:	Action:				
<u>4.3</u>	Financial Status R	<u>eport</u>					
	•		of the Superintendent of for September 2013 be				
	Motion:	_ Second:	_ Action:				
<u>4.4</u>		ndependent Auditor's Fiscal Year Ending Ju					
	the Audit Committee Harborfields Central Statements, as prep Accountants, for the	Be it resolved , upon the recommendation of the Superintendent and the Audit Committee, the Board of Education hereby accepts the Harborfields Central School District Audit Report and Financial Statements, as prepared by Cullen & Danowski, LLP, Certified Public Accountants, for the fiscal year ending June 30, 2013, as attached to the agenda of November 13, 2013.					
	Motion:	Second:	_ Action:				
<u>4.5</u>	Internal Audit Repo	ort - Risk Assessment	<u>Update</u>				
	Be it resolved, upon the recommendation of the Superintendent of Schools and the Audit Committee, the Board of Education hereby accepts the Internal Audit Risk Assessment Update Report, as prepared by R.S. Abrams & Co., LLP, Certified Public Accountants, for the period ending March 31, 2013, as attached to the agenda of November 13, 2013.						
	Motion:	_ Second:	_ Action:				

4.7

4.6 Federal Single Audit for Fiscal Year Ending June 30, 2013

Be it resolved, upon the recommendation of the Superintendent of Schools and the Audit Committee, the Board of Education hereby accepts the Federal Single Audit Report, as prepared by Cullen & Danowski, LLP, Certified Public Accountants, for the fiscal year ending June 30, 2013, as attached to the agenda of November 13, 2013.

Motion:	Second:	Action:
Appointment o	f External Auditor fo	r Fiscal Year Ending
June 30, 2014		

Be it resolved, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Cullen & Danowski, LLP, Certified Public Accountants, as External Auditor for the fiscal year ending June 30, 2014, at an annual fee of \$41,500, in accordance with the terms of the Contract of March 15, 2013.

Be it further resolved, that the Board of Education hereby authorizes the Board President to execute the written agreement, as attached to the agenda of November 13, 2013, between the district and Cullen & Danowski, LLP.

Motion:	Second:	Action:	

4.8 School Services/Specialized Education Agreement

Be it resolved, upon the recommendation of the Superintendent of Schools, the following School Services/Specialized Education Agreement for the 2013-2014 school year between Harborfields Central School District and the contractor listed below, in accordance with Part 200 of the regulations of the Commissioner of Education for children be approved.

Positive Behavior Support Consulting & Psychological Resources, PC to provide clinical services, CSE meetings, parent training, staff training/supervision, person-centered/ transition planning, behavior assessment and intervention, counseling, speech therapy, occupational therapy, skills training and inclusion consultation for the period July 1, 2013 through June 30, 2014 in

accordance with the Individualized Educational Program (IEPs) of a student at rates set forth in said agreement.

Motion: Second: Action:

4.9 Private School Placement/Special Education Services Contract

Be it resolved, upon the recommendation of the Superintendent of Schools, the following special education services contracts between Harborfields Central School District "District of Residence" and the school "District of Location" listed below be approved. The "District of Residence" will be billed for special education services for children residing in the Harborfields Central School District and attending nonpublic schools in said school district in accordance with Education Law Section 3602-c and regulations of the Commission of Education.

- One (1) student residing within the Harborfields Central School District attending a private school within the Bethpage Union Free School District effective July 1, 2013 through June 30, 2014
- One (1) student residing within the Harborfields Central School District attending a private school within the Commack Union Free School District effective July 1, 2013 through June 30, 2014

Motion:	Second:	Action:	
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4.10 Acceptance of Gifts

Be it resolved, upon the recommendation of the Superintendent of Schools, the following gifts be accepted:

- One (1) gently-used Roth-Reynolds Double French horn, Serial #58345, donated by Mr. Thomas Gellert for use by the district's school band program.
- > Two (2) wooden benches to be located outside the south gym at Harborfields High School from student Nicholas Malico, as part of an Eagle Scout Leadership service project.
- One (1) new stage to be used during Harborfields High School's commencement ceremony from student Thomas Lange, as part of an Eagle Scout Leadership service project.

	•	 set of new rea auditorium. 	ır stage d	curtains fo	r the Oldfield	Middle
	Motion: _	Seco	nd:	Ad	ction:	
<u>4.11</u>	<u>Acceptan</u>	ce of Grants/Gift	s and Inc	rease in <i>A</i>	Appropriations	È
		olved , upon the rand the following grant			•	dent of
	volunte adminis Music	of \$200.00 from leer services of the stered under the gand Art Educated and mattached to	ir employe guidance ion for t	ee, Margu and direct the purpo	erite Kassinge tion of the Dire ses outlined	r, to be ector of in the
	adminis Health, in th	\$5,000.00 from stered under the g Physical Education e memorandum ber 13, 2013.	guidance on and Atl	and direct hletics for	tion of the Dire	ector of outlined
	Superinter grant and	urther resolved, ndent of Schools, gift to reimburse ncreased as follow	pursuant our expe	to the ant	icipated receip	t of the
		A 2112.5130.34. A 2855.4120.36. A 2855.4200.36.	2855		.00	
	matched	understanding t by unanticipated the tax levy.				
	Motion: _	Seco	nd:	Ad	ction:	

4.12 Acceptance of E-Rate Rebates and Increase in Appropriations

Be it resolved, upon the recommendation of the Superintendent of Schools, the following E-rate rebates be accepted: \$1,778.08 from AT&T, \$4,703.40 from Verizon, and \$34,909.27 from Cablevision Lightpath to be used under the guidance and direction of the Office of Curriculum to support the district's technology program, as outlined in the memorandum attached to the agenda of November 13, 2013; and

Be it further resolved, that pursuant to the receipt of the rebates, appropriations for 2013-2014 be increased as follows:

A 2630.2000.42.2630

\$41,390.75

with the understanding that this increase in appropriations is matched by unanticipated revenue and will, therefore, result in no impact on the tax levy.

	Motion:	Second:		Action:	
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4.13 Surplus Equipment and Books

Be it resolved, upon the recommendation of the Superintendent of Schools, the surplus equipment and books, as listed in the attachments to the agenda of November 13, 2013, be declared surplus and disposed of accordingly.

- Accucut Mark IV Die Cutting Machine, Model #36356, Asset ID #100389 - WDPS
- Muratec F-100 Fax Machine, Asset ID #0012800 WDPS
- Books (novels) from the OMS ELA Department

Motion:	Second:	Action:	
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4.14 Appointment of Acting District Clerk to Serve at Annual Meeting and Election of the Harborfields Public Library and Appointment of Director to Accept Absentee Ballots

Be it resolved, upon the recommendation of the Superintendent of Schools, that Ann Marie Jones is hereby appointed as Acting District Clerk of the Harborfields Public Library for the purpose of performing such duties of the District Clerk, as may be required under the

Education Law, in connection with the Harborfields Public Library Budget Vote and Trustee Election to be held on April 8, 2014. Ann Marie Jones' authority shall be limited solely to those actions required of a school district clerk in connection with said Budget Vote and Election for the Harborfields Public Library and upon the performance of such duties, the authority vested in Ann Marie Jones by this resolution shall terminate.

Be it further resolved, that Carol Albano, Director of the Harborfields Public Library, or her designee, be appointed for the purpose of accepting absentee ballots for the Harborfields Public Library Budget Vote and Trustee Election to be held on April 8, 2014.

	Vote and Trustee Lie	ction to be neta on April	0, 2014.		
	Motion:	Second:	Action:		
<u>4.15</u>	Town of Huntington	Open Space Applicati	<u>on</u>		
	Schools, the Board of submit an application Space and Park Fund	f Education hereby auth to the Town of Hunting Review Advisory Comi	of the Superintendent of horizes Administration to ton, Environmental Open mittee with respect to the e Broadway Elementary		
	Motion:	Second:	Action:		
<u>4.16</u>	Adoption of Revised	Policy			
	Be it resolved , upon the recommendation of the Superintendent of Schools, the following revised policy as attached to the agenda of November 13, 2013 be adopted.				
	File 1500-E: Renta	al Fees			
	Motion:	Second:	Action:		

5. HUMAN RESOURCES

5.1 Leave of Absence

Be it resolved, upon the recommendation of the Superintendent of Schools, the following leave of absence be approved:

Name	Assignment	School	Dates Paid	Dates Unpaid
MaryLynn Karpenske	English Teacher	OMS	1/6/14-4/11/14	N/A

Motion:	Second:	Action:	

5.2 Creation of Position

Be it resolved, that upon the recommendation of the Superintendent of Schools, effective November 14, 2013, the following professional position in the Harborfields Central School District be created in the following area of classification:

Position	Assignment	School	Type of Appointment
Art K-12	Art Teacher	OMS	0.10

Motion:	Second:	Action:	
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5.3 Change in Status

Be it resolved, upon the recommendation of the Superintendent of Schools, the following changes in status in accordance with the schedule attached to the agenda of November 13, 2013 be approved:

Name	School	Assignment	Type of Appointment	Effective Dates
Marco Antenucci	OMS	Art Teacher	From: Part-Time 0.425 To: Part-Time 0.525	11/14/13- 6/30/14

Motion:	Second:	Act	ion:

5.4 Professional Appointments

Be it resolved, upon the recommendation of the Superintendent of Schools, the following professional appointments in accordance with the schedule attached to the agenda of November 13, 2013 be approved.

Part-time for the maximum period through June 30, 2014			
to serve at the pleasure of the Board.			
Name School Assignment			
Ileana Etherson OMS Part-time Teaching Assistant			
Donna Kaires TJL Part-time Teaching Assistant		Part-time Teaching Assistant	
Glenda Medina	WDPS	Part-time Teaching Assistant	
Andrew Monsen	HHS	Part-time Music Teacher	

Motion:	Second:	Action:	

5.5 Extracompensation Appointment Schedule 2013-2014

Be it resolved, upon the recommendation of the Superintendent of Schools, the appointees specified on the Extracompensation Appointment Schedule attached to the agenda of November 13, 2013 be approved.

Motion:	Second:	Actio	on:

5.6 Resignations

Be it resolved, upon the recommendation of the Superintendent of Schools, the following resignations be accepted:

- Grubbs, Gina, Teaching Assistant, HHS, effective the close of business October 18, 2013.
- O'Connor, Kaitlyn, Teaching Assistant, TJL, effective the close of business October 25, 2013.
- Palmadesso, Jacquelyn, Teaching Assistant, WDPS, effective the close of business November 15, 2013.

- Ryan, Edward, Custodial Worker I, TJL, for the purpose of disability retirement, effective the close of business March 5, 2013.
- > Turner, Brianne, Teaching Assistant, OMS, effective the close of business October 18, 2013.

Motion:	Second:	Action:

5.7 Civil Service Appointments

Be it resolved, upon the recommendation of the Superintendent of Schools, the following civil service appointments in accordance with the schedule attached to the agenda of November 13, 2013 be approved.

Probationary			
Name	School	Assignment	Effective Date
Mary Ann Broderick	Guard	WDPS	11/14/13
Leticia Hernandez	Food Service Worker	OMS	12/9/13

Motion:	Second:	Action:	

5.8 Civil Service Change of Status

Be it resolved, upon the recommendation of the Superintendent of Schools, the following change in status in accordance with the schedule attached to the agenda of November 13, 2013 be approved:

Name	School	Assignment	Type of Appointment	Effective Date
Ana Gallegos	Oldfield Middle School	Cafeteria	From: Cook To: Cook Manager	12/9/13
Joey Rice	Buildings & Grounds	District-wide	From: Maintenance Mechanic II To: Maintenance Mechanic III	11/14/13

Motion:	Second:	Action:
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5.9 Decrease in Hours

Be it resolved, upon the recommendation of the Superintendent of Schools, the following employee be granted a decrease in hours:

Name	Assignment	School	Change in Hours	Effective Date
Erin Biblis	Teaching Assistant	HHS	From: 6.0 hrs./day To: 5.75 hrs./ day	10/28/13

Motion:	Second:	Action:
IVIOLIOII.	Occoria.	/ totion:

5.10 Increase in Hours

Be it resolved, upon the recommendation of the Superintendent of Schools, the following employees be granted an increase in hours:

Name	Assignment	School	Change in Hours	Effective Date
Lauren Annarumma	Teaching Assistant	TJL	From: 5.75 hrs./day To: 6.0 hrs./ day	10/28/13
Deborah Silverberg	Guard	TJL	From: 5.0 hrs./day To: 5.5 hrs./day	11/14/13

Motion: Second:	Action:
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5.11 Addendum to the 2013/14 Substitute List

Be it resolved, upon the recommendation of the Superintendent of Schools, the substitute list addendum as attached to the agenda of November 13, 2013 be approved for the maximum period through June 30, 2014 to serve at the pleasure of the Board.

Motion:	Second:	Action:	
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5.12 Donation of Sick Time

Be it resolved, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the donation of four sick days from staff members of the United Teaching Assistants of Harborfields to the accumulated sick bank for the following teaching assistant staff member:

Broderick Mary Ann

	> Broadnow, wary		
	Motion:	Second:	Action:
<u>5.13</u>	Appointment of Cha	irperson of Special D	istrict Meeting
	Schools, Maryann \		of the Superintendent of as Chairperson of the object 11, 2013.
	Motion:	Second:	Action:

5.14 Appointment of Election Inspectors for the Special District Meeting

Be it resolved, upon the recommendation of the Superintendent of Schools, the following people be appointed to serve as Inspectors of Election for the Harborfields Special District Meeting of Qualified Voters to be held on December 11, 2013. The Chief Inspector and Chairperson will be compensated at a rate of \$15.00 per hour and the Inspectors of Election at a rate of \$12.50 per hour.

Be it further resolved, upon the recommendation of the Superintendent of Schools, the District Clerk be authorized to hire additional Inspectors of Election, if necessary.

Kathleen Riker, Chief Inspe	ector	
Lottie Bennett	Joan Caldarella	Theresa Damm
Lawrence Davis	Rose Dougherty	Barbara Endres
Helen Gillen Flanders	Shelly Feinman	Linda Gass
Joann Guido	Barbara Hanna	Claire Internann
Irene Levee	Mary MacDonnell	Dena Maldon
Jacqueline Martello	Carol O'Hea	Lorri O'Malley
Mariano Patane	Janet Palacios	Jane Pressman
Carol Ann Queally	Gerald Schehr	Kate Shreck
Irene Smith	Carol Solimando	Barbara Sperber

Motion:	 Second:		Action:	
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5.15 Compensation to Election Inspectors from the Board of Elections for Attendance to Carillon House for Residents to Vote by Absentee Ballot

Be it resolved, upon the recommendation of the Superintendent of Schools, pursuant to Education Law §1501-c, and Election Law §8-407, the following Inspectors from the Board of Elections will participate at the Carillon House in order for residents to vote by absentee ballot with regard to the Harborfields Special District Meeting to be held on December 11, 2013. The Inspectors will receive \$10.00 per hour or a minimum per diem rate of \$50.00 for their service.

	> Lottie Bennett, Ros	se Dougherty, and Gera	ald Schehr
	Motion:	Second:	Action:
<u>5.16</u>	Memorandum of Agr	<u>reement</u>	
	Schools, the Board of Agreement between	f Education hereby app en the Harborfields Ce	of the Superintendent of proves the Memorandum ntral School District and Food Service Workers.
	Motion:	Second:	Action:

6. INSTRUCTION

6.1 Review of IEP Recommendations and Authorization for Placement and Services

Be it resolved, upon the recommendation of the Superintendent of Schools, after review by the Board of Education of the IEP recommendations that authorization be granted to provide for the placement and services contained in the following recommendations of the CSE, SCSE, and CPSE.

Committee on Special Education meetings dated October 3, 2013, October 9, 2013, October 11, 2013, October 17, 2013, October 18, 2013, October 23, 2013 and October 30, 2013

- Agenda
- Subcommittee on Special Education meetings dated October 8, 2013, October 17, 2013 and October 28, 2013
- Committee on Preschool Special Education meetings dated October 17, 2013, October 21, 2013 and October 31, 2013

Motion: Second:	Action:
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- 7. ITEMS FOR DISCUSSION
- 7.1 Facilities Usage

BOARD OF EDUCATION ACTIVITIES

PUBLIC PARTICIPATION

ADJOURNMENT

HARBORFIELDS CENTRAL SCHOOL DISTRICT Receipts and Disbursements for September 30, 2013

TOWNSHIP OF MINITED ACTIONS AND		
GENERAL FUND ACCOUNT (TD Bank, JP Morgan Chase)		
GF Disbursement Account balance forward September 1, 2013	\$	1,229,664.77
Receipts	<u>. </u>	21,980,905.87
Total Disbursements: Checks (57366- 57568)	\$	23,210,570.64 757,076.36
Wires & Debits		20,265,821.09
GF Disbursement Account balance September 30, 2013	\$	2.187.673.19
Plus CD's, & investments of General Fund	\$	0.00
Plus TD Bank General Fund Investment Account	\$	3.003.219.45
Plus JP Morgan Chase Investment MM account	\$	<u>16,921,964,75</u>
Plus Chase Operating Account		<u>0.00</u>
Debt Service (TD Bank)	\$	<u>48,962,18</u>
SCHOOL LUNCH FUND (TD Bank)		
GONOGE EGNON FOND (TO Bank)		
Balance forward September 1, 2013	\$	125,694.64
Receipts		127,147.00
Total	\$	252,841.64
Disbursements: Checks (507345-507368)		22,981.80
Wires Polance September 20, 2012	\$	43,740.61 186.119.23
Balance September 30, 2013 Plus Money Market Account	\$	<u>279.711.68</u>
Plus Money Market Account		
Plus Money Market Account SPECIAL AID FUND (TD Bank)	\$	279.711.68 201,709.58 200,000.00
SPECIAL AID FUND (TD Bank) Balance forward September 1, 2013 Receipts Total	\$	201,709.58 200,000.00 401,709.58
SPECIAL AID FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (603068 - 603086)	\$	201,709.58 200,000.00 401,709.58 192,903.53
SPECIAL AID FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (603068 - 603086) Wires	\$ \$ \$	201,709.58 200,000.00 401,709.58 192,903.53 12,052.64
SPECIAL AID FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (603068 - 603086)	\$	201,709.58 200,000.00 401,709.58 192,903.53
SPECIAL AID FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (603068 - 603086) Wires	\$ \$ \$	201,709.58 200,000.00 401,709.58 192,903.53 12,052.64
SPECIAL AID FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (603068 - 603086) Wires Balance September 30, 2013 TRUST & AGENCY FUND (TD Bank) Balance forward September 1, 2013	\$ \$ \$	201,709.58 200,000.00 401,709.58 192,903.53 12,052.64 196,753,41
SPECIAL AID FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (603068 - 603086) Wires Balance September 30, 2013	\$ \$ \$	201,709.58 200,000.00 401,709.58 192,903.53 12,052.64 196,753.41
SPECIAL AID FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (603068 - 603086) Wires Balance September 30, 2013 TRUST & AGENCY FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (719898- 719915)	\$ \$ \$ 	201,709.58 200,000.00 401,709.58 192,903.53 12,052.64 196,753.41 162,290.78 2,007,066.90 2,169,357.68 792,995.04
SPECIAL AID FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (603068 - 603086) Wires Balance September 30, 2013 TRUST & AGENCY FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (719898- 719915) Wires	\$ \$ \$ \$	201,709.58 200,000.00 401,709.58 192,903.53 12,052.64 196,753.41 162,290.78 2,007,066.90 2,169,357.68 792,995.04 1,108,582.09
SPECIAL AID FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (603068 - 603086) Wires Balance September 30, 2013 TRUST & AGENCY FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (719898- 719915) Wires Balance September 30, 2013	\$ \$ \$ \$ \$ \$	201,709.58 200,000.00 401,709.58 192,903.53 12,052.64 196,753.41 162,290.78 2,007,066.90 2,169,357.68 792,995.04 1,108,582.09 267,780.55
SPECIAL AID FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (603068 - 603086) Wires Balance September 30, 2013 TRUST & AGENCY FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (719898-719915) Wires Balance September 30, 2013 Scholarship Fund - Business Savings (TD Bank)	\$ \$ \$ \$	201,709.58 200,000.00 401,709.58 192,903.53 12,052.64 196,753.41 162,290.78 2,007,066.90 2,169,357.68 792,995.04 1,108,582.09 267,780.55 49,465.02
SPECIAL AID FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (603068 - 603086) Wires Balance September 30, 2013 TRUST & AGENCY FUND (TD Bank) Balance forward September 1, 2013 Receipts Total Disbursements: Checks (719898-719915) Wires Balance September 30, 2013	\$ \$ \$ \$ \$ \$	201,709.58 200,000.00 401,709.58 192,903.53 12,052.64 196,753.41 162,290.78 2,007,066.90 2,169,357.68 792,995.04 1,108,582.09 267,780.55

Balance forward S	eptember 1, 2013	\$	714,574.69
	Receipts		105.72
Total	•	\$	714,680.41
Disbursements:	Checks	\$	0.00
	Wires		0.00
Balance Septembe	er 30, 2013	\$	714.680.41
PAYROLL ACC	DUNT (TD Bank)		
PAYROLL ACC	DUNT (TD Bank)]	
	DUNT (TD Bank) September 1, 2013		4.00
		***************************************	1,750,760.83
Balance forward S	eptember 1, 2013 Receipts	\$ \$	1,750,760.83 1,750,764.83
Balance forward S	September 1, 2013 Receipts Checks (226540- 227545)	***************************************	1,750,760.83

Accumulated interest for fiscal year ending June 2014, as of 09/30/13, is \$7,561.43.

This Treasurer's Report contains tentative figures which are subject to reconciliation with bank statements.

Respectfully Submitted,

Paula Francis Treasurer

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 13th day of November, 2013 by and between the Board of Education of the Harborfields Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 2 Oldfield Road Greenlawn, New York 11740, and Positive Behavior Support Consulting & Psychological Resources, PC (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 68 Oakdale Road, Centerport, New York.

A. TERM

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

B. SERVICES AND RESPONSIBILITIES:

 During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:

Clinical services which include special education itinerant services delivered to the student, CSE meetings, parent training, staff training/supervision, person-centered/transition planning, behavior assessment and intervention, counseling, speech therapy, occupational therapy, skills training and inclusion consultation.

- The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing and at the times, frequency, and for the period therein specified. Payment for students added or removed shall be prorated for the period during which services were rendered.
- 3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
- 4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
- Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
- 6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
- 7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.

- 8. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
- CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
- 11. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
- 12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
- 13. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
- 14. 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.
- 15. 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).
- 16. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.

17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.

18. Insurance:

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

C. COMPENSATION:

- 1. The DISTRICT shall pay CONSULTANT at the rate of \$1,300.00 per day for services rendered in accordance with the terms of this Agreement. For periods of less than a day as set forth above, the rate shall be \$200.00 per hour.
- The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
- 3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
- 4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
- Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

Termination:

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

2. <u>Independent Contractor</u>:

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

3. Defense / Indemnification

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

fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

To District:

Superintendent of Schools

Harborfields CSD 2 Oldfield Road

Greenlawn, New York 11740,

To Consultant:

Positive Behavior Support Consulting and

Psychological Resources, P.C.

68 Oakdale Road Centerport, NY 11721

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

12. <u>Execution</u>: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

HARBORFIELDS CSD

By: Darlene Magigot-McLaughlin, Ph.D.

By: Thomas McDonagh, M.D. President, Board of Education

BETHPAGE UNION FREE SCHOOL DISTRICT 10 Cherry Avenue Bethpage, NY 11714 HARBORFIELDS CENTRAL SCHOOL DISTRICT 2 Oldfield Road Greenlawn, NY 11740

AGREEMENT 2013-2014 SCHOOL YEAR

This Agreement is entered into this 13thday of November , 2013 by and between the Board of Education of the Harborfields Central School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 2 Oldfield Road, Greenlawn, NY 11740, and the Board of Education of the Bethpage Union Free School District ("hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 10 Cherry Avenue, Bethpage, New York 11714.

WITNESSETH:

WHEREAS, New York State Education Law §3202(4)(a) provides that "the cost of instruction of pupils placed in family homes at board by a social services district or state department or agency shall be borne by the school district in which each such pupil resided at the time the social services district or state department or agency assumed responsibility for the placement, support and maintenance of such pupil."; and

WHEREAS, the New York State Office of Mental Health ("OMH") placed the student(s) listed in Confidential Schedule "A" (the "Student"), pursuant to Education Law §3202 in the Catholic Charities Family Teaching Home (the "Home"); and

WHEREAS, the Home is located within the bounds of the Bethpage Union Free School District; and

WHEREAS, the Home is an OMH licensed teaching family home program, which is a type of community residence program; and

WHEREAS, the Harborfields Central School District was the Student's district of residence at the time the OMH placed the Student in the Home;

NOW, THEREFORE, the parties mutually agree as follows:

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

B. SERVICES AND RESPONSIBILITIES

- The DISTRICT OF LOCATION is responsible for providing the Student with educational services.
- b. To the extent appropriate, the DISTRICT OF LOCATION shall develop an individualized education program (IEP) for the Student, and shall provide the services set forth in and in accordance with such IEP. The specific services to be provided to each student pursuant to this Agreement are set forth in attached Schedule "B".
 - i. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT

OF RESIDENCE. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

C. COMPENSATION

- a. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law §3202, and related provisions of the Education Law and Regulations of the Commissioner of Education.
- b. The cost for tuition and services shall be charged back to the DISTRICT OF RESIDENCE, where the Student resided at the time the OMH placed the Student.
- c. Requests for payment shall be made by the DISTRICT OF LOCATION by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a yearly basis which references the time period for which payment is being requested and a breakdown of the total amount due for the period specified. Documentation must be made available to the DISTRICT OF RESIDENCE to demonstrate the validity of the costs and their relationship to reimbursable activities.
- d. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. **TERMINATION**

a. This Agreement may be terminated by written notice of either party if Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE attending and/or boarding at the Home.

E. INDEMNIFICATION

a. THE DISTRICT OF RESIDENCE agrees to defend, indemnify and hold harmless the DISTRICT OF LOCATION, its Board of Education, the Board's agents, officers, trustees, attorneys and employees, all in their individual and corporate capacities for all loss, costs, damage and expense, including but not limited to attorney's fees, arising out of or resulting from the performance this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

F. MISCELLANEOUS

a. Both parties acknowledge and agree to comply with all laws, rules and/or regulations, as applicable, pertaining to the confidentiality of information obtained, transmitted, reviewed, generated, requested, provided, maintained, and/or otherwise utilized in connection with this Agreement. This shall include, but not be limited to, the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any concurrent Federal and/or State law, rule or regulation.

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

To DISTRICT OF RESIDENCE:

To DISTRICT OF LOCATION:

Harborfields Central School District 2 Oldfield Road Greenlawn, NY 11740 Bethpage Union Free School District 10 Cherry Avenue

Bethpage, NY 11714

Attn:

Attn: Mr. Joseph A. Marchesiello

- d. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- e. 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.
- f. Should any provision of this Agreement for any reason be declared invalid and/or unenforceable such declaration 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.
- g. 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.
- h. This Agreement, along with the attached Schedules "A" and "B", is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- i. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
- j. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.

- k. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
- I. This Agreement shall be governed in all respects by the laws of the State of New York and applicable Federal laws and regulations. Each of the parties agrees to submit to the jurisdiction of the courts of the State of New York, County of Nassau (or the Federal Court otherwise having jurisdiction over such County and subject jurisdiction over the dispute.)

DIST	RICT OF RESIDENCE	DISTRICT OF LOCATION				
HARI	BORFIELDS CENTRAL SCHOOL DISTRICT	BETHPAGE UNION FREE SCHOOL DISTRICT				
Ву:	President, Board of Education Thomas McDonagh, M.D.	By: President, Board of Education				
Date		Date				

BETHPAGE UNION FREE SCHOOL DISTRICT HARBORFIELDS CENTRAL SCHOOL DISTRICT

CONFIDENTIAL SCHEDULE "A"

July 1 2013 - June 30, 2014

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

One student attending a program within the Bethpage Union Free School District.

D#623211v1/F#2007.1.00500

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this 13 day of November, 2013 by and between the Board of Education of the Harborfields Central School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 525 Half Hollow Road, Dix Hills, New York, 11746, and the Board of Education of the Commack Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at the Hubbs Administration Center, Clay Pitts Road, East Northport, New York, 11731.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

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

B. SERVICES AND RESPONSIBILITIES:

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

Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

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

C. COMPENSATION:

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

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

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

D. TERMINATION.

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

E. MISCELLANEOUS

1. All notices which are required or permitted under this Agreement shall be in writing,

and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To DISTRICT OF RESIDENCE:

Harborfields Central School District

525 Half Hollow Road

Dix Hills, NY 11746

To DISTRICT OF LOCATION:

Commack Union Free School District

Clay Pitts Road

East Northport, NY 11731

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

#208889v1

- Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
- 10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE	DISTRICT OF LOCATION			
By: Thomas McDonagh, M.D.	By: Peter Wunsch			
President Board of Education	President Board of Education			
Fresident board of Education	President board of Eddcation			
Harborfields Central School District	Commack Union Free School District			
Date	Date 10 24 17			

COMMACK UNION FREE SCHOOL DISTRICT HARBORFIELDS CENTRAL SCHOOL DISTRICT

CONFIDENTIAL SCHEDULE "A"

July 1 2013 - June 30, 2014

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

One student attending a program within the COMMACK Union Free School District.

Harborfields Central School District 2013-2014 Extra Compensation Report Board of Education Agenda November 13, 2013

Last Name	First Name	Building	Assignment	BOE Date	Eff. Date	Hours	Hourly Rate	Annual Salary
Greening	Kristin	HHS	Co-Advisor Grade 9	11/13/13	12/06/13			\$688.00
Greening	Kristin	HHS	Co-Advisor Model UN	11/13/13	12/06/13			\$440.00
Jackson	Clare	HHS	Advisor Vocal Ensemble	11/13/13	12/02/13			\$3,243.22
Lowenhar	Jessica	HHS	Advisor Vocat Ensemble	11/13/13	12/03/13			\$720.78
McCullagh	Barbara	HHS	Co-Advisor Grade 9	11/13/13	12/06/13			\$2,064.00
McCullagh	Barbara	ннѕ	Co-Advisor Model UN	11/13/13	12/06/13			\$1,320.00
Flaccomio	Michael	OMS	Advisor Sound Coordinator	11/13/13	11/14/13			\$600.00
Hillebrand	Marissa	OMS	Advisor Drama Producer	11/13/13	11/14/13			\$300.00
Lockwood	Drew	OMS	Advisor Set Production	11/13/13	11/14/13			\$800.00
Bulfin	Kathleen	TJL	Advisor Lahey Literacy Lions Math	11/13/13	10/28/13	23	\$42.75	\$983.25
O'Connor	Kaitlyn	TJL	Advisor Lahey Literacy Lions ELA/Math	11/13/13	10/17/13	3	\$42.75	\$128.25
Sheehan	Eileen	TJL	Advisor Lahey Literacy Lions ELA	11/13/13	10/28/13	44	\$42.75	\$1,881.00
<u> </u>			NONHARBORFIELDS STA	AFF MEMBE	RS			
Shepherd	Justin	HHS	Coach Varsity Boys Lacrosse Assistant	11/13/13	03/03/14			\$5,666.00
			RESCINDS		,			
Last Name	First Name	Building	Assignment	BOE Date	Eff. Date	Hours	Hourly Rate	Annual Salary
Curcio	James	HHS	Coach JV Boys Lacrosse	11/13/13	11/14/13			\$5,666.00
Greening	Kristin	HHS	Co-Advisor Grade 9	11/13/13	12/06/13			\$1,376.00
Greening	Kristin	HHS	Co-Advisor Model UN	11/13/13	12/06/13			\$880.00
Jackson	Clare	HHS	Advisor Vocal Ensemble	11/13/13	12/02/13			\$3,964.00
McCullagh	Barbara	HHS	Co-Advisor Grade 9	11/13/13	12/06/13			\$1,376.00
McCullagh	Barbara	HHS	Co-Advisor Model UN	11/13/13	12/06/13			\$880.00

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Harborfields Central School District 2013-2014 Extra Compensation Report Board of Education Agenda November 13, 2013

RESCINDS									
Last Name	First Name	Building	Assignment	BOE Date	Eff. Date	Hours	Hourly Rate	Annual Salary	
Proctor	Bryan	ннѕ	Coach Varsity Boys Lacrosse Assistant	11/13/13	11/14/13			\$5,666.00	
Newman	John	OMS	Coach Baseball 7 & 8 (Spring)	11/13/13	11/14/13			\$4,216.00	
O'Connor	Kaitlyn	TJL	Advisor Lahey Literacy Lions ELA/Math	11/13/13	11/14/13	70	\$42.75	\$2,992.50	

2

11/12/2013

	APPOINTMENTS						
Last Name	First Name	Building	Assignment	Reason for Appointment			
Greening	Kristin	HHS	Co-Advisor Grade 9	Ms. Greening is a high school teacher who was recommended for this position by the principal of the high school.			
Greening	Kristin	HHS	Co-Advisor Model UN	Ms. Greening is a high school teacher who was recommended for this position by the principal of the high school.			
Jackson	Clare	HHS	Advisor Vocal Ensemble	Ms. Jackson is a high school teacher who was recommended for this position by the director of music and art.			
Lowenhar	Jessica	HHS	Advisor Vocal Ensemble	Ms. Lowenhar is a high school teacher who was recommended for this position by the director of music and art. She will be covering this assignment during Clare Jackson's leave of absence.			
McCullagh	Barbara	HHS	Co-Advisor Grade 9	Ms. McCullagh is a high school teacher who was recommended for this position by the principal of the high school.			
McCullagh	Barbara	HHS	Co-Advisor Model UN	Ms. McCullagh is a high school teacher who was recommended for this position by the principal of the high school.			
Bulfin	Kathleen	TJL	Advisor Lahey Literacy Lions Math	Ms. Bulfin is an elementary school teacher who was recommended for this position by the principal of the elementary school.			
Flaccomio	Michael	OMS	Advisor Sound Coordinator	Mr. Flaccomio is a middle school teacher who was recommended for this position by the principal of the middle school.			
Hillebrand	Marissa	OMS	Advisor Drama Producer	Ms. Hillebrand is a middle school teacher who was recommended for this position by the principal of the middle school.			
Lockwood	Drew	OMS	Advisor Set Production	Mr. Lockwood is a middle school teacher who was recommended for this position by the principal of the middle school.			
O'Connor	Kaitlyn	TJL	Advisor Lahey Literacy Lions ELA/Math	Ms. O'Connor is an elementary school teacher who was recommended for this position by the principal of the elementary school.			
				Ms. Sheehan is an elementary school teacher who was recommended for this position by the principal of the elementary			
Sheehan	Eileen	TJL N	Advisor Lahey Literacy Lions ELA ONHARBORFIELDS STA	school.			
			CHIARDON ILLOS STAI	Although this position was posted within the district, no staff			
Shepherd	Justin	HHS	Coach Varsity Boys Lacrosse Assistant	member applied. Mr. Shepherd was the most qualified for this position.			

	RESCINDS						
Last Name	First Name	Building	Assignment	Reason for Appointment			
Curcio	James	HHS	Coach JV Boys Lacrosse	Mr. Curcio has resigned from this position.			
Greening	Kristin	HHS	Co-Advisor Grade 9	Ms. Greening was approved for this assignment at the July 10, 2013 board meeting. Due to a leave of absence, she will be unable to attend five sessions. Therefore, the full stipend amount is rescinded			
Greening	Kristin	HHS	Co-Advisor Model UN	Ms. Greening was approved for this assignment at the July 10, 2013 board meeting. Due to a leave of absence, she will be unable to attend five sessions. Therefore, the full stipend amount is rescinded.			
Jackson	Clare	HHS	Advisor Vocal Ensemble	Ms. Jackson was approved for this assignment at the July 10, 2013 board meeting. Due to a leave of absence, she will be unable to attend six rehearsals. Therefore, the full stipend amount is rescinded.			
McCullagh	Barbara	ннѕ	Co-Advisor Grade 9	Ms. McCullagh was approved for this assignment at the July 10, 2013 board meeting. During Kristin Greening's leave of absence, Ms. McCullagh will assume sole responsibility for this assignment. Therefore, her stipend amount will increase.			
McCullagh	Barbara	HHS	Co-Advisor Model UN	Ms. McCullagh was approved for this assignment at the July 10, 2013 board meeting. During Kristin Greening's leave of absence, Ms. McCullagh will assume sole responsibility for this assignment. Therefore, her stipend amount will increase.			
Proctor	Bryan	HHS	Coach Varsity Boys Lacrosse Assistant	Mr. Proctor has resigned from this position.			
Newman	John	OMS	Coach Baseball 7 & 8 (Spring)	Mr. Newman has resigned from this position.			
O'Connor	Kaitlyn	TJL	Advisor Lahey Literacy Lions ELA/Math	Ms. O'Connor has resigned her position with the Harborfields Central School District.			

	APPOINTMENTS						
Last Name	First Name	Building	Assignment	Reason for Appointment			
Greening	Kristin	HHS	Co-Advisor Grade 9	Ms. Greening is a high school teacher who was recommended for this position by the principal of the high school.			
Greening	Kristin	HHS	Co-Advisor Model UN	Ms. Greening is a high school teacher who was recommended for this position by the principal of the high school.			
Jackson	Clare	HHS	Advisor Vocal Ensemble	Ms. Jackson is a high school teacher who was recommended for this position by the director of music and art.			
Lowenhar	Jessica	HHS	Advisor Vocal Ensemble	Ms. Lowenhar is a high school teacher who was recommended for this position by the director of music and art. She will be covering this assignment during Clare Jackson's leave of absence.			
McCullagh	Barbara	HHS	Co-Advisor Grade 9	Ms. McCullagh is a high school teacher who was recommended for this position by the principal of the high school.			
McCullagh	Barbara	HHS	Co-Advisor Model UN	Ms. McCullagh is a high school teacher who was recommended for this position by the principal of the high school.			
Bulfin	Kathleen	TJL	Advisor Lahey Literacy Lions Math	Ms. Bulfin is an elementary school teacher who was recommended for this position by the principal of the elementary school.			
Flaccomio	Michael	OMS	Advisor Sound Coordinator	Mr. Flaccomio is a middle school teacher who was recommended for this position by the principal of the middle school.			
Hillebrand	Marissa	OMS	Advisor Drama Producer	Ms. Hillebrand is a middle school teacher who was recommended for this position by the principal of the middle school.			
Lockwood	Drew	OMS	Advisor Set Production	Mr. Lockwood is a middle school teacher who was recommended for this position by the principal of the middle school.			
O'Connor	Kaitlyn	TJL	Advisor Lahey Literacy Lions ELA/Math	Ms. O'Connor is an elementary school teacher who was recommended for this position by the principal of the elementary school.			
Sheehan	Eileen	TJL	Advisor Lahey Literacy Lions ELA	Ms. Sheehan is an elementary school teacher who was recommended for this position by the principal of the elementary school.			
<u> </u>			ONHARBORFIELDS STAF				
Shepherd	Justin	HHS	Coach Varsity Boys Lacrosse Assistant	Although this position was posted within the district, no staff member applied. Mr. Shepherd was the most qualified for this position.			

RESCINDS							
Last Name	First Name	Building	Assignment	Reason for Appointment			
Curcio	James	HHS	Coach JV Boys Lacrosse	Mr. Curcio has resigned from this position.			
Greening	Kristin	HHS	Co-Advisor Grade 9	Ms. Greening was approved for this assignment at the July 10, 2013 board meeting. Due to a leave of absence, she will be unable to attend five sessions. Therefore, the full stipend amount is rescinded			
Greening	Kristin	HHS	Co-Advisor Model UN	Ms. Greening was approved for this assignment at the July 10, 2013 board meeting. Due to a leave of absence, she will be unable to attend five sessions. Therefore, the full stipend amount is rescinded.			
Jackson	Clare	HHS	Advisor Vocal Ensemble	Ms. Jackson was approved for this assignment at the July 10, 2013 board meeting. Due to a leave of absence, she will be unable to attend six rehearsals. Therefore, the full stipend amount is rescinded.			
McCullagh	Barbara	HHS	Co-Advisor Grade 9	Ms. McCullagh was approved for this assignment at the July 10, 2013 board meeting. During Kristin Greening's leave of absence, Ms. McCullagh will assume sole responsibility for this assignment. Therefore, her stipend amount will increase.			
				Ms. McCullagh was approved for this assignment at the July 10, 2013 board meeting. During Kristin Greening's leave of absence, Ms. McCullagh will assume sole responsibility for this assignment.			
McCullagh	Barbara	HHS	Co-Advisor Model UN	Therefore, her stipend amount will increase.			
Proctor	Bryan	HHS	Coach Varsity Boys Lacrosse Assistant	Mr. Proctor has resigned from this position.			
Newman	John	OMS	Coach Baseball 7 & 8 (Spring)	Mr. Newman has resigned from this position.			
O'Connor	Kaitlyn	TJL	Advisor Lahey Literacy Lions ELA/Math	Ms. O'Connor has resigned her position with the Harborfields Central School District.			