

AGENDA



BOARD OF EDUCATION

July 5, 2017

Immediately following Re-organizational Meeting

**Beach Street Middle School
17 Beach Street**

*Submitted by:
Bernadette M. Burns
Superintendent of Schools*

A G E N D A

REGULAR MEETING OF THE BOARD OF EDUCATION

July 5, 2017

Beach Street Middle School

West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. ANNOUNCEMENTS
- IV. INVITATION TO PUBLIC - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards only. (Name and address required) - This will be limited to 20 minutes and will continue only as long as it is conducted in an orderly fashion.*
- V. APPROVAL OF MINUTES: A motion is needed to approve the minutes of the June 20, 2017 Planning Session
- VI. PERSONNEL
- VII. CURRICULUM UPDATE
- VIII. REPORT OF BOARD COMMITTEES:
 - A) Policy Committee
 - Annual Review:* No. 5412 Purchasing Procedures
 - No. 5421 Procurement of Goods and Services
 - No. 5610 Insurance
 - No. 5623 Use of School Owned Materials and Equipment
 - No. 5683 Districtwide Safety Committee
 - No. 6150 Alcohol, Drugs and Other Substances (School Personnel)
 - No. 7320 Alcohol, Drugs and Other Substances (Students)
 - First Reading:* No. 7110 Attendance
- IX. FINANCIAL MATTERS
 - A) Treasurer's Report {None}
- X. BUSINESS ITEMS
 - A) Approval of Budget Transfers {None}
 - B) Approval of Donation
 1. Warren Haas → Oquenock \$1,700 ~ Buddy Bench in honor of David Haas
 - C) Approval of the following Long Island School Food Nutrition Directors' Association Cooperative Bids 2017-2018
 1. Bagels
 2. Bread
 3. Commodity Foods Direct Diversion
 4. Dairy
 5. Dishwashing/Cleaning Supplies
 6. Drinks/Coffee
 7. Frozen
 8. Grocery
 9. Ice Cream with Equipment
 10. Large Kitchen Equipment
 11. Meat
 12. Paper, Disposables and Cleaning Supplies
 13. Small Wares
 14. Snacks – Smart
 15. Snacks – Non Compliant

X. BUSINESS ITEMS, continued

D) Approval of Contracts

1. Access 7 Services, Inc. {2017-2018}
2. Babylon UFSD {2017-2018}
3. Brookville Center for Children's Services {2017-2018}
4. Cleary School for the Deaf {2017-2018}
5. Commack UFSD {July 1 – August 30, 2017}
6. Home Care Therapies, LLC d/b/a Horizon Healthcare Staffing {2017-2018}
7. Little Flower School District {2017-2018}
8. Metro Therapy {2017-2018}
9. Nassau Suffolk Services for Autism – The Martin C. Barell School {2017-2018}
10. NYSARC, Inc. Suffolk Chapter {2017-2018}
11. St. James Tutoring Inc. {2016-2017}
12. The Hagedorn Little Village School {2017-2018}
13. The New England Center for Children {2017-2018}

E) Approval of Surplus Items

1. English Language Arts materials ~ West Islip High School
2. Family and Consumer Science textbooks ~ West Islip High School

F) Approval of Cullen & Danowski Engagement Letter 2017-2018

XI. PRESIDENT'S REPORT

- A) Approval of Stipulation of Settlement and Release ~ Student A
- B) Approval of Service Agreement ~ Security Coordinator
- C) Approval of Service Agreement ~ Smartweb, Inc.

XII. SUPERINTENDENT'S REPORT

XIII. NOTICES/REMINDERS

XIV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

XV. INVITATION TO THE PUBLIC - *The public, at this time, is cordially invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards only. (Name and address required) ~ 20 minute time limit*

XVI. *EXECUTIVE SESSION – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation.*

XVII. CLOSING - Adjournment

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
June 20, 2017 – District Office**

AGENDA ITEM V.
MINUTES
RM 7/5/2017

PRESENT: Mr. Gellar, Mrs. LaRosa, Mr. Brady, Mr. Maginniss, Mr. O'Connor, Mr. Ulrich, Mr. Zotto
(departed 8:58 p.m.) (arrived 7:58 p.m.)

ABSENT: None

ADMINISTRATORS: Mrs. Burns, Mrs. Duffy, Dr. Rullan

ABSENT: None

Meeting was called to order at 7:30 p.m., followed by the pledge.

Donald Hoffman and Richard Coffey of Cullen & Danowski, LLP presented to the Audit Committee the independent Accountant's Report on Applying Agreed-Upon Procedures 2017- Facilities Review.

Motion was made by Scott Brady, seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve the minutes of the June 8, 2017 Regular Meeting.

PERSONNEL:

Motion was made by Mike Zotto seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve TEACHING- PROBATIONARY APPOINTMENT: Kristen Newman, Mathematics, effective August 31, 2017 to August 30, 2020 (High School; Step4⁵ {change from Step 3⁵}; replacing L. Scimeca {retired}).

In order to be granted tenure a classroom teacher or building principal shall have received composite or overall annual professional performance review ratings to Education Law § 3012-d of either effective or highly effective in at least three of the four preceding years and if a classroom teacher or building principal receives an ineffective composite or overall rating in the final year of the probationary period he or she shall not be eligible for tenure at that time.

Motion was made by Mike Zotto seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Theresa Insalaco, Part Time Food Service Worker, effective June 23, 2017 (14 years).

Motion was made by Kevin O'Connor seconded by Mike Zotto and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: James Cutillo, Custodial Worker I, effective June 10, 2017 (Bayview; change from Acting Head Custodian).

Motion was made by Annmarie LaRosa seconded by Mike Zotto and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$10.75/hour): Joseph Geldmacher, effective June 21, 2017.

Motion was made by Kevin O'Connor seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: CURRICULUM WRITING SUMMER 2017: Lynnette Fawess, Instrumental Orchestra; David Kaufman, Instrumental Band; Laura Hill-Primiano, Classroom Music/General Music; Sharon Quinlan, Classroom Music/General Music.

Motion was made by Mike Zotto seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: HOMEBOUND INSTRUCTOR (\$30 per hour): Jill Fedun, effective March 20, 2017.

Motion was made by Mike Zotto seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem): John Simeone, effective April 28, 2017.

Motion was made by Kevin O'Connor seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SUMMER RECREATION CAMP 2017:

John Mullins, Director, \$77 per hour
Tim Horan, Assistant Director, \$70 per hour
Susan Burke, Clerical Support, \$28 per hour
Laurie Luquer, Nurse, \$27 per hour
Eileen Madocks, Nurse, \$27 per hour
Debbie Federico, Lead Crafts Counselor, \$25 per hour
Debra Costantino, Lead Crafts Counselor, \$20 per hour

Camp Counselors (\$12 per hour)

Emily Brierly	Stephanie Maio	Gabby Ryan
Jessica Curto	Marissa McAllister	Chris Scharf
Lauren Distefano	Andrew Moschetto	Victoria Sidorski
Cameryn Engel	John Mullins	Matthew Tonn
Kaitlin Grante	Kassidy Mullins	Patrick Viviano
Alessandra Marino	Jessica Pillitteri	Kylie Walsh
Paul Massman	Alyssa Pratt	Julie Zambrano
	Jake Richter	

Motion was made by Scott Brady seconded by Mike Zotto and carried when all Board members present, with the exception of Annmarie LaRosa who abstained from voting, voted in favor to approve OTHER: SUMMER RECREATION CAMP COUNSELOR 2017: Cassie LaRosa, \$12 per hour.

Motion was made by Annmarie LaRosa seconded by Kevin O'Connor and carried when all Board members present, with the exception of Mike Zotto who abstained from voting, voted in favor to approve OTHER: SUMMER RECREATION CAMP COUNSELOR 2017: Matthew Zotto, \$12 per hour.

Motion was made by Scott Brady seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve the following surplus items: Library curriculum materials ~ WIHS, Udall, Bayview, Manetuck, Oquonock, Paul J. Bellew and English language arts materials ~ WIHS.

Motion was made by Scott Brady seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve resolution re: Breakfast Program Exemption 2017 – 2018.

Motion was made by Annmarie LaRosa seconded by Mike Zotto and carried when all Board members present voted in favor to approve Independent Accountant's Report on Applying Agreed-Upon Procedures 2017 – Facilities Review.

Motion was made by Kevin O'Connor seconded by Scott Brady and carried when all Board members present voted in favor to approve bid: Sprague - Gasoline for District Vehicles.

Motion was made by Mike Zotto seconded by Scott Brady and carried when all Board members present voted in favor to approve Lease Agreement: Divine Rhythms Dance, Inc.

Motion was made by Kevin O'Connor seconded by Scott Brady and carried when all Board members present voted in favor to approve Lease Agreement: South Shore Children's Center of West Islip, Inc.

Motion was made by Kevin O'Connor seconded by Scott Brady and carried when all Board members present voted in favor to approve Supplemental Agreement to the Lease: South Shore Children's Center of West Islip, Inc.

Motion was made by Kevin O'Connor seconded by Scott Brady and carried when all Board members present voted in favor to approve Stipulation of Settlement and Release: Student A

Motion was made by Kevin O'Connor seconded by Scott Brady and carried when all Board members present voted in favor to approve 2017-2018 Student Teacher Calendar (revision).

Motion was made by Scott Brady, seconded by Kevin O'Connor and carried when all Board members present voted in favor to adjourn to Executive Session at 7:58 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:08 p.m. on motion by Mike Zotto, seconded by Scott Brady and carried when all Board members present voted in favor.

Motion was made by Kevin O'Connor seconded by Mike Zotto and carried when all Board members present voted in favor to approve the following salary changes effective July 1, 2017:

Salary adjustments and changes to terms of employment for Confidential Secretaries and Non-Represented staff effective July 1, 2017:

Salary increase of 1.26%, longevity to be added to the base salary of Confidential Secretaries and Non-represented staff.

Confidential positions: increases in confidential stipend of \$500 after 5 years, 10 years and 15 years in a confidential position, change vacation accrual of 5 weeks after 20 years of service to after 17 years of service, change language regarding snow days, add ability to donate sick days to other confidential employees.

Purchasing Agent and Accountant: add vacation accrual of 5 weeks after 15 years of service.

Salary adjustments: Personnel Assistant - \$3,500; Employee Benefits Senior Account Clerk - \$3,500; Accountant - \$2,500; Purchasing Agent - \$5,000; Computer Technicians - \$1,200.

Meeting adjourned at 9:10 p.m. on motion by Kevin O'Connor, seconded by Bob Ulrich and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

All correspondence, reports or related material referred to in these minutes are on file in the District Office.

PERSONNEL:

Consider recommendations of the Superintendent of Schools on the following items:

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Erin Bies, Social Worker
Effective August 30, 2017 to August 29, 2021
(Oquenock; Step 1A¹; new position)

Julia Cardo, Science
Effective August 30, 2017 to August 29, 2021
(Beach/Udall; Step 1A¹; replacing C. Marro {retired})

Sarah Spoering, World Language
Effective August 30, 2017 to August 29, 2021
(High School; Step 1A⁴; replacing V. Lo Piccolo {terminated})

Avery Yurman, Music
Effective August 30, 2017 to August 29, 2021
(Manetuck/Oquenock; Step 1A¹; replacing L. LaPinta {retired})

In order to be granted tenure a classroom teacher or building principal shall have received composite or overall annual professional performance review ratings pursuant to Education Law § 3012-d of either effective or highly effective in at least three of the four preceding years and if a classroom teacher or building principal receives an ineffective composite or overall rating in the final year of the probationary period he or she shall not be eligible for tenure at that time.

T-2 REGULAR SUBSTITUTE

Giavanna Donarumia, Social Studies
Effective August 30, 2017 – June 30, 2018
(High School; Step 1A¹; replacing B. Fiorini {leave of absence})

Justine Ferrar, Elementary
Effective August 30, 2017 to June 30, 2018
(Manetuck; Step 2¹; replacing M. Solnick {leave of absence})

OTHER

FALL 2017 MIDDLE SCHOOL COACHES

GIRLS TENNIS

Patrick Tunstead, 7-8 Udall/Beach Coach

FIELD HOCKEY

Kelly Weisenseel, 7-8 Beach Coach

SUBSTITUTE TEACHER (\$115 per diem)

Julia Iannielli effective September 5, 2017, *student teacher*

OTHER, continued

CURRICULUM WRITING SUMMER 2017

<u>Grade 2</u>	<u>IB Chemistry SL</u>
Cynthia LaPrarie	Jessica Levings
Jessica Shaw	Melissa Morana
Daria Solano	Kathleen Scrivani

<u>Grade 5</u>	<u>M.S. Research</u>
Justin DeMaio	Kristine Hagens
	Mary Kroll

<u>Grade 6</u>	Lynn Larsen
Andrea Miller	

SUMMER SCHOOL 2017

<u>Algebra I</u>	<u>Global History</u>
Alyssa Urbach	Edward Jablonski

<u>English</u>	<u>Living Environment</u>
Linda Gifford	Sara Kohamin

Geometry
Nancy Yost

MIDDLE SCHOOL SUMMER ACADEMY PROGRAM 2017

Jill Fedun
Elizabeth Kelly
Elaine Longo

REGENTS REVIEW SUMMER 2017

<u>Chemistry</u>	<u>Living Environment</u>
Kristie Ferruzzi	Sara Kohamin

Earth Science
Julia Cardo

SUMMER INVESTIGATIONS PROGRAM 2017

Summer Investigations Aides
Debra Harrell
Eileen Magaraci
Tara Miller

SUBJECT: PURCHASING PROCEDURES

The following sets forth the policies and procedures of the West Islip Union Free School District to meet the requirements of General Municipal Law, Section 104-b.

Purpose

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys, in the best interest of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the Board of Education is adopting internal policies and procedures governing all procurement of goods and services which are not required to be made pursuant to competitive bidding requirements of General Municipal Law, Section 103 or of any other general, special or local law. Notwithstanding the foregoing, the District will adhere to the requirements of the General Municipal Law regarding purchasing.

Procedures for determining Whether Procurement are Subject to Bidding

The procedures for determining whether a procurement of goods and services is subject to competitive bidding and documenting the basis for any determination that competitive bidding is not required by law will be administered by the purchasing agent and/or the Asst. Supt. for Business, as follows:

In general, the District will not be required to secure alternative proposals or quotations for: 1) emergencies (as defined by General Municipal Law 103 (4); 2) procurement where there is no possibility of competition (i.e., sole source items); 3) procurement of professional services, which because of confidential nature of the services do not lend themselves to procurement through solicitation; or 4) procurement for purchase contracts below \$500 when solicitations of competition would not be cost-effective. Documentation relating to determination whether procurement are subject to bidding may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation.

Statutory Exceptions From These Policies and Procedures

Except for procurement made pursuant to General Municipal Law, Section 103 (3) (through county contracts), Section 103(16) through contracts let by the United States of America or any agency thereof, or any state or political subdivision or district therein or Section 104 (through state contract of the Office of General Services), State Finance Law, Section 175-b (from agencies for the blind or severely handicapped), Correction Law, Section 186 (articles manufactured in correctional institutions), Board approved cooperative purchase agreements and purchases made through available cooperative BOCES bids, alternative proposals or quotations for goods and services shall be secured by the Purchasing agent, the Assistant Superintendent for Business or other person designated by the Assistant Superintendent for Business, by use of written requests for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of General Municipal Law, Section 104-b. all purchase orders will reflect the applicable state, county or BOCES bid reference number.

SUBJECT: PURCHASING PROCEDURES, continued

Methods of Competition to be Used for Non-Bid Procurement

In general, as determined by the Purchasing Agent and/or the Assistant Superintendent for Business, the District will require the following methods of competition be used and the sources of documentation maintained when soliciting nonbid (open market) procurement for purchase contracts: 1) For purchases under \$1,001 no quotation shall be required. 2) For purchases between \$1,001 and \$5,000, a minimum of two verbal and/or written quotations must be solicited. 3) For purchases between \$5,000 and \$10,000, a minimum of three written quotations shall be solicited. 4) For purchases greater than \$10,000, the District will comply with the bidding requirements set forth in General Municipal Law Section 103.

When soliciting for public works contracts, the District will require that 1) For public works contracts below the District-established bidding threshold of \$20,000 for repairs occurring on an irregular basis which may include, but not be limited to, electrical, plumbing, carpentry, boiler, fencing, field maintenance, etc., verbal and/or written quotations will be solicited and reviewed annually by the Director of Facilities. 2) For public works contracts of \$20,000 or more, the District will comply with the bidding requirements set forth in General Municipal Law Section 103.

The Superintendent of Schools, with the assistance of the Purchasing Agent shall be responsible for the establishment and implementation of the procedures on standard forms for use in purchasing and related activities in the District. These procedures shall comply with all applicable laws and regulations of the State and Commissioner of Education. Documentation relating to methods of competition may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation.

For purchases that are governed by the competitive bidding requirements of General Municipal Law, Section 103 and for purchases that are below the statutory threshold, the District may make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with the General Municipal Law and made available for use by other governmental entities.

Awards to Other Than Lowest Responsible Dollar Offerer

As determined by the purchasing agent and/or the Assistant Superintendent for Business the District will provide justification and documentation of any contract awarded to a vendor other than the lowest bidder, setting forth the reasons why such award is in the best interests of the District. Documentation relating to awards to other than the lowest offer may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation. This documentation otherwise furthers the purpose of Section 104-B of the General Municipal Law. Factors supporting award to other than the lowest offer may include: 1) an inability to provide items as specified and awarded in previous bids; 2) an inability to deliver materials or services in a timely fashion; 3) substitution of alternative items without informing a District; 4) varying from prescribed procedures and/or specifications for the performance of the service or contract without the expressed permission of the contracting District; 5) products which do not meet the District standards as determined through its own evaluation procedures; 6) failure or difficulty in providing proper insurance certificates or performance bond, where required or specified; 7) use of vendors or subcontractors that provide inferior products or services; 8) failure to provide adequate references, where required; and 9) failure to provide samples of alternate bid terms, when requested.

SUBJECT: PURCHASING PROCEDURES, continued

Awards on the Basis of Best Value

Purchases may also be made on the basis of best value in accordance with the General Municipal Law. The best value standard may only be used for purchase contracts, which includes contracts for service work, but excludes any purchase contracts necessary for the completion of a public works contract pursuant to Article Eight of the Labor Law. When awarding contracts under the best value standard, the district must consider the overall combination of quality, price, and other elements of the required commodity or service that in total are optimal relative to the needs of the district. Use of the best value standard must rely, wherever possible, on objective and quantifiable analysis. The best value standard may identify as a quantitative factor whether offerors are small businesses or certified minority- or women-owned business enterprises as defined in New York Executive Law § 310. Use of the best value standard for the procurement of goods and services requires approval from the Board of Education. The Board must also approve the factors to be considered when awarding contracts under this standard.

Input from Officers

Comments concerning the policies and procedures shall be solicited from administrators and/or officers of the school district herein involved in the procurement process prior to the enactment of the policies and procedures, and will be solicited from time to time thereafter.

Annual Review

The Board of education shall annually review these policies and procedures. The Purchasing Agent shall be responsible for conducting an annual review of the procurement policy and for an evaluation of the internal control structure established to ensure compliance with the procurement policy.

Unintentional Failure to Comply

The unintentional failure to fully comply with the provisions of Section 104-b of the General Municipal Law or the District policy regarding procurement shall not be grounds to void action taken or give rise to a cause of action against the District of any officer or employee of the district.

*LegalReferences: General Municipal Law 103; 109-a; 800 et seq, 104-b State Finance Law,
Section 175-b, Correction Law, Section 186*

SUBJECT: PROCUREMENT OF GOODS AND SERVICES

The Board of Education recognizes its responsibility to ensure the development of procedures for the procurement of goods and services not required by law to be made pursuant to competitive bidding requirements. These goods and services must be procured in a manner so as to:

- a) Assure the prudent and economical use of public moneys in the best interest of the taxpayer;
- b) Facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances; and
- c) Guard against favoritism, improvidence, extravagance, fraud and corruption.

These procedures shall contain, at a minimum, provisions which:

- a) Prescribe a process for determining whether a procurement of goods and services is subject to competitive bidding and if it is not, documenting the basis for such determination;
- b) With certain exceptions (purchases pursuant to General Municipal Law, Section 186; State Finance Law, Sections 175-a and 175-b; State Correction Law, Section 184; or those circumstances or types of procurements set forth in (f) of this section), provide that alternative proposals or quotations for goods and services shall be secured by use of written request for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of Section 104-b of General Municipal Law;
- c) Set forth when each method of procurement will be utilized;
- d) Require adequate documentation of actions taken with each method of procurement;
- e) Require justification and documentation of any contract awarded to other than the lowest responsible dollar offer, stating the reasons; and
- f) Set forth any circumstances when, or the types of procurement for which, the solicitation of alternative proposals or quotations will not be in the best interest of the District.

Any unintentional failure to fully comply with these provisions shall not be grounds to void action taken or give rise to a cause of action against the District or any District employee.

The Board of Education shall solicit comments concerning the District's policies and procedures from those employees involved in the procurement process. All policies and procedures regarding the procurement of goods and services shall be reviewed annually by the Board.

SUBJECT: INSURANCE

The objective of the Board of Education is to obtain the best possible insurance at the lowest possible cost, and to seek advice periodically from an Insurance Appraisal Service to determine that adequate coverage is being provided regarding fire, boiler, general liability, bus and student accident insurance.

The Board shall carry insurance to protect the District's real and personal property against loss or damage. This property shall include school buildings, the contents of such buildings, school grounds and automobiles.

The Board may also purchase liability insurance to pay damages assessed against Board members and District employees acting in the discharge of their respective duties, within the scope of their employment and/or under the direction of the Board.

All insurance policies, along with an inventory of the contents of the building, should be kept in a fireproof depository or with the appropriate insurance agent for safekeeping and referral purposes. The Superintendent shall review the District's insurance program annually and make recommendations to the Board if more suitable coverage is required.

Public Officers Law Section 18
General Municipal Law Sections 6-n and 52
Education Law Sections 1709(8) and (26) and
(34-b), 3023, 3028, and 3811

SUBJECT: USE OF SCHOOL-OWNED MATERIALS AND EQUIPMENT

Except when used in connection with or when rented under provisions of Education Law Section 414, school-owned materials or equipment may be used by District employees and/or students for school related purposes only. Private and/or personal use of school-owned materials and equipment is strictly prohibited.

The Board of Education permits the use of district-owned materials and equipment (e.g., laptop computers, cell phones, audio-visual equipment, etc.) by Board members, officers, and employees of the district when such material and equipment is needed for district-related purposes.

The Board will permit school materials and equipment to be loaned to staff members when such use is directly or peripherally related to their employment and loaned to students when the material and equipment is to be used in connection with their studies or extracurricular activities.

The Superintendent of Schools, in consultation with the School Business Official, shall establish regulations governing the loan and use of such equipment. Such regulations must address:

- The individuals who may properly authorize the use of such material and/or equipment;
- The lack of authority of the borrower to use such material or equipment for private, non-business purposes;
- The responsibilities of the borrower for proper use, care and maintenance;
- That, regardless of condition or other factors, all loaned equipment must be returned to the district. No item may be sold to or purchased by the borrower unless such equipment has been returned to the district for evaluation and, if necessary, disposal in accordance with district policy and procedures.

All equipment shall be inventoried and a list shall be maintained of the date such equipment was loaned, to whom it was loaned, and the date of expected and actual return.

Individuals borrowing district-owned equipment shall be fully liable for any damage or loss occurring to the equipment during the period of its use, and shall be responsible for its safe return.

The following departments shall maintain records of all equipment that is loaned for long-term use (e.g., school year, term of office, etc.) and shall review such list yearly.

- Buildings and Grounds: cell phones and pagers
- Audio Visual Coordinator: audio-visual equipment
- Director of Technology: laptop computers, iPads, Chromebooks

Administrative regulations will be developed to assure the lender's responsibility for, and return of, all such materials and equipment.

Education Law Section 414

SUBJECT: DISTRICTWIDE SAFETY COMMITTEE

There will be a Districtwide Safety Committee consisting of the Superintendent, assistant superintendents, the Director of Buildings and Grounds, the Security Director, and various administrative and other staff and stakeholders as needed.

Powers and Duties of the Districtwide Safety Committee

The committee will meet periodically to review safety and health hazard reports by employees, accident reports, workers' compensation claims, reports and recommendations of safety and health inspectors, and other matters the committee director places on the agenda. The committee will report its findings and recommendations to the Superintendent of Schools.

Safety Director: Powers and Duties

The Assistant Superintendent for Business will chair the Districtwide Safety Committee, maintain its records and author its reports to the Superintendent of Schools. He or she, in cooperation with the Director of Buildings and Grounds, will develop procedures for the regular inspection and maintenance of District buildings, equipment and grounds. They must arrange for the elimination of known hazards if such can be done through regular maintenance procedures or without extraordinary cost or disruption; they should immediately report all other known hazards to the Superintendent.

Complaints and State Inspectors

The Director of Buildings and Grounds will be District's representative, and will receive all complaints and accompany all state inspectors under the State Occupational Safety and Health Act and similar programs.

The committee will visit each facility for a visual safety inspection annually.

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (SCHOOL PERSONNEL)

The Board of Education, recognizing that students are often influenced by teachers and other members of a school's staff, impresses upon staff members the importance of maintaining a high level of professionalism appropriate to their position, which, in turn, shall set a positive example for students.

The Board, therefore, prohibits the consumption, sharing and/or selling, use and/or possession of illegal drugs, counterfeit and designer drugs or alcoholic beverages in the workplace, or when the effects of such drugs may impair an employee's job performance. The inappropriate use of prescription and over-the-counter drugs shall also be prohibited.

Information about any drug and alcohol counseling and/or rehabilitation programs shall be made available to employees. Data will also include the range of penalties (consistent with local, state and federal law), up to and including termination of employment and referral for prosecution that will be imposed on employees who have transgressed the terms of this policy.

Additionally, confidentiality shall be insured as required by state and federal law.

The Superintendent shall biennially review the drug and alcohol abuse prevention program to determine its effectiveness and support appropriate modifications, as needed.

Education Law Sections 913, 1711(5)(e), and 3020-a
Civil Service Law Section 75
Drug-Free Schools and Communities Act
Amendment of 1989
(Public Law 101-226)
20 United States Code (U.S.C.) Section 3171 et seq.

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (STUDENTS)

The Board of Education recognizes that the misuse of drugs and/or alcohol 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, 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.

Through the collaborative efforts of staff, students, parents/guardians and the community as a whole, a certifiable comprehensive program shall be developed addressing alcohol and other substances to include the following elements:

Primary Prevention

Preventing or delaying alcohol and other substance use/abuse by students shall be the major focus of a comprehensive K-12 program in which proactive measures of prevention and early intervention are emphasized. This program shall include:

- a) A sequential K-12 curriculum that will be developed and incorporated into the total educational process. This curriculum shall be concerned with education and prevention in all areas of alcohol and other substances uses/abuse;
- b) Training 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.
- c) An effort to provide positive alternatives to alcohol and other substances use/abuse through the promotion of drug/alcohol-free special events, service projects and extracurricular activities that will develop a positive peer influence.

Intervention

School-based intervention services shall be made available to all students, grades K-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 and other substances and to identify students considered to be at risk for use/abuse. Intervention programming shall include:

- a) Counseling of students in groups and as individuals on alcohol and other substance use/abuse. Counselors shall be appropriately trained and skilled school staff assigned for this purpose.
- b) Referring students to community or other outside agencies when their use/abuse of alcohol 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 and other substance use/abuse.
- d) Developing a parent network to serve as a support group and provide a vehicle of communication for parent education;
- 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, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs shall be outlined in the District's Code of Conduct.

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (STUDENTS), *continued*

Staff Development

There shall be ongoing training of District staff about the components of an effective alcohol 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-12 alcohol and other substance prevention curricula; intervention staff shall be suitably trained to carry out appropriate services.

Implementation, Dissemination and Monitoring

It shall be the responsibility of the Superintendent to implement the alcohol 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 shall biennially review the drug and alcohol abuse prevention program to determine its effectiveness and support appropriate modifications, as needed.

Drug-Free Schools and Communities Act
Amendment of 1989 (Public Law 101-226)
20 United States Code (U.S.C) Section 3171 et seq.

SUBJECT: ATTENDANCE

PHILOSOPHY STATEMENT

New York State Education Law requires that the students enrolled in the West Islip School District attend school every day. The educational program offered by this district is predicated upon the presence of the student and requires continuity of instruction and classroom participation. The regular contact of students with one another in the classroom and their participation in a well-planned instructional activity under the tutelage of a competent teacher are vital to this purpose. Absences have a highly adverse effect on the student as well as the entire educational program. Therefore, the Board of Education expects all parents to make every effort for their children to be in attendance.

The Board of Education recognizes that regular school attendance is a major component of academic success. Through implementation of this policy, the Board expects to reduce the current level or unexcused absences, tardiness, and early departures (ATEDs), encourage full attendance by all students, maintain an adequate attendance recordkeeping system, identify patterns of student ATEDs and develop effective intervention strategies to improve school attendance.

OBJECTIVES

The objectives of the West Islip School District Attendance Policy are as follows:

1. To ensure every student has the opportunity for academic success.
2. To reduce the percentage of students who are chronically absent and/or tardy. Chronic absenteeism or tardiness is defined as missing 10 percent or more of school days for any reason.
3. To determine the district's average daily attendance for State aid purposes.
4. To verify compliance with compulsory education laws.
5. To know the whereabouts of every student for safety and other reasons.
6. To identify attendance patterns to design improvement efforts.
7. To close gaps in student performance.
8. To increase school completion.

Students will be considered in attendance if the student is:

- a) Physically present in the classroom or working under the direction of the classroom teacher during the class scheduled meeting time; or
- b) Working pursuant to approved independent study program; or
- c) Receiving approved alternative instruction.

TYPES OF ABSENCES

Unexcused absences are absences, tardiness, and early departures unrelated to school activities or for which there is no approved submitted documentation. Unexcused absences include, but are not limited to:

- truancy (unlawful absence or irregular attendance)
- family vacation
- cutting class

~~Students missing school due to an unexcused absence will not be permitted to make up classroom work, quizzes or tests for credit.~~

Students missing school due to an unexcused absence will receive a grade penalty for classroom work, quizzes and/or tests that are made up.

SUBJECT: ATTENDANCE, *continued*

Excused absences are absences, tardiness, and early departures which include, but are not limited to:

- medical appointment (doctor's note)
- quarantine
- illness (four or more consecutive absences due to illness require a doctor's note)
- death in family
- religious observances
- college visitation (to a maximum of three (3) days). Signed documentation and proof of visitation must be provided by the college or university on a duly recognized form generated by the visited school.

Excused absences require written documentation within three days of the student's return to school. Students will be provided an opportunity to make-up any missed work. Until documentation is received, absences are marked as unknown (UKN). Unknown absences will be converted to unexcused absences after three days if written documentation is not provided. **Exempt absences** are absences, tardiness, and early departures that are initiated by the school or other sanctioned obligations, including but not limited to:

- pre-scheduled counseling appointment
- authorized school-initiated activity
- in-school suspension; out-of-school suspension
- school-initiated field trips
- pre-scheduled instrumental classes
- pre-scheduled nurse and physical appointments
- attendance at a CSE
- subpoenaed court appearance
- military program

On a day on which a student has any excused or unexcused absence, the student may not participate in cocurricular or extracurricular activities outside the school day, including but not limited to athletic practices and games, drama activities, etc.

ATTENDANCE & COURSE CREDIT (for secondary credit-bearing courses)

Attendance shall be taken each period of instruction, commensurate with rules established by the State Education Department. The course teacher shall make entries into the established system to register attendance and include all absences, tardiness and early departures.

Regular attendance is expected in all classes, and is considered essential for student success for purposes of this policy.

The Board of Education recognizes the important relationship between class attendance and student performance. Consequently, a student's final grade may be based on classroom participation as well as student performance on homework, tests, papers, projects, etc. Classroom participation means that a student is in class and prepared to work.

Any student who absents himself/herself from more than eighteen classes in a full year course, nine classes in a half year or alternating day course, or twenty-seven classes in a lab course may not receive credit for the course. However, if a student earns a passing grade, credit will not be denied for the course(s). (Note: For seniors, loss of credit could jeopardize graduation.)

SUBJECT: ATTENDANCE, *continued*

Where possible, make-up opportunities will be provided for all students with excused and exempt absences from class according to procedures established by the classroom teacher. Upon completion of the assigned make-up work, the student will be given credit for classroom work. Students will not be able to receive credit for participation if they are not in attendance, with the exception of an exempt absence.

To assure due process, the implementation of this minimal attendance policy will be in accordance with rules and regulations as developed by the administration. Further, the District shall vigorously publicize and disseminate this policy to ensure awareness by faculty, students, and parents/guardians.

SUMMER SCHOOL ATTENDANCE

Summer school attendance will follow the 90% guideline set forth in this policy for attendance during the regular school year. A student who has more than three absences will lose credit and be dropped from the course.

BOCES ATTENDANCE

The District will establish criteria for admittance to BOCES programs that are based, in part on student attendance history.

Loss of credit in a BOCES program will be determined by the attendance policy established by Eastern Suffolk BOCES. Continuation in a two-year BOCES program will be determined, in part, by the attendance policy of both the BOCES and the West Islip School District.

APPEALS PROCESS

Should a student or parent/guardian believe that extenuating circumstances exist, an appeal to reverse the loss of course credit may be made directly to the building Principal, whose decision shall be final.

SANCTIONS/INCENTIVES TO BE UTILIZED TO IMPROVE ATTENDANCE**SANCTIONS (range of penalties depending on specific attendance violation)**

1. Detention
2. In-school suspension
3. Loss of eligibility for extracurricular activities
4. Suspension of parking and lunch privileges (seniors)
5. Loss of course credit (including refusal of summer school)

To ensure that parents and students are aware of the implication of the District's minimum attendance policy, the teacher and other appropriate school personnel will counsel the student, and contact the student's parents by mail and/or phone, at appropriate intervals prior to the student absenting themselves out of the course.

When a student cuts class or is absent, tardy, or departs early without proper excuse, parents will be notified.

INCENTIVES

Each building Principal and faculty will seek ways to promote student attendance and punctuality.

SUBJECT: ATTENDANCE, *continued*

NOTIFICATION TO FACULTY, PARENTS & THE COMMUNITY

1. The attendance policy will be included in student handbooks and will be reviewed with students at the start of the school year.
2. A back-to-school or Open House event will be held at the beginning of each school year to explain this policy and stress the parent's responsibility for ensuring their children's attendance.
3. Parents will receive a plain language summary of this policy at the start of each school year. Parents will be asked to sign and return a statement indicating that they have read and understand the policy.
4. School newsletters and publications will include periodic reminders of the importance of student attendance and content of this policy.
5. The District will provide a copy of the attendance policy and any amendments thereto to faculty and staff. New staff will receive a copy upon their employment with the District.
6. The District will post a copy of the attendance policy on the District website, thereby making it available to any community member upon request.

STRATEGIES TO MEET OBJECTIVES (Some duplication of items already mentioned)

The District will review attendance data to identify any patterns or trends in student absences, and the District will take appropriate action to remedy any such patterns or trends in student absences if any are identified. Examples of attendance trends or patterns include, but are not limited to:

- Consistent absence from a particular period (ex. first period, period after lunch, last period)
- Consistent absence from a particular day or course
- Consistent absence of students on post-event mornings
- Consistent pattern of absences throughout the school year.

Other potential strategies

1. Daily attendance calls
2. Identification of absence patterns
3. Period by period attendance
4. Communication with parents
5. Certified letters
6. Packet of information available to parents detailing places to seek help
7. Home visits
8. Parent conferences/case conferences
9. Instructional Support Team referral
10. Committee on Special Education referral
11. CPS referral

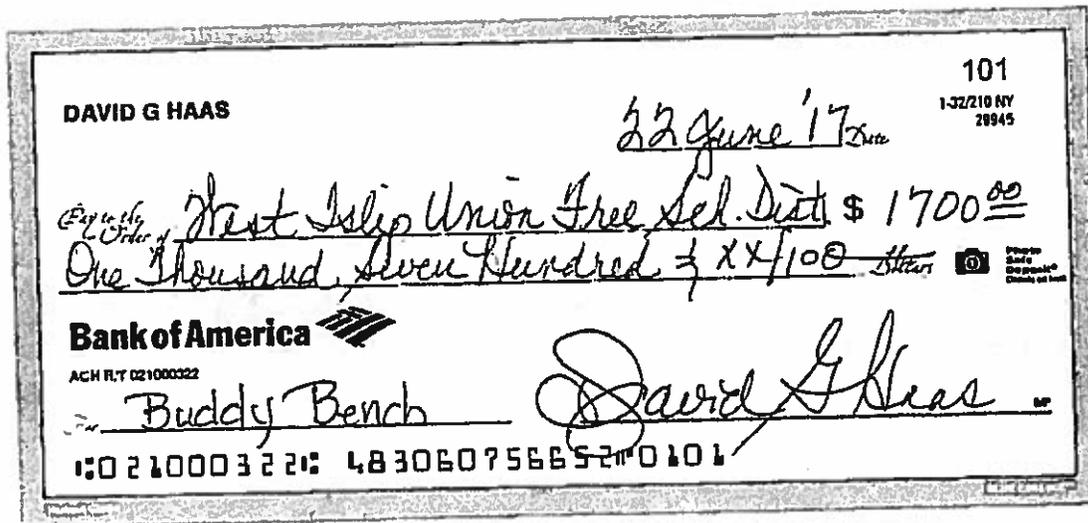
RESPONSIBILITY FOR REVIEW OF ATTENDANCE RECORDS

The Principal of each elementary school; the Principal, assistant principals, and counselors at each middle and high school; and the high school attendance clerk shall be responsible for reviewing attendance regulations and initiating any necessary actions for daily attendance.

Teachers are responsible for reviewing attendance regulations and initiating necessary actions for period by period attendance. These actions include but are not limited to contacting parents/guardians, writing disciplinary referrals, and reporting students to counselors for follow-up.

June 22, 2017

Enclosed is a check made out to West Islip Union Free School District for \$1,700.00. This money covers the purchase of a second Buddy Bench for Oquenock Elementary and was donated by Warren Haas, brother of David Haas, who retired from Oquenock Elementary in June, 2017. The Bench is being donated in recognition of David's 40 year career to education, 29 years to West Islip, and 26 years at Oquenock Elementary.



INTEROFFICE MEMO

DATE: 6/23/2017
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – BAGELS

Item: Bagels (07/01/17 to 06/30/18)
Publication: Nassau/Suffolk Newsday April 3, 2017
Fund To Be Charged: Cafeteria
Bid Opening: April 27, 2017
Place Of Opening: Massapequa UFSD
Number Of Companies Bidding: Invited to Bid 9
Bidding 1

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Bagels in the following dollar amounts:

Modern Italian Bakery	\$924.00
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INTEROFFICE MEMO

DATE: 6/23/17
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, C KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – BREAD

Item: Bread (07/01/17 to 06/30/18)
Publication: Nassau/Suffolk Newsday April 3, 2017
Fund To Be Charged: Cafeteria
Bid Opening: April 27, 2017
Place Of Opening: Massapequa UFSD
Number Of Companies Bidding: Invited to Bid 6
Bidding 1

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Kristine Kearney, Director of Food Services resulting in the award of contracts to provide Bread in the following dollar amounts:

Modern Bakery	\$9,016.00
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INTEROFFICE MEMO

DATE: 6/23/17
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – COMMODITY FOODS DIRECT DIVERSION

Item: Commodity Foods Direct Diversion (07/01/17 to 06/30/18)

Publication: Nassau/Suffolk Newsday April 3, 2017

Fund To Be Charged: Cafeteria

Bid Opening: April 27, 2017

Place Of Opening: Massapequa UFSD

Number Of Companies Bidding: Invited to Bid 40
Bidding 21

RECCOMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Commodity Foods Direct Diversion in the following dollar amount:

Cargill Kitchen Solutions	\$ 3,040.75
E S Foods	\$ 3,421.80
JTM Food Group	\$ 5,559.84
Michaels Foods, Inc.	\$ 6,567.75
Mivila Foods	\$ 39,519.00
Nardone Bros. Baking Co.	\$ 25,660.60
Rich Products Corp.	\$ 13,824.00
T.A. Morris	\$ 32,501.70
Total	\$128,165.24

INTEROFFICE MEMO

DATE: 6/23/17
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS - DAIRY

Item: Dairy (07/01/17 to 06/30/18)
Publication: Nassau/Suffolk Newsday April 3, 2017
Fund To Be Charged: Cafeteria
Bid Opening: April 27, 2017
Place Of Opening: Massapequa UFSD
Number Of Companies Bidding: Invited to Bid 6
Bidding 4

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Dairy in the following dollar amounts:

H. Schrier & Co.	\$5,341.42
Mivila Foods	\$ 535.70
T.A. Morris	\$ 543.00
Total	\$6,420.12

INTEROFFICE MEMO

DATE: 6/23/17
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – DISHWASHING/CLEANING SUPPLIES

Item: Dishwashing/Cleaning Supplies (07/01/17 to 06/30/18)

Publication: Nassau/Suffolk Newsday April 3, 2017

Fund To Be Charged: Cafeteria

Bid Opening: April 27, 2017

Place Of Opening: Massapequa UFSD

Number Of Companies Bidding: Invited to Bid 3
Bidding 3

RECCOMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Dishwashing Supplies in the following dollar amounts:

Ecolab	\$5,841.50
Total	\$5,841.50

INTEROFFICE MEMO

DATE: 6/23/17
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – DRINKS/COFFEE

Item: Drinks/Coffee (07/01/17 to 06/30/18)
Publication: Nassau/Suffolk Newsday April 3, 2017
Fund To Be Charged: Cafeteria
Bid Opening: April, 27, 2017
Place Of Opening: Massapequa UFSD
Number Of Companies Bidding: Invited to Bid 22
Bidding 12

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Kristine Kearney, Director of food Services resulting in the award of contracts to provide Drink/Coffee items in the following dollar amounts:

Coca Cola	\$ 1,368.00
Snapple Distributors	\$ 2,503.75
Colonial Coffee	\$ 1,240.20
Big Geyser	\$ 1,450.00
Cookies & More	\$12,749.00
H. Schrier & Co.	\$ 3,036.00
Jaybee Distributors	\$15,008.00
Mivila Foods	\$ 1,884.99
Total	\$39,299.94

INTEROFFICE MEMO

DATE: 6/23/17
TO: BERNADEITTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – FROZEN

Item: Frozen (07/01/17 to 06/30/18)
Publication: Nassau/Suffolk Newsday April 3, 2017
Fund To Be Charged: Cafeteria
Bid Opening: April 27, 2017
Place Of Opening: Massapequa UFSD
Number Of Companies Bidding: Invited to Bid 10
Bidding 5

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Frozen items in the following dollar amounts:

H. Schrier & Co.	\$11,816.88
Mivila Foods	\$ 9,030.40
T.A. Morris	\$19,741.25
Total	\$40,588.53

INTEROFFICE MEMO

DATE: 6/23/17
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, K. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – GROCERY

Item: Grocery (07/01/17 to 06/30/18)
Publication: Nassau/Suffolk Newsday April 3, 2017
Fund To Be Charged: Cafeteria
Bid Opening: April 27, 2017
Place Of Opening: Massapequa UFSD
Number Of Companies Bidding: Invited to Bid 10
Bidding 5

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Grocery items in the following dollar amounts:

H. Schrier & Co.	\$10,371.51
Mivila Foods	\$12,800.05
T.A. Morris	\$ 367.60
Total	\$23,539.36

INTEROFFICE MEMO

DATE: 6/23/17
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – ICE CREAM WITH EQUIPMENT

Item: Ice Cream With Equipment (07/01/17 to 06/30/18)
Publication: Nassau/Suffolk Newsday April 3, 2017
Fund To Be Charged: Cafeteria
Bid Opening: April 27, 2017
Place Of Opening: Massapequa UFSD
Number Of Companies Bidding: Invited to Bid 8
Bidding 1

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Ice Cream with Equipment in the following dollar amounts:

American Classic Ice Cream	\$18,729.25
Total	\$18,729.25

INTEROFFICE MEMO

DATE: 6/23/17
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – LARGE KITCHEN EQUIPMENT

Item: Large Kitchen Equipment (07/01/17 to 06/30/17)

Publication: Nassau/Suffolk Newsday April 3, 2017

Fund To Be Charged: Cafeteria

Bid Opening: April 27, 2017

Place Of Opening: Massapequa UFSD

Number of Companies Bidding: Invited to Bid: 7
Bidding: 4

RECCOMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to the following vendors to provide Large Equipment to the West Islip UFSD:

Calico Industries, Inc.
Douglas Equipment
Nassau Foodservice Equipment
Sam Tell Companies

INTEROFFICE MEMO

DATE: 6/23/17
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, K. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS - MEAT

Item: Meat (07/01/17 to 06/30/18)
Publication: Nassau/Suffolk Newsday April 3, 2017
Fund To Be Charged: Cafeteria
Bid Opening: April 27, 2017
Place Of Opening: Massapequa UFSD
Number Of Companies Bidding: Invited to Bid 9
Bidding 6

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Meat in the following dollar amount:

Island Wholesale Meat and Foods	\$2,467.90
Meadow Provisions	\$3,027.80
Mivila Foods	\$2,350.00
T.A. Morris	\$1,598.40
Total	\$9,444.10

INTEROFFICE MEMO

DATE: 6/23/17
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – PAPER, DISPOSABLES & CLEANING SUPPLIES

Item: Paper (07/01/17 to 06/30/18)
Publication: Nassau/Suffolk Newsday April 3, 2017
Fund To Be Charged: Cafeteria
Bid Opening: April 27, 2017
Place Of Opening: Massapequa UFSD
Number Of Companies Bidding: Invited to Bid 6
Bidding 4

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Paper, Disposables and Cleaning Supplies in the following dollar amounts:

Appco Paper & Plastics Corp.	\$10,262.33
H. Schrier & Co.	\$ 8,167.45
J & F Supplies	\$ 1,607.20
Mivila Foods	\$ 179.00
Total	\$20,215.98

INTEROFFICE MEMO

DATE: 6/23/17
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, K. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS - SMALLWARES

Item: Small Wares (07/01/17 to 06/30/18)
Publication: Nassau/Suffolk Newsday April 3, 2017
Fund To Be Charged: Cafeteria
Bid Opening: April 27, 2017
Place Of Opening: Massapequa UFSD
Number Of Companies Bidding: Invited to Bid 8
Bidding 6

RECCOMENDATION:

That the Board of Education accepts the findings of the Long Island Food Nutrition Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Smallwares in the following dollar amounts:

Calico Industries, Inc.	\$ 570.40
J & F Supplies	\$ 248.49
Mivila Foods	\$ 6.15
Sam Tell Companies	\$ 100.48
WB Mason	\$ 259.67
Total	\$1,185.19

INTEROFFICE MEMO

DATE: 6/23/17
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – SNACKS - SMART

Item: Snacks (07/01/17 to 06/30/18)
Publication: Nassau/Suffolk Newsday April 3, 2017
Fund To Be Charged: Cafeteria
Bid Opening: April 27, 2017
Place Of Opening: Massapequa UFSD
Number Of Companies Bidding: Invited to Bid 11
Bidding 6

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Snack - Smart items in the following dollar amounts:

Cookies & More	\$38,460.35
H. Schrier & Co. Inc	\$ 214.40
Jaybee Distributors	\$ 5,024.64
Mibila Foods	\$ 1,725.14
T.A. Morris	\$ 895.50
Total	\$46,320.03

INTEROFFICE MEMO

DATE: 6/23/17
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: W. DUFFY, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – SNACKS NON-COMPLIANT

Item: Snacks (07/01/17 to 06/30/18)
Publication: Nassau/Suffolk Newsday April 3, 2017
Fund To Be Charged: Cafeteria
Bid Opening: April 27, 2017
Place Of Opening: Massapequa UFSD
Number Of Companies Bidding: Invited to Bid 11
Bidding 5

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Snacks Non-Compliant items in the following dollar amounts:

Big Geyser	\$ 67.50
Mivila Foods	\$ 84.71
Jaybee Distributors	\$310.45
Total	\$462.66

CONSULTANT SERVICES CONTRACT

AGENDA ITEM X. D)
BUSINESS ITEMS
RM 7/5/2017

This Agreement is entered into this 1st day of July, 2017, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Access 7 Services, Inc., (hereinafter the "CONSULTANT"), having a principal mailing address of 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

A. TERM

1. The term of this Agreement shall be from July 1, 2017 through June 30, 2018, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. 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.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit 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.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

SEE ATTACHED SERVICES AND RATES

2. 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 Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement, and any other license or certification applicable.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per **attached Rate Sheet**.

E. INSURANCE

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by

CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

2. CONSULTANT shall provide the DISTRICT will a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

H. WAIVER OF RIGHTS

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.

I. SEVERABILITY

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.

J. 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.

K. ENTIRE AGREEMENT

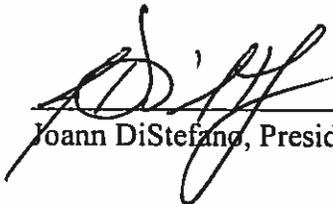
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Access 7 Services, Inc.

West Islip Union Free School District

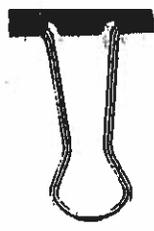
BY:



Joann DiStefano, President

BY: _____

West Islip UFSD
Special Ed & Related Services
RFP #1600, 5/05/16



<u>Evaluations</u>	<u>Session</u>	<u>Access 7 Services, Inc.</u>
Audiological	Per Eval.	
Central Auditory Processing	Per Eval.	
Educational	Per Eval.	\$200.00
FBA/BIP	Per Eval.	\$800.00
Neurological		
Neuropsychological Evaluation		
Occupational Therapy Evaluation	Per Eval.	\$150.00
Physical Therapy Evaluation	Per Eval.	\$150.00
Psychiatric Evaluation	Per Eval.	\$150.00 \$1,500.00
Psycho-Educational Evaluation	Per Eval.	\$1,400.00
Psychological Evaluation	Per Eval.	\$1,400.00
Social history	Per Eval.	\$1,400.00
Speech-Language Evaluation	Per Eval.	\$225.00
<u>Services</u>		
Behavior/Autism Consulting	30 Min	\$45.00
Hearing Itinerant Services	30 Min	
Occupational Therapy - Group	30 Min	\$65.00
Occupational Therapy - Individual	30 Min	\$38.00
Orientation & Mobility Service	30 Min	
Parent Training & Counseling	30 Min	\$45.00
Physical Therapy - Group	30 Min	\$28./Student
Physical Therapy - Individual	30 Min	\$40.00
Resource Room - Group	30 Min	\$60.00
Resource Room - Individual	30 Min	\$34.00
Speech Services - Group	30 Min	\$125.00
Speech Services - Individual	30 Min	\$50.00
Vision Itinerant Services	30 Min	
Consult Teacher Service	30 Min	\$40.00
Special Education Teacher in District	30 Min	\$34.00
Teacher Assistant	30 Min	\$30.00
CSE Meeting Attendance	30 Min	\$40.00
Professional Development	Per Day	\$600.00
<u>Nursing Services</u>		
Nursing Service - RN	Per Hour	
Nursing Services - LPN	Per Hour	

**Supplemental Agreement between the
WEST ISLIP UNION FREE SCHOOL DISTRICT**

and

ACCESS 7 SERVICES, INC.

Supplemental Agreement dated this 1st day of July, 2017 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Access 7 Services, Inc., (the "Contractor") located at 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d (hereinafter "Supplemental Agreement").

NOW THEREFORE, in consideration of the mutual promises below, the District and Contractor agree as follows:

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.
 - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.
 - b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean the Access 7 Services, Inc.
 - c. "Student" means any person attending or seeking to enroll in an Educational Agency.
 - d. "Student Data" means Personally Identifiable Information of a "Student."
 - e. "Eligible Student" means a Student who is eighteen years or older.

f. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.

g. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.

h. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.

i. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.

j. "Personally Identifiable Information" shall have the following meanings:

i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)

ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

2. The District has developed the Parents' Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:

a. A student's personally identifiable information cannot be sold or released for any commercial purposes.

b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.

c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

d. A complete list of all student data elements collected by the State is available for public review at

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

or a copy may be obtained by writing to:

Office of Information & Reporting Services
New York State Education Department, Room 863 EBA
89 Washington Avenue
Albany, NY 12234

- e. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Lisa DiSibio, *District Data Coordinator*
West Islip UFSD
100 Sherman Avenue
West Islip, New York, 11795
631-930-1583
l.disibio@wi.k12.ny.us

- f. “Supplemental information” for each contract into which the District enters with a third party who receives student data or teacher or principal data shall:
- i. state the exclusive purposes for which the student data or teacher or principal data will be used;
 - ii. specify how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
 - iii. stipulate when the agreement expires and what will happen to the student data or teacher or principal data upon expiration of the agreement;
 - iv. include if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
 - v. state where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected.

This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department’s Chief Privacy Officer, as well as emerging guidance documents.

3. As required by Education Law §2-d(3)(c), the District has developed the following “supplemental information” for the Agreement with the Contractor:

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the exclusive purpose(s) of performing Contractor’s obligations under this Agreement.

b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and/or the data protection and security requirements set forth in Education Law §2-d.

c. When the Agreement terminates between the District and the Contractor, the Contractor shall return such data to the District or if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form in a manner agreeable to the district.

d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.”

e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: *[Insert the manner in which Student Data and/or Principal or Teacher Data will be stored, and the security procedures that will be taken to ensure that the Data will be protected, including whether the data will be encrypted.]*

Student data and/or Principal/Teacher Data will
be stored in a lock and key cabinet in a locked office
and data on computer will be password
protected

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:

a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;

b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;

c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:

i. Without the prior written consent of the Parent or Eligible Student; or

ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6), the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

7. Miscellaneous:

a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.

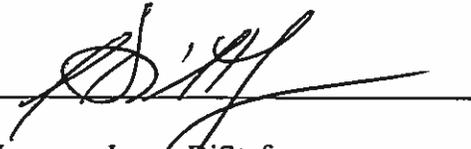
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

ACCESS 7 SERVICES, INC.

WEST ISLIP UFSD

By: 
Print Name: Joann DiStefano
Title: President
Date: May 30, 2017

By: _____
Print Name: _____
Title: President, Board of Education
Date: _____

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

This Agreement is entered into this 1st day of July, 2017 by and between the Board of Education of the **BABYLON Union Free School District** (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 50 Railroad Avenue, Babylon, NY 11702 and the Board of Education of the **WEST ISLIP School District** (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from **July 1, 2017 through June 30, 2018**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

**SEE ATTACHED STUDENT INFORMATION SUMMARY
AND ADDENDUM A**

2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.

3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.
4. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The RECEIVING DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The RECEIVING DISTRICT shall comply will all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
9. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.

10. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.
11. The RECEIVING DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
15. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.

16. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.
18. Insurance
 - a. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the RECEIVING DISTRICT and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT in connection with the performance of the RECEIVING DISTRICT's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
 - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
 - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
 - d. Upon the execution of this Agreement, the RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement in accordance with the Commissioner's formula for calculating tuition for non-resident students.
 - a. The estimated tuition rate is currently \$43,085 plus cost of related services for each student for the 2016/2017 school year.
 - b. The parties understand that this rate is estimated and may be subject to change based on any changes in services that may occur during the course of the school year. The total nonresident tuition rate charged shall be based on the RECEIVING DISTRICT'S actual costs to educate the student. Final billing for actual costs will be issued at the end of the school year. The amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect any adjustments for the relevant period of student's attendance.
2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination
 - a. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.

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

2. Defense / Indemnification

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

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

To Sending District: Lisa Consolo, Director of Special Education
Babylon UFSD
50 Railroad Avenue
Babylon, NY 11702

To Receiving District: Wendy J. Duffy/Asst. Supt. for Business
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and 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.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SENDING DISTRICT

RECEIVING DISTRICT



By:
President, Board of Education
Babylon UFSD



By:
President, Board of Education
West Islip UFSD

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2017, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Brookville Center for Children's Services (hereinafter the "CONSULTANT"), having a principal mailing address of 189 Wheatley Road, Brookville, NY 11545.

A. TERM

1. The term of this Agreement shall be from July 1, 2017 through June 30, 2018, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. 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.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit 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.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
 - **Full Day Instruction and related services as per attached Student Summary**
 - **Related Education Services as per attached rate sheet**
2. 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 Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement, and any other license or certification applicable.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per attached **RATE SHEET for 2017-2018** for District-Wide services and the New York State Commissioner's formula for calculating tuition rates for one student attending summer 2017 and school year 2017-2018.

E. INSURANCE

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board

of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

2. CONSULTANT shall provide the DISTRICT will a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

H. WAIVER OF RIGHTS

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.

I. SEVERABILITY

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.

J. 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.

K. ENTIRE AGREEMENT

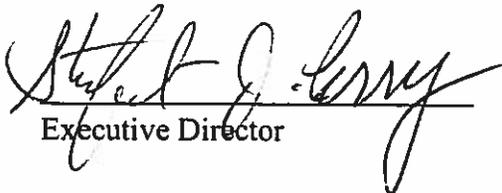
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Brookville Center for Children's Services

West Islip Union Free School District

BY:


Executive Director

BY: _____

President, Board of Education

**BROOKVILLE CENTER FOR CHILDREN'S SERVICES (BCCS)
HOME/COMMUNITY-BASED PROGRAM
RELATED EDUCATION SERVICES
RATE SHEET
2017-2018 SCHOOL YEAR**

Name of Services:	Unit:	Cost:
Special Education/ABA Services by Special Education Teacher	1 hour	\$90.00
ABA Supervision by Special Education Teacher	1 hour	\$95.00
ABA Aide- In Home	1 hour	\$30.00
Counseling, Parent Training	1 hour	\$95.00
Educational Evaluation	Evaluation	\$196.00
Functional Behavior Assessment/Behavior Intervention Plan by Special Education Teacher	1 hour	\$90.00
Functional Behavior Assessment/Behavior Intervention Plan by Psychologist/BCBA	1 hour	\$120.00
OT Evaluation	Evaluation	\$196.00
Occupational Therapy Individual	1 hour	\$95.00
PT Evaluation	Evaluation	\$196.00
Physical Therapy Individual	1 hour	\$95.00
Psychological Evaluation	Evaluation	\$294.00
Resource Room	1 hour	\$90.00
Social History Evaluation	Evaluation	\$170.00
Speech Evaluation	Evaluation	\$196.00
Speech Therapy individual	1 hour	\$95.00

SERVICE PROVIDER CONTRACT

This Agreement is entered into this **1st day of July, 2017** by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Cleary School for the Deaf** (hereinafter "SERVICE PROVIDER"), having its principal place of business for the purpose of this Agreement at 301 Smithtown Blvd, Nesconset, NY 11767-2077.

A. TERM

The term of this Agreement shall be from **July 1, 2017 through June 30, 2018** inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

Full Day Instruction as per attached Student Summaries

2. SERVICE PROVIDER shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by SERVICE PROVIDER 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 SERVICE PROVIDER upon any modification of a student's IEP. SERVICE PROVIDER further agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
4. SERVICE PROVIDER shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. SERVICE PROVIDER represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. SERVICE PROVIDER 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.

6. Upon execution of this Agreement, SERVICE PROVIDER 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 SERVICE PROVIDER providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, SERVICE PROVIDER shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
7. SERVICE PROVIDER 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.
8. SERVICE PROVIDER shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
9. SERVICE PROVIDER 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. SERVICE PROVIDER shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the SERVICE PROVIDER of such meetings.
10. SERVICE PROVIDER 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'S 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 SERVICE PROVIDER in connection with this Agreement, and upon request shall be entitled to copies of same.
11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which

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

13. SERVICE PROVIDER 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.
14. 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, SERVICE PROVIDER shall promptly give written notice of same to the DISTRICT.
15. Insurance:
 - a. SERVICE PROVIDER, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in connection with the performance of SERVICE PROVIDER 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, SERVICE PROVIDER shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
 - d. Upon the execution of this Agreement, SERVICE PROVIDER 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.

- e. 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 the DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to the DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

C. COMPENSATION:

1. In full consideration for the educational services to be rendered by SERVICE PROVIDER to the DISTRICT for the period of this Agreement, the DISTRICT will pay the SERVICE PROVIDER in accordance with the per pupil charge (PPC) set by the Commissioner of the New York State Education Department.
2. If the PPC for this school year is not available at the beginning of this school year, the DISTRICT shall pay the PPC applicable to the previous school year until a new PPC is set, at which time the parties shall adjust future tuition payments so that SERVICE PROVIDER will be paid in accordance with the rates applicable to that current school year. The DISTRICT shall retroactively pay SERVICE PROVIDER any underpayment for that current school year in accordance with the new PPC or any overpayments will be reimbursed by SERVICE PROVIDER to the DISTRICT for that current school year.
3. The DISTRICT shall be responsible for payment of the tuition as provided for in this Agreement as long as the child is enrolled in SERVICE PROVIDER's program(s) or until such time as the student is withdrawn from such program(s) in accordance with the termination provision herein.
4. SERVICE PROVIDER will submit an invoice for services rendered on a quarterly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall identify the names of the student(s) who received services. The DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment, but only as to the amount in dispute, pending the resolution of this dispute.
5. No parent or guardian or any other person shall be required to make any payment 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 patient or patient's family for service provided pursuant to this Agreement.

D. MISCELLANEOUS

1. Termination:

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

2. Independent Contractor:

- a. SERVICE PROVIDER 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. 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 the DISTRICT.
- c. Neither SERVICE PROVIDER 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 Employees Retirement System, health or dental insurance, or malpractice insurance, or the like.
- d. 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. SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for the DISTRICT, including but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER. The DISTRICT shall not be responsible for any expenses not mandated by the IEP incurred by SERVICE PROVIDER in performing services for the DISTRICT.
4. DISTRICT reserves the right to reject any of the SERVICE PROVIDER'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
5. Defense/Indemnification
 - a. SERVICE PROVIDER 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 SERVICE PROVIDER, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
 - b. DISTRICT agrees to defend, indemnify and hold harmless the SERVICE PROVIDER, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
6. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
7. SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that 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; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

8. 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: Wendy J. Duffy
West Islip UFSD
100 Sherman Ave.
West Islip, NY 11795

To Service Provider: Cleary School for the Deaf
301 Smithtown Blvd.
Nesconset, NY 11767-2077
Attn: Jacqueline Simms, Executive Director

9. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
10. 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.
11. 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.
12. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
13. 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.
14. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

15. 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.
16. SERVICE PROVIDER shall maintain its charter as an approved educational program from the Regents of the University of New York. SERVICE PROVIDER shall be responsible for appropriate staff orientation and training related to provision of educational services to disabled children.
17. 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 THEREOF, the parties hereto have executed this Agreement the day and year first above written.

SERVICE PROVIDER

DISTRICT


By: Jaqueline Simms
Executive Director
Cleary School for the Deaf

By: Steven D. Gellar
President, Board of Education

A

**TUITION CONTRACT
FOR
SPECIAL EDUCATION SERVICES**

AGREEMENT made by and between the Board of Education of the Commack Union Free School District, having its principal office at Clay Pitts Road, P.O. Box 150, Commack, New York 11741 (hereinafter called the "Receiving School District"), and the Board of Education of the West Islip Union Free School District having its principal office at 100 Sherman Avenue, West Islip, New York 11795 (hereinafter called the "Sending School District").

WITNESSETH:

WHEREAS, pursuant to Education Law §4402(2)(b), the Sending School District is authorized to contract for special services or programs as the Sending School District shall deem reasonable and appropriate for students with disabilities, and has determined after consideration of the recommendations of the local committee on special education ("CSE") that the Receiving School District is adequate to provide such special education instruction and/or related services; and

WHEREAS, the Receiving School District is a public school district authorized by New York State to conduct, operate and maintain an educational program and provide special education and related services to students with disabilities; and

WHEREAS, the Sending School District is desirous of having the Receiving School District provide such instruction and/or related services to certain students with disabilities residing within the Sending School District; and

WHEREAS, the Receiving School District acknowledges that it has reviewed the Individualized Education Program(s) ("IEP") of the student(s) to be served pursuant to this agreement and warrants that it is capable of providing and will provide the level of instructional and related services required by each applicable IEP;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The Sending School District hereby agrees to place, and the Receiving School District agrees to accept, the student(s) listed on the attached "Confidential Schedule A" in an appropriate program of the Receiving School District for the summer of the 2017 to 2018 school year. The term of this Agreement shall be from July 1, 2017 through August 30, 2017 inclusive, unless earlier terminated as provided in this Agreement.

B. COMPENSATION:

1. The Receiving School District shall be entitled to recover tuition from the Sending School District for each student receiving services pursuant to this Agreement. The Sending School District shall pay the Receiving School District the total estimated tuition as indicated for each student on Confidential Schedule A, which includes Basic Instruction and additional services for the summer program.
2. The Receiving School District shall submit a written invoice to the Sending School District which references the time period for which payment is being requested and includes a breakdown of the total amount due for the period specified.
3. The Sending School District shall pay the Receiving School District within thirty (30) days of receipt of each invoice by the Sending School District.
4. The Sending School District shall not incur any charges should the Receiving School District, its employees and/or agents in any way fail to perform services.
5. The Sending School District acknowledges that it is responsible for the contractual tuition rate set forth in this Agreement as an estimated cost. Actual cost will be calculated and billed to the Sending School District. The Receiving School District acknowledges that the tuition rate is a contractual one not based on NRT or any other state-wide formula. The tuition is not subject to adjustment based upon additional Foundation Aid, High Cost Aid or any other factors.

C. SERVICES AND RESPONSIBILITIES:

1. The Receiving School District shall provide the services as set forth in each student's Individualized Education Program (IEP). The Sending School District shall obtain and provide to the Receiving School District such releases, prescriptions and/or other legal documents as necessary for the Receiving School District to provide such services and to fulfill its obligations under this Agreement. The Sending School District shall provide prompt written notice to the Receiving School District of any modification of a student's IEP.
2. The Sending School District is responsible for OT and PT as set forth in the student's IEP. The related services are in addition to the tuition and will be billed separately and directed by the contractor to the Sending School District and paid by the Sending School District directly to the contractor.
3. The Sending School District shall give written notice to the Receiving School District if a student(s) is to be added or deleted from the Confidential Schedule A. Such notice shall be given thirty days in advance or as soon as the Sending School District becomes aware of the student terminating attendance in the Receiving School District's program. In the event that a student(s) is/are added or deleted

during the term of this Agreement, the payment amount owed by the Sending School District shall be adjusted accordingly.

4. The Receiving School District shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department, including but not limited to the maintenance of the student's pendency rights, if and when such rights are properly asserted.
5. The Receiving School District agrees to report to the Sending School District on the progress of the student as requested and as set forth in the student's IEP. The Receiving School District agrees to permit a representative or representatives of the Committee on Special Education of the Sending School District to visit the program in which the student is enrolled upon reasonable prior written notice.
6. The Receiving School District shall make qualified personnel available to participate in meetings of the Sending School District's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the Receiving School District of such meetings.
7. The Receiving School District shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act including background checks and fingerprinting of all staff directly providing services to students.
8. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the Receiving School District shall promptly give written notice of same to the Sending School District.

D. INSURANCE:

1. The Receiving District, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the Receiving District and the Sending District, including the Board of Education, employees and volunteers, as additionally insured, against any claim for liability, personal injury or death occasioned directly or indirectly by the Receiving District in connection with the performance of the Receiving District's responsibilities under this agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be written by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-Minus.

3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the receiving district shall notify the sending district in writing within thirty (30) days of such cancellation or non-renewal.

E. REPRESENTATIONS:

1. The Receiving School District represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The Receiving School District represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
2. In the event that the required license/certification of any agent or employee of the Receiving School District providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the Receiving School District shall immediately notify the Sending School District in accordance with the requirements for all notices pursuant to this Agreement set forth below.
3. Nothing contained herein, shall serve to transfer responsibilities for the student from the Sending School District to the Receiving School District of offering a free appropriate public education except for the provision of the particular special education services contracted herein.

F. CONDITIONS:

1. 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.
2. To the fullest extent permitted by law, the Receiving School District shall indemnify, defend (with counsel selected by the Sending School District and reasonably approved by the Receiving School District) and hold harmless the Sending School District, its employees, agents, representatives and members of the Board of Education, from any and all liability, losses, costs, damages, and expenses (including but not limited to reasonable attorney's fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Receiving School District's duties hereunder or the action of or the failure to act by the Receiving School District, its representatives, employees, or anyone for whose acts the Receiving School District may be liable.

In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from an indemnifying party under the provisions of this Paragraph F(2), the Sending School District shall promptly notify the Receiving School District of such suit, claim or demand, and give the Receiving School District an opportunity to defend same and settle same without any cost to the Sending School

District, and shall extend reasonable cooperation to the Receiving School District in connection with such defense, which shall be at the expense of the Receiving School District. In the event that Receiving School District fails to defend the same within thirty (30) days of receipt of notice, the Sending School District shall be entitled to assume the defense thereof, and the Receiving School District shall be liable to repay the Sending School District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments).

All of the provisions of this Paragraph F(2) shall survive expiration or sooner termination of this Agreement.

3. To the fullest extent permitted by law, the Sending School District shall indemnify, defend (with counsel selected by the Receiving School District and reasonably approved by the Sending School District) and hold harmless the Receiving School District, its employees, agents, representatives and members of the Board of Education, from any and all liability, losses, costs, damages, and expenses (including but not limited to reasonable attorney's fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Sending School District's duties hereunder or the action of or the failure to act by the Sending School District, its representatives, employees, or anyone for whose acts the Sending School District may be liable.

In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from an indemnifying party under the provisions of this Paragraph F(3), the Receiving School District shall promptly notify the Sending School District of such suit, claim or demand, and give the Sending School District an opportunity to defend same and settle same without any cost to the Receiving School District, and shall extend reasonable cooperation to the Sending School District in connection with such defense, which shall be at the expense of the Sending School District. In the event that Sending School District fails to defend the same within thirty (30) days of receipt of notice, the Receiving School District shall be entitled to assume the defense thereof, and the Sending School District shall be liable to repay the Receiving School District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments).

All of the provisions of this Paragraph F(3) shall survive expiration or sooner termination of this Agreement.

G. TERMINATION:

1. Either the Sending School District or the Receiving School District may terminate this Agreement upon thirty (30) days prior written notice to the other party, subject to

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

2. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
3. In the event the Sending School District or the Receiving School 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.
4. In the event the Sending School District's CSE changes the student's program or placement recommendation, the Receiving School District shall be entitled to a pro rata share of tuition through and including the final date of the student's attendance in the Program or the last day noticed, whichever is later.

H. NOTICES:

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 the Receiving School District:

Superintendent of Schools
Commack UFSD
Clay Pitts Road
P.O. Box 150
Commack, NY 11731

To Sending School District:

Superintendent of Schools
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

I. GENERAL:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
2. The relationship of the Receiving School District and the Sending School District

over the course of this Agreement shall at all times be deemed an Independent Contractor. Employees of the Receiving School District are solely deemed employees of the Receiving School District for purpose of this Agreement and the Receiving School District is entirely responsible for their supervision, work, and compensation. Employees of the Receiving School District will not be entitled to participate in any of the Sending School District's employee benefit programs such as workers' compensation, unemployment insurance, retirement benefits, fringe benefits, disability benefits, or other similar programs.

3. Both parties acknowledge and agree to comply with all laws, rules and/or regulations as applicable and 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 requirements of the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any concurrent Federal And/or State law, rule and/or regulation. The Receiving School District agrees that it will not disclose confidential information to third parties except as provided for and necessitated under this Agreement. This provision will survive the termination of this Agreement.
4. 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.
5. 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 provisions(s) eliminated.
6. This Agreement and the rights and obligations of the parties hereunder shall be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement shall be litigated in the Supreme Court, Suffolk County, New York or any other court of New York State located in Suffolk County, New York.
7. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
8. 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.

9. 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.
10. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

Sending School District

Receiving School District

By:
President, Board of Education

By: Steven Hartman
President, Board of Education

Date _____

Date _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2017, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing (hereinafter the "CONSULTANT"), having a principal mailing address of 20 Jerusalem Avenue, 3rd floor, Hicksville, NY 11801.

A. TERM

1. The term of this Agreement shall be from July 1, 2017 through June 30, 2018, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. 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.
4. Defense / Indemnification
 - a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

5. District agrees not to hire a nurse referred by Horizon Healthcare Staffing within one year of the referral without written permission from Horizon.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

NURSING SERVICES AS PER ATTACHED RATE SHEET FOR SUMMER AND FALL

2. 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 Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement, and any other license or certification applicable.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per attached Rate Sheet.

E. INSURANCE

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. CONSULTANT shall provide the DISTRICT will a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

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

G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

H. WAIVER OF RIGHTS

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.

I. SEVERABILITY

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.

J. 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.

K. ENTIRE AGREEMENT

1. 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.

2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Home Care Therapies, LLC
d/b/a Horizon Healthcare Staffing

West Islip Union Free School District

BY: *Sina Longo, CTT*
Executive Director

BY: _____
President, Board of Education



**Homecare Therapies LLC/dba Horizon Healthcare Staffing
School Services and Rates
2017– 2018 School Year**

Nursing Services

Registered Nurse (RN)	\$47.50 per hour	– Health Office/Trip
Registered Nurse (RN)	\$48.00 per hour	– 1:1 (Skilled Nursing Services)
Registered Nurse Specialty	\$55.00 per hour	- 1:1 (enhanced nursing services for medically fragile special needs students)
Register Nurse Visit (dispense meds)	\$85.00 per hour	
Licensed Practical Nurse (LPN)	\$38.50 per hour	
Certified Nursing Assistant (CNA)	\$21.00 per hour	
Paraprofessional	\$20.00 per hour	
Student Transportation ONLY*	\$67.00 per hour	(one hour minimum each way)
Social Worker	\$45.00 per hour	
ABA (Board Certified) Therapist	\$125.00 per 90 minute session	
ABA (non certified)	\$65.00 per hour	
ABA Evaluations	\$125.00	

*This service is only for students needing a nurse on the bus ride to and from school and NOT in school during the day.

If a nurse must stay beyond the scheduled school hours due to an emergency involving the health and well being of a student, Horizon reserves the right to bill School District for the extra time involved.

- If the same nurse works in the School District more than 40 hours in a week, Horizon will bill 1.5 times the rates above to account for overtime.
- The minimum daily school or trip assignment is four (4) hours. School or trip assignments lasting less than four (4) hours will be billed for the entire four (4) hours.
- Visits for specific medical procedures will be billed at the visit rate of \$75/visit.

**Related Educational Services
Session Rates***

Occupational Therapist (OT)	\$75 per student in a 30-minute session* for 1 or 2 students at one site
-----------------------------	--

Horizon
Healthcare
Staffing



Horizon Group

\$45 per student in a 30-minute session* for 3 or more students at one site
\$37.50 per student in a group of 5:1
\$145 per evaluation
\$135 per consult
\$125 per screening

Physical Therapist (PT)

\$75 per student in a 30-minute session* for 1 or 2 students at one site
\$45 per student in a 30-minute session* for 3 or more students at one site
\$37.50 per student in a group of 5:1
\$145 per evaluation
\$135 per consult
\$125 per screening

Speech Therapist (ST)

\$80 per student in a 30-minute session* for 1 or 2 students at one site
\$52 per student in a 30-minute session* for 3 or more students at one site
\$40 per student in a group of 5:1
\$175 per evaluation
\$155 per consult
\$140 per screening

*** Mandates of more than 30 minutes will be prorated.**

**** In the case of a student's unreported absence from a session, School District will be billed for The session unless reasonable notice of the student's absence is given to Horizon.**

Related Educational Services
Hourly Rate**

The hourly rate for Physical Therapy, Occupational Therapy and Speech Therapy services is \$85 per hour. There is a four-hour minimum for each assignment.**

****If the same therapist works at the facility more than 40 billable hours during any week, Horizon will**

20 Jerusalem Avenue, 3rd Floor, Hicksville, NY 11801, Tel. (516) 326-2020 Fax. (516) 358-7133

Horizon
Healthcare
Staffing



Horizon Group

bill 1.5 times the rate above to account for overtime.

**Supplemental Agreement between the
WEST ISLIP UNION FREE SCHOOL DISTRICT**

and

Horizon Healthcare

Supplemental Agreement dated this 1st day of July, 2017 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing (the "Contractor") located at 20 Jerusalem Avenue, 3rd floor, Hicksville, NY 11801.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d (hereinafter "Supplemental Agreement").

NOW THEREFORE, in consideration of the mutual promises below, the District and Contractor agree as follows:

1. **Defined Terms:** Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.

b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean the Homecare Therapies, LLC, d/b/a Horizon Healthcare Staffing..

c. "Student" means any person attending or seeking to enroll in an Educational Agency.

d. "Student Data" means Personally Identifiable Information of a "Student."

e. "Eligible Student" means a Student who is eighteen years or older.

- f. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- g. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- h. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- i. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.
- j. "Personally Identifiable Information" shall have the following meanings:
 - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
 - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

2. The District has developed the Parents' Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:

- a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
- b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.
- c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- d. A complete list of all student data elements collected by the State is available for public review at
<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

or a copy may be obtained by writing to:

Office of Information & Reporting Services
New York State Education Department, Room 863 EBA
89 Washington Avenue
Albany, NY 12234

- e. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Lisa DiSibio, *District Data Coordinator*
West Islip UFSD
100 Sherman Avenue
West Islip, New York, 11795
631-930-1583
l.disibio@wi.k12.ny.us

- f. “Supplemental information” for each contract into which the District enters with a third party who receives student data or teacher or principal data shall:
- i. state the exclusive purposes for which the student data or teacher or principal data will be used;
 - ii. specify how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
 - iii. stipulate when the agreement expires and what will happen to the student data or teacher or principal data upon expiration of the agreement;
 - iv. include if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
 - v. state where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected.

This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department’s Chief Privacy Officer, as well as emerging guidance documents.

3. As required by Education Law §2-d(3)(c), the District has developed the following “supplemental information” for the Agreement with the Contractor:

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the exclusive purpose(s) of performing Contractor’s obligations under this Agreement.

b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and/or the data protection and security requirements set forth in Education Law §2-d.

c. When the Agreement terminates between the District and the Contractor, the Contractor shall return such data to the District or if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form in a manner agreeable to the district.

d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.”

e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: *[Insert the manner in which Student Data and/or Principal or Teacher Data will be stored, and the security procedures that will be taken to ensure that the Data will be protected, including whether the data will be encrypted.]*

All student data is stored on a separate locked filing cabinet in a locked office w/ access only to the Director of Medical Services. The district or parent may request at any time.

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:

a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;

b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;

c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:

i. Without the prior written consent of the Parent or Eligible Student; or

ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6), the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

7. Miscellaneous:

- a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.
- b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.
- c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

Home Care Therapies, LLC
d/b/a Horizon Healthcare Staffing

WEST ISLIP UFSD

By: Tina Longo, PVT

By: _____

Print Name: Tina Longo, PVT

Print Name: Steven D. Gellar

Title: Director of Medical Services
+ Monitoring

Title: President, Board of Education

Date: May 30, 2017

Date: _____

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

This Agreement is entered into this 1st day of July, 2017 by and between the Board of Education of the West Islip School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and the Board of Education of the Little Flower School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 2460 North Wading River Road, Wading River, New York.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2017 through June 30, 2018, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

SEE ATTACHED STUDENT INFORMATION SUMMARY

2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.
3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.
4. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The RECEIVING DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The RECEIVING DISTRICT shall comply will all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
9. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.

10. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.
11. The RECEIVING DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
15. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.

16. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.
18. Insurance
 - a. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the RECEIVING DISTRICT and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT in connection with the performance of the RECEIVING DISTRICT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
 - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
 - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
 - d. Upon the execution of this Agreement, the RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement in accordance with the Commissioner's formula for calculating tuition for non-resident students.

SEE ATTACHED APPENDIX A

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

D. MISCELLANEOUS

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

2. Defense / Indemnification

- a. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the RECEIVING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
 - b. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
3. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:
- To Sending District: Wendy J. Duffy
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795
- To Receiving District: Ann Romeo
Little Flower UFSD
2460 North Wading River Road
Wading River, NY 11792
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
 5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and 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.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SENDING DISTRICT

RECEIVING DISTRICT

By: President, Board of Education

Date: _____

Cynthia Stachowski

By: ~~President Board of Education~~
Superintendent

Date: 5/31/17

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2017**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Metro Therapy** (hereinafter the "CONSULTANT"), having a principal mailing address of P.O. Box 6005, Hauppauge, NY 11788-9005.

A. TERM

1. The term of this Agreement shall be from **July 1, 2017** through **June 30, 2018**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. 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.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit 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.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

SEE ATTACHED SERVICES AND RATE SHEET

2. 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 Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement, and any other license or certification applicable.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be **as per attached rate sheet.**

E. INSURANCE

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S

responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

2. CONSULTANT shall provide the DISTRICT will a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

H. WAIVER OF RIGHTS

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.

I. SEVERABILITY

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.

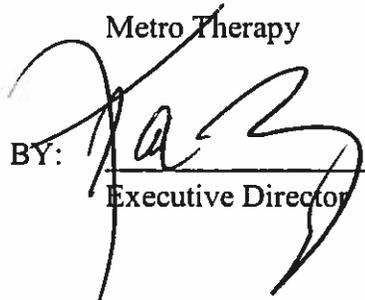
J. GOVERNING LAW

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.

K. ENTIRE AGREEMENT

1. 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.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Metro Therapy
BY:  _____
Executive Director

West Islip Union Free School District

BY: _____
President, Board of Education

West Islip UFSD
Special Ed & Related Services
RFP #1600, 5/05/16

<u>Evaluations</u>	<u>Session</u>	<u>Metro Therapy, Inc.</u>
Audiological	Per Eval.	\$500.00
Central Auditory Processing	Per Eval.	\$1,600.00
Educational	Per Eval.	\$250.00
FBA/BIP	Per Eval.	\$125./Hr.
Neurological		
Neuropsychological Evaluation	Per Eval.	\$3,500.00
Occupational Therapy Evaluation	Per Eval.	\$175.00
Physical Therapy Evaluation	Per Eval.	\$175.00
Psychiatric Evaluation	Per Eval.	
Psycho-Educational Evaluation	Per Eval.	\$750.00
Psychological Evaluation	Per Eval.	\$450.00
Social history	Per Eval.	\$100.00
Speech-Language Evaluation	Per Eval.	\$250.00
<u>Services</u>		
Behavior/Autism Consulting	30 Min	\$62.50
Hearing Itinerant Services	30 Min	\$62.00
Occupational Therapy - Group	30 Min	\$61.50
Occupational Therapy - Individual	30 Min	\$41.50
Orientation & Mobility Service	30 Min	
Parent Training & Counseling	30 Min	\$55.00
Physical Therapy - Group	30 Min	\$61.50
Physical Therapy - Individual	30 Min	\$41.50
Resource Room - Group	30 Min	
Resource Room - Individual	30 Min	Gr. of 2 \$35./Child *Gr. Of 3-5 \$30./Child
Speech Services - Group	30 Min	\$45.00
Speech Services - Individual	30 Min	\$61.50
Vision Itinerant Services	30 Min	\$41.50
Consult Teacher Service	30 Min	\$62.00
Special Education Teacher in District	30 Min	\$45.00
Teacher Assistant	30 Min	\$45.00
CSE Meeting Attendance	30 Min	\$40.00
Professional Development	30 Min	\$41.50
	Per Day	\$1,100.00
<u>Nursing Services</u>		
Nursing Service - RN	Per Hour	
Nursing Services - LPN	Per Hour	

"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER
THE STATE FREEDOM OF INFORMATION LAW"

SCHEDULE A – Page 1 of 2
PROPOSED RATES FOR West Islip UFSD
(July 1, 2017-June 30, 2018)

THIS SCHEDULE MUST BE ATTACHED TO ANY CONTRACT AWARDED

Individual Session

O.T. R., PT, Speech, Counseling (Includes push-ins, pull-outs, consultation and observations)	\$41.50 ½ hour
C.O.T.A. (Certified O.T. Assistant) (Includes push-ins, pull-outs, consultation and observations)	\$37.50 ½ hour
Vision Services	\$62.00 ½ hour
Teacher of the Deaf Services	\$62.00 ½ hour

Group Session (up to 5 students)

O.T. R., PT, Speech, Counseling (Includes push-in and pull-out sessions)	\$61.50 ½ hour
C.O.T.A. (Includes push-in and pull-out sessions)	\$55.50 ½ hour

Screenings

\$45.00 per screening

Evaluations

OT/PT	\$175.00 each
Speech	\$250.00 each
Neuropsychological	\$3500.00 each
Psychological	\$450.00 each
Psychological/Ed	\$750.00 each
Social History	\$100.00 each
Education by Psychologist	\$350.00 each
Education by Spec Educator	\$250.00 each
Bilingual OT/PT	\$195.00 each
Bilingual Speech	\$350.00 each
Bilingual Psychological	\$550.00 each
Bilingual Psychological/Ed	\$850.00 each
Bilingual Social History	\$175.00 each
Bilingual Education by Psychologist	\$450.00 each
Bilingual Education by Spec Educator	\$350.00 each
Assistive Technology	\$1700.00 each
Vision and Hearing	\$300.00 each
Central Auditory Processing (CAP)	\$1750.00 each

Whole Classroom Push-ins OT

\$70.00 ½ hour

Handwriting Groups

\$65.00 per half hour up to 8 children

Behavior Intervention

Consults (BCBA)	\$125.00 hour in school
BIS/Family Training (non-BCBA)	\$110.00 hour individual in home
FBA/BIP	\$125.00 per hour
Autism/PDD Training	\$175.00 per hour
CPI Training (not to exceed 30 participants) Groups of up to 20 participants	\$1600.00 per day / \$850 per ½ day \$50.00 per each participant over 20

“THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW”

Schedule A – Page 2 of 2

Translations

Reports	\$35.00	per page
Interpreting	\$50.00	per half hour
Proctoring	\$50.00	per half hour

Meetings

CSE Meeting	\$41.50	per half hour
Team Meeting	\$41.50	per half hour

Special Rate Schedule

- All services except Resource Room provided in the home, private or parochial schools will be billed at the rate of \$50.00 per half hour session per child.
- Resource Room will be billed at the rate of \$45.00 per 30 minute individual session per child and \$35.00 per 30 minute session per child if in a group of two, and \$30.00 per child per 30 minute session for a group of 3-5.
- Home Instruction (special education/resource room) - \$100 per hour
- Home Tutoring - \$70.00 per hour
- Teacher’s Assistant - \$ 40.00 per hour
- Assistive Technology Consults - \$200.00 per hour

Staff Development (In-services, workshops, consultative meetings)

- \$1,100.00 per day; \$600.00 per ½ day
- \$250.00 per hour - 2 hours or less

Scheduling Consultation – A ½ per session fee (\$20.00) will be charged per student, during the first two weeks of the school year until scheduling is completed. Scheduling is meeting the child, meeting the teachers and all staff, and preparing the schedule.

Reports – All progress reports, annual review testing and goals will be inputted in to the School District IEP system at no charge. If Metro Therapy, Inc. is required to input SPAMS, Medicaid Notes or any other report, a charge of \$40.00 per half hour per therapist per month.

NYSAA BOCES Trainings- \$750.00 per day, \$ 400.00 per ½ day

Administrative Staffing Options – available upon request; contact us for additional information.

FOR CONTRACTS WITH RENEWAL CLAUSES (EXTENSIONS) – WE RESERVE THE RIGHT TO INCREASE RATES UPON THE RENEWAL BY 2% OR THE COST OF LIVING ALLOWANCE, WHICHEVER IS LOWER ON THE DATE OF THE RENEWAL.

**Supplemental Agreement between the
WEST ISLIP UNION FREE SCHOOL DISTRICT**

and

Metro Therapy, Inc.

Supplemental Agreement dated this 1st day of July, 2017 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Metro Therapy, Inc. (the "Contractor") located at 1363-8 Veterans Memorial Highway, Hauppauge, NY 11795.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d (hereinafter "Supplemental Agreement").

NOW THEREFORE, in consideration of the mutual promises below, the District and Contractor agree as follows:

1. **Defined Terms:** Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.
 - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.
 - b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean the Metro Therapy, Inc.
 - c. "Student" means any person attending or seeking to enroll in an Educational Agency.
 - d. "Student Data" means Personally Identifiable Information of a "Student."
 - e. "Eligible Student" means a Student who is eighteen years or older.

f. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.

g. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.

h. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.

i. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.

j. "Personally Identifiable Information" shall have the following meanings:

i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)

ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

2. The District has developed the Parents' Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:

a. A student's personally identifiable information cannot be sold or released for any commercial purposes.

b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.

c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

d. A complete list of all student data elements collected by the State is available for public review at

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

or a copy may be obtained by writing to:

Office of Information & Reporting Services
New York State Education Department, Room 863 EBA
89 Washington Avenue
Albany, NY 12234

- e. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Lisa DiSibio, *District Data Coordinator*
West Islip UFSD
100 Sherman Avenue
West Islip, New York, 11795
631-930-1583
l.disibio@wi.k12.ny.us

- f. “Supplemental information” for each contract into which the District enters with a third party who receives student data or teacher or principal data shall:
- i. state the exclusive purposes for which the student data or teacher or principal data will be used;
 - ii. specify how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
 - iii. stipulate when the agreement expires and what will happen to the student data or teacher or principal data upon expiration of the agreement;
 - iv. include if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
 - v. state where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected.

This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department’s Chief Privacy Officer, as well as emerging guidance documents.

3. As required by Education Law §2-d(3)(c), the District has developed the following “supplemental information” for the Agreement with the Contractor:

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the exclusive purpose(s) of performing Contractor’s obligations under this Agreement.

b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and/or the data protection and security requirements set forth in Education Law §2-d.

c. When the Agreement terminates between the District and the Contractor, the Contractor shall return such data to the District or if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form in a manner agreeable to the district.

d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.”

e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: *[Insert the manner in which Student Data and/or Principal or Teacher Data will be stored, and the security procedures that will be taken to ensure that the Data will be protected, including whether the data will be encrypted.]*

Data is stored electronically on our secure, proprietary Computer system that encrypts information. Paper originals stored on-site are locked in units accessible only to designated employees. Archived files are housed in a secure, off-site facility.

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:

a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;

b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;

c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:

i. Without the prior written consent of the Parent or Eligible Student; or

ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6), the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

7. Miscellaneous:

a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.

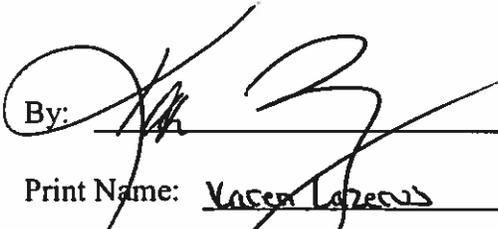
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

METRO THERAPY, INC.

WEST ISLIP UFSD

By:  _____
Print Name: Vasen Lazecus
Title: Director
Date: 6/5/2017

By: _____
Print Name: Steven D. Gellar
Title: President, Board of Education
Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2017**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Nassau Suffolk Services for Autism – The Martin C. Barell School** (hereinafter the "CONSULTANT"), having a principal mailing address of 80 Hauppauge Road, Commack, New York 11725.

A. TERM

1. The term of this Agreement shall be from **July 1, 2017** through **June 30, 2018**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. 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.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit 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.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

To provide services as per attached APPENDIX A

2. 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 Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement, and any other license or certification applicable.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per amount approved by the **New York State Commissioner of Education for the 2017-2018 school year for tuition. Related Services are per the attached Rate Schedule for the 2017-2018 school year.**

E. INSURANCE

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. CONSULTANT shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

H. WAIVER OF RIGHTS

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.

I. SEVERABILITY

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.

J. 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.

K. ENTIRE AGREEMENT

1. 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.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Nassau Suffolk Services for Autism

West Islip Union Free School District

BY: _____
Executive Director

BY: _____
President, Board of Education



Rate Schedule for School Year 2017-2018

Name of Provider: Nassau Suffolk Services for Autism

Contact Name and Title: Bonnie Eisert, Coordinator of Consultation Svcs.
Diana Mazzeo, Coordinator of the Finance Department

Address: 80 Hauppauge Road, Commack, NY 11725

Telephone #: 631- 462-0386

Fax #: 631- 462-4201

Website/E-Mail: www.nssainfo.org / dmazzeo@nssa.net

Type(s) of Related Service and Rate Information for each type of Related Service that would be included in a potential agreement with the District(s):

Type of Related Service: Behavior Intervention Consultation (Indirect)
Rate Information: \$150.00/per hour

Type of Related Service: Behavior Intervention Services-Teacher/ABA Paraprofessional
Rate Information: \$85.00/per hour

Type of Related Service: Parent Training
Rate Information: \$150.00/per hour

Type of Related Service: Parent Training Workshop (Small Group)
Rate Information: \$200.00/per hour

Type of Related Service: Behavior Intervention Services – Teacher (home tutoring/instruction) or Extended Day Services
Rate Information: \$85.00/per hour

Type of Related Service: Behavior Intervention Services-Supervision
Rate Information: \$150.00/per hour

Type of Related Service: Consultant Teacher or 1:1 Aide

Rate Information: \$85.00/per hour

Type of Related Service: Staff Development and Training

Rate Information: \$150.00/per hour

Type of Related Service: Transition Planning and Services

Rate Information: \$150.00/per hour

Type of Related Service: Job Coach/Aide

Rate Information: \$60.00/per hour

Type of Related Service: Resource Room/Learning Center

Rate Information: \$85.00/per hour

Type of Related Service: Speech/Language Consultation

Rate Information: \$200.00/per hour

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

This Agreement is entered into this **1st day of July, 2017** by and between the Board of Education of the West Islip School District (hereinafter the "**SENDING DISTRICT**"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **NYSARC, Inc. Suffolk Chapter** (hereinafter the "**RECEIVING EDUCATIONAL FACILITY**"), having its principal place of business for the purpose of this Agreement at **2900 Veterans Memorial Highway, Bohemia, New York 11716**.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from **July 1, 2017 through June 30, 2018**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the RECEIVING EDUCATIONAL FACILITY shall include, but not be limited to the following:

**Full Day Educational Instruction and Related Services as per student (s) IEP
See Attached Appendix A**

2. The RECEIVING EDUCATIONAL FACILITY shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.

3. All services provided by the RECEIVING EDUCATIONAL FACILITY to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING EDUCATIONAL FACILITY upon any modification of a student's IEP.
4. The RECEIVING EDUCATIONAL FACILITY shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The RECEIVING EDUCATIONAL FACILITY shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. The RECEIVING EDUCATIONAL FACILITY represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING EDUCATIONAL FACILITY represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. Upon the execution of this Agreement, the RECEIVING EDUCATIONAL FACILITY shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING EDUCATIONAL FACILITY providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING EDUCATIONAL FACILITY shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The RECEIVING EDUCATIONAL FACILITY shall comply will all applicable policies of the RECEIVING EDUCATIONAL FACILITY while providing services pursuant to this Agreement.

9. The RECEIVING EDUCATIONAL FACILITY shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. The RECEIVING EDUCATIONAL FACILITY will work cooperatively with the SENDING DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The RECEIVING EDUCATIONAL FACILITY shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING EDUCATIONAL FACILITY of such meetings.
11. The RECEIVING EDUCATIONAL FACILITY shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING EDUCATIONAL FACILITY in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING EDUCATIONAL FACILITY to provide services pursuant to this Agreement.
15. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING EDUCATIONAL FACILITY to render full

reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.

16. Upon reasonable prior written notice, the RECEIVING EDUCATIONAL FACILITY shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING EDUCATIONAL FACILITY.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING EDUCATIONAL FACILITY shall promptly give written notice of same to the SENDING DISTRICT.
18. Insurance
 - a. The RECEIVING EDUCATIONAL FACILITY, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the RECEIVING EDUCATIONAL FACILITY and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING EDUCATIONAL FACILITY in connection with the performance of the RECEIVING EDUCATIONAL FACILITY's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
 - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
 - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING EDUCATIONAL FACILITY shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
 - d. Upon the execution of this Agreement, the RECEIVING EDUCATIONAL FACILITY will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The RECEIVING EDUCATIONAL FACILITY shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement.

See Attached Appendix A

2. Requests for payment by the RECEIVING EDUCATIONAL FACILITY shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The SENDING DISTRICT shall pay the RECEIVING EDUCATIONAL FACILITY within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING EDUCATIONAL FACILITY notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

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

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

To Sending District: Wendy J. Duffy
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

To RECEIVING EDUCATIONAL FACILITY:
Mrs. Fran Degroot
AHRC, Inc. - Suffolk Chapter
2900 Veterans Memorial Highway
Bohemia, NY 11716

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

6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and 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.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SENDING DISTRICT

RECEIVING EDUCATIONAL FACILITY

By: President, Board of Education


By: ~~Executive Director~~ Chief Executive Officer

Date: _____

Date: 6/14/17

St. James Tutoring Inc.

24 Suite B Bellemeade Avenue

Smithtown, NY 11787

Tel. (631) 584-5318

Fax (631) 584-5953

May 24, 2017

Ms. Michelle Walsh
Intervention Services Coordinator
West Islip UFSD
1 Lions Path
West Islip, NY 11795

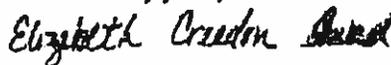
Re:

Dear Ms. Walsh:

The Brunswick Hall Children's Psychiatric Unit has requested that St. James Tutoring provide residential instruction for _____, of West Islip UFSD while _____ in residence at Brunswick Hall. _____ was admitted to Brunswick Hall on _____.

The educational process at Brunswick Hall will parallel the curriculum that _____ presently studying at school, and while she is at Brunswick Hall, the teachers will make every effort to provide continuity in _____ program so that the transition from Brunswick Hall back to West Islip UFSD will be as successful as possible.

Sincerely yours,



Elizabeth Crendon Awad
Director, St. James Tutoring

I agree to reimburse St. James Tutoring for the home teaching services provided.

Signature: _____

Title: _____

School District: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of **July, 2017**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **The Hagedorn Little Village School** (hereinafter the "CONSULTANT"), having a principal mailing address of 750 Hicksville Road, Seaford, NY 11783.

A. TERM

1. The term of this Agreement shall be from **July 1, 2017** through **June 30, 2018**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. 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.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit 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.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

FULL DAY INSTRUCTION AS PER ATTACHED STUDENT INFORMATION SUMMARY AND ADDENDUM

2. 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 Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement, and any other license or certification applicable.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per amount approved by the New York State Commissioner of Education for the 2017-2018 school year.

E. INSURANCE

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim

for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

2. CONSULTANT shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

H. WAIVER OF RIGHTS

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.

I. SEVERABILITY

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.

J. 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.

K. ENTIRE AGREEMENT

1. 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.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

The Hagedorn Little Village School

West Islip Union Free School District

BY:


Executive Director

BY: _____

President, Board of Education

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

This Agreement is entered into this **1st day of July, 2017** by and between the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue West Islip, New York, and **The New England Center for Children** (hereinafter the "School"), having its principal place of business for the purpose of this Agreement at 33 Turnpike Road, Southborough, Massachusetts 01772.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. **TERM**

The term of this Agreement shall be from **July 1, 2017 through June 30, 2018**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:

SEE ATTACHED ADDENDUM

2. The SCHOOL shall provide the services set forth in this Agreement to Panayiota Navas (the "Student").
3. All services provided by the SCHOOL to the Student under this Agreement shall be in accordance with the Student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a Student's IEP.

4. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. 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. (not is use)
7. The SCHOOL represents that it conducts comprehensive Criminal Offender Record Information (CORI) background checks as required by the Department of Early Education and Care (EEC) on all prospective employees. The successful completion of the background check investigation is one of several components of the recruitment/hiring process to determine suitability for employment at NECC. The CORI background check is repeated annually for all active employees, volunteers, interns and any individuals who may have student contact. In addition, the Department of Children & Families (DCF) supplies information regarding whether individuals have been identified by DSS in a supported 51B report as a person responsible for abuse or neglect of a child. Depending upon the results of the CORI and DSS checks, applicants for employment, current employees, interns or volunteers may be denied employment. In addition, NECC employees may be subject to appropriate discipline, up to and including suspension and termination of employment. Employees must immediately notify NECC if they have been charged with or convicted of any of the crimes appearing on the lists found in the Appendix of the Employee Handbook. The SCHOOL shall not utilize any individual to perform services pursuant to this Agreement who they do not deem fit as a result of these checks.
8. The SCHOOL hereby represents that all professionals providing services to the Student under this Agreement possess the required license/certification. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. The SCHOOL represents that it is currently an Approved Private Program providing special education services in the State of Massachusetts meeting all of the requirements of 603 CMR 28.09 and 603 CMR 18.00. If at any time during the duration of the contract the SCHOOL loses approval to operate, it will inform the District and make plans for the appropriate transfer of the student back to the District.
10. The SCHOOL shall provide all services pursuant to this Agreement in a Competent, professional and timely manner.

11. The SCHOOL will work cooperatively with the DISTRICT's Committee on Special Education (CSE) and Committee on Pre School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT'S Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
12. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws and regulations. The DISTRICT shall have the right to examine any and all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of same.
13. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with such Regulations, if applicable.
14. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Neither party, their employees, and/or agents shall use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
15. The DISTRICT shall obtain whatever releases prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
16. The DISTRICT obtain releases or other legal documents necessary for the school to render full reports concerning the education and progress of the Student to the DISTRICT at the same time that such reports are made to the parent(s) of Student covered by the terms of the Agreement.

17. Upon reasonable prior written notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representative during the normal business hours of the SCHOOL.
18. In the event that the parent or person in parental relation to the Student receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the SCHOOL shall promptly give written notice of same to the DISTRICT.
19. Insurance
 - a. The SCHOOL at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the SCHOOL and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the SCHOOL in connection with the performance of the SCHOOL's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000.00).
 - b. In the event any of the aforementioned insurance policies are cancelled or not renewed, the SCHOOL shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
 - c. Upon the execution of this Agreement, the SCHOOL will supply the DISTRICT a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The SCHOOL shall be entitled to recover tuition from the DISTRICT for each student receiving services pursuant to this Agreement in accordance with the Commissioner's formula for calculating tuition for non-resident students.
2. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.

3. The DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.
4. The DISTRICT shall give the SCHOOL notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

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

2. Independent Contractor

- a. SCHOOL 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 to the extent required by law.
- b. Neither SCHOOL 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. The SCHOOL agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees,

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

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

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

To District: West Islip Union Free School District
 100 Sherman Avenue
 West Islip, New York 11795
 Attention: Wendy J. Duffy

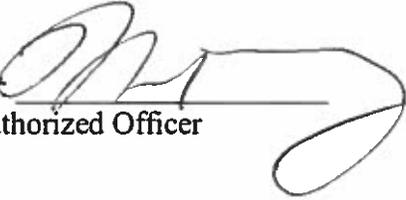
To School: New England Center for Children
 33 Turnpike Road
 Southborough, MA 01772
 Attention: Catherine ~~Welsh~~ Welch

5. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
9. Venue: any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.

10. **Entire Agreement:** This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. **Amendment:** This Agreement may not be changed orally, but only by agreement, in writing, signed by authorized representatives of both parties.
12. **Execution:** This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

The New England Center
For Children

West Islip Union Free
School District

By 
Authorized Officer

By: _____
President, Board of Education

WEST ISLIP PUBLIC SCHOOLS
 ENGLISH LANGUAGE ARTS

MEMORANDUM

To: Wendy Duffy
 From: Karen Appollo
 Date: June 21, 2017
 Re: Surplus Materials ~ West Islip High School

The following materials are in very poor condition or not used in the English Language Arts curriculum and should be removed from our inventory:

Title	Reason	# of Texts
<i>Obasan</i>	Not used	47
<i>Rebecca</i>	Not used	52
<i>The Sun Also Rises</i>	Not used/Poor condition	19
<i>Major Barbara</i>	Not used	48
<i>Billy Budd</i>	Poor condition	8
<i>A Time to Kill</i>	Not used	37
<i>The Client</i>	Not used	13
<i>Sons and Lovers</i>	Not used	19
<i>The Portrait of an Artist as a Young Man</i>	Not used	42
<i>Heart of Darkness</i>	Poor condition	3
<i>Catch 22</i>	Not used	22
<i>A Gathering of Old Men</i>	Not used	24
<i>Cry, the Beloved Country</i>	Not used	11
<i>Dubliners</i>	Not used/Poor condition	21
<i>Ibsen: Four Major Plays</i>	Not used/Poor condition	21
<i>The Merchant of Venice</i>	Not used/Poor condition	1
<i>Our Town</i>	Not used/Poor condition	33
<i>Macbeth</i>	Poor condition	18
<i>Grapes of Wrath</i>	Not used/Poor condition	215
<i>Inherit the Wind</i>	Not used/Poor condition	35
<i>Adventures of Huckleberry Finn</i>	Poor condition	30
<i>The Glass Menagerie</i>	Not Used/Poor condition	47
<i>The Once and Future King</i>	Not Used	1
<i>Edith Hamilton's Mythology</i>	Poor condition	3
<i>Rebecca</i>	Not used	1
<i>The Five People You Meet in Heaven</i>	Poor condition	1

<i>Webster's New World Dictionary</i>	Poor condition	4
<i>Lord of the Flies</i>	Poor condition	5
<i>Points of View</i>	Not used/Poor condition	3
<i>My Brother Sam is Dead</i>	Poor condition	1
<i>To Kill a Mockingbird</i>	Poor condition	1
<i>A Raisin in the Sun</i>	Poor condition	1
<i>All Creatures Great and Small</i>	Not used/Poor condition	1
<i>The Pearl</i>	Not used/Poor condition	1
<i>My Side of the Mountain</i>	Not used/Poor condition	1
<i>Bud, Not Buddy</i>	Poor condition	1
<i>Julie of the Wolves</i>	Not used/Poor condition	1
<i>Agatha Christie Poirot Investigates</i>	Not used/Poor condition	1
<i>Animal Farm</i>	Not used/Poor condition	1
<i>The Crucible</i>	Poor condition	22
<i>Roget's Thesaurus</i>	Poor condition	6
<i>Death of a Salesman</i>	Poor condition	1
<i>Hamlet</i>	Poor condition	8
<i>The Stranger</i>	Poor condition	12



WI

West Isip Public Schools
The Michael and Christine Freyer Administration Building
100 Sherman Avenue. West Isip, New York 11795
TEL: (631) 930-1540 FAX: (631) 893-3245



Bernadette M. Burns
Superintendent of Schools

Tim Horan, CAA
Director of Physical Education, Health
Athletics, Recreation & Family and Consumer Science

MEMO TO: Wendy Duffy

FROM: T. Horan, Director of Physical Education, Health, Athletics, Recreation & FACS



RE: Surplus FACS Textbooks

DATE: 6/23/17

I would like to request permission to surplus the following textbooks from the high school Family and Consumer Science inventory:

1. Parenting: Rewards and Responsibilities- copyright 1997- 38 textbooks
2. Food for Today- copyright 1997- 26 textbooks
3. Clothing- Fashion, Fabric & Construction- copyright 1997- 40 textbooks

CULLEN & DANOWSKI, LLP
CERTIFIED PUBLIC ACCOUNTANTS

JAMES E. DANOWSKI, CPA
PETER F. RODRIGUEZ, CPA
JILL S. SANDERS, CPA
DONALD J. HOFFMANN, CPA
CHRISTOPHER V. REINO, CPA
ALAN YU, CPA

July 1, 2017

Board of Education and Audit Committee
West Islip Union Free School District
Administrative Office
100 Sherman Street
West Islip, New York 11795

Dear Members of the Board of Education and Audit Committee

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the West Islip Union Free School District (District) for the year ending June 30, 2017. We will perform a risk assessment update and provide services for the District as follows:

Risk Assessment Update

We will perform a risk assessment update of the District's business operations for the fiscal year 2017-18. Our risk assessment update will be in accordance with generally accepted auditing standards and guidelines promulgated by the Department of Audit and Control and Education Department of the State of New York. Our risk assessment update will include identification of the District's audit areas together with its policies and procedures, the internal controls currently in effect, as well as those that might otherwise be required or recommended. We will assess the District's current control environment that includes a comparison to the prior year and we will determine the status of the recommendations from the previous audit reports.

We plan to begin our procedures during September 2017, and unless unforeseeable problems are encountered, the engagement should be completed by November 30, 2017.

Report

We will communicate the results of our risk assessment update in a formal report. We will identify risks and related controls. We will also suggest ways in which the District might improve its risk management system regarding financial reporting and management controls including the internal controls currently in effect, as well as those that might otherwise be required or recommended. These reports are intended for internal use only and should not be used for any other purpose.

The purpose of these reports is to assist the Audit Committee in improving the process by which the District monitors and manages its risk. However, it is ultimately the District's responsibility to assess the adequacy of its risk management system and any of our suggestions.

Fee

Our fee for the risk assessment update and report thereon will be a fixed price of \$10,000. This is reduction from prior years and is due to efficiencies gained over the years.

At the conclusion of the engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the operations of the departments reviewed during this engagement in accordance with District policies and procedures.

Testing and Assessment of Selected System(s)

The testing and assessment of selected systems is variable and dependent upon the results of the risk assessment update that we will perform in the initial phase of our engagement. The results of the risk assessment update will be discussed and reviewed with the Audit Committee so as to arrive at a consensus as to the higher-risk areas that should be subject to testing and further risk assessment procedures. We will determine the extent and timing of these procedures in consultation with the Audit Committee.

Report

We will communicate the results of our internal audit (i.e., testing) in a formal report. As a result, we will suggest ways in which the District might improve its internal controls currently in effect, as well as those that might otherwise be required or recommended. These reports are intended for internal use only and should not be used for any other purpose.

Fees

Estimated time for internal audits and fees will be refined after the preparation of a comprehensive risk analysis, and when the District's Audit Committee decides on the detailed nature and scope of the assignment. Other factors to be considered include the desired level of coverage of individual school buildings, functions, departments, level of assurance desired (i.e., nature and extent of tests performed), and other discretionary factors.

We will come to an agreement of an estimate with the Audit Committee prior to commencement of the work. Based upon its review of the risk assessment update, the Audit Committee will be responsible for the areas to be included in the audit plan. The fee will be based upon the estimated time and the following hourly rate schedule (in effect through June 30, 2018):

Partner	\$ 210
Manager	170
Supervisor	155
Senior	140
All Staff	120

Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices will be rendered as work progresses based on hours of work completed and are payable on presentation. If for any reason we are unable to complete our engagement, we will not issue a report as a result of this engagement.

This agreement may be cancelled by the Board of Education at any time, for any reason. In the event of such cancellation, the Board shall be required to pay for all services provided prior to the date of cancellation.

Don Hoffmann, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We appreciate the opportunity to be of service to the West Islip Union Free School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Cullen & Danowski, LLP

For the Firm:



Don Hoffmann

Partner

RESPONSE:

This letter correctly sets forth the understanding of the West Islip Union Free School District.

By: _____

Signature: _____

Title: _____

Date: _____

AGREEMENT

WHEREAS, the West Islip Union Free School District has appointed Joseph J. Nicolosi as Security Coordinator to supervise the safety and security of all students, staff and community members on school property.

NOW, THEREFORE, it is hereby agreed as follows:

1. The district shall appoint Joseph J. Nicolosi as an independent contractor for the district from July 1, 2017 until June 30, 2018.
2. Mr. Joseph J. Nicolosi, shall perform all tasks necessary to supervise security of all school facilities.
3. Prepare a security budget annually.
4. Interview and recommend potential staff members.
5. Prepare and assign work schedule and assignments for staff.
6. Ensure that all staff meet the requirements of the New York State Security Guard Act.
7. Supervise and train all security staff.
8. Review and address all incident reports.
9. Supervise and conduct residency investigations.
10. Coordinate, staff and supervise special events.
11. Coordinate with Suffolk County Police Department.
12. Prepare payroll.
13. Address all safety and security problems of all school administrators.
14. Supervise enforcement of field permits.
15. Review and address all actions and responses to incidents by staff.
16. Conduct other investigations as needed.
17. On call 24 hours a day 7 days a week to respond to alarms and emergencies.

18. The district shall pay Joseph Nicolosi a total sum of Forty One Thousand Seven Hundred and Twenty Four Dollars and 27/100 (\$41,724.27) for his work as a Security Coordinator for the district from July 1, 2017 to June 30, 2018. The district shall pay Joseph Nicolosi on a monthly basis, such that he will receive twelve monthly checks in the amount of Three Thousand Four Hundred Seventy Seven Dollars and 02/100.

19. The district shall not provide any benefits to Mr. Nicolosi including but not limited to health insurance, life insurance, dental insurance, optical insurance, social security, worker's compensation, and unemployment insurance.

20. Mr. Nicolosi shall not become a member of any collective bargaining unit within the district.

21. Mr. Nicolosi shall not become a member of the New York State Employees' Retirement System.

22. The district shall not make any withholdings from its payments to Mr. Nicolosi including but not limited to state, federal or other taxes, social security, disability, or unemployment.

23. The district, in its sole discretion, may terminate this agreement at any time and for any reason upon thirty (30) days notice. Nothing contained herein shall be deemed a guarantee of continuing employment for the term of this agreement or any other time period. In the event the district terminates this agreement, any payment to Mr. Nicolosi shall be pro-rated for the period of actual service rendered to the district.

24. Mr. Nicolosi may terminate this agreement at any time and for any reason upon thirty (30) days written notice to the district.

25. Mr. Nicolosi agrees to defend, indemnify, and hold harmless the district, its board members, employees, officers, agents, and volunteers against any and all loss, liability, damage, penalty, expense, or other cost or obligation which results from or

arises out of any claim, lawsuit, demand, settlement, or judgment brought against the district and which loss, liability, damage, penalty, expense or other cost or obligation, including reasonable attorney's fees, results from or arises out the failure to perform this agreement.

Mr. Nicolosi shall be provided liability insurance coverage under the District's general liability and school business leader's insurance policies. He is responsible to the District for any additional premiums the District incurs. Mr. Nicolosi would be responsible for any claims that are not covered by the insurance carrier as well as any deductible in connection with a claim brought. Mr. Nicolosi would be responsible for damages that exceed or are beyond the insurance policy's limits.

26. Mr. Nicolosi shall not assign this agreement without the express prior written consent of the district.

27. The parties agree this agreement resolves all issues set forth herein.

28. This agreement, with all its terms and conditions, shall not be binding until the final signature is affixed hereto.

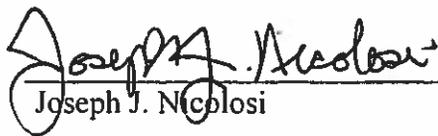
29. This agreement contains the complete understanding between the parties, and shall not be modified except as in writing and signed by all parties.

WEST ISLIP UNION FREE
SCHOOL DISTRICT

Dated: _____

By: _____
Steven D. Gellar
President, Board of Education

Dated: 6/21/17

By: 
Joseph J. Nicolosi

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2017 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795 and Smartweb, Inc. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at West Islip, New York.

A. TERM

The term of this Agreement shall be from July 1, 2017 through June 30, 2018 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the "Scope of Requested Services" as set forth in the District's Request for Proposal ("RFP") Computer, Network, and Information Technology Management Services, dated 2/12/09; which document and CONSULTANT's response shall be incorporated herein and made a part of this Agreement.
2. The CONSULTANT shall provide the services set forth in this Agreement.
3. 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.
4. 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.
5. 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.
6. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
7. 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

8. 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).

9. Insurance - See RFP

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT One Hundred Fifty Three Thousand and XX/100 (\$153,000) Dollars for the term of the Agreement.
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, 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. 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.
4. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:

- a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to the DISTRICT.

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

2. Independent Contractor:

- a. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

4. 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.

5. 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: Mrs. Bernadette M. Burns
 Superintendent of Schools
 Administration Building
 100 Sherman Avenue
 West Islip, NY 11795

To Consultant: Mr. Amit Pathak
 Smartweb, Inc.
 10 Franklin Avenue
 #403
 Long Beach, NY 11561

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

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

CONSULTANT
Smartweb, Inc.

DISTRICT
WEST ISLIP UNION FREE
SCHOOL DISTRICT



By: Amit Pathak

By: Steven D. Gellar
President, Board of Education

Date: 6/23/2017

Date: _____