

# AGENDA



## BOARD OF EDUCATION

August 15, 2018

Paul J. Bellew Elementary School  
25 Higbie Lane

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

**A G E N D A**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**August 15, 2018**

*Paul J. Bellew Elementary 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 in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the July 3, 2018 Reorganizational Meeting and the July 3, 2018 Regular Meeting.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
  - A) Finance Committee {8/14/2018}
  - B) Buildings and Grounds Committee {7/10/2018 and 8/14/2018}
- IX. **FINANCIAL MATTERS**
  - A) Treasurer's Report
- X. **BUSINESS ITEMS**
  - A) Approval of Budget Transfers
  - B) Approval of Donations
    1. Ahold Delhaize USA → Manetuck \$887.54
  - C) Approval of Surplus Items
    1. Miscellaneous library books
    2. Miscellaneous Food Service equipment
  - D) Approval of Resolutions
    1. Increase 2017-2018 Budget
    2. Tax Levy 2018-2019
    3. Income Eligibility Guidelines for Free and Reduced Price Meals or Free Milk 2018-2019
  - E) Approval of SEDCAR Agreement 2017-2018
    1. Alternatives for Children
  - F) Approval of Contracts
    1. Eastern Suffolk BOCES Final Contract for Cooperative Educational Services 2017-2018
    2. Integra Consulting and Computer Services, Inc. 2018-2019
  - G) Approval of 2018-2019 Special Education Contracts
    1. Babylon UFSD
    2. Brookville Center for Children's Services
    3. Commack UFSD {July 1–August 30, 2018}
    4. Edward M. Petrosky, PsyD., ABPP
    5. Islip Tutoring Service, Inc.
    6. Laura Anne Hershberger, M.D.
    7. Little Angels Center, Inc.
    8. Long Island Developmental Consulting, Inc.
    9. NYSARC, Inc. Suffolk Chapter

**X. BUSINESS ITEMS, *continued***

H. Approval of the following Long Island School Food Nutrition Directors' Association Cooperative Bids 2018-2019

1. Bagels
2. Bread
3. Commodity Foods Direct Diversion
4. Commodity Foods Direct Diversion, Part 2
5. Dairy
6. Dishwashing/Cleaning Supplies
7. Drinks/Coffee
8. Frozen
9. Grocery
10. Ice Cream with Equipment
11. Large Kitchen Equipment
12. Meat
13. Paper, Disposables and Cleaning Supplies
14. Smallwares
15. Snacks - Compliant
16. Snacks – Non-Compliant

**XI. PRESIDENT'S REPORT**

- A. Stipulation of Settlement and Release – Student A
- B. WITA Lease Agreement
- C. South Shore Children's Center Lease Agreement

**XII. SUPERINTENDENT'S REPORT**

**XIII. NOTICES/REMINDERS**

- A) First day of school for teachers ~ Wednesday, August 29, 2018
- B) First day of school for students ~ Tuesday, September 4, 2018

**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. Each person or representative of a group will be limited to three minutes.*

**XVI. EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session in the District Office Board Room to consider any items for which a vote is required.*

**XVII. CLOSING** - Adjournment

**ANNUAL REORGANIZATIONAL MEETING OF THE BOARD OF EDUCATION**  
**July 3, 2018 – Paul J. Bellew Elementary School**

PRESENT: Mr. Gellar, Mrs. LaRosa, Mr. Antonello, Mr. Brady, Mr. Maginniss, Mr. Michaluk, Mr. O'Connor

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

The Constitutional Oath of Office was administered by Attorney Thomas Volz to incumbent trustee Steven Gellar and newly elected trustee Richard Antonello. All Board members present read and signed the required Statement of Assurances (Board Policy 6110 – Code of Ethics for All District Personnel).

Meeting was called to order at 7:31 p.m., followed by the Pledge.

Mr. Gellar opened the floor for nominations for President of the Board of Education for the 2018-2019 school year. Annmarie LaRosa nominated Steven Gellar, seconded by Kevin O'Connor. There were no other nominations. Mr. Gellar closed the floor for nominations. Motion to nominate Steven Gellar for President was carried when all Board members present voted in favor.

Mr. Gellar opened the floor for nominations for Vice President of the Board of Education for the 2018-2019 school year. Kevin O'Connor nominated Annmarie LaRosa, seconded by Scott Brady. There were no other nominations. Mr. Gellar closed the floor for nominations. Motion to nominate Annmarie LaRosa for Vice President was carried when all Board members present voted in favor.

The Constitutional Oath of Office was administered by Attorney Thomas Volz to President Gellar.

The Constitutional Oath of Office was administered by Attorney Thomas Volz to Vice President LaRosa.

Requests for membership on the following Board Committees/Liaisons were distributed to trustees; President Gellar will assign members accordingly.

Audit	Islip School Boards Association
Buildings & Grounds	Liaison to Council of PTA
Education	Liaison to Health and Wellness
Finance	Liaison to Special Education
Legislative Action	Liaison to Student/School Board
Policy	NYSSBA Convention Voting Delegate
Public Relations	NYSSBA Legislative Contacts
Safety and Security	

**Building Inspections:**

Bayview	Paul J. Bellew
Beach	Udall
Paul A. Kirdahy @ Captree	West Islip High School
Manetuck	Westbrook
Oquenock	

Motion was made by Paul Michaluk, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve appointment of Mary Hock as District Clerk, Patricia Denninger (alternate) for the 2018-2019 school year.

Motion was made by Kevin O'Connor, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve appointment of Deborah Falcon as District Treasurer and Mary Hock as Deputy Treasurer for the 2018-2019 school year.

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve appointment of Board of Registration for the 2018-2019 school year as follows: Anne Kuhlwillm; alternates - Rhonda Rauch, Rosemary Dowling.

Motion was made by Annmarie LaRosa, seconded by Scott Brady and carried when all Board members present voted in favor to set amount of Treasurer's Bond at \$1,000,000.00 for the 2018-2019 school year.

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to set amount of Claims Auditor's Bond at \$1,000,000.00 for the 2018-2019 school year.

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve appointment of Patricia Plompen as Claims Auditor for the 2018-2019 school year.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve appointment of Robert Nocella as Purchasing Agent for the 2018-2019 school year.

Motion was made by Annmarie LaRosa, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Maria McCarthy as Deputy Purchasing Agent for the 2018-2019 school year.

Motion was made by Annmarie LaRosa, seconded by Scott Brady, and carried when all Board members present voted in favor to approve appointment of Patricia Denninger as Records Access Officer for the 2018-2019 school year.

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve appointment of R.S. Abrams & Co., LLP as District Auditor for the 2018-2019 school year.

Motion was made by Annmarie LaRosa, seconded by Scott Brady, and carried when all Board members present voted in favor to approve appointment of Thomas M. Volz, PLLC as Attorney/Legal Officer for the 2018-2019 school year.

Motion was made by Annmarie LaRosa, seconded by Scott Brady, and carried when all Board members present voted in favor to approve appointment of Chief/School Physicians for the 2018-2019 school year as follows: Dr. Marc Cimmino, Chief School Physician; Dr. Tracy Onal; Dr. Robert A. Smolarz; L. Atkinson, RPA; Dr. Costa Constantatos; Dr. Jorge Montes; Joseph Tommasino, RPA; Dr. Jennifer Mingione; Dr. Ira Woletsky (Pediatrician); Dr. Jack Marzec; Dr. Phil Schrank; Dr. Mark Gudesblatt; Dr. Paul Greenblatt; Dr. Sarita Duchatelier; and Dr. Keith Chu Cheong; Emergency Medical Technician Coverage for Athletic Events: Robert Mallimo, Ryan McNally, Richard Naeder, Kristine Ostrem, Coleen Lamberson.

Motion was made by Annmarie LaRosa, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Newspapers Designated to Carry Legal Notices for the 2018-2019 school year as follows: *Babylon Beacon*, *Islip Bulletin* and *Newsday*.

Motion was made by Annmarie LaRosa, seconded by Scott Brady, and carried when all Board members present voted in favor to approve Depositories Designated for the 2018-2019 school year as follows: Citibank, J.P. Morgan Chase, Capital One Bank, HSBC, CLASS, TD Bank, Empire National Bank, People's United Bank, N.A.

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve appointment of Committee on Special Education and Committee on Pre-School Special Education/Alternates/Secretaries for the 2018-2019 school year (list included in supplemental file).

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve reappointment of District Team – New Compact for Learning for the 2018-2019 school year as follows: Luann Dunne, WISE; James Moran, UPSEU - Local 424; Joan Haarstick, PTA – Elementary; Patty McCabe, PTA – Middle School; Dina Brandenstein, PTA – High School; Student Senate Representative, WIHS Student; Student Senate Representative, WIHS Student; Bernadette Burns, Superintendent; John Mullins, WIASA – Elementary; Andrew O'Farrell, WIASA – Middle School; Lynn Summers, WIASA – High School; Karen Desz, WITA – Elementary; Catherine Dolan-Stefanak, WITA – Middle School; Joseph Dixon, WITA – High School.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve appointment of Health and Wellness Alliance Committee Members for the 2018-2019 school year as follows: Marybeth Bevan, Julie Cannistra, Angie Carpenter, Marcelle Crudele, Arlene Devoe, Monica Fogarty, Christine Herzlinger, Tim Horan, Chris Kaigh, Christine Kearney, Sharon Kerrigan, Annmarie LaRosa, Wendy Loddigs, Jack Maniscalco, Shanan Mauro, Patricia McCabe, Tricia Mileti, Dawn Morrison, Kim Motekew, John Mullins, Priscilla Olsen, Jessica Olsen-Hock, Foryana Percudoni, Nicole Perperis, Rhonda Pratt, Kristen Romey, Carrie Russo, Stephanie Sloan, Michael Zotto, Dr. Marc Cimmino.

Motion was made by Annmarie LaRosa, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve adoption of the following resolution and appointment of Impartial Hearing Officers for the 2018-2019 school year: WHEREAS, the Regulations of the Commissioner of Education, Pursuant to Sections 207, 3214, 4403, 4404 and 4410 of the Education Law, Part 200, amended January 2007, Section 200.2(e) states that "The Board of Education or trustees of each school district shall establish a list of: (1) The names and statement of the qualifications of each impartial hearing officer who is: (i) certified by the Commissioner of Education pursuant to section 200.1(x)(2) of this Part and; (ii) available to serve in the district in hearings conducted pursuant to Education Law section 4404(1). Appointment of impartial hearing officers pursuant to Education Law section 4404(1) shall be made only from such list and in accordance with the rotation selection process prescribed herein and the timelines and procedures in section 200.5(j) of this Part. Such names will be listed in alphabetical order. Selection from such list shall be made on a rotational basis beginning with the first name appearing after the impartial hearing officer who last served or, in the event no impartial hearing officer on the list has served, beginning with the first name appearing on such list. Should that impartial hearing officer decline appointment, or if, within 24 hours, the impartial hearing officer fails to respond or is unreachable after reasonable efforts by the district that are documented and can be independently verified, each successive impartial hearing officer whose name next appears on the list, shall be offered appointment, until such appointment is accepted. The name of any newly certified impartial hearing officer who is available to serve in the district shall be inserted into the list in alphabetical order (list included in supplemental file)."

All Board members discussed the dates/building site for the 2018-2019 Regular and Planning Session meetings of the West Islip Board of Education (list included in supplemental file); there were no objections to the dates.

All Board members will have further discussion regarding the date/time for 2019 West Islip High School Commencement Exercises.

Motion was made by Annmarie LaRosa, seconded by Scott Brady, and carried when all Board members present voted in favor to approve adoption of the following resolution re: Federal Funded Programs: **BE IT RESOLVED**, that, the Board grants authority for the 2018-2019 school year for the West Islip Union Free School District

*(West Islip Public Schools) to participate in an ECLA Title I Program developed to provide instructional activities and services for the educationally disadvantaged students who reside in said school district under available Federal funds; and*

**BE IT FURTHER RESOLVED**, that, the Assistant Superintendent for Curriculum and Instruction be designated as Coordinator of Federal Programs; or other designee determined by the Superintendent of Schools, and that the Superintendent of Schools be authorized to represent the Board of Education in making application for any and all federal funds and the supervision thereof.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve adoption of the following resolution re: Residency Determination: **BE IT RESOLVED**, that the Board of Education of the West Islip UFSD designates the Superintendent of Schools to make determinations regarding whether a child is entitled to attend the schools of the District in accordance with Section 100.2(x)&(y) of the Regulations of the Commissioner for the 2018-2019 school year.

Motion was made by Annmarie LaRosa, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve adoption of the following resolution re: *Bernadette M. Burns and Dr. Anne M. Rullan are certified as Qualified Lead Evaluators of teachers and building principals having successfully completed the training requirements* (resolution attached in supplemental file).

Motion was made by Annmarie LaRosa, seconded by Scott Brady, and carried when all Board members present voted in favor to approve adoption of the following resolution re: *Administrators listed are certified as Qualified Lead Evaluators of teachers having successfully completed the training requirements* (resolution attached in supplemental file).

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve adoption of the following resolution re: **DASA Coordinators: BE IT RESOLVED**, that as required by the State Education Department, in accordance with the requirements of the Dignity for All Students Act, the West Islip Board of Education does hereby appoint the following staff members to the position of DASA Coordinator, effective July 1, 2018.

Anthony Bridgeman	-	West Islip High School
Andrew O'Farrell	-	Beach Street Middle School
Daniel Marquardt	-	Udall Road Middle School
John Mullins	-	Bayview Elementary School
Dawn Morrison	-	Manetuck Elementary School
Jack Maniscalco	-	Oquenock Elementary School
Rhonda Pratt	-	Paul J. Bellew Elementary School

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve adoption of the following resolution re: Chief Emergency Officer: **BE IT RESOLVED**, that the Board of Education of the West Islip UFSD designates the Superintendent of Schools as the Chief Emergency Officer in accordance with the West Islip UFSD district-level safety plan and Education Law §2801-a for the 2018-2019 school year.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve appointment of Assistant Superintendent for Curriculum and Instruction and Assistant Superintendent for Business as Title IX Compliance Officers for the 2018-2019 school year.

Motion was made by Annmarie LaRosa, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Instructional Review Committee for the 2018-2019 school year as follows: Dr. Anne Rullan, Assistant Superintendent for Curriculum and Instruction; Andrew O'Farrell, Secondary Principal; Dawn Morrison, Elementary Principal; To be named as appropriate, Program Director; Anne Bean, Library-Media Specialist; Tina Schaefer, Secondary Teacher; Christina Kruer, Elementary Teacher; TBD, Community Member.

Motion was made by Annmarie LaRosa, seconded by Scott Brady, and carried when all Board members present voted in favor to approve appointment of Patricia Denninger and Mary Hock (alternate) as person authorized to accept service re: subpoenas, lawsuits, etc. for the 2018-2019 school year.

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve appointment of Board of Education as Audit Committee for the 2018-2019 school year.

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve appointment of Cullen & Danowski, LLP as Internal Auditor.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve Cell Phone Usage as per Board Policy 5570 (list included in supplemental file).

Motion was made by Annmarie LaRosa, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve adoption of the following resolution re: Attendance by Board Members at Conferences, Conventions and Workshops {Policy No. 2320}: **BE IT RESOLVED** *that the Board of Education of the West Islip UFSD designates the President of the Board of Education to authorize Board of Education member attendance at conferences, conventions, workshops, etc.*

Motion was made by Annmarie LaRosa, seconded by Scott Brady, and carried when all Board members present voted in favor to adjourn at 7:51 p.m.



**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**July 3, 2018 – Paul J. Bellew Elementary School**

PRESENT: Mr. Gellar, Mrs. LaRosa, Mr. Antonello, Mr. Brady, Mr. Maginniss, Mr. Michaluk,  
Mr. O'Connor

ABSENT:

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

ABSENT:

ATTORNEY: Mr. Volz

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Meeting was called to order at 7:54 p.m.

ANNOUNCEMENTS:

Mr. Gellar announced that this would be Mrs. Duffy's final Board meeting. On behalf of the Board and the Administration, Mr. Gellar thanked Mrs. Duffy for all her years of exemplary service to the district.

APPROVAL OF MINUTES:

Motion was made by Paul Michaluk, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve the minutes of the June 19, 2018 Planning Session.

PERSONNEL:

Motion was made by Kevin O'Connor, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve ADMINISTRATORS: AMENDMENT TO LEAVE OF ABSENCE EFFECTIVE DATE: Lisa Martinolich-Tuozzolo, Assistant Principal, effective July 1, 2018 - June 30, 2019 (High School; {effective date changed from August 29, 2018}).

Motion was made by Annmarie LaRosa, seconded by Scott Brady and carried when all Board members present voted in favor to approve ADMINISTRATORS: AMENDMENT TO REGULAR SUBSTITUTE EFFECTIVE DATE: Louis Stellato, Substitute Assistant Principal, effective July 1, 2018 - June 30, 2019 (High School; {effective date changed from August 29, 2018}).

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve TEACHING: RESIGNATION: Shannon Murray, Special Education, effective July 1, 2018 (Bayview).

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Meghan LaRocca, Health, effective August 29, 2018 to August 28, 2022 (High School; Step 1A<sup>1</sup>; new section).

*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 Annmarie LaRosa, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Giavanna Donarumia, Social Studies, effective August 29, 2018 – June 30, 2019 (High School; Step 1<sup>4</sup>; replacing B. Fiorini {leave of absence}).

Motion was made by Annmarie LaRosa, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Sharon D'Agostino, School Nurse, effective July 1, 2018 (OLL).

Motion was made by Annmarie LaRosa, seconded by Scott Brady and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Joseph Nicolosi, Security Consultant, effective August 30, 2018 (Districtwide).

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Eileen Madocks, School Nurse, effective June 30, 2018 (28 years).

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Christopher Rugen, Driver/Messenger, effective July 5, 2018 (Districtwide; Step 10; Change from Custodial Worker I; replacing J. Troiano {Custodial Worker I}).

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: \*Edward Ackermann, Groundskeeper I, effective July 20, 2018 (Grounds; Step 1; replacing J. Demeo {retired}).

Motion was made by Annmarie LaRosa, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Denise Farewell, Account Clerk Typist, effective July 16, 2018 (District Office; Step 1; replacing S. Barbella {resigned}).

Motion was made by Annmarie LaRosa, seconded by Scott Brady and carried when all Board members present voted in favor to approve CIVIL SERVICE: LEAVE OF ABSENCE (unpaid): Anita Diaz, Senior Account Clerk, effective July 5, 2018 - September 26, 2018 (District Office).

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve CIVIL SERVICE: REGENTS REVIEW SUMMER 2018: Algebra II: Alissa Ferrucci; Chemistry: Amanda Gallagher; Biology: \*James McCabe; Earth Science: Julia Cardo. SUMMER SCHOOL 2018: Biology: \*James McCabe; Earth Science: Julia Cardo; English 10: \*Julia Giani.

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem):

- \*John Bochicchio, effective October 22, 2018, student teacher
- \*Giovanna Buscomi, effective September 5, 2018, student teacher
- \*Jeffrey Cifelli, effective October 22, 2018, student teacher
- \*Julie Mancank, effective September 5, 2018, student teacher
- \*Jake Salerno, effective September 5, 2018, student teacher
- \*Peter Schneider, effective September 4, 2018
- \*Brooke Smith, effective September 4, 2018, student teacher

Motion was made by Annmarie LaRosa, seconded by Richard Antonello and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHING ASSISTANT (\$85 per diem): \*Giovanna Buscomi, effective September 5, 2018, student teacher.

## CURRICULUM UPDATE:

Dr. Rullan informed the audience that the district the Summer Investigations program has begun and summer school courses will start the week of July 8 for Algebra 1, Biology, Earth Science, English 10, Geometry, and Global Studies. The district is offering Regents Review classes for Algebra 1 & 2, Geometry, Earth Science, Living Environment and Chemistry; and the Summer Academy will provide literacy and math support for students in grade six through eight.

Summer curriculum writing includes enhancement to the exploratory program for incoming sixth graders, electives for grades 7 and 8, revisions to the elementary Health and Science curriculums, revisions to support acceleration in math at the middle school level, and additional high school English electives.

All schools will support a wireless infrastructure by the start of the new school year, and in the fall, the district will complete deployment of 1:1 Chromebooks to all students in grades 6 through 12. Grade 5 will have access to 1:1 devices during the school day, and kindergarten through grade 4 will have access to grade level Chromebook carts.

## REPORT OF COMMITTEES:

Policy Committee: Annmarie LaRosa informed the audience that an annual review took place on the following policies. Motion was made by Paul Michaluk, seconded by Scott Brady and carried when all Board members present voted in favor to approve the annual review of the policies listed below:

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)

Committee on Special Education: Annmarie LaRosa reported on the meeting held on 7/3/18. Items reviewed included year-end issues; all was in order.

## FINANCIAL MATTERS:

The treasurer's reports for April and May were presented: beginning balance as of 3/31/18: \$49,437,196.06; ending balance as of 4/30/18: \$45,429,889.82 and ending balance as of 5/31/18: \$54,673,379.53.

Motion was made by Kevin O'Connor, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve General Fund budget transfers 3505-3519 and Capital Fund transfers 3499-3514.

Motion was made by Richard Antoniello, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve the following donation: Class of 2018 - Drinking Fountain with Bottle Filling Station and filter cartridges - WIHS - \$1,862.44.

Motion was made by Richard Antoniello, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve Resolution to participate in the Long Island School Nutrition Directors Association Cooperative Bidding for the 2018-2019 school year.

Motion was made by Scott Brady, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve Resolution re: Exemption from Breakfast Program 2018-2019.

Motion was made by Kevin O'Connor, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve Financial Advisory Services Agreement – Capital Markets Advisors, LLC.

Motion was made by Ron Maginniss, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve 2017-2018 Health Services Contract for Bellmore UFSD - \$1,176.01.

Motion was made by Paul Michaluk, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve the following 2018-2019 Contracts: Access 7 Services, Inc.; Da Vinci Education & Research, LLC; Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing.

#### PRESIDENT'S REPORT:

Mr. Gellar wished everyone a happy Fourth of July and welcomed the district's new Assistant Superintendent for Business, Mrs. Elisa Pellati and new Board member, Richard Antonello.

#### SUPERINTENDENT'S REPORT:

Mrs. Burns informed the audience that the Class of 2018 had a beautiful graduation ceremony and wished the students well.

Town roads in the area of the Beach Street Middle School will be milled and paved within the next few weeks, starting on July 5.

Mrs. Burns expressed her gratitude to Mrs. Wendy Duffy for her 13 years of service to the district and wished her well in her retirement.

The following residents wished to speak during an "Invitation to the Public":

Mrs. Rochelle Cascio, 1523 Madison, West Islip - Mrs. Cascio shared information about the correlation between smaller class sizes and student achievement. Mrs. Cascio also spoke about the diverse needs of her child's third grade class and asked the Board and administration to add another fourth grade section for the 2018-2019 school year.

Mrs. Erica Lattuga, 1661 Fairfax Avenue, West Islip - Mrs. Lattuga shared her dissatisfaction with the district's response at the June 7, 2018 Board meeting regarding the third grade class size at Manetuck and asked the Board and administration to open another section for fourth grade at Manetuck.

Dr. Karen Halpern, 1136 Washington Avenue, West Islip - Dr. Halpern spoke about her son's experience from second to third grade and the importance of the faculty/student ratio to maximize student potential.

Mrs. Tara Ardizzone, 164 Fiddler Place, West Islip - Mrs. Ardizzone expressed concerns about addressing students' needs and why the district would not want small class size throughout the district. Mrs. Ardizzone also had concerns about the implementation of the district's reading and writing program.

Mr. Gellar, Mrs. LaRosa, Mrs. Burns and Dr. Rullan responded to the parents' concerns, citing the district's class size guidelines and the importance of equity across the district. Late enrollment sometimes factors into opening day enrollment. Mr. Gellar assured the audience that the district would follow up to ensure implementation of the reading and writing program.

Motion was made by Annmarie LaRosa, seconded by Scott Brady and carried when all Board members present voted in favor to adjourn to Executive Session at 8:54 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Motion was made by Kevin O'Conner, seconded by Scott Brady and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 9:56 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:19 p.m. on motion by Kevin O'Connor, seconded by Scott Brady and carried when all Board members present voted in favor.

Motion was made by Kevin O'Connor seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve the following salary changes.

Salary Adjustments and changes to the Terms of Employment for Non-Represented administrators effective July 1, 2018:

- Salary increase of 2.0% for Superintendent of Schools
- Salary adjustment to \$195,000 for Assistant Superintendent for Curriculum & Instruction

Meeting adjourned at 10:20 p.m. on motion by Annmarie LaRosa, seconded by Scott Brady and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock  
District Clerk

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

DRAFT

**PERSONNEL:**

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

**ADMINISTRATORS**

**A-1            RESIGNATION**

Reanna Fulton, Assistant Principal  
Effective August 20, 2018  
(Beach)

Michael Giacchetto, Assistant Principal  
Effective August 25, 2018  
(Udall)

Louis Stellato, Interim Assistant Principal  
Effective September 1, 2018  
(High School)

**A-2            PROBATIONARY APPOINTMENT**

Reanna Fulton, Director of Instructional and Information Technology  
Effective August 20, 2018 to August 19, 2022  
(Districtwide; \$135,000; replacing J. Huscilowite {retired})

**TEACHERS**

**T-1            PROBATIONARY APPOINTMENT**

Erin Meade, Special Education  
Effective August 29, 2018 to August 28, 2021  
(Udall Road; Step 1<sup>1</sup>; replacing P. Massaro-Haff)

Amanda Felix, Special Education  
Effective August 29, 2018 to August 28, 2022  
(Manetuck; Step 1A<sup>1</sup>; replacing J. O'Connor)

Marissa Simonetti-Villani, Special Education  
Effective August 29, 2018 to August 28, 2022  
(Beach Street; Step 1A<sup>1</sup>; replacing S. Murray)

Rebecca Burleson, Special Education  
Effective August 29, 2018 to August 28, 2022  
(Manetuck; Step 1A<sup>1</sup>; replacing E. Holub)

*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            CHILD-REARING LEAVE OF ABSENCE (unpaid)**

Virginia Mullins, Counseling  
Effective August 29, 2018 to June 30, 2019  
(High School)

TEACHERS, continued

**T-3**            **REGULAR SUBSTITUTE**

Pamela Dubler, Reading  
Effective August 29, 2018 to June 30, 2019  
(Udall Road; Step 1A<sup>1</sup>; replacing A. Stubbmann {LoA})

Meghan Johnston, Special Education  
Effective August 29, 2018 to June 30, 2019  
(Paul J. Bellew; Step 1A<sup>1</sup>; replacing M. Umstatter-Sanchez {LoA})

**CIVIL SERVICE**

**CL-1**            **LEAVE OF ABSENCE** (unpaid)  
(Pursuant to the Family Medical Leave Act of 1993 -  
12 week continuous medical coverage)

Anita Diaz, Senior Account Clerk  
Effective July 5, 2018 – September 26, 2018  
(change from unpaid LoA {approved at the July 3, 2018 BoE meeting})

**CL-2**            **PROBATIONARY**

\*Tracey Allen, Part Time Food Service Worker  
Effective August 27, 2018  
(Beach Street; New Hire Salary; replacing D. Lotter {retired})

William Delaney III, Custodial Worker I  
Effective August 16, 2018  
(Paul J. Bellew; Step 1; replacing C. Rugen {messenger})

\*Su Jordan, Part Time Food Service Worker  
Effective August 27, 2018  
(Bayview; New Hire Salary; replacing L. Daly {Assistant Cook})

Cathleen McQuade, Clerk Typist  
Effective August 21, 2018  
(Paul J. Bellew; Step 1; new position)

**CL-3**            **RESIGNATION**

Mark Bonamico, Custodial Worker I  
Effective August 15, 2018  
(Kirdahy/Westbrook)

**CL-4**            **SUBSTITUTE CUSTODIAN** (\$12.00/hr)

James Corrado, effective August 16, 2018

*\*Conditional pending fingerprint clearance*

OTHER

ALTERNATIVE SCHOOL INSTRUCTORS 2018-2019

Brian Cameron, Physical Education	.5 section/full year
Aron Chizik, Social Studies	1 section/full year
Nicole Cifelli, Public Speaking	1 section/full year
Brian Daniels, Science	1 section/full year
Amanda Eichen, Counselor	1 section/full year
James Grover, Mathematics	2 sections/full year
Michael Hazelton, Social Studies	1 section/full year
Richard Ippoliti, English	2 sections/full year
Edward Jablonski, Social Studies	1 section/full year
Wendy Loddigs, Counselor	1 section/full year
Dennis Montalto, Special Education	1 section/full year
Joseph Nicolosi, Physical Education	.5 section/full year
Eric Rao, Social Studies	1 section/full year
Teresa Stecker, Psychologist	2 sections/full year
Ashley Szoyka, Science	1 section/full year
Anthony Yuli, Health	1 section/full year

CURRICULUM WRITING SUMMER 2018

Grade K Science Revision

Judith Schwartz  
Mary Berger

Grade 6 Science Revision

Andrea Miller  
Amy Wheeler

Grade 3 Science Revision

Marissa Anselmo  
Jodie Abelson

M. S. Engineering Technology

(Coding, Technology 1, Technology 2)  
Thomas Larsen  
Dennis Mazzalonga  
Michael Taranto

Grade 4 and 5 Science Revision

Justin DeMaio  
Ann Staak

Skills in Science Research Revision

Mary Kroll  
Alexandra Nohowec

MIDDLE SCHOOL SUMMER ACADEMY PROGRAM 2018

Jennifer Delaney, Teaching Assistant

INSTRUCTIONAL SWIM AND FAMILY SWIM PROGRAM 2018-2019

SUPERVISORS (\$50 per hour)

Thomas Bruder	Colleen Reilly
Tanya Carbone	Mindy Renner
Edward Jablonski	Jeremy Robertson
Thomas Loudon	Karyn Storan
John Luquer	



OTHER, continued

INSTRUCTIONAL SWIM AND FAMILY SWIM PROGRAM 2018-2019, continued

LIFEGUARDS (\$12 per hour)

Samuel Ahrens	Brian Kilkelly
Maxim Bakalo	Kaya Konopa
Bradley Battaglini	Abigail Lashinsky
Erin Bevan	Jon Magliaro
Jake Bonomo	Ryan Martin
Jillian Bosch	Mitchell Mastroianni
Julianna Budriss	James McEnaney
Anthony Cairo	Lauren McKeon
Alexander Cenci	Nicholas Monaco
Jaclyn Citarella	Andrew Paules
Jonathan Colascione	Delaney Pepito
Kyle Cronin	Jack Pollock
Jason DeCoteau	Alessandra Questel
Dane Dreitlin	Timothy Sawina
Andrew Fogel	Ryan Schneider
Alexandra Gagliardi	Tyler Shook
Georgia Gagliardi	Tyler Smith
Samantha Gagliardi	Victoria Soto
Connor Gallagher	Edward Talianian
Thomas Gans	Olivia Taylor
Samantha Hart	Sara Viola
Jack Herzlinger	Cody White
Christopher Hueber	Sarah Wiatrak
Maximus Hujik	Jessica Witzgall
Kaitlyn Iwasiuk	Andrew Young
Jack Kennedy	Diana Young

FALL 2018 HIGH SCHOOL COACHES

GIRLS SOCCER

Kylie Walsh, Volunteer Varsity Coach

GIRLS SWIMMING

Meghan LaRocca

(replacing M. Renner {approved at the June 7, 2018 BoE meeting})

FALL 2018 MIDDLE SCHOOL COACHES

GIRLS SOCCER

Robert Kolar, Assistant 7-8 Udall Coach

WINTER 2018-2019 HIGH SCHOOL COACHES

GIRLS BASKETBALL

Charles (Kevin) Osburn, J.V. Coach

SPRING 2019 HIGH SCHOOL COACHES

GIRLS TRACK

Nick Grieco, Varsity Coach

OTHER, continued

**SUBSTITUTE TEACHER** (\$115 per diem)

Timothy Brown, effective September 5, 2018, *student teacher*  
David Smar, effective September 4, 2018, *student teacher*

**SUBSTITUTE TEACHING ASSISTANT** (\$85 per diem)

Timothy Brown, effective September 5, 2018  
David Smar, effective September 4, 2018

**REMITTANCE DETAIL**

Invoice Date	Dept. Loc#	Invoice/Ref#	PO #	Gross Amount	Discount Amount	Amount Paid
05/24/2018	COMPANY: EOTH 6930	AHOLD DELHAIZE USA A+REWARDS 2018	STOP AND SHOP	SUPPLIER: 887.54	704092 .00	887.5
<b>Totals</b>				<b>887.54</b>	<b>.00</b>	<b>887.5</b>

"THE ATTACHED CHECK IS TENDERED IN PAYMENT OF INVOICES SHOWN. IN CASE OF DESCREPANCY, PLEASE RETURN WITH FULL PARTICULARS TO THE ABOVE ADDRESS. PLEASE CONTACT THE AFS CUSTOMER SOLUTIONS CENTER AT 717-960-1700 IF YOU HAVE ADDITIONAL QUESTIONS."

**Retail Business Services**  
PO BOX 7200  
CARLISLE, PA 17013

CHECK NUMBER 007831593  
CHECK DATE 05/25/2018  
021-63/102

**TO THE ORDER OF** MANETUCK ELEMENTARY SCHOOL

**PAY** EIGHT HUNDRED EIGHTY SEVEN DOLLARS & 54/100\*\*

Bank of America, N.A.  
South Portland, ME

  
**Kimberly Blaine**  
ISF, Vice President

\*\*\*\*\*887.54\*\*

⑈007831593⑈ ⑆011201539⑆ 80076 864⑈

WEST ISLIP PUBLIC SCHOOLS  
ENGLISH LANGUAGE ARTS  
LIBRARY MEDIA CENTERS

MEMORANDUM

To: Wendy Duffy  
From: Karen Appollo  
Date: June 26, 2018  
Re: Surplus Materials

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**Library Books for Surplus**

- The following weeding totals were reported by the **Paul J. Bellew Elementary School** Library Media Center:  
  
January 1, 2018 to June 22, 2018 – 252 copies removed from circulation  
(obsolete; poor condition)
- The following weeding totals were reported by the **West Islip High School** Library Media Center:  
  
March 1, 2018 – May 10, 2018 – 1,463 copies removed from circulation  
(obsolete; poor condition)
- The following weeding totals were reported by the **Beach Street Middle School** Library Media Center:  
  
April 9, 2018 to May 1, 2018 – 184 copies removed from circulation  
(obsolete; poor condition)  
  
May 2, 2018 – May 30, 2018 – 506 copies removed from circulation  
(obsolete; poor condition)  
  
June 1, 2018 – June 7, 2018 – 254 copies removed from circulation  
(obsolete; poor condition)
- The following weeding totals were reported by the **Manetuck Elementary School** Library Media Center:  
  
September 1, 2017- June 21, 2018 – 1,618 copies removed from circulation  
(obsolete; poor condition)
- The following weeding totals were reported by the **Oquenock Elementary School** Library Media Center:  
  
May 1, 2018 – June 22, 2018 – 133 copies removed from circulation  
(obsolete; poor condition)

- The following weeding totals were reported by the **Udall Road Middle School** Library Media Center:

September 5, 2017 – June 20, 2018 – 2,139 copies removed from circulation  
(obsolete; poor condition)

Other Books for Surplus

*Esperanza Rising* – 24 copies (poor condition)

*Brave New World* – 44 copies (poor condition)

*Fahrenheit 451* – 2 copies (poor condition)

*Jane Eyre* – 22 copies

*The Adventure of the Speckled Bank & Other Stories of Sherlock Holmes* – 26 copies  
(poor condition)

*Go Ask Alice* – 7 copies (poor condition)

*Wuthering Heights* – 69 copies (poor condition)

*Whale Talk* – 7 copies (poor condition)

*The Chosen* – 55 copies (poor condition)

*Pride & Prejudice* – 20 copies (poor condition)

*To Kill a Mockingbird* – 1 copy (poor condition)

*Gulliver's Travels* – 35 copies (poor condition)

*Hiroshima* – 22 copies (poor condition)

*Major Barbara* – 23 copies (poor condition)


# WI

## WEST ISLIP PUBLIC SCHOOLS

100 Sherman Avenue • West Islip, NY 11795  
TEL: 631.930.1510 FAX: 631.893.3223

Food Services Department  
Christine Kearney, MS, RD  
Director of Food Services

### MEMORANDUM

TO: Wendy Duffy  
FROM: Christine Kearney   
DATE: 6/29/18  
RE: Excess of old equipment

Please see the below list of equipment that I would like to submit for excess.

Thank you

Equipment	Location	Reason for Excess
3-Door Freezer	Oquenock Elementary	Excessive and ongoing breakdowns and repairs required. Replacement freezer has been ordered
Cash Register	High School	Nonfunctional (register is from a previous point-of-sale system)
Scale	High School	Nonfunctional (broken)
Food Holding / Warming Cabinet	Udall Road Middle School	Nonfunctional (broken)
2-Door Refrigerator	High School	Nonfunctional (broken)

RESOLUTION: INCREASE 2017/2018 BUDGET

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$27,835.35 which have been donated for the purpose of purchasing supplies and programs for the benefit of the students of the West Islip schools, \$12,000 from the sale of a dump truck and a grant-in-aid of \$25,000.

BE IT RESOLVED, that the Board of Education hereby authorizes the appropriation budget for the 2017/18 school year to be increased by \$64,835.35 to \$121,194,537.35.

Account code detail as follows;

**Expense Accounts**

A 1620.210-999-4999	12,000.00
A 1620.423-999-4999	25,000.00
A 2110.518-119-9910	2,686.79
A 2110.518-149-9910	3,017.46
A 2110.518-159-9910	2,657.63
A 2110.518-179-9910	1,563.83
A 2110.518-319-9910	193.76
A 2110.518-329-9910	2,698.31
A 2110.518-359-9910	160.49
A 2110.598-159-9910	1,342.95
A 2110.598-179-9910	3,453.16
A 2110.598-359-9910	1,269.13
A 2110.598-999-6025	8,791.84
	<u>64,835.35</u>

**Revenue Account**

A2705	27,835.35
A2665	12,000.00
A3289	25,000.00
	<u>64,835.35</u>

**RESOLUTION: 2018/2019 TAX LEVY**

WHEREAS, the estimated expenditures for the West Islip Union Free School District, for the school year 2018/2019 in the amount of \$122,946,823 proposed in accordance with Section 1716 of the Education Law, were approved by the voters of the District on May 15, 2018, and,

WHEREAS, the estimated expenditures for the West Islip Public Library, for the fiscal year 2018/2019 in the amount of \$4,423,154, proposed in accordance with Section 259 of the Education Law, were approved by the voters of the District on April 10, 2018, for a total approved budget of \$127,369,977 therefore,

BE IT RESOLVED, that the 2018/2019 tax levy in the amount of \$83,529,684 for the West Islip Union Free School District and \$4,330,154 for the West Islip Public Library, for a combined tax levy of \$87,859,838 be approved and levied upon the real property of the District.

(The tax levy of \$83,529,684 for the School District plus \$39,417,139 other income as estimated on July 1, 2018, including State Aid and \$1,000,000 of Appropriated Fund Balance equals a budget of \$122,946,823. The tax levy of \$4,330,154 for the Public Library plus \$93,000 other income as estimated on July 1, 2018 equals a budget of \$4,423,154).



RESOLVED, that the West Islip Union Free School District shall adopt the 2018-2019 Income Eligibility Guidelines for Free and Reduced Price Meals:

### 2018-2019 INCOME ELIGIBILITY GUIDELINES FOR FREE AND REDUCED PRICE MEALS

Free Eligibility Scale						Reduced Price Eligibility Scale					
Free Lunch, Breakfast, Milk						Reduced Price Lunch, Breakfast					
Household Size	Annual	Monthly	Twice per Month	Every Two Weeks	Weekly	Household Size	Annual	Monthly	Twice per Month	Every Two Weeks	Weekly
1	\$ 15,782	\$ 1,316	\$ 658	\$ 607	\$ 304	1	\$ 22,459	\$ 1,872	\$ 936	\$ 864	\$ 432
2	\$ 21,398	\$ 1,784	\$ 892	\$ 823	\$ 412	2	\$ 30,451	\$ 2,538	\$ 1,269	\$ 1,172	\$ 586
3	\$ 27,014	\$ 2,252	\$ 1,126	\$ 1,039	\$ 520	3	\$ 38,443	\$ 3,204	\$ 1,602	\$ 1,479	\$ 740
4	\$ 32,630	\$ 2,720	\$ 1,360	\$ 1,255	\$ 628	4	\$ 46,435	\$ 3,870	\$ 1,935	\$ 1,786	\$ 893
5	\$ 38,246	\$ 3,188	\$ 1,594	\$ 1,471	\$ 736	5	\$ 54,427	\$ 4,536	\$ 2,268	\$ 2,094	\$ 1,047
6	\$ 43,862	\$ 3,656	\$ 1,828	\$ 1,687	\$ 844	6	\$ 62,419	\$ 5,202	\$ 2,601	\$ 2,401	\$ 1,201
7	\$ 49,478	\$ 4,124	\$ 2,062	\$ 1,903	\$ 952	7	\$ 70,411	\$ 5,868	\$ 2,934	\$ 2,709	\$ 1,355
8	\$ 55,094	\$ 4,592	\$ 2,296	\$ 2,119	\$ 1,060	8	\$ 78,403	\$ 6,534	\$ 3,267	\$ 3,016	\$ 1,508
Each Add'l person add	\$ 5,616	\$ 468	\$ 234	\$ 216	\$ 108	Each Add'l person add	\$ 7,992	\$ 666	\$ 333	\$ 308	\$ 154

**SNAP/TANF/FDPIR Households:** Households that currently include children who receive the Supplemental Nutrition Assistance Program (SNAP) but who are not found during the Direct Certification Matching Process (DCMP), or households that currently receive Temporary Assistance to Needy Families (TANF), or the Food Distribution Program on Indian Reservations (FDPIR) must complete an application listing the child's name, a valid SNAP, TANF, or FDPIR case number and the signature of an adult household member. Eligibility for free meal benefits based on participation in SNAP, TANF or FDPIR is extended to all children in the household. When known to the School Food Authority, households will be notified of their children's eligibility for free meals based on their participation in the SNAP, TANF or the FDPIR programs. No application is necessary if the household was notified by the SFA their children have been directly certified. If the household is not sure if their children have been directly certified, the household should contact the school.

**Other Source Categorical Eligibility:** When known to the School Food Authority, households will be notified of any child's eligibility for free meals based on the individual child's designation as Other Source Categorically Eligible, as defined by law. Children are determined Other Source Categorically Eligible if they are Homeless, Migrant, Runaway, A foster child, or Enrolled in Head Start or an eligible pre-kindergarten program.

If children or households receive benefits under Assistance Programs or Other Source Categorical Eligible Programs and are not listed on the notice of eligibility and are not notified by the School Food Authority of their free meal benefits, the parent or guardian should contact the school or should submit an income application.

**Other Households:** Households with income the same or below the amounts listed above for family size may be eligible for and are urged to apply for free and/or reduced price meals (or free milk). They may do so by completing the application sent home with the letter to parents. One application for all children in the household should be submitted. Additional copies are available at the principal's office in each school. Applications may be submitted any time during the school year to Christine Kearney, MS, RD, Director of Food Services. Please contact Christine Kearney at 631-930-1510 with any questions regarding the application process.

Households notified of their children's eligibility must contact the School Food Authority if they choose to decline the free meal benefits. Households may apply for benefits at any time throughout the school year. Children of parents or guardians who become unemployed or experience a financial hardship mid-year may become eligible for free and reduced price meals or free milk at any point during the school year.

For up to 30 operating days into the new school year (or until a new eligibility determination is made, whichever comes first) an individual child's free or reduced price eligibility status from the previous year will continue within the same SFA. When the carryover period ends, unless the household is notified that their children are directly certified or the household submits an application that is approved, the children's meals must be claimed at the paid rate. Though encouraged to do so, the SFA is not required to send a reminder or a notice of expired eligibility.

The information provided on the application will be confidential and will be used for determining eligibility. The names and eligibility status of participants may also be used for the allocation of funds to federal education programs such as Title I and National Assessment of Educational Progress (NAEP), State health or State education programs, provided the State agency or local education agency administers the programs, and for federal, State or local means-tested nutrition programs with eligibility standards comparable to the NSLP. Eligibility information may also be released to programs authorized under the National School Lunch Act (NSLA) or the Child Nutrition Act (CNA). The release of information to any program or entity not specifically authorized by the NSLA will require a written consent statement from the parent or guardian.

The School Food Authority does, however, have the right to verify at any time during the school year the information on the application. If a parent does not give the school this information, the child/children will no longer be able to receive free or reduced price meals (free milk).

Foster children are eligible for free meal benefits. A separate application for a foster child is no longer necessary. Foster children may be listed on the application as a member of the family where they reside. Applications must include the foster child's name and personal use income.

Under the provisions of the policy, the designated official will review applications and determine eligibility. If a parent is dissatisfied with the ruling of the designated official, he/she may make a request either orally or in writing for a hearing to appeal the decision. Elisa Pellati, Assistant Superintendent for Business, whose address is: West Islip Public Schools, Administration Office, 100 Sherman Avenue, West Islip, NY 11795 has been designated as the Hearing Official. Hearing procedures are outlined in the policy. However, prior to initiating the hearing procedure, the parent or School Food Authority may request a conference to provide an opportunity for the parent and official to discuss the situation, present information, and obtain an explanation of the data submitted in the application or the decisions rendered. The request for a conference shall not in any way prejudice or diminish the right to a fair hearing.

Only complete applications can be approved. This includes complete and accurate information regarding: the SNAP, TANF, or FDPIR case number; the names of all household members; on an income application, the last four digits of the social security number of the person who signs the form or an indication that the adult does not have one, and the amount and source of income received by each household member. In addition, the parent or guardian must sign the application form, certifying the information is true and correct.

**Nondiscrimination Statement:** This explains what to do if you believe you have been treated unfairly.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**SEDCAR AGREEMENT 2017 – 2018**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Alternatives for Children, 14 Research Way, East Setauket, NY 11733 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and suballocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

**WHEREAS**, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

**WHEREAS**, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with educational disabilities who reside within the District and who are placed in such program for the provision of special education services.

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

1. The term of this Agreement shall be for the school year beginning between **July 1, 2017 - June 30, 2018**. Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.
2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms. The Provider shall complete the SEDCAR-1 Form. A fully completed copy will be made a part of this Agreement as Attachment A. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 23, 2016. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2018. The FS 10F shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip , NY 11795

4. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the

provision of services in the approved program as permitted under IDEA. Payments made to the Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.
6. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.
7. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.
9. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.
10. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds", this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.
11. The District reserves the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.

13. The parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets and affairs. Neither party will, by virtue of this Agreement, assume any liability or obligation of the other party.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit, proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).
15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

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

**Final Contract for Cooperative Educational Services**

THIS AGREEMENT made this 1st day of July, 2017 by and between the EASTERN SUFFOLK BOCES, party of the first part, and WEST ISLIP UFSD, party of the second part.

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

NOW THEREFORE, The said party of the first part provided to the party of the second part the following Services during the 2017-18 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost				
001.100	Administration	0.0000	0.0000	Actual Usage	386,660.00	386,660.00	0.00	386,660.00	
002.100	Rental of Facilities	0.0000	0.0000	Actual Usage	174,850.00	174,850.00	0.00	174,850.00	
101.100	Career and Technical Education	45.0000	13,326.0000	Student	-66,630.00	599,670.00	-66,630.00	533,040.00	
101.120	Career and Tech. Ed./Transportation	0.0000	920.0000	Student	5,520.00	0.00	5,520.00	5,520.00	
103.110	Special Career Education 12-1-1	8.0000	23,262.0000	Annual	-65,133.60	186,096.00	-65,133.60	120,962.40	
103.111	Special Career Education 12-1-1	5.0000	46,523.0000	Annual	-46,523.00	232,615.00	-46,523.00	186,092.00	
103.120	Special Career Education 8-1-1	1.0000	28,552.0000	Annual	0.00	28,552.00	0.00	28,552.00	
103.170	SCE Individual Aide Full Day	1.0000	52,818.0000	Annual	-52,818.00	52,818.00	-52,818.00	0.00	
103.279	SCE Individual Aide Half-Day	1.0000	26,409.0000	Annual	-26,409.00	26,409.00	-26,409.00	0.00	
103.365	Eval. Psych-Ed/Reeval.	0.0000	644.0200	Per Evaluation	1,288.04	0.00	1,288.04	1,288.04	
103.575	Related Service - Speech/Lang (Ind)	2.0000	4,666.0000	Sess/Stud/Wk/Yr	-9,332.00	9,332.00	-9,332.00	0.00	
202.100	Special Education 12-1-1 (Full Day)	0.0000	49,910.0000	Student	44,919.00	0.00	44,919.00	44,919.00	
202.110	Special Education 12-1-1 (Partial)	1.0000	30,944.0000	Student	0.00	30,944.00	0.00	30,944.00	
202.205	Related Service-Counseling (Ind)	0.5000	4,666.0000	Sess/Stud/Wk/Yr	2,333.00	2,333.00	2,333.00	4,666.00	
202.210	Related Service-Counseling (Group)	1.0000	2,315.2000	Sess/Stud/Wk/Yr	0.00	2,315.20	0.00	2,315.20	
202.255	Related Service - Speech/Lang (Ind)	0.0000	4,666.0000	Sess/Stud/Wk/Yr	4,199.40	0.00	4,199.40	4,199.40	
202.260	Related Svce- Speech/Lang (Group)	0.0000	2,315.2000	Sess/Stud/Wk/Yr	4,167.36	0.00	4,167.36	4,167.36	
202.295	Aut./Behav.- Home App. Behav. Anal	0.0000	171.5600	Hour	17,842.24	0.00	17,842.24	17,842.24	
202.400	Transition Service Program-full day	5.0000	49,910.0000	Student	-99,820.00	249,550.00	-99,820.00	149,730.00	
202.405	Transition Service Program-part day	2.0000	24,955.0000	Student	24,955.00	49,910.00	24,955.00	74,865.00	
203.100	Spec Ed 6-1-1 Class (Full Day)	1.0000	70,830.0000	Student	-70,830.00	70,830.00	-70,830.00	0.00	
203.120	Hospital Bound Classified	30.0000	1,771.0000	Week	-38,962.00	53,130.00	-38,962.00	14,168.00	
203.205	Related Service - Counseling (Ind)	1.0000	4,666.0000	Sess/Stud/Wk/Yr	-4,666.00	4,666.00	-4,666.00	0.00	
203.210	Related Svc - Counseling (Group)	1.0000	2,315.2000	Sess/Stud/Wk/Yr	-2,315.20	2,315.20	-2,315.20	0.00	

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

**Final Contract for Cooperative Educational Services**

**EASTERN SUFFOLK BOCES**  
**WEST ISLIP UFSD**  
School Year 2017-18

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Year				
203.275	Related Svc - Individ. Aide (FT)	1.0000	52,818.0000	Year	-52,818.00	52,818.00	-52,818.00	0.00	
205.100	Special Education 8-1-1 (Full Day)	31.0000	62,440.0000	Student	-312,200.00	1,935,640.00	-312,200.00	1,623,440.00	
205.110	Special Education 8-1-1 (Partial Da	3.0000	38,713.0000	Student	77,426.00	116,139.00	77,426.00	193,565.00	
205.120	Outreach AC Classified Student FD	1.0000	62,440.0000	Student	-62,440.00	62,440.00	-62,440.00	0.00	
205.205	Related Svc - Counseling (Ind)	31.0000	4,666.0000	Sess/Stud/Wk/Yr	15,397.80	144,646.00	15,397.80	160,043.80	
205.210	Related Svc - Counseling (Group)	20.0000	2,315.2000	Sess/Stud/Wk/Yr	-3,935.84	46,304.00	-3,935.84	42,368.16	
205.235	Related Svc - Occ Therapy (Ind)	13.0000	4,666.0000	Sess/Stud/Wk/Yr	-4,199.40	60,658.00	-4,199.40	56,458.60	
205.240	Related Svc - Occ Therapy (Group)	0.0000	2,315.2000	Sess/Stud/Wk/Yr	1,157.60	0.00	1,157.60	1,157.60	
205.245	Related Svc - PT (Individual)	0.0000	4,666.0000	Sess/Stud/Wk/Yr	-11,198.40	27,996.00	-11,198.40	16,797.60	
205.250	Related Svc - PT (Group)	0.0000	2,315.2000	Sess/Stud/Wk/Yr	1,157.60	0.00	1,157.60	1,157.60	
205.255	Related Svc - Speech/Lang Imp (Ind)	30.0000	4,666.0000	Sess/Stud/Wk/Yr	-7,465.60	139,980.00	-7,465.60	132,514.40	
205.260	Related Svc - Speech/Lang Imp (Grp)	11.0000	2,315.2000	Sess/Stud/Wk/Yr	231.52	25,467.20	231.52	25,698.72	
205.275	Related Svc - Individual Aide (FT)	7.0000	52,818.0000	Year	63,381.60	369,726.00	63,381.60	433,107.60	
205.277	8-1-1 Cismr Aide Shared (8-1-1 +2)	1.0000	15,091.0000	Student/Year	-15,091.00	15,091.00	-15,091.00	0.00	
205.278	Cismr Aide Shared (8-1-1 +3)FullDay	1.0000	22,636.0000	Student/Year	22,636.00	22,636.00	22,636.00	45,272.00	
205.280	Related Svc - Ind. Aide (Shared)	0.0000	0.0000	Actual Usage	21,127.20	0.00	21,127.20	21,127.20	
205.284	Class Aide Shared (8-1-1+2)Half Day	1.0000	7,545.0000	Student/Year	-7,545.00	7,545.00	-7,545.00	0.00	
205.290	Autism/Behav. - Cons./Trainings	15.0000	233.9200	Hour	-3,274.88	3,508.80	-3,274.88	233.92	
205.294	Summer Autism/Behavioral Home ABA	0.0000	168.2000	Hour	10,122.04	0.00	10,122.04	10,122.04	
205.295	A/B - Home App. Behav. Analysis	15.0000	171.5600	Hour	57,472.60	2,573.40	57,472.60	60,046.00	
205.297	Autism/Behav. - Parent Training	10.0000	171.5600	Hour	5,318.36	1,715.60	5,318.36	7,033.96	
205.305	Evaluation - Augmentative Comm	1.0000	5,152.1500	Per Evaluation	-5,152.15	5,152.15	-5,152.15	0.00	
205.428	Related Service -Phy Ther Consult	0.0000	116.6500	Session	8,165.50	0.00	8,165.50	8,165.50	
205.428	Related Service - Speech Consult	35.0000	116.6500	Session	1,749.75	4,082.75	1,749.75	5,832.50	
205.434	Related Svc-Occ Therapy Consult	35.0000	116.6500	Session	233.30	4,082.75	233.30	4,316.05	
205.444	Eval Augment Comm Consult Train	1.0000	456.1800	Per Hour	1,368.54	456.18	1,368.54	1,824.72	
205.450	Eval/Assess Med Screen/Physical	1.0000	214.6700	Unit	214.67	214.67	214.67	429.34	
205.800	8-1-1 Specialized Billing DNS	0.0000	0.0000	Per Student	0.00	6,000.00	-6,000.00	0.00	
208.110	Summer School Special Education	0.0000	0.0000	Actual Usage	0.00	150,000.00	-150,000.00	0.00	
260.490	Opt 3 (6-1-1) WSB	0.0000	0.0000	Actual Usage	296,077.81	300,000.00	-3,922.19	296,077.81	
280.490	Summer Handicapped - WSB	0.0000	0.0000	Actual Usage	25,450.00	50,000.00	-24,550.00	25,450.00	

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES  
WEST ISLIP UFSD  
School Year 2017-18

Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
283.490	Alternative Learning Pgm.-Nassau	0.0000	0.0000	Service	74,014.40	35,000.00	39,014.40	74,014.40
292.490	Carmen Rd. (Nassau BOCES)	0.0000	0.0000	Service	0.00	135,000.00	-135,000.00	0.00
313.100	limerant Vision	15.0000	5,528.0000	Sess/Stud/Wk/Yr	-55,003.60	82,920.00	-55,003.60	27,916.40
313.422	limerant Vision Consult	10.0000	138.2000	Session	2,073.00	1,382.00	2,073.00	3,455.00
313.800	Visually Impaired - Spec. Bill DNS	0.0000	0.0000	Per Student	1,717.40	0.00	1,717.40	1,717.40
317.100	limerant Hearing	11.0000	5,404.8000	Sess/Stud/Wk/Yr	-10,539.36	59,452.80	-10,539.36	48,913.44
317.125	Deal/Hearing Imp.- Cons /Staff Sup.	6.0000	135.1200	30 Min/Session	7,026.24	810.72	7,026.24	7,836.96
438.110	Outreach AC Non-Classified Students	1.0000	62,440.0000	Student	-37,464.00	62,440.00	-37,464.00	24,976.00
438.120	Hospital Bound Non-Class. Students	1.0000	1,771.0000	Week	-1,771.00	1,771.00	-1,771.00	0.00
440.100	Arts-in-Ed - Coordination Fee	0.0000	0.0000	Actual Usage	1,075.21	1,452.99	-377.78	1,075.21
440.110	Arts-In-Education Programs	0.0000	0.0000	Actual Usage	5,900.00	8,547.01	-2,647.01	5,900.00
444.105	Virtual Learning Services Lite	0.0000	0.0000		2,120.58	0.00	2,120.58	2,120.58
455.490	Law Related Education (WSB)	0.0000	0.0000	Team of 12	250.00	0.00	250.00	250.00
477.490	Hospital Instruction - WSB	0.0000	0.0000	Service	18,497.84	7,000.00	11,497.84	18,497.84
508.100	Library Automation	0.0000	0.0000		2,366.00	2,366.00	0.00	2,366.00
508.200	Follett, Follett Destiny & OPALS	0.0000	0.0000	Actual Usage	7,193.00	5,880.00	1,313.00	7,193.00
509.100	Summer Spec. Ed. Supervision	0.0000	0.0000	Actual Usage	7,590.00	0.00	7,590.00	7,590.00
514.520	NYS Req Report per stud-FS/PK-12	4,359.0000	3.5300	Student	0.00	15,387.27	0.00	15,387.27
514.530	NYS Required Reporting	4,359.0000	0.6200	Student	0.00	2,702.58	0.00	2,702.58
514.800	Apperson Scan Svc,Equip&Supplies	0.0000	0.0000	Actual Usage	2,297.30	0.00	2,297.30	2,297.30
514.960	Data Warehouse	0.0000	0.0000		4,652.00	4,652.00	0.00	4,652.00
516.210	Lib. Svc/Media-Virtual Ref. Collect	0.0000	0.0000		47,362.08	33,312.72	14,049.36	47,362.08
516.220	Library Services - Supp. Databases	0.0000	0.0000	Actual Usage	28,229.73	17,729.09	10,500.64	28,229.73



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

**Final Contract for Cooperative Educational Services**

**EASTERN SUFFOLK BOCES**  
**WEST ISLIP UFSD**  
School Year 2017-18

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
516.300	Library Svc/Media Part. (50% disc)	0.0000	0.0000		1,183.00	0.00	1,183.00	
531.100	NYS Curriculum & Assessment Svc	0.0000	0.0000		8,000.00	0.00	8,000.00	
531.200	My Learning Plan (MLP)	0.0000	0.0000		17,252.50	0.00	17,252.50	
531.300	Customized Staff Development	0.0000	0.0000	Actual Usage	37,690.70	-33,940.70	3,750.00	
531.310	Customized Staff Dev. (Coord. Fee)	0.0000	0.0000	Actual Usage	7,538.14	-6,788.14	750.00	
531.315	Professional Development Workshops	0.0000	0.0000	Actual Usage	7,746.00	-3,644.00	4,102.00	
531.440	Staff Development-Public Relations	0.0000	0.0000	Actual Usage	13,886.25	205.25	13,886.25	
531.510	Regional Scoring for NYSESLAT Asses	1.0000	0.0000	Actual Usage	276.30	-27.22	249.08	
531.515	Full Service Scoring for NYSED 3-8	1.0000	0.0000	Actual Usage	16,706.10	-1,783.82	14,922.28	
531.530	NYS All Assess-Gr 3-HS Reg. Trn. N/C	1.0000	0.0000	Actual Usage	500.00	-240.00	260.00	
531.550	NYSAA Bslne Chks and Collegial Rvw	1.0000	0.0000	Actual Usage	195.00	-195.00	0.00	
531.560	NYS Alt. Assess. Reg Test Scoring	1.0000	0.0000	Actual Usage	900.00	-900.00	0.00	
531.630	Sub-Reimburse-Regional/Indist Wksh	0.0000	0.0000	Actual Usage	0.00	6,300.00	6,300.00	
531.631	SubReimburs Rgl/Indist CoordFee	0.0000	0.0000	Actual Usage	0.00	630.00	630.00	
531.634	Sub-Reimburse-NYSAA Scoring	0.0000	0.0000	Actual Usage	0.00	100.00	100.00	
531.635	SubReimburs NYSAAScoringCoordFee	0.0000	0.0000	Actual Usage	0.00	10.00	10.00	
531.636	Sub-Reimburse-NYSAA Workshops	0.0000	0.0000	Actual Usage	0.00	300.00	300.00	
531.637	SubReimburs NYSAAWkspCoordFee	0.0000	0.0000	Actual Usage	0.00	30.00	30.00	
532.100	Model School's	0.0000	0.0000		7,907.00	-1.00	7,906.00	
532.150	Model Schools Sub-Reimbursement	0.0000	0.0000	Actual Usage	0.00	55,070.00	55,070.00	
532.151	Model Schools Sub-Rmbrs Process Fee	0.0000	0.0000	Actual Usage	0.00	5,507.00	5,507.00	
532.160	Model Schools Workshops	0.0000	0.0000	Actual Usage	0.00	500.00	500.00	
532.200	Model Schools - On-Site Staff Devel	70.0000	936.0000	Day	65,520.00	-65,520.00	0.00	
550.490	Staff Development - WSB	0.0000	0.0000	Service	500.00	3,060.00	3,560.00	
557.490	Vision Itinerant (Nassau BOCES)	0.0000	0.0000	Service	0.00	21,092.00	21,092.00	
565.490	Staff Development-Nassau BOCES	0.0000	0.0000	Service	0.00	1,924.00	1,924.00	
570.490	Elementary Science Kits- Monroe #2	0.0000	0.0000	Actual Usage	35,000.00	-23,628.32	11,371.68	
596.490	Model School's-WSB	0.0000	0.0000	Service	150.00	0.00	150.00	

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

**Final Contract for Cooperative Educational Services**

<b>EASTERN SUFFOLK BOCES</b> <b>WEST ISLIP UFSD</b>	School Year 2017-18
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Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis					
598.490	Model Schools- Capital Region	0.0000	0.0000	Service	1,040.00	0.00	1,040.00	1,040.00	
601.040	Frontline IEP	0.0000	0.0000		446.08	0.00	446.08	446.08	
601.090	Transportation Management & Routing	0.0000	0.0000		19,020.50	19,283.00	-262.50	19,020.50	
601.110	eRate-Intellipath App Processing	1.0000	321.0000	Annual	-221.00	421.00	-321.00	100.00	
601.130	eRate- Document Mgmt - One Cosec	1.0000	482.0000	Annual	0.00	482.00	0.00	482.00	
601.170	Multi-yr Network Printer Contracts	0.0000	0.0000	Actual Usage	206,827.26	207,944.26	-1,117.00	206,827.26	
601.380	Fiber WAN in District	0.0000	0.0000	Actual Usage	167,775.80	60,000.00	107,775.80	167,775.80	
601.410	Election Management Systems	0.0000	0.0000		13,994.02	20,131.02	-6,137.00	13,994.02	
601.415	Cafeteria Systems POS	0.0000	0.0000		14,853.93	2,959.67	11,894.26	14,853.93	
601.440	Emergency Notification Systems	0.0000	0.0000		6,661.38	6,661.38	0.00	6,661.38	
601.445	Web Analytics	0.0000	0.0000		40.00	0.00	40.00	40.00	
601.450	Document Imaging/ Scanning Services	0.0000	0.0000		4,712.50	4,712.50	0.00	4,712.50	
601.455	Finance Manager	0.0000	0.0000		130,993.76	44,793.52	86,200.24	130,993.76	
601.475	Facilities Management Systems	0.0000	0.0000		21,305.62	22,609.97	-1,304.35	21,305.62	
601.610	Infinite Campus	0.0000	0.0000		104,184.11	107,179.58	-2,995.47	104,184.11	
601.810	AIMSweb	0.0000	0.0000		13,263.25	13,263.25	0.00	13,263.25	
601.830	eBoard	0.0000	0.0000		8,460.00	8,460.00	0.00	8,460.00	
601.990	Test Scanning and Reporting	0.0000	0.0000		27,865.24	34,175.95	-6,310.71	27,865.24	
604.130	Transportation- Coach & Field Trips	0.0000	0.0000	Actual Usage	46,934.60	29,200.00	17,734.60	46,934.60	
609.300	Pr Consulting Services	0.0000	0.0000	Actual Usage	29,756.25	39,675.00	-9,918.75	29,756.25	
612.110	Cooperative Bidding	0.0000	0.0000		8,951.00	8,951.00	0.00	8,951.00	
618.110	Health & Safety Consultant	0.0000	0.0000	Actual Usage	64,672.19	0.00	64,672.19	64,672.19	
618.120	Health/Safety Basic Svc Base Price	1.0000	3,894.0000	Service	0.00	3,894.00	0.00	3,894.00	
618.130	Health/Safety Basic Svc # bldgs	7.0000	411.0000	Building	0.00	2,877.00	0.00	2,877.00	
623.110	Nonpublic Textbk Distr - Admin Fee	187.0000	74.8300	Student	-1,870.75	13,993.21	-1,870.75	12,122.46	
623.120	Nonpublic Textbk Dist. -Textbook Fee	187.0000	191.7500	Per Student Est	-5,752.50	35,857.25	-5,752.50	30,104.75	
624.110	Bus Drv Drug & Alcohol Testing	0.0000	0.0000	Actual Usage	0.00	1,356.00	-1,356.00	0.00	

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES WEST ISLIP UFSD	School Year 2017-18
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Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
644.110	Intellipath - Line Charges (ESB)	0.0000	0.0000	Actual Usage	1,995.00	0.00	1,995.00	
644.150	Verizon Phone Charges	0.0000	0.0000	Actual Usage	48,400.94	49,024.00	48,400.94	
662.490	Coordination of Insurance Managemen	0.0000	0.0000	X-CONTRACT	3,859.90	0.00	3,859.90	
665.490	State Aid Planning - Questar II	0.0000	0.0000	Service	3,220.00	3,200.00	3,220.00	
676.490	GASB 45 / GASB 75 (Capital BOCES)	0.0000	0.0000	Service	1,560.00	8,000.00	1,560.00	
680.490	Fixed Asset Inventory (Questar)	0.0000	0.0000	Actual Usage	0.00	4,000.00	0.00	
685.490	Long Range Planning - WSB	0.0000	0.0000	Actual Usage	10,344.00	0.00	10,344.00	
690.490	On-Line Application Service-Putnam	0.0000	0.0000	Actual Usage	7,000.00	7,000.00	7,000.00	
695.490	Insurance Mgmt/ Flex Benes -WSB	0.0000	0.0000	Employee	5,687.00	15,000.00	5,687.00	



**E-RATE PROCESSING SERVICE AGREEMENT**

Standard Service  
July 1, 2018 – June 30, 2019

	<b>DESCRIPTION OF SERVICES</b>	<b>COST</b>
<b>470 &amp; 471</b>	Prepare districts to have available Free and Reduced Lunch Data, student counts, copies of bills for eligible services, and limited projects anticipated for implementation in the next program year to assist in completion Forms 470 & 471	
	Assemble all the above information for preparation of draft Form 471 for approval by district	
	Assist district in meeting all deadlines	
	Maintain and update database with all pertinent information	
	Assist district in handling basic problem resolution (PIA)	
<b>RALLY</b>	Assist district in reviewing RALLY Form and making corrections as approved by district	
<b>486</b>	Determining award status for each FRN	
	Prepare Form 486 and submit to district for review and signature	
	Update database as information becomes available	
	Submit approved Form 486 to USAC	
	Assist district in Service Provider Change requests (SPIN Changes)	
<b>SPIN CHANGE</b>	Assist district in basic USAC Appeals	
<b>Appeals</b>		
<b>BEAR Form</b>	Take information provided by district for eligible funded FRN's and tally it monthly or annually for data entry onto BEAR Forms (It is district's responsibility to ensure that Service Provider determines eligible versus non eligible services being provided). District may provide monthly bills and/or summary sheet showing amounts to enter on BEAR form.	
	Submit BEAR form to District for approval (and signature) and to Service Provider for approval (and signature). Submit completed BEAR form to USAC for processing.	
	Update database with information	
<b>Copies Fax and FedEx</b>		
	Total Annual Cost	<b>\$3,500.00</b>
Additional Support from Integra Services is available and billable at an hourly rate of \$150/hr		

**E-RATE PROCESSING SERVICE AGREEMENT – PAGE 2**

- **Does not include on site visits, technology planning, audits, or protracted inquiries from the SLD (such as Item 21 Audits) or Complex Appeals(such as FCC) and Protracted Problem Resolution**
- **There may be additional charges for the district's non-timely response to information requests from Integra. Missed USAC deadlines are the district's responsibility.**
- **Services Include Data Entry of up to two Form 471's, additional Form 471's will be at a cost of \$500 each**

As a reminder, these services are designed to assist you in the processing of your E-Rate forms. The District is Solely responsible for the accuracy and eligibility of the information provided therein. The District is to maintain full control of bids, requests for proposals and service provider selection including contracts. It is the districts responsibility, in cooperation with their Service Providers, to determine eligibility of service being requested, funded and reimbursed. Further, decisions for award of discounted services are the sole discretion of the USAC and may be denied or revoked at any time. Integra provides no guarantees that districts will be funded or that services funded will not be revoked by USAC or the FCC. As a reminder, all information received from the USAC must be forwarded to Integra immediately upon receipt in order for us to assist the district in responding to those inquires. It is the District's responsibility to confirm that we receive all requests from USAC and provide sufficient time for Integra to assist in a timely response. As the District is the listed contact for all E-Rate applications, it is the district's responsibility to monitor all deadlines for response and forms that Integra is assisting with.

Accepted: \_\_\_\_\_  
(Name and Title)

District: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

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

This Agreement is entered into this 1<sup>st</sup> day of July, 2018 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.

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, 2018 through June 30, 2019**, 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**

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 2018/2019 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, 2018, 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, 2018** through **June 30, 2019**, 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 Addendum and IEP's**
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 the New York State Commissioner's formula for calculating tuition rates for two students attending summer 2018 and school year 2018-2019.

### 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.

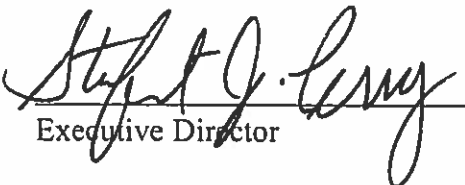
K. ENTIRE AGREEMENT

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

**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 11731 (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 2018 to 2019 school year. The term of this Agreement shall be from July 1, 2018 through August 30, 2018 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 in accordance with the NYSED Certified Tuition Summer Rates. The NYSED Certified Summer Rates will be the rate that is charged under the agreement and there will be no additional costs due for services provided under the Agreement. The rate is currently \$6,295 per student for the summer program. In addition, the Sending School District will be responsible for the 1:1 education rate, if applicable, which is currently \$3,325.20.
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.

**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 charges, 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 \_\_\_\_\_

## Contract for a Neuropsychological Evaluation

By and between West Islip UFSD  
[Insert Name of School District]

with offices at 100 Sherman Avenue, West Islip, NY 11795  
[Insert Address of School District]

hereinafter referred to as the "District" and Edward M. Petrosky, Psy.D., ABPP with an office at 1025 Northern Blvd., Suite 305, Roslyn, NY 11576, with Tax ID Number 46-3566166, hereinafter referred to as the "Consultant."

The Consultant's services include the following at the corresponding fee schedule:

- **Neuropsychological Evaluation Only. Fee: \$4,400.** This type of evaluation is appropriate for most referrals the Consultant receives. The particular areas assessed depend on the specifics of the referral question and includes areas such as: attention, executive functioning, memory, language, sensorimotor skills, intelligence, reading, writing, and math. This type of evaluation is appropriate for educational planning as well as to diagnose learning disabilities such as dyslexia, dyscalculia, dysgraphia, as well as Attention Deficit / Hyperactivity Disorder (ADHD), dyspraxia, the neuropsychological consequences of certain neurological conditions, and Language Disorder (excluding Social / Pragmatic Communication Disorder which is discussed below).
- **Neuropsychological Evaluation Plus Testing of Emotional and Personality Functioning. Fee: \$4,900.** This includes everything listed above under "Neuropsychological Evaluation Only" and includes an assessment of emotional and personality functioning, including use of projective tests, and assesses things such as what the client is feeling, what is triggering those emotions, the client's coping style, and the client's perspectives. It is helpful for gaining insight into a person's thoughts and feelings that he or she may not be able or willing to articulate. This additional testing is helpful for making psychiatric diagnoses, such as anxiety disorders, depression, Bipolar Disorders, adjustment disorders, personality disorders, and others. It is also helpful for distinguishing whether a learning disability is causing an emotional issue or an emotional issue is causing a learning problem or both are influencing each other. This type of testing is also helpful to inform treatment planning with a psychotherapist.
- **Neuropsychological Evaluation Plus Testing of Social Functioning. Fee: \$4,900.** This includes everything listed above under "Neuropsychological Evaluation Only" and includes an assessment of social functioning, including assessing areas such as theory of mind, the client's ability to judge facial expressions and interpret social cues, make social inferences, and the client's social / pragmatic language. This additional testing is appropriate when the referral includes an assessment for Autism Spectrum Disorder, Social (Pragmatic) Communication Disorder, and Nonverbal Learning Disability. It is also helpful when the client's struggles include social skills, making and keeping friends, and developing and maintaining relationships with peers and/or adults.
- **Neuropsychological Evaluation Plus Testing of Emotional and Personality Functioning AND Testing of Social Functioning. Fee: \$5,400.** This includes everything listed above under "Neuropsychological Evaluation Only," "Neuropsychological Evaluation Plus Testing of Emotional and Personality Functioning," and "Testing of Social Functioning."

The District agrees to pay the Consultant to conduct the following evaluation for \_\_\_\_\_  
[Insert Name of Student]

according to the fee schedule listed. Please check AND initial the appropriate box:

- [ ] \_\_\_\_\_ Neuropsychological Evaluation Only. Fee: \$4,400.
- [ ] \_\_\_\_\_ Neuropsychological Evaluation Plus Testing of Emotional and Personality Functioning. Fee: \$4,900.
- [ ] \_\_\_\_\_ Neuropsychological Evaluation Plus Testing of Social Functioning. Fee: \$4,900
- [ ] \_\_\_\_\_ Neuropsychological Evaluation Plus Testing of Emotional and Personality Functioning AND Testing of Social Functioning. Fee: \$5,400.

The District agrees to the following terms. All evaluation fees shall be paid within 30 calendar days upon receipt of the invoice and written report. The fee for all of the above evaluations includes the Consultant providing verbal feedback to the student's parent / guardian and, upon request of the District, informal verbal feedback to the District as well as answering the District's questions about the Consultant's report, if any, both of which are provided via telephone at a mutually agreeable time. The Consultant finds that often his CSE participation is not necessary based on the clear and detailed manner by which he writes his reports, however, if requested, the Consultant participates in CSE and other meetings via telephone, arranged at a mutually available date and time, for a fee of \$400 for up to 60 minutes from the time the CSE meeting is scheduled and \$250 per hour for any time beyond 60 minutes, prorated. The fee for CSE meeting participation shall be paid within 30 calendar days upon receipt of the invoice.

The District represents that if the District requires Board of Education (BOE) approval, a purchase order, and/or any other type of approval in order to make payment that such will be obtained by the District prior to execution of this contract and that no subsequent authorization or approval of any kind beyond this contract shall be required in order to make payment. This agreement shall survive and be in full effect if the District representative(s) signing this contract discontinues employment with the District.

The District acknowledges that the Consultant schedules appointments on a first come first served basis, that there may be a wait between when this contract is signed and the evaluation is scheduled, and that, based on timing, it is possible that this contract may be signed in one school year and the evaluation completed in the subsequent school year and that if this occurs it shall in no way affect payment in any way.

The Consultant acknowledges that he is an independent contractor and not an employee of the District and that he carries both malpractice insurance and general liability insurance. The Consultant reserves the right to decline a referral if he feels his services are contra-indicated for any reason.

Consultant:  
Edward M. Petrosky, Psy.D., ABPP

Authorized District Representative:  
\_\_\_\_\_

\_\_\_\_\_  
Print Name  
  
*Edward M. Petrosky, Psy.D., ABPP*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Sign Name

7/11/2018  
Date

\_\_\_\_\_  
Date



## **ISLIP TUTORING SERVICE, INC.**

955 Main Street – Suite 3  
Holbrook, New York 11741  
(631) 467-3634 Fax (631) 467-3624  
[www.isliptutoringservice.com](http://www.isliptutoringservice.com)

### **CONTRACT FOR SERVICES**

AGREEMENT BY AND BETWEEN ISLIP TUTORING SERVICE, INC.  
955 MAIN STREET – SUITE 3, HOLBROOK, NEW YORK 11741 AND THE WEST ISLIP UFSD, CORNER  
OF BEACH STREET AND SHERMAN AVENUE, WEST ISLIP, NY 11795  
(HEREINAFTER REFERRED TO AS THE “*SCHOOL DISTRICT*.”)

### **TERMS**

WHEREAS ISLIP TUTORING SERVICE, INC. AGREES TO PROVIDE EDUCATIONAL SERVICES FOR  
STUDENTS IN THE *SCHOOL DISTRICT* FOR THE 2018-2019 SCHOOL YEAR.

### **HOME TEACHING SERVICES**

**HOME TEACHING AND HOSPITAL BASED SERVICES WILL BE PROVIDED AS FOLLOWS:**  
ELEMENTARY STUDENTS WILL RECEIVE ONE HOUR OF INSTRUCTION PER DAY UP TO AND  
INCLUDING FIVE HOURS PER WEEK. SECONDARY STUDENTS WILL RECEIVE TWO HOURS OF  
INSTRUCTION PER SUBJECT UP TO AND INCLUDING TEN HOURS PER WEEK. ISLIP TUTORING  
SERVICE WILL BILL THE SCHOOL DISTRICT AT THE RATE OF \$47.00 PER HOUR, PER SESSION, PER  
STUDENT, ON A MONTHLY BASIS.

THE *SCHOOL DISTRICT* WILL NOT INCUR ANY CHARGE, SHOULD ANY ISLIP TUTORING SERVICE  
TEACHER BE ABSENT. ALSO, A CHARGE WILL NOT BE INCURRED BY THE SCHOOL IF A  
STUDENT IS ABSENT WITH 24 HOURS PRIOR NOTICE. HOWEVER, IF A STUDENT IS ABSENT  
WITHOUT 24 HOUR PRIOR NOTICE, THE SCHOOL WILL BE BILLED FOR ONE HOUR OF SERVICE.

### **RESOURCE ROOM SERVICES**

**RESOURCE ROOM SERVICES WILL BE PROVIDED AS FOLLOWS:**  
60 MINUTE SESSIONS, PER STUDENT. SESSIONS WILL NOT BE HELD ON DAYS WHEN SCHOOL IS  
NOT OPEN TO STUDENTS DUE TO VACATION, HOLIDAY OR OTHER REASON. SERVICES WILL BE  
PROVIDED AS PER HIS/HER INDIVIDUAL EDUCATION PLAN (IEP) BY ISLIP TUTORING SERVICE.  
THE RATE IS PER STUDENT, PER SESSION, REGARDLESS OF WHETHER THERE ARE OTHER  
STUDENTS IN THE SAME CLASS. ISLIP TUTORING SERVICE WILL BILL THE *SCHOOL DISTRICT* AT  
THE RATE OF \$47.00, PER 60 MINUTE SESSION, PER STUDENT, FOR RESOURCE ROOM SERVICES  
ON A MONTHLY BASIS.

**ALL HOSPITAL BASED INSTRUCTION IS THE HOME TEACHING FEE PLUS \$10.00**



**ISLIP TUTORING SERVICE, INC.**

955 Main Street – Suite 3  
Holbrook, New York 11741  
(631) 467-3634 Fax (631) 467-3624  
www.isliptutoringservice.com

**COURSE MATERIALS:** DISTRICT SHALL PROVIDE CONTRACTOR’S TEACHERS WITH THE APPROPRIATE COURSE MATERIALS TO COMPLETE THE TUTORING SERVICES REQUESTED. DISTRICT ACKNOWLEDGES THAT CONTRACTOR’S TEACHERS REQUIRE ONGOING SUPPORT FROM THE DISTRICT AND ITS STAFF TO COMPLETE THE TUTORING SERVICES.

THE CONSULTANT WILL PERFORM BACKGROUND REFERENCE CHECKS OF ALL STAFF DIRECTLY PROVIDING SERVICES TO STUDENTS. THE CONSULTANT SHALL ASSIST THE DISTRICT TO COMPLY WITH ALL PROVISIONS OF THE SAFE SCHOOLS AGAINST VIOLENCE IN EDUCATION (SAVE) ACT. THE DISTRICT WILL CONTACT THE NEW YORK STATE EDUCATION DEPARTMENT, FOLLOWING CURRENT STATE EDUCATION PROCEDURES FOR PROOF OF CLEARANCE FOR EMPLOYMENT.

THE SCHOOL DISTRICT AGREES TO PAY ISLIP TUTORING SERVICE FOR SUCH SERVICES TO BE PERFORMED DURING THE SCHOOL YEAR. ISLIP TUTORING SERVICE WILL BILL THE SCHOOL DISTRICT FOR ANY OF THE ABOVE SERVICES ON A MONTHLY BASIS. PAYMENT IS EXPECTED UPON RECEIPT OF BILL.

If you require a purchase order for authorization of services, please provide the assigned Purchase Order number below:

\_\_\_\_\_

**TERM:** THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE SIGNING OF THIS AGREEMENT BY BOTH PARTIES (“THE EFFECTIVE DATE”), AND SHALL REMAIN IN EFFECT UNTIL JUNE 30, 2019. EITHER PARTY MAY TERMINATE THIS AGREEMENT BY PROVIDING THE OTHER WITH 30 DAYS WRITTEN NOTICE OF SUCH TERMINATION.  
**ALL OUTSTANDING DEBTS MUST BE PAID PRIOR TO CONTRACT TERMINATION.**

**RENEWAL:** THIS AGREEMENT MAY BE REVIEWED ANNUALLY BY THE PARTIES AND RENEWED IF APPROPRIATE. ANY SUCH RENEWAL SHALL BE IN A WRITING DULY EXECUTED BY THE PARTIES.

**Contract Period: July 1, 2018 – June 30, 2019**

WEST ISLIP UFSD TITLE: DATE:

Rudie Monaco Director 6/27/18  
ISLIP TUTORING SERVICE, INC. TITLE: DATE:



**ISLIP TUTORING SERVICE, INC.**

955 Main Street – Suite 3  
Holbrook, New York 11741  
(631) 467-3634 Fax (631) 467-3624  
www.isliptutoringservice.com

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

**FEE SCHEDULE**

**Individual Rates: \*\* This is a Partial List**

**Home Teaching Individual Rate [In-District, Private, & Home-Based] - \$47.00 1-hour session:**  
{All levels and subjects including Special Education [Resource Room & Inclusion], ESL, and GED instruction}

CSE Report Writing, Meeting Attendance: – \$47.00 per report and per meeting  
Standardized Testing, Regents, RCT Implementation - \$47.00 per 1-hour

**Regarding “Home Teaching”: A “Last Minute Cancel” or “No Show” is billed for one hour. If instruction is scheduled for two subjects in the same day, taught by the same teacher, only one hour will be charged.**

**HOSPITAL BASED INSTRUCTION: [\$57.00 per 1hour session]**

*Reading Specialist Instruction - \$90.00 per 1hour session - \$50.00 per 30-minute session*

*Counseling: \$150.00 per 60-minute session, \$125 per 45-minute session - \$85.00 per 30-minute session [Social Worker]*

*Speech Therapy: \$150.00 per 1hour session - \$100.00 per 45-min. session - \$85.00 per 30-min. session*

*Speech Evaluation: \$150.00 per 1hour Evaluation as needed*

*Specialty Subject Instruction: [To Be Determined]*

WEST ISLIP UFSD

TITLE:

DATE:

*R. De Monaco*  
ISLIP TUTORING SERVICE, INC.

*Director*  
TITLE:

*6/27/18*  
DATE:

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of **July, 2018**, 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 **Laura Anne Hershberger, M.D.** (hereinafter the "CONSULTANT"), having a principal mailing address of 755 Park Avenue, Suite 160, Huntington, New York 11743.

### A. TERM

1. The term of this Agreement shall be from **July 1, 2018** through **June 30, 2019**, 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:

#### PSYCHIATRIC EVALUATIONS

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 at the rate of \$1,000.00 per evaluation. A "cancellation fee" of \$450.00 will be charged to the DISTRICT if an appointment is not cancelled 24 hours prior.

### 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.

Laura Anne Hershberger, M.D.

West Islip Union Free School District

BY:   
Laura Anne Hershberger, M.D.

BY: \_\_\_\_\_  
President, Board of Education

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

**and**

**Laura Anne Hershberger, M.D.**

Supplemental Agreement dated this 1st day of July, 2018 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Laura Anne Hershberger, M.D.** (the "Contractor") located at 755 Park Avenue, Suite 160, Huntington, NY 11743.

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 **Laura Anne Hershberger, M.D.**
  - 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](mailto: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 is stored in a file cabinet in a locked office that is only used and accessed by writer. Data is also stored on the hard drive of my personal password protected computer and on an external hard drive that is also 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.

Laura Anne Hershberger, M.D.

WEST ISLIP UFSD

By: Laura Anne Hershberger

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

Print Name: Laura Anne Hershberger MD

Print Name: Steven D. Gellar

Title: Child & Adolescent Psychiatrist

Title: President, Board of Education

Date: 7/29/18

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



## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of **July, 2018**, 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 **Little Angels Center, Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of 235 Blue Point Avenue, Blue Point, New York 11715

### A. TERM

1. The term of this Agreement shall be from **July 1, 2018** through **June 30, 2019**, 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:

#### **Related Services District-wide**

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

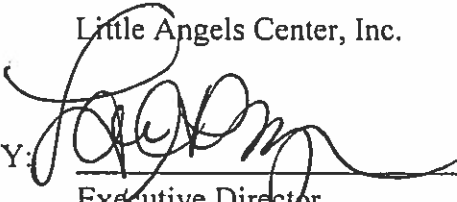
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
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.

Little Angels Center, Inc.

West Islip Union Free School District

BY:

  
\_\_\_\_\_  
Executive Director

BY:

\_\_\_\_\_  
President, Board of Education



# Little Angels Center, Inc.

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## Proposal for Services July 1, 2018-June 2019

Little Angels Center, Inc will provide the following services for the West Islip School District:

Little Angels Center, Inc will provide Speech therapy, occupational therapy, physical therapy, vision therapy, counseling and special education/ABA services and evaluations. The following rates will apply:

### Speech:

- \$40 per individual 30 minute session
- \$59 per group of 2-5 students.
- \$195 per evaluation
- PROMPT therapy \$55 per 30 minute session
- PROMPT evaluation \$600 per evaluation
- Augmentative Communication Evaluation \$1,000

### • Physical Therapy/Occupational Therapy/Vision Therapy/Counseling:

- \$45 per individual 30 minute session within the school district.
- \$45 per individual 30 minute session at one of our offices or in the community.
- \$59 per group session of 2-5 children
- \$195 per evaluation (no additional charge for annual review testing)

Special Instruction: \$70 per hour

ABA/Parent Training/Consulting: \$85 per hour

Thank you for your consideration in this matter. We look forward to a positive working relationship with the West Islip School District.

Sincerely,

Laura A. Rogacki, M.S., CCC-SLP  
Executive Director

Helping Your "Little Angel" Soar to New Heights

235 Blue Point Avenue, Blue Point, NY 11715 631-363-5794

66 Austin Blvd., Commack, NY 11725 631-363-5794

1 Craig B. Cariepy Avenue, Islip Terrace, NY 11752 631-650-6545

12 Platinum Court, Medford, NY 11763 631-868-3577

**Supplemental Agreement between the  
WEST ISLIP UNION FREE SCHOOL DISTRICT  
and  
Little Angels Center, Inc.**

Supplemental Agreement dated this 1st day of July, 2018 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Little Angels Center, Inc.(the "Contractor") located at 235 Blue Point Avenue, Blue Point, New York 11715.

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](mailto: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.]*

*Please see attached Policies,*  
*4-1, 5-23, 5-24*  
*(Double sided copies)*

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.

**Little Angels Center, Inc.**

**WEST ISLIP UFSD**

By: 

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

Print Name: Laura A Rogacki

Print Name: Steven D. Gellar

Title: Executive Director

Title: President, Board of Education

Date: 6/25/18

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

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2018, 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 Long Island Developmental Consulting, Inc., (LIDC) (hereinafter the "CONSULTANT"), having a principal mailing address of 1355 Stony Brook Road, Stony Brook, NY 11790.

### A. TERM

1. The term of this Agreement shall be from July 1, 2018 through June 30, 2019, 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:

#### **District-wide Related Services**

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 2018-2019 Rate Schedule**.

### 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.

**Long Island Developmental  
Consulting, Inc.**

**West Islip Union Free School District**

BY: 

Karen Mulcahy-Walsh, MS. Ed, LBA, BCBA  
Director

BY: \_\_\_\_\_



LIDC Services, Inc.

1355 Stony Brook Road  
Stony Brook, New York 11790  
Phone: 631-285-6400 • Fax: 631-285-6523

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**2018/2019 List of Services and Rate Schedule**

- ❖ **Home Programming/ Behavior Intervention Services** (NYS Certified Teacher Assistant) \$50 per hour
- ❖ **Center Based Shadow** (NYS Certified Teacher Assistant on site between the hours of 8-4) \$21 per hour
- ❖ **School Aged Itinerant Teacher Home Programming/ Behavior Intervention Services Provider** (NYS certified special education teacher) \$40 per half hour \$45 per half hour group
- ❖ **Itinerant Teacher** (NYS certified special education teacher) \$45 per half hour \$50 pre half hour group
- ❖ **Speech and Language Evaluation** (NYS Licensed Speech and Language Pathologist) \$205 per evaluation (including report)
- ❖ **Individual Speech and Language Services** (NYS Licensed Speech Therapist) \$ 45 per 30 minute session, \$57 per 45 minute session, \$ 90 per hour session.
- ❖ **Parent Training** (NYS Certified Teacher, Social Worker or Psychologist, BCaBA) \$100 per hour
- ❖ **Home Program Supervision** (NYS Certified Teacher) \$100 per hour
- ❖ **Supervision with BCBA** ((Licensed/ Board Certified Behavior Analyst) \$110 per hour
- ❖ **Consultation** (NYS Certified Teacher, BCaBA, Social Worker or Psychologist) \$115 per hour
- ❖ **Consultation and/ or Parent Training with BCBA** (Licensed/ Board Certified Behavior Analyst) \$125 per hour
- ❖ **Staff Training Seminars** (NYS Certified Teacher or (LBA/BCBA) \$125 per hour
- ❖ **Needs Assessments** (NYS Certified Teacher, Social Worker, BCBA or Psychologist) services consist of a minimum of 3 hours observation and additional time allocated for the writing of the report \$125 per hour
- ❖ **Functional Behavior Assessment** (Licensed/ Board Certified Behavior Analyst) assessment consist of 6 hours inclusive of assessment report if behavior intervention plan is requested in conjunction with the assessment an addition 6 hours is allocated. \$125 per hour
- ❖ **School Aged Psychological Evaluations** (per evaluation) \$450.00
- ❖ **School Aged Educational Evaluations** (per evaluation) \$225.00
- ❖ **School Aged Psycho-Educational Evaluations** (per evaluation) \$750.00

*Please be advised that all employees are trained and insured*





**LIDC Services, Inc.**

1355 Stony Brook Road  
Stony Brook, New York 11790  
Phone: 631-285-6400 • Fax: 631-285-6523

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**2018/2019 List of Services and Rate Schedule**

- ❖ **Home Programming/ Behavior Intervention Services** (NYS Certified Teacher Assistant) \$50 per hour
- ❖ **Center Based Shadow** (NYS Certified Teacher Assistant on site between the hours of 8-4) \$21 per hour
- ❖ **School Aged Itinerant Teacher Home Programming/ Behavior Intervention Services Provider** (NYS certified special education teacher) \$40 per half hour \$45 per half hour group
- ❖ **Itinerant Teacher** (NYS certified special education teacher) \$45 per half hour \$50 pre half hour group
- ❖ **Speech and Language Evaluation** (NYS Licensed Speech and Language Pathologist) \$205 per evaluation (including report)
- ❖ **Individual Speech and Language Services** (NYS Licensed Speech Therapist) \$ 45 per 30 minute session, \$57 per 45 minute session, \$ 90 per hour session.
- ❖ **Parent Training** (NYS Certified Teacher, Social Worker or Psychologist, BCaBA) \$100 per hour
- ❖ **Home Program Supervision** (NYS Certified Teacher) \$100 per hour
- ❖ **Supervision with BCBA** ((Licensed/ Board Certified Behavior Analyst) \$110 per hour
- ❖ **Consultation** (NYS Certified Teacher, BCaBA, Social Worker or Psychologist) \$115 per hour
- ❖ **Consultation and/ or Parent Training with BCBA** (Licensed/ Board Certified Behavior Analyst) \$125 per hour
- ❖ **Staff Training Seminars** (NYS Certified Teacher or (LBA/BCBA) \$125 per hour
- ❖ **Needs Assessments** (NYS Certified Teacher, Social Worker, BCBA or Psychologist) services consist of a minimum of 3 hours observation and additional time allocated for the writing of the report \$125 per hour
- ❖ **Functional Behavior Assessment** (Licensed/ Board Certified Behavior Analyst) assessment consist of 6 hours inclusive of assessment report if behavior intervention plan is requested in conjunction with the assessment an addition 6 hours is allocated. \$125 per hour
- ❖ **School Aged Psychological Evaluations** (per evaluation) \$450.00
- ❖ **School Aged Educational Evaluations** (per evaluation) \$225.00
- ❖ **School Aged Psycho-Educational Evaluations** (per evaluation) \$750.00

*Please be advised that all employees are trained and insured.*

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

**and**

**LONG ISLAND DEVELOPMENTAL CONSULTING, INC.**

Supplemental Agreement dated this 1st day of July, 2018 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Long Island Developmental Consulting, Inc.**, (the "Contractor") located at 1355 Stony Brook Road, Stony Brook, NY 11790.

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 **Long Island Developmental Consulting, 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](mailto: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.]*

*Electronic data stored on Hippa compliant server - no electronic data stored in key access only storage room. Servers are encrypted w/ updated firewalls and password protected. All staff possess unique passcodes that are rotated quarterly.*

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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.

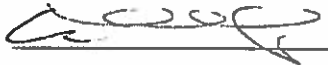
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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.

**LONG ISLAND DEVELOPMENTAL  
CONSULTING, INC.**

**WEST ISLIP UFSD**

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

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

Print Name: Karen Mulcahy Walsh

Print Name: Steven D. Gellar

Title: Director

Title: President, Board of Education

Date: 12/24/18

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

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

This Agreement is entered into this 1<sup>st</sup> day of July, 2018 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, 2018 through June 30, 2019**, 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 Fall and Summer and Related Services as  
per student (s) IEP**

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 licensc/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  
AJRC, 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: Chief Executive Officer

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

Date: 7/11/18

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**INTEROFFICE MEMO**

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**DATE:** 7/31/2018  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATI, C. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS – BAGELS

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**Item:** Bagels (RFP #400 07/01/18 to 06/30/19)  
**Publication:** Nassau/Suffolk Newsday April 3, 2018  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** April 26, 2018  
**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	\$3,414.00
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**INTEROFFICE MEMO**

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**DATE:** 7/31/18  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATI, C KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS – BREAD

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**Item:** Bread (RFP #382 07/01/18 to 06/30/19)  
**Publication:** Nassau/Suffolk Newsday April 3, 2018  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** April 26, 2018  
**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 Italian Bakery	\$15,720.25
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**INTEROFFICE MEMO**

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**DATE:** 7/31/18  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATI, C. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS – COMMODITY FOODS DIRECT DIVERSION

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**Item:** Commodity Foods Direct Diversion (RFP #371 07/01/18 to 06/30/19)  
**Publication:** Nassau/Suffolk Newsday December 22, 2017  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** January 24, 2018  
**Place Of Opening:** Massapequa UFSD  
**Number Of Companies Bidding:** Invited to Bid 30  
Bidding 20

**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:

ES Foods	\$ 7,477.20
H. Schrier & Co.	\$ 53,106.00
J Kings	\$ 3,660.00
JTM Food Group	\$ 5,148.00
Michael Foods, Inc.	\$ 9,192.20
Mivila Foods	\$ 19,472.50
Nardone Bros. Baking Co.	\$ 18,118.25
Rich Products Corp.	\$ 18,107.75
T.A. Morris	\$ 16,920.75
Tasty Brands	\$ 4,407.75
<b>Total</b>	<b>\$155,611.10</b>



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**INTEROFFICE MEMO**

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**DATE:** 7/31/18  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E PELLATI, C. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS - DAIRY

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**Item:** Dairy ( RFP #374 07/01/18 to 06/30/19)  
**Publication:** Nassau/Suffolk Newsday April 3, 2018  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** April 26, 2018  
**Place Of Opening:** Massapequa UFSD  
**Number Of Companies Bidding:** Invited to Bid 6  
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 Dairy in the following dollar amounts:

H. Schrier & Co.	\$2,716.30
J Kings	\$ 387.30
Mivila Foods	\$1,399.94
Total	\$4,503.54

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**INTEROFFICE MEMO**

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**DATE:** 7/31/18  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATI, C. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS – DISHWASHING/CLEANING SUPPLIES – EXTENSION OF 17-18 CONTRACT

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**Item:** Dishwashing/Cleaning Supplies (07/01/17 to 06/30/18)  
Extension of 17-18 Contract (RFP #365)  
2018 – 2019 will be the Second Year

**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

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**INTEROFFICE MEMO**

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**DATE:** 7/31/18  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E.PELLATI, C. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS – DRINKS/COFFEE

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**Item:** Drinks/Coffee (RFP #411, 391, 392, 394 07/01/18 to 06/30/19)  
**Publication:** Nassau/Suffolk Newsday April 3, 2018  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** April, 26, 2018  
**Place Of Opening:** Massapequa UFSD  
**Number Of Companies Bidding:** Invited to Bid 16  
Bidding 11

**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:

H. Schrier & Co.	\$ 649.75
Colonial Coffee Co.	\$ 1,294.20
Big Geyser	\$ 9,415.00
Jaybee Distributors	\$36,959.50
Snapple Distributors	\$ 3,495.00
Liberty Coca Cola Beverages	\$ 91.20
<b>Total</b>	<b>\$51,914.65</b>

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**INTEROFFICE MEMO**

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**DATE:** 7/31/17  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATI, C. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS – FROZEN

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**Item:** Frozen (RFP #375 07/01/18 to 06/30/19)  
**Publication:** Nassau/Suffolk Newsday April 3, 2018  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** April 26, 2018  
**Place Of Opening:** Massapequa UFSD  
**Number Of Companies Bidding:** Invited to Bid 12  
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.	\$ 4,658.90
J Kings	\$14,224.98
Mivila Foods	\$26,902.69
<b>Total</b>	<b>\$45,786.57</b>

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**INTEROFFICE MEMO**

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**DATE:** 7/31/18  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATI, K. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS – GROCERY

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**Item:** Grocery ( RFP #398 07/01/18 to 06/30/19)  
**Publication:** Nassau/Suffolk Newsday April 3, 2018  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** April 26, 2018  
**Place Of Opening:** Massapequa UFSD  
**Number Of Companies Bidding:** Invited to Bid 12  
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 Grocery items in the following dollar amounts:

H. Schrier & Co.	\$ 7,781.14
J Kings	\$ 548.40
Mivila Foods	\$11,224.88
Total	\$19,554.42

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**INTEROFFICE MEMO**

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**DATE:** 7/31/18  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATI, C. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS – ICE CREAM WITH EQUIPMENT

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**Item:** Ice Cream With Equipment (RFP # 396 07/01/18 to 06/30/19)  
**Publication:** Nassau/Suffolk Newsday April 3, 2018  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** April 26, 2018  
**Place Of Opening:** Massapequa UFSD  
**Number Of Companies Bidding:** Invited to Bid 6  
Bidding 2

**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	\$23,096.25
Total	\$23,096.25



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**INTEROFFICE MEMO**

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**DATE:** 7/31/18  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATT, C. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS – LARGE KITCHEN EQUIPMENT

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**Item:** Large Kitchen Equipment (RFP #370 02/01/18 to 01/31/19)  
**Publication:** Nassau/Suffolk Newsday December 22, 2017  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** January 10, 2018  
**Place Of Opening:** Massapequa UFSD  
**Number of Companies Bidding:** Invited to Bid: 14  
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:

J & F Supplies \$57.94

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**INTEROFFICE MEMO**

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**DATE:** 7/31/18  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATI, K. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS - MEAT

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**Item:** Meat (RFP #407 07/02/18 to 06/28/19)  
**Publication:** Nassau/Suffolk Newsday April 3, 2018  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** April 26, 2018  
**Place Of Opening:** Massapequa UFSD  
**Number Of Companies Bidding:** Invited to Bid 9  
Bidding 7

**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	\$1,090.50
J Kings	\$ 599.75
Meadow Provisions	\$ 502.50
Mivila Foods	\$2,590.20
Total	\$4,782.95

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**INTEROFFICE MEMO**

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**DATE:** 7/31/18  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATI, C. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS – PAPER, DISPOSABLES & CLEANING SUPPLIES

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**Item:** Paper (RFP #373 07/01/18 to 06/30/19)  
**Publication:** Nassau/Suffolk Newsday April 3, 2018  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** April 26, 2018  
**Place Of Opening:** Massapequa UFSD  
**Number Of Companies Bidding:** Invited to Bid 6  
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 Paper, Disposables and Cleaning Supplies in the following dollar amounts:

Appco Paper & Plastics Corp.	\$16,502.67
H. Schrier & Co.	\$ 1,092.64
J & F Supplies	\$ 1,879.00
Mivila Foods	\$ 1,322.50
<b>Total</b>	<b>\$20,796.81</b>

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**INTEROFFICE MEMO**

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**DATE:** 7/31/18  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATI, K. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS - SMALLWARES

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**Item:** Smallwares (RFP #369 02/01/18 to 01/31/19)  
**Publication:** Nassau/Suffolk Newsday December 22, 2017  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** January 10, 2018  
**Place Of Opening:** Massapequa UFSD  
**Number Of Companies Bidding:** Invited to Bid 8  
Bidding 5

**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.	\$248.54
J & F Supplies	\$422.43
WB Mason	\$240.78
<b>Total</b>	<b>\$911.75</b>

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**INTEROFFICE MEMO**

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**DATE:** 7/31/18  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATI, C. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS – SNACKS - COMPLIANT

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**Item:** Snacks - Compliant (RFP #387 07/01/18 to 06/30/19)  
**Publication:** Nassau/Suffolk Newsday April 3, 2018  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** April 26, 2018  
**Place Of Opening:** Massapequa UFSD  
**Number Of Companies Bidding:** Invited to Bid 6  
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	\$15,337.00
H. Schrier & Co. Inc	\$ 9,083.00
J Kings	\$48,233.10
Jaybee Distributors	\$ 6,540.50
Mivila Foods	\$ 2,942.03
<b>Total</b>	<b>\$82,135.63</b>

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**INTEROFFICE MEMO**

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**DATE:** 7/31/18  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATI, C. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS – SNACKS NON-COMPLIANT

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**Item:** Snacks Non-Compliant (RFP # 395 07/01/17 to 06/30/18)  
**Publication:** Nassau/Suffolk Newsday April 3, 2018  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** April 26, 2018  
**Place Of Opening:** Massapequa UFSD  
**Number Of Companies Bidding:** Invited to Bid 6  
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 Snacks Non-Compliant items in the following dollar amounts:

Mivila Foods	\$165.00
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## LEASE AGREEMENT

This agreement is made by and between the BOARD OF EDUCATION, WEST ISLIP UNION FREE SCHOOL DISTRICT, TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK, a corporation existing under and by virtue of the laws of the State of New York, having its principal office at Beach Street, Corner of Sherman Avenue, West Islip, Suffolk County, New York 11795, hereinafter referred to as the "DISTRICT" and the West Islip Teachers Association, by Joseph Dixon, having its principal office at 350 Higbie Lane, West Islip, NY 11795, hereinafter referred to as the ("WITA").

## WITNESETH

**WHEREAS**, the DISTRICT has agreed to lease to WITA a room at the Westbrook Elementary School, located at 350 Higbie Lane, West Islip, NY 11795 (the "Building"); and

**WHEREAS**, the DISTRICT has determined and adopted a resolution providing that the room of the Building is not currently needed for school district purposes and that the leasing of it is in the best interest of the DISTRICT.

**NOW, THEREFORE**, for the mutual consideration set forth herein, and intending to be legally bound, the DISTRICT and WITA hereby agree as follows:

### RECITALS

1. The recitals set forth above are hereby incorporated herein.

### DEMISED PREMISES

2. Subject to the terms set forth in this agreement (hereinafter, the "Lease"), the DISTRICT hereby leases to WITA, and WITA hereby leases from the DISTRICT, Room 200 in the Building (hereinafter, the "Premises" or "Demised Premises") as set forth in detail in the floor plan attached as Exhibit "A." The parties stipulate that the Premises consists of 864 square feet.

### **TERM & EXPANSION OPTION**

3. The term of this Lease shall commence on June 1, 2018, and expire on May 31, 2019 unless sooner terminated pursuant to the provisions hereof and to the extent permitted by applicable law, or unless extended for an additional year in the manner provided, and to the extent permitted, by applicable law.

Renewal Option: Should Tenant wish to extend, a written request shall be delivered to the Landlord no later than December 1, 2018. If the Landlord does not wish to extend, written notice to that effect shall be delivered to the Tenant no later than January 1, 2019. Unless otherwise agreed by the parties, such extension shall be upon the same terms, covenants and provisions herein set forth except for rent and security deposit, which shall be increased as hereinafter provided.

### **RENT**

4. WITA shall pay a monthly rent of \$1,145.77 for a total annual rent of \$13,749.24 for the period June 1, 2018 through May 31, 2019. For each subsequent year of this Lease, as it may be extended, the annual rent shall be increased by 3%.

5. The rent shall be paid each year of the term in twelve (12) equal installments, with the first payment commencing on the first day of June. Each successive payment shall be made on the first day of each month following the first day of June until all payments are made for that year of the term.

6. WITA hereby agrees to deposit with the DISTRICT two months of rent, \$2,291.54 due at Lease signing, as security for the faithful performance and observance by WITA of the terms, provisions and conditions of this Lease. In the event that WITA is in default of any of the terms, conditions and provisions of this Lease, the DISTRICT may, but is not



obligated to, apply such amount of the security to the payment of rent and the cost and expense of re-letting the Demised Premises whether or not incurred after summary proceedings are instituted. For each year that the Lease is effective, the security as referenced in this paragraph shall be increased to equal two months' rent at the monthly rental rate applicable to that year, which sum shall be paid with the first rental payment for that year.

#### **USE OF DEMISED PREMISES**

7. If and so long as no default shall have occurred and be continuing, the DISTRICT covenants and agrees that WITA may peacefully and quietly have, hold and enjoy the Demised Premises for the term stated.

8. WITA covenants that it shall use the Demised Premises exclusively for professional purposes, and shall not use or permit the use of the Demised Premises in violation of any applicable statute, ordinance or regulation, or in violation of the Certificate of Occupancy of the Building. WITA may not utilize the Demised Premises for any other purpose whatsoever, without the prior written consent of the DISTRICT. WITA shall be permitted to utilize the Demised Premises from 7:00 a.m. to 10:00 p.m. on weekdays and 7:00 a.m. to 4:00 p.m. on the weekends. The DISTRICT will provide an access card or key to WITA who shall lock up the Premises each day following use. The DISTRICT's night custodian will alarm the building. On school days, the DISTRICT's security personnel will unlock and open the gates in the mornings and the custodians will lock the gates at night. If the premises are used by WITA on other days, the DISTRICT will make arrangements with either its security or WITA to lock and unlock the gates.

9. The DISTRICT shall have full control and use of the grounds, parking areas, and athletic fields, it being understood, however, that WITA will have access to adequate parking.

Staff parking for WITA shall be on the north side of the driveway.

10. WITA shall have exclusive use of the Demised Premises. WITA shall also be permitted to utilize the bathroom facilities located adjacent to the Faculty Room as reflected on the attached floor plan. The District assumes no responsibility for any WITA personal property on the premises.

#### **UTILITIES AND COMMON AREA MAINTENANCE**

11. During the term hereof, the District shall furnish to WITA (i) electric and to the Demised Premises as customarily delivered to schools in the District; (ii) water for ordinary lavatory for the Demised Premises; (iii) cleaning of the Demised Premises and all hallways and hallway bathrooms in the Demised Premises; (iv) Common Area Maintenance (CAM) such as parking lot maintenance, and snow removal, except as noted below and (v) air condition in the summer months. The cost of the foregoing services is included in the rent. WITA shall be responsible for telephone and internet service. WITA will reimburse the District for the cost and the installation of air conditioning.

#### **REPAIRS AND MAINTENANCE**

12. The DISTRICT shall maintain the grounds surrounding the Demised Premises, with the same frequency and degree of attention given by the DISTRICT to other DISTRICT facilities, including but not limited to mowing of the lawns, tending the shrubs, snow plowing parking areas, removing plowed snow, snow and ice removal from pedestrian walkways, steps and sidewalks at the Building, repairing potholes in and otherwise maintaining the parking areas and maintaining the sidewalks, and curbing, provided however, that should any snowfall be of sufficient quantity to require its removal through the use of rented equipment such as bucket loaders, tractors or bulldozers by an outside contractor, WITA will share responsibility equally

with other tenants for the cost as additional rent upon receipt of an invoice from the DISTRICT.

13. WITA shall, during the term of this Lease, at WITA sole cost and expense, take good care of, maintain and make all repairs (other than structural) in the Demised Premises and the fixtures and equipment therein and appurtenances thereto serving the Demised Premises only, including, but not limited to, internal doors and entrances, door checks, internal signs, floor covering, interior walls, covering of columns and partitions, lighting and supplemental air conditioning units, if any, servicing the Demised Premises. Nothing contained in this Section 13 shall require WITA to make any structural repairs in the Demised Premises or repairs to the Building equipment, including without limitation, the heating, and plumbing systems, unless such repairs are necessitated by reason of WITA negligent or willful acts or omissions.

14. The DISTRICT will be responsible for fire safety, asbestos, and all capital construction reporting, annual structural inspections, and other reports required by the State Education Department or other authorities. In addition, the District shall promptly make repairs to the Building to address any structural issues and otherwise maintain the Building and the Building systems in a condition commonly found in other schools in the District. The District shall maintain and repair all common areas of the facilities. Whenever possible and provided there is no additional cost to the District, the District will arrange to have all repairs, alteration or other work in the Demised Premises done during hours when school is not in session.

15. The water supply and sanitary waste system shall be used for ordinary lavatory purposes only. The reasonable costs to the DISTRICT for any unauthorized use of these services, including but not limited to the costs of water and water dispersion and cesspool testing and cleaning as a result of any unauthorized use, shall be borne by WITA as an item of additional rent. Notwithstanding the foregoing, the DISTRICT shall be responsible for the

repair, replacement, or installation of pipes or other components of the sanitary water system that may be required due to age or changing regulatory requirements.

16. In the event that the Demised Premises is partially damaged by fire or other cause without the fault or negligence of WITA, with the result that it is only partially unacceptable or unusable for use under this agreement, the Lease shall continue in full force and effect. The DISTRICT shall immediately proceed to repair the damages and restore the Demised Premises to full use at the sole expense of the DISTRICT, and the rent payment shall abate in such proportions based on a percentage of square footage as the area rented and usable for normal operation purposes bears to the area used for normal operation purposes prior to the casualty. The decision of whether or not a given area is usable for normal operation purposes shall be rendered by the District, except that such decision shall have a rational basis. To the extent other appropriate space is available for use in the Building, such space may be utilized by WITA until such time as the Demised Premises are restored to their full use. If the Demised Premises shall be totally damaged or the whole of the Demised Premises shall be rendered untenable by fire or other casualty, WITA may serve notice on the District of its intention to terminate this Lease and if within thirty (30) days thereafter, the District shall not have substantially completed the making of the required repairs and restored and rebuilt the Demised Premises to the level existing immediately prior to the fire or other casualty then, in such event, this Lease shall terminate on the expiration of such thirty (30) day period.

17. The DISTRICT's representatives shall have the right to enter into and upon the Demised Premises, or any part thereof, at all reasonable hours for the purpose of examining same or making such repairs or alterations therein as may be necessary under the requirements of this Lease; provided, however, that the DISTRICT gives the WITA administrator reasonable notice

before entering, except in the case of emergency.

## **INSURANCE**

18. The DISTRICT shall pay for and provide all fire insurance policies insuring the Demised Premises against risks enumerated in "fire insurance" policies (i.e., "all risk," etc.). WITA may carry fire insurance policies to protect its interest insofar as fixtures and other contents are concerned. All such policies are to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against the DISTRICT or WITA in connection with any loss or damage covered by any such policies. Except as provided in Paragraph 19, neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in standard extended coverage insurance, provided such insurance was obtainable at the time of such loss or damage. However, if such insurance policies cannot be obtained or are obtainable only by the payment of any additional premium charge above that charged by companies carrying such insurance without such waiver of subrogation, the party undertaking to carry such insurance shall notify the other party of such fact and such other party shall have a period of ten (10) days after the giving and/or receiving of such notice either to: (a) place such insurance in companies which are reasonably satisfactory to the other party and will carry such insurance with such waiver of subrogation; or (b) agree to pay the additional premium if such policy is obtainable at additional cost. If neither (a) nor (b) is done, this paragraph shall be null and void for so long as either such insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired shall refuse to pay the additional premium charge. If the release of either the DISTRICT or WITA, as set forth in this paragraph, shall contravene any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released but shall be deemed secondary to the latter's insurer.

19. WITA will not knowingly do anything in said Demised Premises, nor knowingly permit anyone else to do anything in said Demised Premises, which will in any way increase the rate of fire insurance without the approval of the DISTRICT.

20. At WITA's own cost and expense, it shall maintain in force at all times hereunder, public liability insurance policies with any standard company licensed to do business in the State of New York with the limitation of at least a combined single occurrence limit of \$3,000,000 for bodily injury and property damage and shall cause the DISTRICT to be named as additional insured thereunder and shall furnish the DISTRICT with certificates of such insurance. At the DISTRICT's own cost and expense, it shall maintain in force at all times hereunder, public liability insurance policies with any standard company licensed to do business in the State of New York with the limitation of at least a combined single occurrence limit of \$3,000,000 for bodily injury and property damage and shall cause WITA to be named as additional insured thereunder and shall furnish WITA with certificates of such insurance.

WITA shall provide said certificates of insurance prior to any work being done at the school.

#### **INDEMNITY**

21. The DISTRICT shall be exempt and held harmless from any and all liability for any damage or injury occurring to person or property caused by or resulting from water, rain, ice, or snow, or from any damage or injury resulting or arising from any other cause, unless such damage or injury is caused by or is due to the gross negligence of the DISTRICT, its agents, employees or invitees.

#### **TERMINATION AND DEFAULT**

22. The DISTRICT shall not declare any default under this Lease or seek to terminate the Lease unless and until it shall have given WITA thirty (30) days written notice at its principal

address to cure any alleged default and WITA has failed to cure the same within such thirty (30) day period. In the case of defaults not capable of being cured within a thirty (30) day period, WITA shall not be deemed in default if WITA commences to cure same with such thirty (30) day period and proceeds promptly and diligently to cure same. If WITA shall default under the lease and WITA shall fail to cure in accordance with this provision, then the District may give WITA ten (10) days' notice of intention to end the term of this lease, and thereupon as the expiration of said ten (10) days (if said condition shall continue to exist) the term under this lease shall expire as fully and completely as if that day were the date herein fixed for the expiration of the term.

23. In the event WITA moves out or is dispossessed and fails to remove any fixtures or other property installed on the Demised Premises by WITA, the said fixtures and property shall be deemed abandoned by WITA and shall become the property of the DISTRICT, or at the DISTRICT's discretion, the DISTRICT may require WITA to remove such items or remove same and bill WITA for the DISTRICT's expenses in connection with such removal.

24. In the event this Lease is terminated due to WITA's default, WITA shall nevertheless remain liable for and shall pay the rent and additional rent which accrues subsequent to the reentry by the DISTRICT, and WITA expressly agrees to pay damages for the breach of the covenants herein contained, the difference between the rent and additional rent reserved and the rent and additional rent collected, if any, by the DISTRICT during the remainder of the unexpired term; such difference shall become due and payable in monthly payments during the unexpired term as the amounts of such difference shall from time to time be ascertained.

25. In the event WITA holds over or fails to vacate the Demised Premises at the

expiration of the Lease, such holding over shall be deemed a month-to-month tenancy, which tenancy may be terminated pursuant to applicable law, and until WITA has vacated the premises WITA agrees to pay the DISTRICT for the monthly use and occupancy charges equal to the rent at the date of expiration, plus fifteen (15%) percent thereof.

26. WITA shall take good care of the Demised Premises and at the end or other expiration of the term, shall deliver same in good order and condition and free of debris, damages by the elements and normal wear and tear excepted. All claims for damages caused by WITA during the term of the Lease shall be made by the DISTRICT to WITA within sixty (60) days after WITA vacates the Demised Premises.

#### **RE-ENTRY BY DISTRICT**

27. If WITA shall default in the payment of any fixed rent or any other sum or charge payable hereunder upon which the sum becomes due, or if this Lease shall expire as provided herein, the DISTRICT may immediately, or at any time thereafter, re-enter into or upon the premises, or any part thereof, in the name of the whole, either by summary dispossession proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that DISTRICT may have, hold and enjoy the premises again as and of its first estate and interest therein. The word "re-enter," and all derivatives thereof used in this paragraph, shall not be restricted to their technical legal meanings.

#### **ALTERATIONS**

28. All changes, alterations, additions, improvements, repairs or replacements to the Demised Premises and the fixtures and equipment thereof by WITA require the prior written



approval of the DISTRICT. All such changes, alterations, additions, improvements, repairs or replacements shall remain the property of the DISTRICT at the termination of the Lease.

29. The DISTRICT reserves the right to make such changes, alterations, additions, improvements, repairs or replacements to the Demised Premises and the fixtures and equipment thereof; provided, however, that there be no unreasonable obstruction of the means of access to the premises or unreasonable interference with the use of the premises when possible and provided there is no additional cost to the DISTRICT, and if practical the DISTRICT will arrange to have all repairs, alteration or other work in the Demised Premises done during hours when school is not in session. Nothing contained herein shall relieve WITA of any duty, obligation or liability with respect to making any repair, replacement or improvement or complying with any law, order or requirement or any governmental or other authority.

#### **SIGNAGE**

30. WITA shall be permitted to erect a ground sign bearing the WITA name, which sign shall be subject to prior approval by the DISTRICT. WITA shall be obligated to comply with any and all state or local laws, rules and/or regulations with regard to such signage. WITA shall also be permitted to place removable signage on the entrance door and corridors, provided such signage does not damage the affected area.

#### **EMINENT DOMAIN**

31. If the whole or any part of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, the terms of the Lease shall cease and terminate from the date of title vesting in such proceeding and WITA shall have no claim against the DISTRICT for the value of any unexpired term of said Lease. No part of any award resulting from the aforementioned proceeding shall belong to and WITA.

## **ASSIGNMENT**

32. WITA may not assign, mortgage, pledge, encumber or otherwise transfer (voluntarily, involuntarily, by operation of law or otherwise) any of its rights or duties under this Lease or sublet the Demised Premises, or any portion thereof, without the DISTRICT's prior written consent.

## **ENVIRONMENTAL HAZARDS**

33. WITA shall not be responsible for pre-existing conditions of environmental contamination, if any, present at the Demised Premises, the Building or the grounds surrounding the Building. To the best of the DISTRICT's actual knowledge there are no conditions of environmental contamination present at the Demised Premises, the Building or the grounds surrounding the Building.

34. WITA shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Demised Premises by its agents, employees, contractors or invitees without the prior written consent of DISTRICT. If the presence of Hazard Materials on the Demised Premises caused or permitted by WITA results in contamination of the Demised Premises or any other property, or if contamination of the Demised Premises or any other property by Hazard Materials otherwise occurs for which DISTRICT is legally liable for damage resulting therefrom pursuant to this Lease, WITA, to the extent allowed by law, shall indemnify, defend and hold the DISTRICT harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Demised Premises, damages for the loss or restriction on use of rentable or unusable space or of any amenity or appurtenance of the Demised Premises, damages arising from any adverse impact of building space or land area, sums paid in settlement of claims, reasonable

attorneys' fees, court costs, consultant fees and expert fees) that arise during or after the Term as a result of the contamination. This indemnification of the DISTRICT by WITA includes, without limitation, costs incurred in connection with the investigation of site conditions or any clean-up remedial work, removal or restoration work required by any Federal, State or local government agency because of Hazard Materials present in the soil of ground water on or under the Land. Without limiting the foregoing, if the presence of any Hazardous Materials on the (or any other property) caused or permitted by WITA results in any contamination of the Demised Premises, WITA shall promptly take all actions at the WITA's sole expense as are necessary to return the Demised Premises to the condition existing prior to the introduction of any such Hazardous Materials, provided that the DISTRICT's approval of such actions is first obtained.

35. For purposes of this Lease, the term, "Hazardous Materials" shall mean (i) any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) CERCLA, SARA, RCRA, or any other Environmental Law as now or at any time hereafter in effect; (ii) any other waste, substance or material that exhibits any of the characteristics enumerated in 40 C.F.R. §§261.20 through 261.24, inclusive, and those extremely hazardous substances listed under Section 902 of SARA that are present in threshold planning or reportable quantities as defined under SARA and toxic or hazardous chemical substances that are present in quantities that exceed exposure standards as those terms are defined under Section 6 and 8 of OSHA and 29 C.F.R. Part 1910; (iii) any asbestos or asbestos containing substances whether or not the same are defined as hazardous, toxic, dangerous waste, a dangerous substance or dangerous material in any Environmental Law; (iv) "Red Label" flammable materials; (v) all Laboratory Waste and by-products; and (vi) all biohazardous materials "Environmental Laws" shall mean any and all Federal, state, local, or municipal laws, rules, orders, regulations, statutes,

ordinances, codes, decrees or requirements of any Governmental Authority regulating, relating to or imposing liability or standards of conduct concerning environmental conditions at the Demised Premises, Building or Property as now or may at any time hereafter be in effect, including but not limited to and without limiting the generality of the foregoing, The Clean Water Act also known as the Federal Water Pollution Control Act, 88 U.S.C. §§1251 et seq., the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§186 et seq., the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., the Surface Mining Control and Reclamation Act, §1201 et seq., 80 U.S.C. §1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §§9601 et seq., the Superfund Amendment and Reauthorization Act of 1986 (“SARA”), Public Law 99-499, 100 Stat. §1818, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101 et seq., the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§6901 et seq., and the Occupational Safety and Health Act as amended (“OSHA”), 29 U.S.C. §655 and §657, together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof;

#### **MISCELLANEOUS**

36. WITA agrees to permit the DISTRICT to show the Demised Premises to persons wishing to rent or purchase the same on or after the sixth month preceding the expiration of the term of the Lease.

37. The failure of either the DISTRICT or WITA to insist upon a strict performance of any of the terms, conditions, and covenants herein, shall not be deemed a waiver of any rights or remedies that the DISTRICT or WITA may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained. This

instrument may not be changed, modified, discharged or terminated orally.

38. For the purpose of the Lease, "negligence" or "fault" on the part of WITA or the District shall include the negligent or wrongful acts of WITA' and the District's employees, representatives, agents, invitees and licensees.

39. This Lease constitutes the entire agreement and understanding between the parties with respect to the transactions contemplated by them and supersedes all prior discussions, agreements, representations, warranties and undertakings, written or oral, of any and every nature with respect thereto.

40. Any notice given pursuant to this Lease shall be in writing, and shall be sent by personal delivery, by certified mail, return receipt requested, or by Federal Express or other recognized overnight courier, at the parties' addresses above-stated, and shall indicate: "Attention: Business Office."

#### **BROKER**

41. WITA states, with respect to the terms, conditions and provisions of this Lease as set forth herein, that no real estate broker, agent or finder other than Winkler Real Estate brought about the terms and conditions of this Lease and that no third-party has any rightful claim to a finder's fee, commission or other payment as a result of this Lease. The District agrees to pay Winkler Real Estate a commission due for its services pursuant to a separate written agreement.

#### **HEADINGS**

42. The descriptive headings of the sections of this Lease are for convenience only and do not constitute a part of the Lease.

#### **GOVERNING LAW**

43. The Lease shall be governed in all respects by the laws of the State of New York

applicable to leases made and to be performed wholly therein.

**IT IS UNDERSTOOD AND AGREED** that the covenants contained in this Lease shall be binding upon the parties hereto and upon their respective successors.

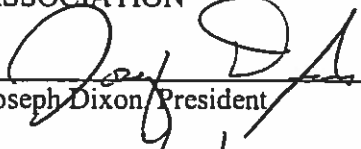
**IN WITNESS WHEREOF**, the parties have caused this instrument to be signed and executed by their fully appointed officers.

BOARD OF EDUCATION WEST ISLIP  
UNION FREE SCHOOL DISTRICT

\_\_\_\_\_  
Steven Gellar, President

\_\_\_\_\_  
Date

WEST ISLIP TEACHERS  
ASSOCIATION

  
\_\_\_\_\_  
Joseph Dixon, President

\_\_\_\_\_  
Date

7/19/18

# WESTBROOK ELEMENTARY SCHOOL FIRST FLOOR PLAN

