

AGENDA



BOARD OF EDUCATION

May 9, 2019

Beach Street Middle School
17 Beach Street

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

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
May 9, 2019

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards only. (Name and address required) - This will be limited to 20 minutes 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 April 16, 2019 Planning Session.
- VI. **RECOGNITION**
 - A) **Science Olympiads**

Beach Street Middle School: Kristie Ferruzzi and Andrea Miller, Advisors
Nathaniel Butler, James Delaney, Eugene Ditaranto, Jonathan Galeas, Lola Handley, Kerem Kasap, Julia Kennedy, Caylee Klimusko, Gannon Klimusko, Connor McNamee, George Mora, Kathryn Mushorn, Ryan Northorn, Ella Okurowski, Christopher Palazzo, Caelie Pappone, Joseph Pappone, Christopher Pirogato, Alexander Prokopiou, Markos Prokopiou, Matthew Regina, Mason Solomon, Michael Spence, Michael Washington

Udall Road Middle School ~ Kristine Hagens, Advisor
Francesco Aguanno, Ryan Cascino, Jacob Cascio, Rachel Crumlich, Rylie Crumlich, Braedon Dedovich, Jack Greene, Luis Kinney, Fiona McKay, Aidan Okurowski, Andrew Petrillo, Alexander Poteat, Andrew Rao, Abdul Salim

West Islip High School ~ Linda Tong, Advisor
Samuel Ahrens, Austin Barone, Nicolette Basile, Alexa Camillery, Gabrielle Camillery, Scott Demarest, Madison Esposito, Max Esposito, Samantha Ismail, Derek Kim, Caden Kruer, Cameron Lewandowski, Cole Mariano, Courtney Metzger, Thomas Pjaffe, Gianna Pillitteri, Paul Pillitteri, Michael Pleitez, Anna Rents, Jake Turcios, Deah Zajmi
 - B) **Science Research** ~ Mary Kroll and Alexandra Nohowec, Advisors
Michael Alexander, Marisa Calderone, Gabrielle Camillery, Ryan Comerford, Jason DeCoteau, Rachel Denzler, Madison Esposito, Catherine Fregosi, Robert Gruskin, Robert Hoyer, Christopher Hueber, Maximus Hujik, Derek Kim, Vanessa Kramer, Gizela Makym, Jake Maresca, Kyle Nelson, Sara O'Sullivan-Bakshi, Michael Pleitez, Samantha Soevyn, Tristan Tran, Evan Trommer
 - C) **Town of Islip Anti-Bias Task Force** ~ Fran Ahearn and Kathleen Crowley, Advisors
April Allegretto, Unib Awan, Jake Brickman, Kamryn Cinotti, Ariel Glass, Olivia Hargraves, Anna Kalinowski, Amy McCann, Julianna Orkin, Yanselis Ortiz, James Sladky
 - D) **New York State Master Teacher** ~ *Mary Kroll*
 - E) **Senator Phil Boyle Teacher of Excellence** ~ *Denise Cain*
 - F) **Teachers Appreciation Week** ~ *West Islip Teachers' Association*
 - G) **National School Nurse Day** ~ *West Islip Nurses' Chapter of WTTA*
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
 - A) **Approval of Curriculum Writing Projects**

Coding
Technology 1
Technology 2
- IX. **REPORT OF BOARD COMMITTEES**
 - A) **Finance Committee** {5/7/2019}
 - B) **Buildings and Grounds Committee** {5/7/2019}
 - C) **Committee on Special Education/Preschool Special Education Recommendations**
re: classification/placement/I.E.P. modifications of students as delineated {5/9/2019}
 - D) **Health and Wellness Committee** {4/16/2019}

X. FINANCIAL MATTERS

- A) Treasurer's Report

XI. BUSINESS ITEMS

- A) Approval of Budget Transfers

- B) Approval of 2019-2020 Contracts

1. Da Vinci Education & Research, LLC
2. Home Care Therapies, LLC, d/b/a/ Horizon Healthcare Staffing
3. Little Angels Center, Inc.
4. Metro Therapy

- C) Approval of Surplus

1. Miscellaneous Technology equipment ~ Beach
2. Miscellaneous IT/AV equipment

- D) Approval of Health Service Contract

1. Plainedge Union Free School District ~ \$768.59

- E) Approval of Resolutions

1. Donation of physical education equipment \$5,500 value → WIHS
2. Donation of Hyundai Elantra \$5,587 value → WIUFSD
3. Donation of 70" television \$ 900 value → Bayview
4. Rejection of Security Vestibule Addition Bid
5. Rejection of the Purchase of New Engine Lathe Machine Bid

- F) Approval of Bids

1. #1902 All Color Business Specialties
2. #1903 Long Island Equipment Service, Inc.
3. #1904 Advantage Music
4. #1906 Commercial Instrumentation Services
5. #1907 Ideal Fence Corporation
6. #1908 BSN Sports, Riddell
7. #1909 Winters Bros. Hauling of Long Island, LLC
8. #1911 Tormach, Inc.
9. #1912 Tormach, Inc.
10. #1913 Shop Sabre CNC
11. #1915 Suffolk Auto Driving School

XII. PRESIDENT'S REPORT

- A) Approval of Memorandum of Agreement ~ WISE and UPSEU summer hours
- B) Approval of Memorandum of Agreement ~ Nurses' Chapter of WITA Negotiated Agreement
- C) Approval of Amendment to Masera Lease Agreement
- D) Approval of Resolution ~ establishing TRS sub-fund

XIII. SUPERINTENDENT'S REPORT

XIV. NOTICES/REMINDERS

XV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

- XVI. 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.*

- XVII. 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.*

- XVIII. CLOSING** - Adjournment

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
April 26, 2019 – District Office**

PRESENT: Mr. Gellar, Mr. Antonello, Mr. Brady, Mr. Maginniss, Mr. Michaluk

ABSENT: Mrs. LaRosa, Mr. O'Connor

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

ABSENT: None

Meeting was called to order at 7:35 p.m. followed by the Pledge.

APPROVAL OF MINUTES:

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve the minutes of the April 4, 2019 Board of Education Regular Meeting.

PERSONNEL:

Motion was made by Ron Maginniss seconded by Paul Michaluk and carried when all Board members present voted in favor to approve ADMINISTRATIVE: RESIGNATION: Lisa Martinolich-Tuozzolo, Assistant Principal, effective June 30, 2019 (High School).

Motion was made by Kevin O'Connor seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING: LEAVE OF ABSENCE (unpaid) (Pursuant to the Family Medical Leave Act of 1993-12-week continuous medical coverage): Soley Vita, Elementary, effective April 15, 2019 to May 31, 2019 (Paul J. Bellew).

Motion was made by Ron Maginniss seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve TEACHING: AMENDMENT TO RETIREMENT DATE: Maria LaPinta, World Languages, effective July 28, 2019 (32 years; approved at the April 4, 2019 BoE meeting).

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$12.00/hr.): Racquel Califano-Kadet, effective April 17, 2019.

Motion was made by Kevin O'Connor seconded by Richard Antonello and carried when all Board members present voted in favor to approve OTHER: DRIVER EDUCATION 2019-2020: Timothy Horan, Coordinator - \$5,217 (\$1,739/semester).

DISCUSSION: The Board of Education discussed holding evening games under the new lights on the main turf field. The Board expects enhanced security measures and for all teams to have an equal opportunity to participate. Mrs. Burns advised that additional security measures will be taken. There will be limited night games to begin, and primarily for football, but all teams will be given the opportunity as the community becomes acclimated to the evening events.

Motion was made by Ron Maginniss seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve adoption of the 2019-2020 School District Budget - \$125,903,812.

Motion was made by Ron Maginniss seconded by Paul Michaluk and carried when all Board members present voted in favor to approve ESBOCES 2019-2020 Administrative Budget and Board Election.

Motion was made by Ron Maginniss seconded by Richard Antonello and carried when all Board members present voted in favor to approve Personnel for Annual Meeting - School Budget Vote/Trustee Election May 21, 2019.

Motion was made by Ron Maginniss seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve District Plan for Special Education 2018-2020.

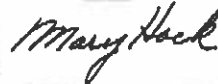
Motion was made by Ron Maginniss, seconded by Kevin O'Connor and carried when all Board members present voted in favor to adjourn to Executive Session at 7:40 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:30 p.m. on motion by Kevin O'Connor, seconded by Ron Maginniss and carried when all Board members present voted in favor.

Paul Michaluk discussed "Spring into Wellness Night" on June 12, 2019 and asked about "no homework" that night to encourage participation for Grades K-8. Mrs. Burns will share that request with the building administrators.

Meeting adjourned at 8:32 p.m. on motion by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

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

PERSONNEL:

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

ADMINISTRATIVE

A-1 PROBATIONARY APPOINTMENT

James Grover, Director of Mathematics, Business, and Family and Consumer Sciences
Effective July 1, 2019
(Districtwide; \$135,000; replacing Kathleen Sapanski {retired})

TEACHERS

T-1 RESIGNATION

Julia Cardo, Science
Effective August 31, 2019
(Beach/Udall)

James Grover, Mathematics
Effective July 1, 2019
(High School)

Michael Perna, World Languages
Effective August 31, 2019
(High School)

Brandy Ugenti, ESL/ENL (.6)
Effective May 10, 2019
(Oquenock)

CIVIL SERVICE

CL-1 RETIREMENT

Diane Larkin, Security Paraprofessional
Effective June 26, 2019
(18 years)

OTHER

ADULT EDUCATION 2019-2020

Michelle Grover, Secretary - \$7,022 (\$3,511/semester)

DRIVER EDUCATION SECRETARY 2019-2020

Dorothy Rabin, Secretary - \$3,792 (\$1,264/semester)

ENRICHMENT 2019-2020

John Ruggiero, Coordinator - \$5,385 (\$1,795/semester)

ENRICHMENT SECRETARY 2019-2020

Dorothy Rabin, Secretary - \$2,325 (\$775/semester)

OTHER, continued

PSAT/SAT 2019-2020

Dennis Adams, Coordinator - \$5,164

HOMEBOUND INSTRUCTOR (\$30.00/hr)

Erin Auer, effective May 10, 2019
Phyllis Clements, effective March 29, 2019
Alexa Key, effective May 10, 2019
William Ponce, effective May 10, 2019

SUBSTITUTE TEACHER (\$115 per diem)

Erin Auer, effective May 10, 2019
Jessica Burton, effective May 10, 2019
Danielle Carboni, effective May 10, 2019
Alexa Key, effective May 10, 2019
William Ponce, effective May 10, 2019
Katherine Schweitzer, effective May 10, 2019
Erika Teich, effective May 10, 2019

SUBSTITUTE TEACHING ASSISTANT (\$85 per diem)

Erin Auer, effective May 10, 2019
Danielle Carboni, effective May 10, 2019
Alexa Key, effective May 10, 2019
William Ponce, effective May 10, 2019

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2019, 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 Da Vinci Education & Research, LLC (hereinafter the "CONSULTANT"), having a principal mailing address of 550 North Country Road, Suite B, Saint James, New York 11780.

A. TERM

1. The term of this Agreement shall be from July 1, 2019 through June 30, 2020, 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:

EVALUATIONS, RELATED SERVICES AND PROFESSIONAL DEVELOPMENT AS PER ATTACHED RATE SHEET

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

D. COMPENSATION

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

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

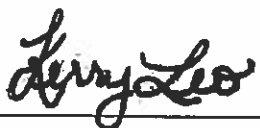
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

Da Vinci Education & Research, LLC

West Islip Union Free School District

BY:



Kerry Leo, Director

BY:

President, Board of Education

Da Vinci Education & Research LLC
Services, Staff Development and Training Packages
2019-2020

Student Services

Specialized Instruction on-site at Da Vinci	\$110/hr
Specialized Instruction (in district, 1:1)	\$125/session
Student/Teacher Consultation (including CSE participation)	\$200/up to one hr
Student/Teacher Consultation w/Specialized Instruction	\$200/up to one hr
Resource Room Services (private or parochial school)	\$50/per half hour session/per child (\$150 max)

Student Assessment/Evaluation

Independent Educational Evaluation	\$2,000
-Complete academic evaluation using standardized measures including assessment of all components of reading, writing, and math. Comprehensive report of findings and suggested recommendations as well as debrief sessions with parent and district included.	
Functional Academic Assessment and Comprehensive Consult	\$1,750
-Includes records review, initial student screening onsite, student classroom observation, summary report of findings and recommendation, post assessment observation and screening onsite.	
Psychological/Educational Evaluations and Psychological Evaluations	TBD
-Available upon request	

Speech-Language Services

Speech Evaluation	\$600
Speech Therapy Session (1:1)	\$50/30 min
Speech Therapy Session (Group-3:1)	\$100/30 min

Behavioral Services

Functional Behavior Assessment/Behavior Intervention Plan	\$125/hr
Behavior Consultation (In School)	\$120/hr
Behavior Consultation (In Home)	\$105/hr
Parent Training	\$105/hr
ABA and SEIT Services (Home or School)	\$45/30 min

Professional Development and Training Packages

2 to 3 Hour Superintendent's Conference Day Seminar unlimited participants	\$2,000
2 to 5 Day Customized Staff Development Workshops	\$3,000/day
Daily Consulting Rates	\$2,500/day per consultant

-Workshop rates are for up to 30 participants. Additional participants will be billed at an individual rate.
-Materials & Printing are an additional cost.



550 North Country Road
Saint James, NY 11780

Assistive Technology

@

Da Vinci Education & Research

2019-2020

RATE SHEET

Services

<u>Full Independent Assistive Technology Evaluation</u>	\$1,750.00
This would be a standalone education-based evaluation created in direct consultation with all pertinent staff, parents, and direct assessment for a specific student. It includes a comprehensive review of documents, artifacts, and facilities to best incorporate recommendations into the student's program. This may include collaboration with staff including interfacing with site visits or structured observation as "eyes and ears". A meeting with CSE or district staff either by phone or in person at a mutually agreed upon time to discuss the report will be included.	
<u>Assistive Technology Consultation</u>	\$200.00
Meet with school district personnel to discuss the specific AT needs of the student. (including CSE participation) up to 1 hour	
<u>Assistive Technology Consultation & Review of Documents</u>	\$750.00
Includes a consultation with school district personnel and review of all related documents. A written report will be included with recommendations.	
<u>Assistive Technology Session with student</u>	\$125.00
(per session: 30-45min) 1:1 with student and/or parent using recommended programs/technology. Support will be provided in-district.	
<u>Assistive Technology Session at Home with student</u>	\$150.00
(1 hour session) 1:1 with student using recommended programs/technology. Support will be provided at our center or at home.	
<u>Assistive Technology Session at Home with parent</u>	\$150.00
(1 hour session) 1:1 with parent recommended programs/technology. Support will be provided at our center or at home.	

Addendum to an Existing Contract

2019-2020 School Year

This document is in reference to a contract agreement dated ___/___/___, between the following parties that are named below in this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

Stated Contract for:

Special Rate Schedule

All services except Resource Room provided in the home, private or parochial schools will be billed at the rate of \$50.00 per half hour session per child.

Resource Room will be billed at the rate of \$50.00 per 30 minute individual session per child and \$36.00 per child per 30 minute session for a group of 2-5.

School District Based Evaluations

Speech	\$275
Psychological	\$495
Neuropsychological	\$3,500
Social History	\$110
Psychological/ED	\$825
Education by Psychologist	\$385
Education by Special Educator	\$300

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

Name of Agency: Da Vinci Education & Research LLC

Signature 

Print Name Kerry Leo Date 4/19/19

School District: West Islip School District

Signature _____

Print Name _____ Date _____

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

and

DaVinci Education & Research

Supplemental Agreement dated this 1st day of July, 2019 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Da Vinci Education & Research, LLC (the "Contractor") located at 550 North Country Road, Suite B, St. James, New York 11780.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

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

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

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

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

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

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

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

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

DaVinci utilizes G Suite Business to store electronic data. G Suite Business is subject to regular audits by third-party auditors to conform to industry standards. Hard copy documents will be placed in locked filing system.

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.

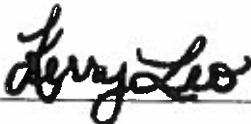
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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.

Da Vinci Education & Research, LLC

WEST ISLIP UFSD

By: 

By: _____

Print Name: Kerry Leo

Print Name: Steven D. Gellar

Title: Director

Title: President, Board of Education

Date: 4/19/19

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2019, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing (hereinafter the "CONSULTANT"), having a principal mailing address of 20 Jerusalem Avenue, 3rd floor, Hicksville, NY 11801.

A. TERM

1. The term of this Agreement shall be from July 1, 2019 through June 30, 2020, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

- b. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
5. District agrees not to hire a nurse referred by Horizon Healthcare Staffing within one year of the referral without written permission from Horizon.

C. SERVICES AND RESPONSIBILITIES

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

**NURSING SERVICES AS PER ATTACHED RATE SHEET
FOR SUMMER AND FALL**

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

D. COMPENSATION

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

E. INSURANCE

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

F. TERMINATION

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

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

I. SEVERABILITY

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

J. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

K. ENTIRE AGREEMENT

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

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

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

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

West Islip Union Free School District

BY:

Lucy Longo, CVT
Executive Director 4/19/19

BY: _____

President, Board of Education

Provider Services Quotation Sheet –
West Islip UFSD

Special Education Services for school years: 2019 - 2022(3 Years)

Evaluations	Session	Rate
Audiological	Per Evaluation	
Central Auditory Processing	Per Evaluation	
Educational	Per Evaluation	
FBA/BIP	Per Evaluation	
Neurological		
Neuropsychological Evaluation		
Occupational Therapy Evaluation	Per Evaluation	
Physical Therapy Evaluation	Per Evaluation	\$175
Psychiatric Evaluation		
Psycho-Educational Evaluation	Per Evaluation	
Psychological Evaluation	Per Evaluation	
Social History	Per Evaluation	
Speech-Language Evaluation	Per Evaluation	\$175
Services	Session	Rate
Behavior/ Autism Consulting	30 Min Session	
Hearing Itinerant Services	30 Min Session	
Occupational Therapy - Group	30 Min Session	\$38 per student group / A group 3 students
Occupational Therapy - Individual	30 Min Session	\$52 / 30 MIN @ one site
Orientation & Mobility Service	30 Min Session	
Parent Training & Counseling	30 Min Session	
Physical Therapy - Group	30 Min Session	\$38 / Per student / A group 3 students
Physical Therapy - Individual	30 Min Session	\$52 / 30 MIN @ one site
Resource Room - Group	30 Min Session	
Resource Room - Individual	30 Min Session	
Speech Services - Group	30 Min Session	\$38 PER student / A group 3 students
Speech Services - Individual	30 Min Session	\$52 / 30 MIN @ one site
Vision Itinerant Services	30 Min Session	
Consult Teacher Service	30 Min Session	
Special Education Teacher in District	30 Min Session	
Teacher Assistant	30 Min Session	
CSE Meeting Attendance	30 Min Session	\$43 / PER 30 / MIN / Provided if go longer
Professional Development	Per Day	
Nursing Services	Session	Rate
Nursing Services - RN	Per Hour	\$50 - health office / trips / Pls. refer to rate schedule
Nursing Services - LPN	Per Hour	\$41 / hr.
Nursing Rates - Please refer to the Attached Rate schedule, following this quotation sheet.		

Request for Proposals for Special Educational and Related Services

PROPOSAL SHEET

PRICE TO REMAIN THE SAME FOR 3 YEARS.

(Use a separate sheet for each proposal being submitted by Provider)

Name of Provider: Home CARE Therapies dba/ Horizon Healthcare Staffing

Contact Name and Title: Tina Longo, Director of Medical Services

Address: 20 Jerusalem Avenue, Hicksville, NY 11801

Telephone #: (516) 326-2020 Fax #: (516) 719-7373

Email: tlongo@hhstaff.com

Rate information that would be included in a potential agreement with the District must be submitted for each proposal.

Tina Longo, CMT
Officer of Company (Signature)
Home CARE Therapies dba/ Horizon Healthcare Staffing
Company Name

Director of Med. Services
Title

2/20/19
Date

20 Jerusalem Avenue
Hicksville, NY 11801
Address

(516) 326-2020
Telephone
(516) 719-7373
Fax Number

Email Address tlongo@hhstaff.com



**Homecare Therapies LLC/dba Horizon Healthcare Staffing
School Services and Rates
2019-2020 School Year**

Registered Nurse (RN)	\$50.00 per hour - Health Office/Trip
Registered Nurse (RN)	\$51.50 per hour - 1:1 (Skilled Nursing Services)
Registered Nurse Specialty	\$56.50 per hour- 1:1(enhanced nursing services for medically fragile special needs students)
Register Nurse Visit (dispense meds)	\$85.00 per hour
Licensed Practical Nurse (LPN)	\$41.00 per hour
Certified Nursing Assistant (CNA)	\$25.00 per hour
Paraprofessional (HA)	\$22.50 per hour
Student Transportation ONLY*	\$75.00 per hour- (one hour minimum each way)
Social Worker	\$45.00 per hour
ABA (Board Certified) Therapist	\$125.00 per 90 minute session
ABA (non certified)	\$65.00 per hour
ABA Evaluations	\$125.00per hour

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

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

- If the same nurse works in the School District more than 40 hours in a week, Horizon will bill 1.5 times the rates above to account for overtime.
- The minimum daily school or trip assignment is four (4) hours. School or trip assignments lasting less than four (4) hours will be billed for the entire four (4) hours.
- Visits for specific medical procedures will be billed at the visit rate of \$85/visit.



Related Educational Services
Session Rates

Occupational Therapist (OT)	\$52.00	per thirty (30) minute individual session for two (2) or more students at one site*
Physical Therapist (PT)		
Speech Therapist (ST)	\$38.00	per student in a thirty (30) minute group session. A group consists of up to three (3) students at one site *
	\$175.00	per evaluation
CSE Consultation Meetings for OT, PT, ST		Provided at a rate of \$43 per thirty (30) minute session (billing will be prorated for longer sessions)*
PTA and COTA	\$45.00	per thirty(30) minute individual session at one site for two(2) or more students.*
	\$25.00	per student in a thirty(30) minute group session. A group consists of up to three(3) students at one site*
	\$175.00	per evaluation
Prepare Reports		Billed at \$80 per hour (prior school district authorization required)

Horizon can provide a therapist for a minimum of four (4) consecutive hours at a rate of \$95 per hour (must be specifically authorized by school district for hourly billing)

In case of a students unreported absence from a session the school district will be billed unless 2 hours notice of the student's absence is given to Horizon.

*** Mandates of more than thirty(30) minutes will be prorated**

*** When Occupational, Physical, and or Speech Therapy Services are provided for one single student at a site or home based the rate is \$90 per thirty (30) minute session.**

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

and

Horizon Healthcare

Supplemental Agreement dated this 1st day of July, 2019 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing (the "Contractor") located at 20 Jerusalem Avenue, 3rd floor, Hicksville, NY 11801.

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

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

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

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

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

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

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

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

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

*Student, Principal + Teacher Data, will be
kept in a locked office in a locked
cabinet away from the work space -
with only limited access -*

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

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

WEST ISLIP UFSD

By: *Tina Longo, CMT*
Print Name: TINA LONGO CMT
Title: Director of Medical Staffing
Date: 4/15/19

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

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2019, 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, 2019 through June 30, 2020, 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

**Proposal for Services
July 1, 2019-June 2020**

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:

- \$45 per individual 30 minute session
- \$59 per group of 2-5 students.
- \$195 per evaluation
- PROMPT therapy \$75 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

Special Education Services for school years: 2019 - 2022(3 Years)

Evaluations	Session	Rate
Audiological	Per Evaluation	
Central Auditory Processing	Per Evaluation	
Educational	Per Evaluation	
FBA/BIP	Per Evaluation	
Neurological		
Neuropsychological Evaluation		
Occupational Therapy Evaluation	Per Evaluation	195
Physical Therapy Evaluation	Per Evaluation	195
Psychiatric Evaluation		
Psycho-Educational Evaluation	Per Evaluation	
Psychological Evaluation	Per Evaluation	400
Social History	Per Evaluation	300
Speech-Language Evaluation	Per Evaluation	195
Services	Session	Rate
Behavior/ Autism Consulting	30 Min Session	
Hearing Itinerant Services	30 Min Session	
Occupational Therapy - Group	30 Min Session	59
Occupational Therapy - Individual	30 Min Session	45
Orientation & Mobility Service	30 Min Session	
Parent Training & Counseling	30 Min Session	85/hour
Physical Therapy - Group	30 Min Session	59
Physical Therapy - Individual	30 Min Session	45
Resource Room - Group	30 Min Session	
Resource Room - Individual	30 Min Session	
Speech Services - Group	30 Min Session	59
Speech Services - Individual	30 Min Session	45
Vision Itinerant Services	30 Min Session	45
Consult Teacher Service	30 Min Session	70/hour
Special Education Teacher in District	30 Min Session	
Teacher Assistant	30 Min Session	
CSE Meeting Attendance	30 Min Session	45
Professional Development	Per Day	
Nursing Services	Session	Rate
Nursing Services - RN	Per Hour	
Nursing Services - LPN	Per Hour	
PROMPT - evaluation	per eval	600
PROMPT therapy	30 min	75

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

and

Little Angels Center, Inc.

Supplemental Agreement dated this 1st day of July, 2019 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

- 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.]*

- Secured Server / Firewall / encrypted data
- Locked + Fire proof File Cabinets w/ limited
access to select staff

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.

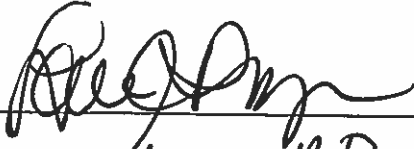
c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

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: _____

4/16/19

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2019, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Metro Therapy (hereinafter the "CONSULTANT"), having a principal mailing address of P.O. Box 6005, Hauppauge, NY 11788-9005.

A. TERM

1. The term of this Agreement shall be from July 1, 2019 through June 30, 2020, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

SEE ATTACHED SERVICES AND RATE SHEET

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

D. COMPENSATION

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

E. INSURANCE

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

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

2. CONSULTANT shall provide the DISTRICT 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

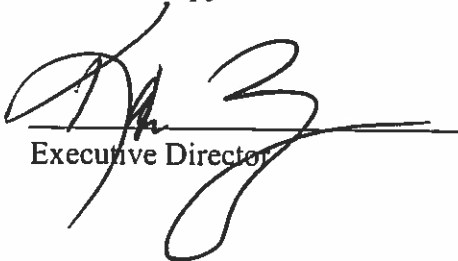
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

Metro Therapy

West Islip Union Free School District

BY:


Executive Director

BY: _____

President, Board of Education

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

SCHEDULE A – Page 1 of 2
PROPOSED RATES FOR West Islip UFSD
(July 1, 2019-June 30, 2023)

THIS SCHEDULE MUST BE ATTACHED TO ANY CONTRACT AWARDED

Individual Session

O.T. R., PT, Speech, Counseling (Includes push-ins, pull-outs, consultation and observations)	\$42.50 ½ hour
C.O.T.A. (Certified O.T. Assistant) (Includes push-ins, pull-outs, consultation and observations)	\$38.50 ½ hour
Vision Services	\$63.00 ½ hour
Teacher of the Deaf Services	\$63.00 ½ hour

Group Session (up to 5 students)

O.T. R., PT, Speech, Counseling (Includes push-in and pull-out sessions)	\$63.00 ½ hour
C.O.T.A. (Includes push-in and pull-out sessions)	\$56.50 ½ hour

OT/PT Screenings

\$45.00 per screening

Evaluations

OT/PT	\$190.00 each
Speech	\$275.00 each
Neuropsychological	\$3600.00 each
Psychological	\$475.00 each
A-DOS	\$550.00 each
Psychological/Ed	\$775.00 each
Social History	\$100.00 each
Classroom Observation w/report	\$100.00 each
Education by Psychologist	\$375.00 each
Education by Spec Educator	\$275.00 each
Bilingual OT/PT	\$200.00 each
Bilingual Speech	\$375.00 each
Bilingual Psychological	\$575.00 each
Bilingual Psychological/Ed	\$875.00 each
Bilingual Social History	\$175.00 each
Bilingual Education by Psychologist	\$475.00 each
Bilingual Education by Spec Educator	\$375.00 each
Assistive Technology/AAC	\$1800.00 each
Vision and Hearing	\$300.00 each
Central Auditory Processing (CAP)	\$1750.00 each

Whole Classroom Push-ins OT

\$70.00 ½ hour

Handwriting Groups

\$65.00 per half hour up to 8 children

Behavior Intervention

Consults (BCBA)	\$125.00 per hour in school
Consults (non-BCBA)	\$100.00 per hour in school
BIS/Family Training (BCBA)	\$130.00 hour individual in home
BIS/Family Training (non-BCBA)	\$120.00 hour individual in home
FBA/BIP	\$125.00 per hour
Autism/PDD Training	\$175.00 per hour
CPI Training (not to exceed 30 participants)	
Groups of up to 20 participants	\$2000.00 per day / \$1050.00 per ½ day
Participant Workbooks	\$20.00 each

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

Schedule A – Page 2 of 2

Translations

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

Meetings

CSE Meeting	\$42.50	per half hour
Team Meeting	\$42.50	per half hour

Special Rate Schedule

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

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

- \$1,600.00 per day; \$850.00 per ½ day
- \$300.00 per hour - 2 hours or less

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

Reports – All progress reports, annual review testing and goals will be inputted in to the School District IEP system at no charge. If Metro Therapy, Inc. is required to input SPAMS, Medicaid Notes or any other report, a charge of \$50.00 per half hour per therapist per month.

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

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

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

Provider Services Quotation Sheet –
West Islip UFSD

Special Education Services for school years: 2019 - 2022(3 Years)

Evaluations	Session	Rate
Audiological	Per Evaluation	
Central Auditory Processing	Per Evaluation	
Educational	Per Evaluation	
FBA/BIP	Per Evaluation	
Neurological		
Neuropsychological Evaluation		
Occupational Therapy Evaluation	Per Evaluation	
Physical Therapy Evaluation	Per Evaluation	
Psychiatric Evaluation		
Psycho-Educational Evaluation	Per Evaluation	
Psychological Evaluation	Per Evaluation	
Social History	Per Evaluation	
Speech-Language Evaluation	Per Evaluation	
Services	Session	Rate
Behavior/ Autism Consulting	30 Min Session	
Hearing Itinerant Services	30 Min Session	
Occupational Therapy - Group	30 Min Session	
Occupational Therapy - Individual	30 Min Session	
Orientation & Mobility Service	30 Min Session	
Parent Training & Counseling	30 Min Session	
Physical Therapy - Group	30 Min Session	
Physical Therapy - Individual	30 Min Session	
Resource Room - Group	30 Min Session	
Resource Room - Individual	30 Min Session	
Speech Services - Group	30 Min Session	
Speech Services - Individual	30 Min Session	
Vision Itinerant Services	30 Min Session	
Consult Teacher Service	30 Min Session	
Special Education Teacher in District	30 Min Session	
Teacher Assistant	30 Min Session	
CSE Meeting Attendance	30 Min Session	
Professional Development	Per Day	
Nursing Services	Session	Rate
Nursing Services - RN	Per Hour	
Nursing Services - LPN	Per Hour	

*Please see
attached
rate sheets
and addendum*

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

and

Metro Therapy, Inc.

Supplemental Agreement dated this 1st day of July, 2019 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Metro Therapy, Inc.** (the "Contractor") located at 1363-8 Veterans Memorial Highway, Hauppauge, NY 11795.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

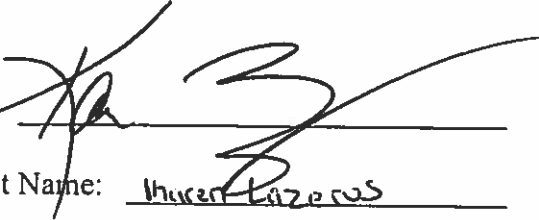
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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

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

METRO THERAPY, INC.

WEST ISLIP UFSD

By: 
Print Name: Vincent Lazerus
Title: BVP - Director of Facilities
Date: 4/18/19

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

WEST ISLIP HIGH SCHOOL
ENGINEERING TECHNOLOGY



Engineering the Future, Today...

To: Elisa Pellati
From: Brian Buonomo, HS Technology
Date: 10/5/2018
Re: Surplus Equipment Request

The following equipment and materials are beyond repair or operational for classroom use.

ITEM	Description	WIUFSD Inventory TAG
1	TABLE TOP DRILL BEACH STREET MS ROOM 306	001992
2	14" Wood Bandsaw BEACH STREET MS ROOM 306	4196

Mr. Brian Buonomo
Lead Teacher for Engineering Technology
West Islip High School
1 Lions Path, West Islip, NY 11795
b.buonomo@wi.k12.ny.us / 631.504.5877

INTEROFFICE MEMORANDUM

TO: ELISA PELLATI, ASSISTANT SUPT. FOR BUSINESS

FROM: REANNA FULTON, DIRECTOR OF TECHNOLOGY

SUBJECT: SURPLUS EQUIPMENT

DATE: APRIL 30, 2019

CC: BERNADETTE BURNS, SUPT. OF SCHOOLS
AMIT PATHAK, NETWORK CONSULTANT

I am requesting to surplus the following end of life or use IT/AV equipment for disposal:

Location	Model	Serial
H.S	HP 6305 CPU	2UA3030SXR
H.S.	HP 6305 CPU	2UA3030SXH
H.S	HP LA2006X monitor	CNC249QQY8
DO	HP LA 2205 monitor	3CQ0470K24
DO	Princeton monitor	WCCD1100789
DO	Mac Monitor	W8738GUNX85
DO	HP Mini 5101 lap top	CNU0023HCX
DO	HP Mini 5101 lap top	CNU0023HCL
DO	HP Mini 5101 lap top	CNU0023HDW
DO	HP Mini 5101 lap top	CNU0023HDJ
DO	HP Mini 5101 lap top	CNU0023HF(
DO	HP Mini 5101 lap top	CNU0023HG2
DO	HP 6475B pro book	CNU3299302
DO	HP 6475B pro book	CNU32992WV
DO	HP 6475B pro book	CNU3299312
DO	HP 6475B pro book	CNU21027NT
DO	HP 6475B pro book	CNU32992ZN
DO	HP 6475B pro book	CNU32992Z4
DO	HP 6475B pro book	CNU32992XJ

DO	HP 6475B pro book	CNU32992WN
DO	HP 6475B pro book	CNU32992XZ
DO	HP 6475B pro book	CNU329930Q
DO	HP 6475B pro book	CNU3299317
DO	HP 6475B pro book	CNU32992W3
DO	HP 6475B pro book	CNU32992YP
DO	HP 6475B pro book	CNU32992WC
DO	HP 6475B pro book	CNU32992W0
DO	HP 6475B pro book	CNU32992YW
DO	HP 6475B pro book	CNU32992ZT
DO	HP 6475B pro book	CNU329930H
DO	HP 6475B pro book	CNU2241GJ5
DO	IBM R60 lap top	1S06586HULVCK623
DO	IBM R52 LAP TOP	1s18596wul3he882
DO	ibm cpu	2ua1110983
DO	ibm cpu	8215DGU LKMV889
DO	IBM CPU	144016475359
DO	D-link Router	QBEP1C7002506
DO	Logitech Web Cam	N/A
DO	SMC	T1104300373
DO	SMC	T1104303582
DO	HP Key Board	BDAGPOBCP3Z6RU
DO	IBM KeyBoard	1S89P83005536256B
HS	HP 6465 pro book	CNU2241GGZ
HS	HP 6465 pro book	CNU2241GHW
HS	HP 6465 pro book	CNU2241GHL
HS	HP 6465 pro book	CNU2241GKB
HS	HP 6465 pro book	CNU2241GJJ
HS	HP 6465 pro book	CNU2241GJP
HS	HP 6465 pro book	CNU2241GNN
HS	HP 6465 pro book	CNU2241GH9
HS	HP 6465 pro book	CNU2280PGS
HS	HP 6465 pro book	CNU2241GHR

HS	HP 6465 pro book	CNU2241GK2
HS	HP 6465 pro book	CNU2241GH3
HS	HP 6465 pro book	CNU2241GJB
HS	HP 6465 pro book	CNU2241GJF
HS	HP 6465 pro book	CNU2241H9J
HS	HP 6465 pro book	CNU2241GK4
HS	HP 6465 pro book	CNU2241GJ2
HS	HP 6465 pro book	CNU2241GKJ
HS	HP 6465 pro book	CNU2241GGV
HS	HP 6465 pro book	CNU2241GJR
HS	20 Chargers	N/A
HS	Smartboard	C221W43B1277 (SBM680)
HS	CPU	2UA3030SXD
HS	CPU	2UA3030SYJ
HS	HP LA2006X monitor	CNC249QRS4
HS	Panasonic TV	MB21200111
HS	JVC TV	14122711
HS	JVC TV	6032240
HS	JVC VCR/DVD	HR-XVC15SUS
DO	Epson GT-S80 scanner	L3J2004843
DO	HP CPU	2UA111099X
DO	HP CPU	2UA3030SZR
DO	HP CPU	2UA111098J
DO	HP CPU	2UA111095R
DO	HP CPU	2UA11109B5
DO	HP CPU	2UA111096Q
DO	HP CPU	2UA3030SZL
DO	HP CPU	2UA3030T0C
DO	HP CPU	2UA3030SZS
DO	HP CPU	2UA3030T08
DO	HP CPU	2UA3030T0J
DO	HP CPU	2UA0481ZVK
DO	HP CPU	2UA1110985

DO	HP CPU	2UA211079W
DO	HP CPU	2UA1110963
DO	HP CPU	2UA1110977
DO	HP CPU	2UA7391BZ5
DO	IBM	1S9645G5ULKAXHD5
DO	IBM	11S41A7725YVJ1DAF10695
DO	HP 5550 printer	MY3121Q09X2L
DO	HPM521 printet	CNB7GCNB94
DO	Acer monitor	ELT7490386520187A3820
DO	MAC monitor	D25N50U3f8JB
DO	MAC monitor	D25N50UHF8J8
DO	Compaq Server	#0002578 (000184)
DO	IBM Monitor	DM12N501
DO	IBM Keyboard	N/A
DO	Belkin	Fiber optic cables 200plus
DO	Sony Camera	#28498
DO	Optoma mini projector	O82F614AAAAAC0307
DO	misc keyboards	Qty: 20-30

Issue Date
03/26/2019

Plainedge Union Free School District
241 Wyngate Drive
P.O. Box 1669
North Massapequa, NY 11758-0912

AGENDA ITEM XI. D)
BUSINESS ITEMS
RM 5/9/2019



INVOICE

Issued To:
West Islip UFSD
100 Sherman Ave.
ATTN: Business Office
West Islip, NY 11795

000736

Item Number	Item Description	Amount
HS-HS	Health Services for students attending Maria Regina School for the 2018-2019 school year. 1.0000 @ 768.5900 per Student	768.59
Invoice Total		768.59

Please remit copy of invoice with check payable to Plainedge UFSD within 30 days.

Original

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 14th day of March, 2019 by and between the Board of Education of the Plainedge Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 241 Wyngate Drive, North Massapequa, NY 11758, and the Board of Education of the West Islip Public Schools (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, NY 11795,

W I T N E S S E T H

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

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

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

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

1. The term of this Agreement shall be from September 1, 2018 through June 30, 2019, inclusive.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. PROVIDER understands and agrees that it will comply and is responsible for complying will all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:
 - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
 - b. dental prophylaxis,
 - c. vision and hearing screening examinations,
 - d. the taking of medical histories and the administration of health screening tests,
 - e. the maintenance of cumulative health records, and

- f. the administration of emergency care programs for ill or injured students.

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

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$768.59 per eligible pupil for the 2018-2019 school year.
6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and information protected by the Family Educational Rights and Privacy Act (FERPA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA, to the extent applicable.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

13. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

SENDER: Superintendent of Schools
West Islip Public Schools
100 Sherman Avenue
West Islip, NY 11795

PROVIDER: Superintendent of Schools
Plainedge Union Free School District
241 Wyngate Drive
North Massapequa, NY 11758

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
18. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
19. PROVIDER agrees to defend, indemnify, and hold harmless the SENDER, 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 PROVIDER, its officers, directors, agents, or employees in connection with the performance of services pursuant to this Agreement.

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

The mutual obligations pursuant to this provision shall survive the termination of this Agreement.

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

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

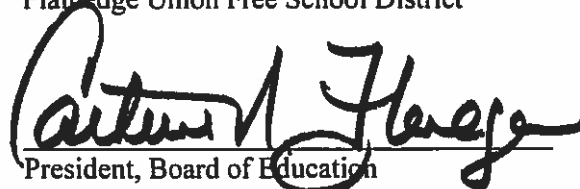
SENDER School District
West Islip Public Schools

Superintendent of Schools

SENDER School District,
West Islip Public Schools

President, Board of Education

PROVIDER School District,
Plainedge Union Free School District



Arthur M. Flanagan
President, Board of Education

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated physical education equipment valued at \$5,500.00 from West Islip Touchdown Committee, which has been donated for use in the High School Fitness Center.

WHEREAS, the West Islip Union Free School District is in receipt of a donated 2011 Hyundai Elantra valued at \$5,587.00 from Colleen Zito, which has been donated for use in the Automotive Technology classes at the High School.

WHEREAS, the West Islip Union Free School District is in receipt of a donated 70 inch Sony television valued at \$900.00 from the Bayview P.T.A., which has been donated for use in the Bayview Elementary School.

Resolution: Rejection of Security Vestibule Addition Bid

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools the West Islip Board of Education hereby reject all bids with regard to the Single Prime Sealed Bid for Security Vestibule Additions at Manetuck and Paul J. Bellew Elementary Schools. The basis for this rejection is the fact the bids received are in excess of the budgeted monies for these projects.

RESOLUTION: Rejection of the Purchase of a New Engine Lathe Machine Bid

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools the West Islip Board of Education hereby reject all bids with regard to Bid # 1914 Purchase of a New Engine Lathe Machine and will re-advertise for new bids. The basis for rejection is submitted bid does not meet the required tolerances and footprint of the identified machine as listed in the bid specifications.

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: PRINTING BID AWARD

DATE: 4/26/2019

CC: E. PELLATI, P. DENNINGER

A request for sealed bids to print the District Newsletters, District Budget Brochure, Graduation Newsletter, Adult Education Brochure and the Health and Wellness Newsletter for the 2019-2020 school year was advertised in Newsday and the Islip Bulletin on Thursday, March 28, 2019. The bid was also advertised on the West Islip website.

A total of eleven (11) bid applications were mailed to prospective bidders. A total of four (4) bids were returned. These four (4) bids were opened on April 15, 2019.

RECOMMENDATION:

The printing of the District Newsletters, District Budget Brochure, Graduation Newsletter, Adult Education Brochure and Health and Wellness Newsletters be awarded to the vendor listed below on the basis of low bid meeting specifications:

All Color Business Specialties

Please see the attached spreadsheet for details with regard to all bidders. Please contact me with any questions.

Adult Ed Brochure

(2X/Yr)

Additional

	<u>1 Color</u>	<u>Additional Charges</u>	<u>Total</u>
	\$ 1,195.00	\$ 0	\$ 1,195.00
	\$ 1,287.00	\$ 0	\$ 1,287.00
	\$ 1,436.00	0	\$ 1,436.00
	\$ 2,250.00	\$ 0	\$ 2,250.00
		\$ 0	
		\$ 0	
		\$ 0	
		\$ 0	

Health & Wellness

(2X/Yr)

Additional

	<u>2 Color</u>	<u>Additional Charges</u>	<u>Total</u>
	\$ 795.00	\$ 0	\$ 795.00
	\$ 1,085.00	\$ 0	\$ 1,085.00
	\$ 898.00	0	\$ 898.00
	\$ 2,550.00	\$ 0	\$ 2,550.00
		\$ 0	
		\$ 0	

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: REFRIGERATION REPAIR AND SERVICE

DATE: 4/26/2019

CC: E. PELLATI, C. KEARNEY

A request for sealed bids for Refrigeration Repair and Service for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday March 28, 2019. The bid was also advertised on the West Islip District website as well as Construction Data News.

A total of Ten (10) bids were mailed to prospective bidders. A total of Four (4) were returned. These four (4) bids were opened on April 15, 2019.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Refrigeration Repair and Service be awarded to:

Long Island Equipment Service, Inc.

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

West Islip USFD
 Refrigeration Repair and Service
 Bid #1903-04/15/19

	<u>L.I. Equipment</u>	<u>Comfort Kool</u>	<u>Comm.Instru</u>	<u>Best Climate</u>
Per Hr. Rate (1st Hr.)	\$ 60.00	\$ 65.00	\$ 85.00	\$ 90.00
Prompt Pay Disc.	0%	0%	0%	0%
Net Per Hr. Rate (1st Hr.)	<u>\$ 60.00</u>	<u>\$ 65.00</u>	<u>\$ 85.00</u>	<u>\$ 90.00</u>
Per Hr. Rate (2nd Hr. +)	\$ 60.00	\$ 65.00	\$ 85.00	\$ 90.00
Prompt Pay Disc.	0%	0%	0%	0%
Net Per Hr. Rate (2nd Hr.+)	<u>\$ 60.00</u>	<u>\$ 65.00</u>	<u>\$ 85.00</u>	<u>\$ 90.00</u>
Total Hrs. Labor 16-17	107	107	107	107
Cost of Labor	<u>\$ 6,420.00</u>	<u>\$ 6,955.00</u>	<u>\$ 9,095.00</u>	<u>\$ 9,630.00</u>
Cost of Materials 18-19	\$ 5,359.77	\$ 5,359.77	\$ 5,359.77	\$ 5,359.77
Materials Markup	\$ 945.85	\$ 1,339.94	\$ 945.85	\$ 1,339.94
Cost of Materials	\$ 6,305.62	\$ 6,699.71	\$ 6,305.62	\$ 6,699.71
Prompt Pay Disc.	0%	0%	0%	0%
Total Cost of Materials	<u>\$ 6,305.62</u>	<u>\$ 6,699.71</u>	<u>\$ 6,305.62</u>	<u>\$ 6,699.71</u>
Total Cost of Labor & Materials	<u>\$ 12,725.62</u>	<u>\$ 13,654.71</u>	<u>\$ 15,400.62</u>	<u>\$ 16,329.71</u>

Materials
 CONTRACTOR'S CERTIFIED COST + _____ %
 L.I. Equipment Service 15%
 Comfort Kool 25%
 Commercial Instrumentation 15%
 Best Climate Control 25%

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: SHEET MUSIC AND INSTRUCTIONAL MATERIAL BID AWARD

DATE: 4/26/2019

CC: E. PELLATI, E. ALBINDER

A request for sealed bids for Sheet Music and Instructional Materials for the 2019-2020 school year was advertised in Newsday and the Islip Bulletin on Thursday, March 28, 2019. The Bid was also advertised on the West Islip website.

A total of eleven (11) bid applications were mailed to prospective bidders. A total of Four (4) bids were returned. These four (4) bids were opened on April 15, 2019.

RECOMMENDATION:

That the purchase of Sheet Music and Instructional Materials be awarded to the vendor listed below on the basis of low bid meeting specifications:

Advantage Music

Please see attached spreadsheet for details with regards to all bidders. Please contact me with any questions.

**West Islip UFSD
Sheet Music & Instructional Material
Bid # 1904 4/15/19**

<u>Company</u>	<u>% of Discount From List Price</u>	<u>Payment Discount</u>	<u>Total Discount</u>
Advantage Music	41.00%	0%	41.00%
Catalano Musical Products	35.20%	0%	35.20%
Family Melody	20.00%	0%	20.00%
South West Strings	10%	0%	10%

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: BOILER MAINTENANCE

DATE: 4/26/2019

CC: E. PELLATI, J. BOSSE

A request for sealed bids for Boiler Maintenance was advertised in Newsday and the Islip Bulletin on Thursday, March 28, 2019. The bid was also advertised on the West Islip District website as well as Construction Data News.

A total of Nine (9) bids were mailed to prospective bidders. A total of six (6) were returned. These six (6) bids were opened on April 16, 2019.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Boiler Maintenance be awarded to:

Commercial Instrumentation Services

Please see the attached spreadsheet for details with regard to all bidders. Please contact me with any questions.

West Islip UFSD
 Boiler Maintenance
 Bid # 1906 4/16/19

Labor Comparison

	Comm Instru.	Thermo Tech	Best Climate	Island Industrial	Ultimate Power	Emcor
Mechanic Hourly Rate	\$ 85.00	\$ 90.00	\$ 90.00	\$ 99.00	\$ 115.00	\$ 152.00
Prompt Pay Discount	0.0%	2%	0%	0%	0%	0%
Net Hourly Rate	\$ 85.00	\$ 88.20	\$ 90.00	\$ 99.00	\$ 115.00	\$ 152.00

Materials

Contractor's Certified Cost + _____%

Commercial Instr.	20%
Thermo Tech	18%
Best Climate	25%
Island Industrial	20%
Ultimate Power	35%
Emcor	22%

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: GATES AND CHAIN LINK FENCING

DATE: 4/26/2019

CC: E. PELLATI, J. BOSSE

A request for sealed bids for Gates and Chain Link Fencing was advertised in Newsday and the Islip Bulletin on Thursday, March 28, 2019. This bid was also advertised on the West Islip Website as well as Construction Data News.

A total of Ten (10) bids were mailed to prospective bidders. A total of six (6) bids were returned. These six (6) bids were opened on April 16, 2019.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Gates and Chain Link Fencing be awarded to:

Ideal Fence Corporation

Please see the attached spreadsheet for details with regards to all bidders. Please contact me with any questions.

**West Islip UFSD
Gates and Chain Link Fencing
Bid #1907 4/26/19**

<u>Company</u>	<u>Fence Installation Labor</u>			<u>Prompt Pay Discount</u>
	<u>Price per Ft. 0-199'</u>	<u>Price per Ft. 200-299'</u>	<u>Price per Ft. 1000'+</u>	
Ideal Fence	\$ 10.00	\$ 9.20	\$ 8.70	4%
	\$ 9.60	\$ 8.83	\$ 8.35	
Spitale Construction	\$ 21.00	\$ 19.00	\$ 17.00	2%
	\$ 20.58	\$ 18.62	\$ 16.66	
Residential Fence	\$ 35.00	\$ 20.00	\$ 18.00	2%
	\$ 34.30	\$ 19.60	\$ 17.64	
Capitol Renovation	\$ 24.00	\$ 23.50	\$ 23.00	0%
Lantek Group	\$ 28.00	\$ 22.00	\$ 17.00	0%
WBE Fence	\$ 30.00	\$ 20.00	\$ 20.00	1%
	\$ 29.70	\$ 19.80	\$ 19.80	

<u>Company</u>	<u>Gates Installation Labor</u>			<u>Prompt Pay Discount</u>
	<u>3' Gate</u>	<u>10' Gate</u>	<u>20' Gate</u>	
Ideal Fence	\$ 63.00	\$ 95.00	\$ 165.00	4%
	\$ 60.48	\$ 91.20	\$ 158.40	
Spitale Construction	\$ 40.00	\$ 100.00	\$ 200.00	2%
	\$ 39.20	\$ 98.00	\$ 196.00	
Residential Fence	\$ 100.00	\$ 300.00	\$ 700.00	2%
	\$ 98.00	\$ 294.00	\$ 686.00	
Capitol Renovation	\$ 299.00	\$ 599.00	\$ 710.00	0%
Landtek Group	\$ 500.00	\$ 650.00	\$ 650.00	0%
WBE Fence	\$ 200.00	\$ 1,000.00	\$ 1,200.00	1%
	\$ 198.00	\$ 990.00	\$ 1,188.00	

Parts and Materials will be Certified Cost + _____%

Ideal Fence	10%
Spitale Construction	10%
LandTek Group	20%
Capitol Renovation	20%
LandTek Group	25%
WBE Fence	5%

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: ATHLETIC UNIFORMS

DATE: 4/26/2019

CC: W. DUFFY, T. HORAN

A request for sealed bids for Athletic Uniforms for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, March 28, 2019. This bid was also advertised on the West Islip website.

A total of ten (10) bids were mailed to prospective bidders. A total of Three (3) bids were returned. The three (3) bids were opened on April 17, 2019.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Athletic Uniforms is awarded to:

BSN Sports	Total Cost (Varsity Football, Boys Varsity Soccer, Girls Varsity Soccer)	<u>\$ 10,561.05</u>
Riddell	Total Cost (Varsity Boys Swim, Varsity Girls Swim)	<u>\$ 3,759.83</u>

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

**West Islip UFSD
Athletic Uniforms
Bid #1908, April 26, 2019**

<u>Category</u>	<u>Quantity</u>	<u>BSN Sports</u>	<u>Riddell</u>	<u>Triple Crown</u>
Varsity Football			Sub	
Rawlings - #FJ255	20	\$ 23.75	Riddell	No Bid
Practice Jersey	20	\$ 23.75	RPJME	
Medium	10	\$ 23.75		
Large	5	\$ 23.75		
XLarge				
XXLarge				
Total		\$ 1,306.25	\$ 880.00	\$ -

<u>Category</u>	<u>Quantity</u>	<u>BSN Sports</u>	<u>Riddell</u>	<u>Triple Crown</u>
Varsity Boys Swim				
Halloway - 229151			Sub	
Warm-Up Jacket			Halloway	
Small	4	\$ 34.75	HL22914L	229142
Medium	12	\$ 34.75		
Large	10	\$ 34.75		
Xlarge	2	\$ 34.75		
XXLarge	2	\$ 34.75		
Total		\$ 1,042.50	\$ 1,121.70	\$ 960.00

<u>Category</u>	<u>Quantity</u>	<u>BSN Sports</u>	<u>Riddell</u>	<u>Triple Crown</u>
Varsity Boys Swim				
Halloway - 229143			A/S	
Warm-UP Pants				
Small	4	\$ 31.99		\$ 30.00
Medium	12	\$ 31.99		\$ 30.00
Large	10	\$ 31.99		\$ 30.00
Xlarge	2	\$ 31.99		\$ 30.00
XXLarge	2	\$ 31.99		\$ 30.00
Total		\$ 959.70	\$ 763.28	\$ 840.00

<u>Category</u>	<u>BSN</u>	<u>Sports</u>	<u>Riddell</u>	<u>Triple Crown</u>
Girl's Varsity Swim				
Halloway - 229151				
Warm-Up Jacket				
Small		229142	A/S	Sub
Medium		229142	A/S	Halloway
Large		229142	A/S	229342
XLarge		229142	A/S	
Total		1,007.75	1,084.31	928.00

<u>Category</u>	<u>BSN</u>	<u>Sports</u>	<u>Riddell</u>	<u>Triple Crown</u>
Girl's Varsity Swim				
Halloway - 229143				
Warm-Up Pants				
Small		31.99	A/S	
Medium		31.99	A/S	30.00
Large		31.99	A/S	30.00
XLarge		31.99	A/S	30.00
Total		927.71	790.54	870.00

<u>Category</u>	<u>BSN</u>	<u>Sports</u>	<u>Riddell</u>	<u>Triple Crown</u>
Varsity Boys Soccer*				
Under Arm.-NSPCUSTOM				
Home Jersey				
Small		Exactly	No Bid	
Medium		A/S		44.00
Large				44.00
XLarge				44.00
Total		1,226.70	-	1,320.00

<u>Category</u>	<u>BSN Sports</u>	<u>Riddell</u>	<u>Triple Crown</u>
Varsity Boys Soccer*			
Under Arm. -NPSCUSTOM			
Away Jersey	Exactly A/S	No Bid	
Small	\$ 40.89		\$ 44.00
Medium	\$ 40.89		\$ 44.00
Large	\$ 40.89		\$ 44.00
Xlarge	\$ 40.89		\$ 44.00
Total	\$ 1,226.70	\$ -	\$ 1,320.00

<u>Category</u>	<u>BSN Sports</u>	<u>Riddell</u>	<u>Triple Crown</u>
Varsity Boys Soccer*			
Under Arm. -NPSCUSTOM			
Home Shorts	Exactly A/S	No Bid	
Small	\$ 35.25		\$ 36.00
Medium	\$ 35.25		\$ 36.00
Large	\$ 35.25		\$ 36.00
Xlarge	\$ 35.25		\$ 36.00
Total	\$ 1,057.50	\$ -	\$ 1,080.00

<u>Category</u>	<u>BSN Sports</u>	<u>Riddell</u>	<u>Triple Crown</u>
Varsity Boys Soccer*			
Under Arm. -NPSCUSTOM			
Away Shorts	Exactly A/S	No Bid	
Small	\$ 35.25		\$ 44.00
Medium	\$ 35.25		\$ 44.00
Large	\$ 35.25		\$ 44.00
Xlarge	\$ 35.25		\$ 44.00
Total	\$ 1,057.50	\$ -	\$ 1,188.00

<u>Category</u>	<u>BSN</u>	<u>Riddell</u>	<u>Triple Crown</u>
Varsity Boys Soccer - Awarded as Category			
Total Purchases - (Jerseys, Shorts & Socks)			
BSN - \$4,987.80			
Triple Crown - \$5,298.00			
Need to order product from 1 vendor due to:			
1. Timing - Order/Shipping Issues			
2. Color Matching Uniforms - Swatch Color Issues			
<u>Varsity Boys Soccer*</u>			
Under Arm. - UA12641190			
Socks			
Adult Large(Pr.) Royal Blue	30	\$ 6.99	\$ 6.50
Adult Large(Pr.) White	30	\$ 6.99	\$ 6.50
Total		\$ 419.40	\$ 390.00

<u>Category</u>	<u>BSN</u>	<u>Riddell</u>	<u>Triple Crown</u>
Varsity Girls Soccer			
Nike US SS Legend AJ1015			
Home Jersey			
Small	6	\$ 31.75	No Bid
Medium	20	\$ 31.75	No Bid
Large	6	\$ 31.75	No Bid
Xlarge	2	\$ 31.75	No Bid
Total		\$ 1,079.50	\$ -

<u>Category</u>	<u>BSN</u>	<u>Riddell</u>	<u>Triple Crown</u>
Varsity Girls Soccer			
Nike US SS Legend AJ1015			
Jersey (Away)			
Small	6	\$ 31.75	No Bid
Medium	20	\$ 31.75	No Bid
Large	6	\$ 31.75	No Bid
Xlarge	2	\$ 31.75	No Bid
Total		\$ 1,079.50	\$ -

BSN
Sports Riddell Triple Crown

Category
Varsity Girls Soccer
Nike Dry Classic - AJ1234
Shorts (Home)

		No Bid	No Bid
Small	\$ 22.00		
Medium	\$ 22.00		
Large	\$ 22.00		
Xlarge	\$ 22.00		
Total	\$ 748.00	\$ -	\$ -

Category
Varsity Girls Soccer
Nike Dry Classic - AJ1234
Shorts (Away)

		No Bid	No Bid
Small	\$ 22.00		
Medium	\$ 22.00		
Large	\$ 22.00		
Xlarge	\$ 22.00		
Total	\$ 748.00	\$ -	\$ -

Category
Varsity Girls Soccer
Nike Classic SX5728
Socks
Adult Large(Pr.) Royal Blue
Adult Large(Pr.) White

		Riddell	Triple Crown
34	\$ 9.00	\$ -	\$ -
34	\$ 9.00	\$ -	\$ -
Total	\$ 612.00	\$ -	\$ -

Vendor Totals \$ 10,561.05 \$ 3,759.83

NOTE: A/S = As Specified

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: REFUSE REMOVAL BID AWARD

DATE: 4/26/2019

CC: E. PELLATI, J. BOSSE

A request for sealed bids to provide refuse removal services for the district was advertised in Newsday and the Islip Bulletin on Thursday, March 28, 2019. The bid was also advertised on the West Islip website as well as Construction Data News

A total of seven (7) bid proposals were mailed to prospective bidders. A total of three (3) bids were returned. These three (3) bids were opened on April 17, 2019.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Refuse Removal is awarded to:

Winters Bros. Hauling of Long Island, LLC

Please see the attached spreadsheet for details with regard to all bidders. Please contact me with any questions.

**West Islip UFSD
Refuse Removal Bid
Bid # 1909 4/17/19**

Company

Combined Price*

Winters Bros. Hauling of Long Island, LLC	\$ 92,367.18
Maggio Environmental, LLC	\$ 114,184.56
National Waste Services, LLC	\$ 260,836.00

**Combined Price includes Pick up of all:*

Trash

Recyclable Cardboard

Paper Products Removal

Recyclable Glass, Plastics and Cans

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: PURCHASE OF A NEW CNC MILLING MACHINE

DATE: APRIL 26, 2019

CC: W. DUFFY, J. BOSSE

A request for sealed bids for Purchase of a New CNC Milling Machine was advertised in Newsday and the Islip Bulletin on Thursday, March 28, 2019. This bid was also advertised on the West Islip District website.

A total of nine (9) bids were mailed to prospective bidders. A total of one (1) was returned. The one (1) bid was opened on April 18, 2019.

RECOMMENDATION:

Based on the bid meeting specifications that the contract for Purchase of a New CNC Milling Machine be awarded to:

Tormach, Inc.

Cost of Tormach PCNC 100M to the West Islip UFSD: \$27,660.25

Please contact me with any questions.

**WEST ISLIP HIGH SCHOOL
ENGINEERING TECHNOLOGY**



*Engineering the Future.
Today.*

Machine Bids

→ **BID # 1911 - Purchase of New CNC Milling Machine: Accept BID from Tormach** ←

BID # 1912 - Purchase of New CNC Lathe Machine: Accept BID from Tormach

BID # 1913 - Purchase of New CNC Plasma Machine: Accept BID from SHOP SABRE

- Shop Sabre CNC Plasma machine best fits the desired application in the classroom based on the following points:
 - The software controls are better suited to match the learning objectives for students.
 - Overall machine footprint is smaller, allows for easy access and storage under machine.

BID # 1914 - Purchase of New Engine Lathe: REJECT BID from REPUBLIC LAGUN MACHINE TOOL

- The submitted bid does not meet the required tolerances of the Precision Matthews PM-1340GT-PEP lathe as listed in the preferred specification. The overall machine footprint is too large. and is not the best option to satisfy the needs of the instructional program.

Mr. Brian Buonomo
Lead Teacher for Engineering Technology
West Islip High School
1 Lions Path, West Islip, NY 11795
b.buonomo@wi.k12.ny.us / 631.504.5877

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCIELLA
PURCHASING AGENT

SUBJECT: PURCHASE OF A NEW CNC LATHE MACHINE

DATE: APRIL 26, 2019

CC: W. DUFFY, J. BOSSE

A request for sealed bids for Purchase of a New CNC Lathe Machine was advertised in Newsday and the Islip Bulletin on Thursday, March 28, 2019. This bid was also advertised on the West Islip District website.

A total of ten (10) bids were mailed to prospective bidders. A total of one (1) was returned. The one (1) bid was opened on April 18, 2019.

RECOMMENDATION:

Based on the bid meeting specifications that the contract for Purchase of a New CNC Lathe Machine be awarded to:

Tormach, Inc.

Cost of Tormach 15L Slant Pro to the West Islip UFSD: \$28,674.95

Please contact me with any questions.

**WEST ISLIP HIGH SCHOOL
ENGINEERING TECHNOLOGY**



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Machine Bids

BID # 1911 - Purchase of New CNC Milling Machine: Accept BID from Tormach

→ BID # 1912 - Purchase of New CNC Lathe Machine: Accept BID from Tormach ←

BID # 1913 - Purchase of New CNC Plasma Machine: Accept BID from SHOP SABRE

- Shop Sabre CNC Plasma machine best fits the desired application in the classroom based on the following points:
 - The software controls are better suited to match the learning objectives for students.
 - Overall machine footprint is smaller, allows for easy access and storage under machine.

BID # 1914 - Purchase of New Engine Lathe: **REJECT BID from REPUBLIC LAGUN MACHINE TOOL**

- The submitted bid does not meet the required tolerances of the Precision Matthews PM-1340GT-PEP lathe as listed in the preferred specification. The overall machine footprint is too large, and is not the best option to satisfy the needs of the instructional program.

Mr. Brian Buonomo
Lead Teacher for Engineering Technology
West Islip High School
1 Lions Path, West Islip, NY 11795
b.buonomo@wi.k12.ny.us / 631.504.5877

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: PURCHASE OF A NEW CNC PLASMA MACHINE

DATE: APRIL 26, 2019

CC: W. DUFFY, J. BOSSE

A request for sealed bids for Purchase of a New CNC Plasma Machine was advertised in Newsday and the Islip Bulletin on Thursday, March 28, 2019. This bid was also advertised on the West Islip District website.

A total of four (4) bids were mailed to prospective bidders. A total of two (2) were returned. These two (2) bids were opened on April 18, 2019.

RECOMMENDATION:

Based on the bid meeting specifications that the contract for Purchase of a New CNC Plasma Machine is awarded to:

Shop Sabre CNC

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions

**West Islip UFSD
Purchase of New Plasma Machine
Bid #1913, 4/18/19**

<u>Vendor</u>	<u>Shop Sabre Sidekick 4*</u>	<u>Techno CNC Phyenix</u>
<i>Shop Sabre</i>	\$ 21,850.00	
<i>Techno CNC Systems, LLC</i>		\$ 21,508.00

***Note** - The Shop Sabre Sidekick 4 (or its equivalent) was identified in the bid specifications as the machine of choice for the district.

Brian Buonomo, Lead teacher for Engineering Technology did a comparison between the Shop Sabre Sidekick 4 and the Techno CNC Phyenix and came up with the following:

Evaluation/Conclusion

The Shop Sabre Sidekick 4 machine best fits the desired application in the classroom based on the following points:

- 1. The software controls are better suited to match the learning objectives for students*
- 2. Overall machine footprint (Sidekick 4) is smaller, allows for easy access and storage under machine*

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: IN-CAR DRIVER EDUCATION INSTRUCTION WITH VEHICLES

DATE: 4/26/2019

CC: E. PELLATI

A request for sealed bids for In-Car Driver Education Instruction with Vehicles for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, March 14, 2019. The bid was also advertised on the West Islip website.

A total of seven (7) bids were mailed to prospective bidders. A total of one (1) was returned. The one (1) bid was opened on March 28, 2019.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for In-Car Driver Education Instruction with Vehicles is awarded to:

Suffolk Auto Driving School

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

**West Islip UFSD
In-Car Driver Education with Vehicles
Bid #1915, 3/28/19**

<u>Vendor</u>	<u>Price per Student 7/19 - 6/20</u>	<u>Prompt Pay Discount</u>	<u>Final price Student</u>
Suffolk Auto Driving School	\$ 258.99	0	\$ 258.99

<u>Cost Comparison</u>	<u>Price per Student</u>	<u>Spring 96 Students</u>	<u>Summer 48 Students</u>	<u>Fall 96 Students</u>	<u>Total Cost Year</u>	<u>Increase</u>
Present Vendor: Suffolk Auto Driv.Sch.	\$ 239.95	\$ 23,035.20	\$ 11,517.60	\$ 23,035.20	\$ 57,588.00	
2019 Bid Winner: Suffolk Auto Driv.Sch.	\$ 258.99	\$ 24,863.04	\$ 12,431.52	\$ 24,863.04	\$ 62,157.60	\$ 4,569.60

Note:

5/3/19

MEMORANDUM OF AGREEMENT

WHEREAS, the West Islip Union Free School District (the "District") and West Islip Secretarial Employees (the "Union") are parties to a collective bargaining agreement for the period of July 1, 2017 through June 30, 2021 (the "CBA"); and

WHEREAS, the CBA sets forth the work day and work week in Article V, which Article provides full-time employees shall work a 7 hour day, 5 day week, Monday through Friday, except as those days designated by the District, at which time a 6 hour day will be observed; and

WHEREAS, the parties have discussed the implementation of a modified work week and work day during the period of July 12, 2019 through August 30, 2019 ("Summer") as a method of achieving cost savings through reduced energy consumption; and

WHEREAS, the parties wish to memorialize the Agreement reached with respect to hours during the Summer.

NOW, THEREFORE, good and valuable consideration having been exchanged, it is hereby agreed as follows:

1. For purposes of this Agreement, Summer shall be defined as the period commencing July 12, 2019 and ending August 30, 2019.
2. Notwithstanding any provision of the CBA to the contrary, during the Summer, employees shall work a four (4) day work week, and shall not report to work on Fridays (i.e. July 12, 19, 26 August 2, 9, 16, 23, 30, 2019).
3. During the Summer four (4) day work week, employees shall work 8:00 AM to 4:00 PM, Monday through Thursday. No employee shall be entitled to overtime for working the hours set forth in this paragraph, unless such employee works in excess of thirty (30) hours in a week. All work days shall include a thirty 30 minute unpaid lunch break and two fifteen (15) minute paid breaks.
5. Any single day(s) taken as vacation/sick/family illness/personal business during the effective weeks, July 9 through August 31, will count as 1¼ days. If an employee chooses to take a complete week (Monday through Thursday), it will reflect as five (5) days. When it is necessary for a secretarial employee to be absent for part of a day, they will be charged .5 of a day. A .5 day equates to 3 hours of paid time off. An employee is responsible for working 4.5 hours on such a day.

When 10 and 10 ½ month employees work during the summer, their work day is a six hour day. Their compensation is at their regular daily rate of pay. Their work schedule should be 8:00 AM to 3 PM with one hour unpaid lunch break and two 15 minute paid breaks.

6. Requests for modification of the 8:00 am to 4:00 pm schedule require approval by the employee's direct supervisor. Schedule changes may not modify the eight (8) hour day.
7. Ten month employees will return to work on August 27, 2019. For the period August 27, 2019 through August 29, 2019, 10 month employees will work a seven and a half hour work day.
8. The aforementioned plan is exclusively for the 2018 summer work schedule and will sunset on August 31, 2019.
9. Except as specifically set forth herein, the Agreement shall not be construed as modifying any terms and conditions of employment set forth in the CBA or any practices which may exist as between the parties.

West Islip Union Free School District

DATE: _____, 2019

Steven D. Gellar, President/BOE

West Islip Secretarial Employees

DATE: _____, 2019

Luann Dunne, President

5/3/19

MEMORANDUM OF AGREEMENT

WHEREAS, the West Islip Union Free School District (the "District") and United Public Service Employees Union (the "Union") are parties to a collective bargaining agreement for the period of July 1, 2016 through June 30, 2020 (the "CBA"); and

WHEREAS, the CBA sets forth the work day and work week in Article V, which Article provides full-time custodial workers shall work a 7.75 hour day, 5 day week, Monday through Friday, except as provided otherwise; and

WHEREAS, the parties have discussed the implementation of a modified work week and work day during the period of July 12, 2019 through August 30, 2019 ("Summer"), as a method of achieving cost savings through reduced energy consumption; and

WHEREAS, the parties wish to memorialize the Agreement reached with respect to hours during the Summer.

NOW, THEREFORE, good and valuable consideration having been exchanged, it is hereby agreed as follows:

1. For purposes of this Agreement, Summer shall be defined as the period commencing July 12, 2019 and ending August 30, 2019.
2. Notwithstanding any provision of the CBA to the contrary, during the Summer, employees shall work a four (4) day work week, and shall not report to work on Fridays (i.e. July 12, 19, 26, August 2, 9, 16, 23, 30, 2019).
3. During the Summer four (4) day work week, employees shall work 6:00 AM to 4:15 PM, Monday through Wednesday, and 6:00 AM to 3:45 PM on Thursdays. No employee shall be entitled to overtime or working the hours set forth in this paragraph, unless such employee works in excess of thirty-eight and one-half (38 ½) hours in a week or more than the daily hours as set forth herein. All work days shall include a thirty (30) minute unpaid lunch break and a fifteen (15) minute paid coffee break.
4. Any single day(s) taken as vacation/sick/family illness/personal business during the effective weeks will count as 1¼ days. If an employee chooses to take a complete week (Monday through Thursday), it will reflect as five (5) days.
5. Staff designated by the Director of Buildings and Grounds may be excluded from the Summer schedule. Staff who currently work Tuesday through Saturday, shall work a Tuesday through Friday schedule.
6. This Agreement shall sunset on August 31, 2019.

7. Except as specifically set forth herein, the Agreement shall not be construed as modifying any terms and conditions of employment set forth in the CBA or any practices which may exist as between the parties.

West Islip Union Free School District

DATE: _____, 2019

Steven D. Gellar, President/BOE

United Public service Employees Union

DATE: _____, 2019

Kevin Boyle, President

4/10/19

MEMORANDUM OF AGREEMENT

Except as modified herein, the Collective Bargaining Agreement between the Board of Education, West Islip Union Free School District (the "District") and the West Islip Nurses' Chapter of WITA (the "Nurses"), expiring June 30, 2019, shall remain in full force and effect.

This memorandum shall be subject to ratification by the Board of Education and the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

1. **Term:** July 1, 2019 – June 30, 2024.
2. **Article V (B):** Delete the last paragraph and replace with: "Upon retirement from the District and the New York State Retirement System, nurses shall be paid for up to one hundred (100) unused accumulated sick days at the rate of \$100.00 per day."
3. **Article VII (B):** Delete the last paragraph and replace with:

Members of the unit hired prior to July 1, 2019 who withdraw from the District's plan during the life of this agreement shall receive an amount equivalent to fifty (50%) percent of the cost of premiums for the individual or family coverage whichever the employee was receiving at the time of withdrawal, provided such employee remain uncovered under such plan for a period of twelve (12) consecutive months. Payments for such employees shall be capped at the 2007 rate of \$3,389.04 for individual insurance and \$7,188.42 for family insurance. Members of the unit hired on or after July 1, 2019 who withdraw from the District's plan during the life of this agreement shall receive \$1,250 for individual insurance and \$2,500 for family insurance whichever the employee was receiving at the time of withdrawal, provided such employee remain uncovered under such plan for a period of twelve (12) consecutive months. All declination payments pursuant to this paragraph will be made in June at the end of the fiscal year.

4. **Article VII (C)**: Delete “Effective September 1, 1992,” from the beginning of the first sentence.

5. **Article VII (D)**: Delete “Effective September 1, 2003,” from the beginning of the first sentence.

6. **Article XV**: Delete “2015” and “2019,” and replace with “2019” and “2024,” respectively.

7. **Article XVI (A)**: Salaries shall be increased as follows:

Effective July 1, 2019: the 2018-19 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2018, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2020: the 2019-20 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2019, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2021: the 2020-21 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2020, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2022: the 2021-22 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2021, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2023: the 2022-23 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2022, with a minimum of 1% and a maximum of 2%.

8. **Article XVII:** Delete first paragraph and replace with:

Employees who have completed ten (10) years or more of service as of September 1, shall receive a longevity increment of \$1,000 annually. Employees who have completed fifteen (15) years or more of service shall receive an additional longevity increment of \$1,250 annually. Employees who have completed twenty (20) years or more of service shall receive an additional longevity increment of \$1,250 annually.

9. **Article XVII:** Delete from the second paragraph: “2015” and “2019” and replace with “2019” and “2024,” respectively.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of May, 2019.

WEST ISLIP UNION FREE
SCHOOL DISTRICT

By: Bernadette M. Burns
Bernadette M. Burns
Superintendent of Schools

WEST ISLIP NURSES'
CHAPTER OF WITA

By: Sue O'Connor
Sue O'Connor, R.N., President
Nurses' Chapter of WITA

AMENDMENT TO LEASE AGREEMENT

AGREEMENT made, as of the date(s) of execution hereof by the respective parties by and between Eastern Suffolk BOCES (hereinafter, "BOCES") maintaining administrative offices located at 201 Sunrise Highway, Patchogue, New York, 11772, and the West Islip Union Free School District, (hereinafter the "District"), maintaining administrative offices located at Corner of Beach Street & Sherman Avenue, West Islip, New York, 11795 (collectively, the "Parties").

WHEREAS, the Parties entered a ten (10) year lease agreement which commenced on July 1, 2009 and ends on June 30, 2019 and which provided for BOCES to rent the land and building located at 650 Udall Road, West Islip, New York, known as the Emil D. Masera School for use during September 1 through June 30 each year on days when the District is in session during normal school hours;

WHEREAS, the Parties desire to amend the lease agreement to extend the lease agreement term for an additional three months for the period commencing July 1, 2019 and ending on September 30, 2019;

WHEREAS, the DISTRICT and BOCES understand and agree that this amendment to the lease agreement shall not become effective until approved by the Commissioner of Education in accordance with Education Law §403-a.

WHEREAS, it is the Parties' intention that all terms and conditions of the lease agreement not affected by this amendment shall remain in full force and effect, shall remain the same and are incorporated herein and made a part thereof. NOW THEREFORE, the Parties respectfully agree to amend the lease agreement as follows:

1. Section 6. is hereby revised to read:

The term of this Lease shall commence on July 1, 2009, and expire on September 30, 2019.

2. Section 7. Is hereby revised to read:

BOCES shall pay monthly rent of \$34,652.60 for July, August and September 2019, which represents a 2.5% increase to the monthly school year 2018-19 rent.

3. Section 8 is revised to read:

The rent shall be paid in three equal installments on the first day of each month for July, August and September 2019.

4. Section 12 is revised to read:

The DISTRICT will provide security services for BOCES that shall include patrol services equivalent to those provided to the District's other buildings, including but not limited to, responding to fire and burglar alarms and other mutually agreed upon services. In consideration of this service, BOCES shall pay the DISTRICT additional rent in the amount of \$1,923.87 per month for July, August and September of 2019 which represents a 2.5% increase to the monthly 18-19 school year security payment.

5. IN WITNESS WHEREOF, the Parties have caused this amendment to the lease agreement to be executed on the dates indicated.

EASTERN SUFFOLK BOCES

By: _____

Print Name: _____

Title: _____

Date: _____

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

Retirement Contribution Reserve Sub-Fund Resolution

WHEREAS, the West Islip Union Free School District participates in the New York State Teachers' Retirement System ("TRS"); and

WHEREAS, on September 14, 2006 the Board of Education of the West Islip Union Free School District by resolution established a Retirement Contribution Reserve Fund known as the Retirement Contribution Reserve Fund pursuant to Section 6-r of the General Municipal Law; and

WHEREAS, the Board of Education has determined it is also appropriate to establish a sub-fund within said Retirement Contribution Reserve Fund pursuant to Section 6-r of the General Municipal Law.

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of the West Islip Union Free School District, pursuant to Section 6-r of the General Municipal Law, as follows:

1. The Board hereby establishes a sub-fund within the Retirement Contribution Reserve Fund to be known as the West Islip Union Free School District Retirement Contribution Reserve Sub-Fund;
2. The source of funds for this Reserve Sub-Fund shall be:
 - a. such amounts as may be provided therefore by budgetary appropriation or raised by tax therefore;
 - b. such revenues as are not required by law to be paid into any other fund or account;
 - c. such other funds as may be legally appropriated; and
 - d. notwithstanding any law to the contrary, such amounts as may be transferred from a reserve fund established pursuant to Section 6-c, 6-d, 6-e, 6-f or 6-g of Article 2 of the General Municipal Law, comprised of moneys raised from the same tax base as the moneys in the retirement contribution reserve fund, or a reserve fund established pursuant to Education Law Section 3651, provided that any such transfer shall only be made by Board resolution adopted after a public hearing held on at least 15 days prior notice published in at least one newspaper having general circulation in the District.
3. By resolution, the Board of Education may authorize expenditures from this Reserve Sub-Fund. Except as otherwise provided by law, moneys in this Reserve Sub-Fund may only be appropriated to finance retirement contributions to the New York State Teachers' Retirement System, and/or to offset all or a portion of the amount deducted from the moneys apportioned to the District from the State for the support of schools pursuant to Section 521 of the Education Law.
4. No member of the Board of Education or employee of the District shall:
 - a. authorize a withdrawal from this Reserve Sub-Fund for any purpose except as provided in Section 6-r of the General Municipal Law; or

- b. expend any money withdrawn from this Reserve Sub-Fund for a purpose other than as provided in Section 6-r of the General Municipal Law.
5. The moneys contributed annually to the Reserve Sub-Fund shall not exceed 2% of the total compensation or salaries of all teachers employed by the District who are members of TRS paid during the immediately preceding fiscal year.
6. The balance of the Reserve Sub-Fund shall not exceed 10% of the total compensation or salaries of all teachers employed by the District who are members of TRS paid during the immediately preceding fiscal year.
7. The moneys in this Reserve Sub-Fund shall be deposited and secured in the manner provided by Section 10 of the General Municipal Law. The Board of Education or its authorized designee may invest the moneys in this Reserve Sub-Fund in the manner provided by Section 11 of the General Municipal Law. Any interest earned or capital gain realized on the money so deposited or invested shall accrue to and become part of this Reserve Sub-Fund.
8. The chief fiscal officer shall account for this Reserve Sub-Fund separate and apart from all other funds of the District. Such accounting shall show: the source, date and amount of each sum paid into the sub-fund; the interest earned by such sub-fund; capital gains or losses resulting from the sale of investments of this sub-fund; the order, purpose thereof, date and amount of each payment from this sub-fund; the assets of the sub-fund, indicating cash balance and a schedule of investments. The chief fiscal officer, within sixty (60) days of the end of each fiscal year, shall furnish a detailed report of the operation and condition of this sub-fund to the Board of Education.
9. This Resolution shall take effect immediately.