

# AGENDA



## BOARD OF EDUCATION

October 10, 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**  
**October 10, 2019**

*Beach Street Middle School*

*West Islip, New York*

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- 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 September 24, 2019 Planning Session.
  - VI. **RECOGNITION**
    - A) School Board Recognition Week ~ *West Islip Board of Education*
  - VII. **PERSONNEL**
  - VIII. **CURRICULUM UPDATE**
  - IX. **REPORT OF BOARD COMMITTEES**
    - A) Finance Committee {10/8/2019}
    - B) Buildings and Grounds Committee {10/8/2019}
    - C) Education Committee {10/10/2019}
    - D) Special Education Committee {10/10/2019}
    - E) Health & Wellness Committee {9/16/2019}
  - X. **FINANCIAL MATTERS**
    - A) Treasurer's Report
  - XI. **BUSINESS ITEMS**
    - A) Approval of Budget Transfers
    - B) Approval of Contracts
      1. Consultant Services Contract: Brookville Center for Children's Services, Inc.
      2. Special Education Services Contract: Brookville Center for Children's Services, Inc.
      3. Tuition Contract: Commack UFSD Fall 2019
    - C) Approval of Surplus
      1. Miscellaneous Mathematics textbooks
      2. Miscellaneous Art equipment at West Islip High School
      3. Miscellaneous Audio Visual materials at Beach
    - D) Approval of Resolutions
      1. Donation from Ahold Delhaize USA      \$1,552.73      →      PJBellew
      2. Donation of 1998 Mazda sedan from      \$1,275 value      →      WIUFSD  
    Julianne Borg
      3. Joint Municipal Cooperative Bidding Program
  - XII. **PRESIDENT'S REPORT**
    - A) Approval of 2019-2020 Building and District Emergency Response Plans
    - B) Approval of Stipulation of Settlement and Release re: Student A
    - C) Approval of 2019-2020 Goals and Objectives
  - 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  
September 24, 2019 – District Office**

AGENDA ITEM V.  
MINUTES  
RM 10/10/2019

**PRESENT:** Mr. Gellar, Mr. Maginniss, Mr. Antonello, Mr. Compitello, Mr. McCann

**ABSENT:** Mrs. LaRosa, Mr. Michaluk

**ADMINISTRATORS:** Mrs. Burns, Mrs. Morrison, Mrs. Pellati, Mr. Taylor

**ABSENT:** None

**ATTORNEY:** None

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Meeting was called to order at 7:30 p.m.

**APPROVAL OF MINUTES:**

Motion was made by Ron Maginniss, seconded by Peter McCann, and carried when all Board members present voted in favor to approve the minutes of the September 12, 2019 Board of Education Regular Meeting.

**PERSONNEL:**

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve ADMINISTRATIVE: PROBATIONARY APPOINTMENT: Debbie Langone, Director of Science and Engineering Technology, effective October 15, 2019 – October 14, 2023 (Districtwide; \$135,000; replacing B. Taylor {resigned}).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: RESIGNATION: Crystal Roma, Teaching Assistant, effective September 16, 2019 (Bayview).

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE NURSE (\$130 per diem): \*Maura McPhail, effective September 25, 2019; \*Rebecca Muschio, effective September 25, 2019.

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE PARAPROFESSIONAL (\$13.00/hr.): \*Jennifer Gedulig-Wagner, effective September 25, 2019; \*Danielle Kilroy-Laino, effective September 25, 2019; \*Deborah Kuzmaik, effective September 25, 2019; \*Caroline LaManna, effective September 25, 2019; \*Kimberly Librizzi, effective September 25, 2019; \*Jennifer Musto, effective September 25, 2019.

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE TEACHER AIDE (\$17.52/hr.): Jennifer LaBombard, effective September 25, 2019.

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve OTHER: CHIEF PRIVACY OFFICER 2019-2020: Lisa DiSibio.

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE ADMINISTRATOR: Daniel Hunter, effective September 18, 2019 (Districtwide; \$600 per day).

Motion was made by Ron Maginniss, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Memorandum of Agreement re: Paraprofessional Negotiated Agreement.

\*Conditional pending fingerprinting clearance

Motion was made by Ron Maginniss, seconded by Peter McCann, and carried when all Board members present voted in favor to approve Technical Services Agreement: Westchester Institute for Human Development.

Motion was made by Ron Maginniss, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Amendment to Lease Agreement: ASK US.

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to adjourn to Executive Session at 8:03 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:18 p.m. on motion by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor.

Meeting adjourned at 8:18 p.m. on motion by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock  
District Clerk

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

**PERSONNEL:**

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

**TEACHERS**

**T-1            REVISION TO TENURE AREA**

Mary Alotta, Elementary  
(approved as Pre-K at the August 15, 2019 BoE meeting)

Caitlin DeGirolamo, Elementary  
(approved as Pre-K at the August 15, 2019 BoE meeting)

Melissa Gallagher, Elementary  
(approved as Pre-K at the August 15, 2019 BoE meeting)

**CIVIL SERVICE**

**CL-1            RESIGNATION**

Joanne Owens, Part Time Food Service Worker  
Effective October 4, 2019  
(Beach Street)

Victoria Sidorski, Permanent Substitute Teacher  
Effective October 10, 2019  
(Bayview)

**CL-2            PROBATIONARY APPOINTMENT**

Kyle Daidone, Maintenance Mechanic III  
Effective October 15, 2019  
(Maintenance; Step 1; replacing V. Spielman {resigned})

Cleuzelia D'Asaro, Part Time Food Service Worker  
Effective October 11, 2019  
(Bayview; New Hire Salary; replacing K. Slayback {Cafeteria Aide})

**CL-3            CHANGE IN STATUS**

Jeannine DiMaio, Special Education Aide  
Effective October 11, 2019  
(Oquenock; Step 7; new position; change from Cafeteria Aide)

Heather Mercorella, Library Aide  
Effective October 11, 2019  
(Udall; Step 3; change from Cafeteria Aide)

**CL-4            CHANGE IN TITLE**

Lisa Baynon, Senior Office Assistant  
Effective October 15, 2019  
(High School; Step 12; change from Confidential Secretarial Assistant)

CIVIL SERVICE, continued

**CL-5        SUBSTITUTE FOOD SERVICE WORKER (\$13.00/hr)**

- \*Rose Barba, effective October 11, 2019
- \*C. William Breakstone, effective October 11, 2019  
Joanne Owens, effective October 11, 2019
- \*Christiane Walshe, effective October 11, 2019

**CL-6        SUBSTITUTE GUARD**

- Michael Dilello, effective October 11, 2019 (\$22.12/hr)
- \*Brendon Dion, effective October 11, 2019 (\$22.12/hr)
- Edward O'Brien, effective October 11, 2019 (\$22.12/hr)
- Christopher Vera, effective October 11, 2019 (\$22.12/hr)
- \*James Walczyk, effective October 11, 2019 (\$22.12/hr)

**OTHER**

**MENTOR PROGRAM 2019-2020 SCHOOL YEAR**

Coordinator (\$1,515 stipend)  
Karen McCarthy  
(revision to stipend; approved at the 9/12/2019 BoE meeting)

Mentor (\$1,010 stipend)  
Amanda Harvey (Mary Alotta, Elementary {Pre-K})  
Nancy Hedemark (Stephany Camacho, World Languages)  
Lindsay Simonton (Caitlin DeGirolamo, Elementary {Pre-K})  
Dina Barone (Brittany DiLuciano, World Languages)  
Lynn Larsen (Danielle Dischley, Earth Science)  
James Klimkoski (Kristen Doherty, Physical Education)  
Kerri Ierardi (Melissa Gallagher, Elementary {Pre-K})  
Georgiana Jaycox (Kerri Handel, Special Education)  
Paulina Zarakostas (John Koroneos, Counselor)  
Alexandra Nohowec (Erin Meade, Special Education)  
Elizabeth Winter (Annelise Muscietta, Earth Science)  
Monica Elgut (Jaquelyn Nicholes, World Languages)

**CLUBS/ADVISORS 2019-2020**

**HIGH SCHOOL**

Academic Decathlon, Brainstormers, Kevin Murphy  
Academic Decathlon, Jr. Brainstormers, Noreen Matthews  
Art Club, Linda Marino  
Audio-Visual Club Director, Frank Franzone  
Band Music, David Kaufman  
Chamber Singers, Melissa Senatore  
Chess Club, Paul Bodnar and Christine Maniscalco (shared)  
Coordinator, One Act Plays, Elaine Longo  
Costume Director (All Productions), Elaine Longo  
Creativity Action Service, Virginia Scudder

*\*Conditional Pending Fingerprinting Clearance*

OTHER, continued

CLUBS/ADVISORS 2019-2020, continued

HIGH SCHOOL, continued

Director, Flag Team, James Kraiss  
Director, Musical Play, Ryan Jensen  
Director, Senior Play, Elaine Longo  
Distributive Education Club of America, Diana Saadat  
Drama Coordinator, James Kraiss  
Extra-Curricular Treasurer, Kelly Sepe  
Freshman Class Advisor, Daniel Formichelli  
Freshman Class Advisor, Diana Saadat  
Future Business Leaders Club, Monica Krawczyk and Joanne Macrelli (shared)  
Gay-Straight Alliance, John Koroneos  
Junior Class Advisor, Kristie Ferruzzi  
Junior Class Advisor, Kelly Weisenseel  
Literary Magazine, David Gershfeld  
Mathletes, James Como  
Mathletes, Craig Michel  
Mathletes, Nancy Yost  
Mindfulness Club, Meghan LaRocca  
Mock Trial, Edward Jablonski  
Music Director (Musical Production), Melissa Senatore  
National Art Honor Society, Annette Musteric  
National English Honor Society, David Gershfeld  
National Honor Society, Dina Barone and Beth Crimi (shared)  
New York State Business and Marketing Honor Society, Joanne Macrelli and Patricia Stack (shared)  
Photographer: Newspaper/Yearbook, Dawn DiVisconti and Christine Maniscalco (shared)  
Pit Director, Musical, David Kaufman  
Robotics, Andrew Baranec  
Robotics, Daniel Formichelli  
School Store, Diana Saadat  
Science Honor Society, Diane Munno  
Science Olympiad, Jessica Picone and Linda Tong (shared)  
Senior Class Advisor, Tara Annunziata  
Senior Class Advisor, Alissa Nanda  
Sets Director (All Productions), Michael Taranto  
Sophomore Class Advisor, James Dooley  
Sophomore Class Advisor, Colleen Reilly  
Students Against Drunk Drivers (S.A.D.D.), Meghan LaRocca  
Student Senate, Edward Jablonski  
Student Senate, David Moglia  
Students for the Environment Club, Brian Haldenwang  
Thirst Project Club, Paola Nilsen  
Tri-M Music Honor Society, Ryan Jensen  
World Language Honor Society, Brittany DiLuciano and Sarah Willmann (shared)  
Yearbook, Dawn DiVisconti and Christine Maniscalco (shared)



OTHER, continued

CLUBS/ADVISORS 2019-2020, continued

BEACH STREET MIDDLE SCHOOL

Art Club, Jill Culver  
Costume Director, Maura Maynard  
Diversity Club, Fran Ahearn  
Drama Director, Justin DeMaio  
Drama Director, Shane O'Neill  
Geography Club, John Kennedy  
Helping Hands Club, Kathleen Crowley  
Homework Help Club (Winter), Theresa Robertson  
Homework Help Club (Spring), Theresa Robertson  
Mathletes, Jeannine Conaghan and Christopher Salerno (shared)  
Mindfulness Club, Danielle Rufrano  
Music Director, Justin DeMaio  
National Junior Honor Society, Christine McCann and Theresa Robertson (shared)  
Newspaper, Danielle Rufrano  
Peer Tutoring Club, Grade 6 and 7, Kathleen Crowley  
Peer Tutoring Club, Grade 8, Christine McCann  
Photographer, Dennis Mazzalonga  
School Store, Kristen Grossi  
Science Olympiad, Andrea Miller  
Set Director, Shane O'Neill  
Strategic Games & Activities Club, John Kennedy  
Student Council, Jesse Fawess  
Student Council, Lynnette Fawess  
Study Skills, Grades 7 and 8, Christine McCann  
Yearbook, Theresa Robertson

UDALL ROAD MIDDLE SCHOOL

Activities, Grade 6, Kristine Hagens  
Activities, Grades 7 and 8, Pamela Diorio  
Art Club, Gregory Ziems  
Beautification Club, Kelly Cassese  
Best Buddies, Kathryn Dranoff and Lindsey Brooks (shared)  
Costume Director, Shane O'Neill  
Current Events, Deborah Pulitano  
Drama Director, Justin DeMaio  
Drama Director, Shane O'Neill  
Health Club, Tricia Mileti  
Homework Club, Grade 6, Jeanette Merola  
Homework Club, Grades 7 and 8, Jeanette Merola  
Horticulture Club, Thomas Loudon  
International Club, Kristina Rocco  
Mathletes, Lawrence Sciarrino  
Mindfulness Club, Melissa Morales

OTHER, continued

CLUBS/ADVISORS 2019-2020, continued

UDALL ROAD MIDDLE SCHOOL, continued

Musical Director, Justin DeMaio  
National Junior Honor Society, Danielle Dischley  
Peer Tutoring Club, Alyssa Urbach  
School Store, Anne Bean  
Science Olympiad, Kristine Hagens  
Sets Director, Justin DeMaio and Shane O'Neill (shared)  
Student Council, Pamela Diorio  
Student Council, Kristine Hagens  
Yearbook, Alyssa Urbach  
Yearbook Photographer, Michael Taranto  
Yoga Club, Kristen Finnegan

BAYVIEW ELEMENTARY SCHOOL

Bayview Number Ninjas Club, Scott Key  
Board Game Club, Denise Campasano  
Drama Director, Justin DeMaio  
Da'Vinci Art Club, Louise Stephenson

DISTRICTWIDE

Combined Band, All District, James Kraiss  
Combined Chorus, All District, Melissa Senatore  
Combined Orchestra, All District, Ryan Jensen  
Director, Chamber Orchestra, Beach/Udall, Lynnette Fawess  
Director, Jazz Band, Beach, Stephen Smith  
Director, Jazz Band, Udall, Lu Ann Peskanov  
Director, Jazz Ensemble, James Kraiss  
Director, Jazz Lab, David Kaufman  
Director, Marching/Pep Band, James Kraiss

MANETUCK ELEMENTARY SCHOOL

Art Club Grades 1 and 2, Tom McGunnigle  
Community Service Club Grades K-2, Kerri Ierardi and Susan Marullo (shared)  
Digital Yearbook Grades 4 and 5, Kristyna Acerno  
Math Club, Grades K and 1, Christine Chocko

OQUENOCK ELEMENTARY SCHOOL

Art Club, Janet Wolfe  
Fitness Club, Melinda Monahan and Debbie Throo (shared)  
Kindness Club, Lisa Brush  
Number Crunchers Club, Nicole Cagno-Angerame  
STEM Club, Diane Calderone

OTHER, continued

CLUBS/ADVISORS 2019-2020, continued

PAUL J. BELLEW ELEMENTARY SCHOOL

Creative Minds, Kristen Amoia  
Drama Director, Fran Coiro and Shane O'Neill (shared)  
Geography Bee Club, Linda Canonico and Karen McCarthy (shared)  
Mindset Club, Darlene Squillante  
Tech Time, Danielle Blaise

FALL 2019 HIGH SCHOOL COACHES

CHEERLEADING

Nicole Shaw, J.V. Coach  
(change from Udall)

Andre Banks, Volunteer Varsity and J. V. Coach

FALL 2019 MIDDLE SCHOOL COACHES

CHEERLEADING

Lisa Schecter, Udall 7-8 Coach  
(replacing N. Shaw {moved to H.S.})

INSTRUCTIONAL SWIM AND FAMILY SWIM PROGRAM 2019-2020

LIFEGUARDS (\$12 per hour)

Jillian Bosch	Jason Galetto
Isaiah Brown-Rodriguez	Mark Regan
Spencer Figueroa	Jessica Witzgall

HOMEBOUND INSTRUCTOR (\$30.00/hr)

Marni Bock, effective September 25, 2019  
Laura Boehman, effective September 25, 2019  
Nicole Casanova, effective October 10, 2019  
Danielle Gick, effective September 20, 2019  
Christa Lauriguet, effective October 11, 2019

SUBSTITUTE TEACHER (\$115 per diem)

Marni Bock, effective September 25, 2019  
Laura Boehman, effective September 25, 2019  
Nicole Casanova, effective October 11, 2019  
Nancy Costa, effective October 11, 2019  
Philip DeSantis, effective September 25, 2019  
Danielle Gick, effective September 20, 2019  
\*Kyle Kerrigan, effective October 11, 2019, *student teacher*

*\*Conditional Pending Fingerprinting Clearance*

OTHER, continued

SUBSTITUTE TEACHER (\$115 per diem), continued

Christa Lauriguet, effective October 11, 2019  
Jenna Pessoni, effective October 11, 2019  
Alison Ryczek, effective October 11, 2019  
Jessica Suarez, effective October 11, 2019  
Matthew Sullivan, effective October 11, 2019  
Erin Tyrie, effective October 2, 2019  
Shannon Walsh, effective October 11, 2019  
Amanda Weinstein, effective October 11, 2019

SUBSTITUTE TEACHING ASSISTANT (\$85 per diem)

\*Kyle Kerrigan, effective October 11, 2019  
\*Sandy Olsen, effective October 11, 2019  
Jessica Pessoni, effective October 11, 2019  
Matthew Sullivan, effective October 11, 2019

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT"), having its principle place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795, and Brookville Center for Children's Services, Inc. (hereinafter the "CONSULTANT"), having a principle mailing address of 189 Wheatley Road, Brookville, New York 11545.

### 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:
  - 1) To provide District-wide related services as set forth in Exhibit "A" of this Agreement.
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 any 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.
6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

### 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 at the rates provided in Exhibit "A" of this Agreement.

E. INSURANCE

1. The CONSULTANT, at its sole expense, shall procure and maintain the following policies 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 the CONSULTANT in connection with the performance of the CONSULTANT'S responsibilities under this Agreement:

a. Commercial General Liability:

1) Coverage and Limits:

Occurrence	
General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Per Occurrence Limit	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

2) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent

3) Extensions – Mandatory:

- a) Sexual Abuse and Molestation Coverage
- b) Contractual Liability extending to indemnification
- c) The general liability is to be primary and non-contributory.
- d) Waiver of Subrogation in favor of the additional insured.

b. Workers Compensation, Employers' Liability and NYS Disability:

1) Coverage:

Statutory

2) Extensions:

Voluntary Compensation; All States Coverage  
Employers Liability – Unlimited

c. School Leaders Errors & Omissions/Professional Liability Coverage:

1) Limit \$1,000,000 each claim

2) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board  
of Education, employees and volunteers using ISO Form  
CG2026 or equivalent

d. Automobile Insurance:

1) Limit                                    \$1,000,000 Combined Single Limit

e. Umbrella Liability

1) Coverage:

Umbrella Form, or Excess Follow Form of primary general liability, Sexual Abuse and Molestation, School Leaders Errors & Omissions/Professional Liability and Automobile Liability.

2) Minimum Limit:                    \$10,000,000

3) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board  
of Education, employees and volunteers using ISO Form  
CG2026 or equivalent.

2. New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the School's discretion. The insurance carrier must have an A.M. Best Rating of at least A, X.
3. In the event any of the aforementioned insurance policies are materially changed, cancelled or not renewed, the CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
4. The policies shall state that the organization's coverage shall be primary, non-contributory coverage for the DISTRICT, its Board, employees and volunteers.
5. DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or similar such forms to verify endorsement as may be used by the respective insurer. A copy of the endorsement shall be attached to the certificate of insurance.
6. Upon the execution of this Agreement, the CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees, and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.



7. Failure of CONSULTANT to obtain such insurance shall constitute a material breach of this contract.
8. In the event that any of the insurance coverage to be provided by the CONSULTANT contains a deductible, CONSULTANT shall indemnify and hold DISTRICT harmless from payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the CONSULTANT.
9. CONSULTANT shall provide the DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. CONSULTANT further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects CONSULTANT to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages DISTRICT sustains as a result of this breach. In addition, CONSULTANT shall be responsible for indemnification to DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

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 substantive and procedural laws and regulations of the State of New York and applicable Federal laws and regulations. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court located in County of Suffolk, 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 such court.

#### K. ENTIRE AGREEMENT

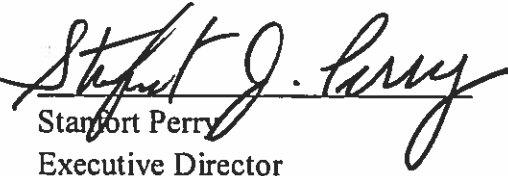
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

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

Brookville Center for Children's Services, Inc.

West Islip Union Free School District

BY:

  
Stanford Perry  
Executive Director

BY:

\_\_\_\_\_  
Steven D. Gellar  
President, Board of Education

# **EXHIBIT A**

**BROOKVILLE CENTER FOR CHILDREN'S SERVICES (BCCS)**  
**HOME/COMMUNITY-BASED PROGRAM**  
**RELATED EDUCATION SERVICES**  
**RATE SHEET**  
**2019-2020 SCHOOL YEAR**

<b>Name of Services:</b>	<b>Unit:</b>	<b>Cost:</b>
Special Education/ABA Services by Special Education Teacher	1 hour	\$90.00
ABA Supervision by Special Education Teacher	1 hour	\$95.00
ABA Aide- In Home	1 hour	\$30.00
Behavior Intervention Services	1 hour	\$95.00
Counseling, Parent Training	1 hour	\$95.00
Educational Evaluation	Evaluation	\$206.00
Functional Behavior Assessment/Behavior Intervention Plan by Special Education Teacher	1 hour	\$90.00
Functional Behavior Assessment/Behavior Intervention Plan by Psychologist/BCBA	1 hour	\$120.00
OT Evaluation	Evaluation	\$206.00
Occupational Therapy Individual	1 hour	\$95.00
PT Evaluation	Evaluation	\$206.00
Physical Therapy Individual	1 hour	\$95.00
Psychological Evaluation	Evaluation	\$304.00
Resource Room	1 hour	\$90.00
Social History Evaluation	Evaluation	\$180.00
Speech Evaluation	Evaluation	\$206.00
Speech Therapy individual	1 hour	\$95.00

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795, and Brookville Center for Children's Services, Inc., (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 189 Wheatley Road, Brookville, New York 11545.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 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. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:
  - a. To provide full-day instruction and related services as per the Addendum attached as Exhibit "A" in strict compliance with each student's Individualized Education Plan ("IEP");
  - b. SCHOOL agrees to provide individualized instruction to students specified by the DISTRICT in accordance with each student's IEP for the applicable school year;
  - c. SCHOOL agrees to provide individualized instruction based on the principles of applied behavioral analysis to students specified by the DISTRICT, and the services are to be provided by appropriately trained individuals;
  - d. SCHOOL agrees to submit to the DISTRICT, on a timely basis, reports of the services rendered;

- e. SCHOOL shall provide supervision of all employees under this Agreement. SCHOOL shall promptly notify the DISTRICT of any problems, situations or incidents that occur during the provision of services.
  - f. SCHOOL shall make relevant personnel available to participate in DISTRICT 504 and Committee on Special Education ("CSE") meetings, where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
  - g. SCHOOL shall provide the DISTRICT with a copy of any progress reports, testing and/or observation reports which are prepared in connection with the services provided pursuant to this Agreement.
2. The SCHOOL shall provide the services set forth in this Agreement to those students as provided in Exhibit "A."
  3. SCHOOL shall provide the DISTRICT with a copy of any progress reports, testing, and/or observation reports prepared in connection with the students served.
  4. SCHOOL further agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, New York State and local laws, rules, and regulations.
  5. SCHOOL shall be responsible for appropriate staff orientation and training for all its educational and supporting personnel, including, but not limited to, in-service training related to the provision of educational services to students with disabilities.
  6. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student's IEP, as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student's IEP.
  7. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
  8. The SCHOOL shall contact and obtain from the Office of Children and Family Services a letter stating that they have reviewed the State Central Register's records and that they do not find any individuals providing services under this Agreement to be the subject of an indicated case of child abuse and maltreatment as defined in accordance with the provisions and limitations of section 424-a of the Social Services Law, as that statute had been modified by applicable court decisions.
  9. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.

10. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
11. At the DISTRICT'S request, the SCHOOL shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
13. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
14. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
15. The SCHOOL will work cooperatively with the DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
16. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of same.
17. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.



18. 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).
19. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
20. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
21. Upon reasonable prior written notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.
22. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the SCHOOL shall promptly give written notice of same to the DISTRICT.
23. Insurance
  - a. The SCHOOL, at its sole expense, shall procure and maintain the following policies and other insurance as shall be necessary to insure the SCHOOL and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the SCHOOL in connection with the performance of the SCHOOL's responsibilities under this Agreement:

i. Commercial General Liability:

1) Coverage and Limits:

Occurrence	
General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Per Occurrence Limit	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

2) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent

3) Extensions – Mandatory:

- a) Sexual Abuse and Molestation Coverage
- b) Contractual Liability extending to indemnification
- c) The general liability is to be primary and non-contributory.
- d) Waiver of Subrogation in favor of the additional insured.

ii. Workers Compensation, Employers' Liability and NYS Disability:

1) Coverage:

Statutory

2) Extensions:

Voluntary Compensation; All States Coverage  
Employers Liability - Unlimited

iii. School Leaders Errors & Omissions/Professional Liability Coverage:

1) Limit \$1,000,000 each claim

2) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent

iv. Automobile Insurance:

1) Limit \$1,000,000 Combined Single Limit

v. Umbrella Liability

1) Coverage:

Umbrella Form, or Excess Follow Form of primary general liability, Sexual Abuse and Molestation, School Leaders Errors & Omissions/Professional Liability and Automobile Liability.

2) Minimum Limit: \$10,000,000

3) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent.

- b. New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the School's discretion. The insurance carrier must have an A.M. Best Rating of at least A, X.
- c. In the event any of the aforementioned insurance policies are materially changed, cancelled or not renewed, the SCHOOL shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. The policies shall state that the organization's coverage shall be primary, non-contributory coverage for the DISTRICT, its Board, employees and volunteers.
- e. DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or similar such forms to verify endorsement as may be used by the respective insurer. A copy of the endorsement shall be attached to the certificate of insurance.
- f. Upon the execution of this Agreement, the SCHOOL will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees, and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.
- g. Failure of SCHOOL to obtain such insurance shall constitute a material breach of this contract.
- h. In the event that any of the insurance coverage to be provided by the SCHOOL contains a deductible, SCHOOL shall indemnify and hold DISTRICT harmless from payment of such deductible, which deductible

shall in all circumstances remain the sole obligation and expense of the SCHOOL.

- i. SCHOOL shall provide the DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SCHOOL further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects SCHOOL to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages DISTRICT sustains as a result of this breach. In addition, SCHOOL shall be responsible for indemnification to DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

C. COMPENSATION:

1. The SCHOOL shall be entitled to recover tuition from the DISTRICT for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education.
  - a. If the tuition rates for this school year are not available at the beginning of that school year, the DISTRICT shall pay the rate applicable to the previous school year until the new rates are set, at which time the parties shall adjust tuition payments so that the DISTRICT shall have paid in accordance with the rates applicable to that current school year.
2. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.
4. The DISTRICT shall give the SCHOOL notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination
  - a. Either the DISTRICT or the SCHOOL may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

- b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
- c. In the event the DISTRICT or the SCHOOL terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Defense / Indemnification

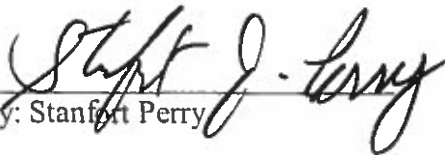
- a. The DISTRICT agrees to defend, indemnify and hold harmless the SCHOOL, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, 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.
  - b. The SCHOOL agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SCHOOL, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
3. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Ms. Jeanne Dowling  
West Islip UFSD  
100 Sherman Avenue  
West Islip, NY 11795

To School: Attention: Stanford Perry  
Executive Director  
Brookville Center for Children's Services, Inc.  
189 Wheatley Road  
Brookville, NY 11545

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

BROOKVILLE CENTER FOR  
CHILDREN'S SERVICES, INC.

  
By: Stanford Perry

Executive Director

WEST ISLIP UNION  
FREE SCHOOL DISTRICT

\_\_\_\_\_  
By: Steven D. Gellar

President, Board of Education

**TUITION CONTRACT  
FOR  
SPECIAL EDUCATION SERVICES**

AGREEMENT made by and between the Board of Education of the Commack Union Free School District, having its principal office at Clay Pitts Road, P.O. Box 150, Commack, New York 11731 (hereinafter called the "Receiving School District"), and the Board of Education of the West Islip Union Free School District having its principal office at 100 Sherman Avenue, West Islip, New York 11795 (hereinafter called the "Sending School District").

**WITNESSETH:**

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

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

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

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

NOW, THEREFORE, the parties mutually agree as follows:

**A. TERM:**

1. The Sending School District hereby agrees to place, and the Receiving School District agrees to accept, the student(s) listed on the attached "Confidential Schedule A" in an appropriate program of the Receiving School District for the 2019-2020 school year. The term of this Agreement shall be from September 1, 2019 through June 30, 2020 inclusive, unless earlier terminated as provided in this Agreement.

**B. COMPENSATION:**

1. The Receiving School District shall be entitled to recover tuition from the Sending School District for each student receiving services pursuant to this Agreement. The

Sending School District shall pay the Receiving School District the total estimated tuition as indicated for each student on Confidential Schedule A, which includes Basic Instruction and additional services for 10 months.

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

C. SERVICES AND RESPONSIBILITIES:

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



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

D. INSURANCE:

1. The Receiving District, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the Receiving District and the Sending District, including the Board of Education, employees and volunteers, as additionally insured, against any claim for liability, personal injury or death occasioned directly or indirectly by the Receiving District in connection with the performance of the Receiving District's responsibilities under this agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be written by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-Minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the receiving district shall notify the sending district in writing within thirty

(30) days of such cancellation or non-renewal.

E. REPRESENTATIONS:

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

F. CONDITIONS:

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

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

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

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

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

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

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

#### G. TERMINATION:

1. Either the Sending School District or the Receiving School District may terminate this Agreement upon thirty (30) days prior written notice to the other party, subject to any asserted pendency rights. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

2. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
3. In the event the Sending School District or the Receiving School District terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.
4. In the event the Sending School District's CSE changes the student's program or placement recommendation, the Receiving School District shall be entitled to a pro rata share of tuition through and including the final date of the student's attendance in the Program or the last day noticed, whichever is later.

H. NOTICES:

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

To the Receiving School District:

Superintendent of Schools  
Commack UFSD  
Clay Pitts Road  
P.O. Box 150  
Commack, NY 11725

To Sending School District:

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

I. GENERAL:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
2. The relationship of the Receiving School District and the Sending School District over the course of this Agreement shall at all times be deemed an Independent Contractor. Employees of the Receiving School District are solely deemed employees of the Receiving School District for purpose of this Agreement and the

Receiving School District is entirely responsible for their supervision, work, and compensation. Employees of the Receiving School District will not be entitled to participate in any of the Sending School District's employee benefit programs such as workers' compensation, unemployment insurance, retirement benefits, fringe benefits, disability benefits, or other similar programs.

3. Both parties acknowledge and agree to comply with all laws, rules and/or regulations as applicable and pertaining to the confidentiality of information obtained, transmitted, reviewed, generated, requested, provided, maintained and/or otherwise utilized in connection with this Agreement. This shall include but not be limited to the requirements of the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any concurrent Federal And/or State law, rule and/or regulation. The Receiving School District agrees that it will not disclose confidential information to third parties except as provided for and necessitated under this Agreement. This provision will survive the termination of this Agreement.
4. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
5. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provisions(s) eliminated.
6. This Agreement and the rights and obligations of the parties hereunder shall be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement shall be litigated in the Supreme Court, Suffolk County, New York or any other court of New York State located in Suffolk County, New York.
7. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
8. There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.
9. This is a negotiated agreement, and this Agreement shall not be construed against any party by reason of this Agreement being prepared by such party's attorney.

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

Sending School District

Receiving School District

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

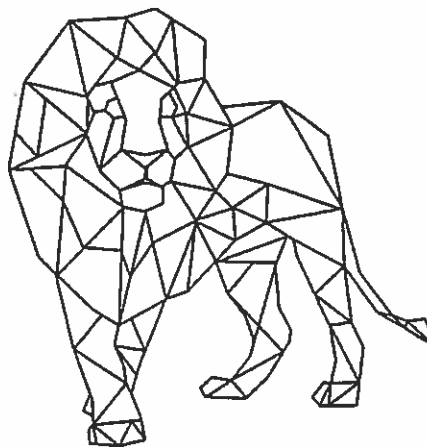
\_\_\_\_\_  
By: Steven Hartman  
President, Board of Education

Date \_\_\_\_\_

Date \_\_\_\_\_

**James R. Grover**  
**Director of Math, Business,**  
**& FACS**

West Islip School District  
One Lion's Path  
West Islip, New York 11795  
(631)504-5808



**TO:** Elisa Pellati  
**FROM:** James Grover  
**DATE:** September 20, 2019  
**RE:** Obsolete Textbooks

I am requesting the surplus of the following old textbooks, which have not been used in 3 years and are now obsolete due to the purchase and adoption of a new series. These books are located in the High School Book room.

HMH Alg 2 Wbk ISBN: # 9780544385900  
HMH Alg 1 Wbk ISBN: # 9780544368187  
HMH Geom Wbk ISBN: # 9780544385801

If you have any questions or concerns, please let me know.

Cc: Dawn Morrison



**WI**  
**WEST ISLIP PUBLIC SCHOOLS**  
**DEPARTMENT OF ART AND MUSIC EDUCATION**



*Mr. Eric R. Albinder, Director*  
*1 Lion's Path, West Islip, NY 11795*  
*Email: e.albinder@wi.k12.ny.us*  
*Phone: (631)504-5806 • Fax: (631)893-3270*

**Memorandum**

**To:** Elisa Pellati, Assistant Superintendent for Business

**From:** Eric Albinder

**Date:** September 23, 2019

**Re:** Surplus of Art Equipment

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I would like to request the surplus of 2 cutting boards and 1 drying rack that are located in Room 120 at West Islip High School. The cutting boards and drying rack are not usable. There are no serial numbers or bar codes on these items.



**BEACH STREET MIDDLE SCHOOL**  
**West Islip, New York 11795**

**MEMORANDUM**

**TO:** *Elisa Pellati, Asst. Superintendent for Business*  
**CC:** *Donna DeFreitas, Karen Appollo*  
**FROM:** *Andrew O'Farrell*  
**DATE:** *September 24, 2019*  
**RE:** *Surplus Audio/Visual Materials*

*Beach Street Middle School has the following old VHS RCA DSP3 Camcorder and an EIKI 5030 cassette player on hand for surplus.*

*Thank you.*

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$1,552.73 from Ahold Delhaize USA, which have been donated for the purchase of supplies for the students of the Paul J. Bellew Elementary School.

WHEREAS, the West Islip Union Free School District is in receipt of a donated 1998 Mazda sedan with an estimated value of \$1,275.00 from Julianne Borg, which has been donated for use in the Automotive Technology classes for the students of West Islip High School.

RESOLUTION: INCREASE 2019/2020 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorizes the appropriation budget for the 2019/2020 school year to be increased to \$125,910,365.95, an increase of the \$1,552.73 donation from Ahold Delhaize USA for the Paul J. Bellew Elementary School.



Retail Business Services  
P.O. Box 7200  
Carlisle, PA 17013

CHECK NO: 008069204  
CHECK DATE: 05/10/2019  
CHECK AMOUNT: \$1,552.73

REMITTANCE DETAIL

Invoice Date	Dept.	Loc#	Invoice/Ref#	PO #	Gross Amount	Discount Amount	Amount Paid
05/08/2019	COMPANY: EDTH	6930	AHOLD DELHAIZE USA A+REWARDS 2019	STOP AND SHOP	SUPPLIER: 1,552.73	703122 .00	1,552.73
<b>Totals</b>					1,552.73	.00	1,552.73

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

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

CHECK NUMBER: 008069204  
CHECK DATE: 05/10/2019  
52 153/112

TO THE ORDER OF  
**PAUL J BELLEW ELEMENTARY SCHOOL**  
PAY ONE THOUSAND FIVE HUNDRED FIFTY TWO DOLLARS & 73/100\*\*

\*\*\*\*\*1,552.73\*\*

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

*Katherine Adams*  
CIS, Vice President

⑈008069204⑈ ⑆011201539⑆ 80076 864⑈

671003-701 R11 Donnelley 2013 - 0607

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: JULIANNE BORG

DONOR ADDRESS: 34 FLINT RD, AMITY HARBOR, NY 11701

DONATION: [ ] Cash or Check [X] Goods [ ] Service

Please provide a listing of the item(s) to be donated and the related value.

1998 MAZDA 626 4DR SEDAN
ESTIMATED KBB VALUE \$1275

Select the fund and provide the budget code(s) of where the donation should be recorded.

[ ] General Fund [ ] Extracurricular Fund [ ] Trust & Agency Budget Code

Anticipated Date of Delivery to the School 9/24/19

Any related installation costs? [ ] Yes [X] No Estimated Annual Cost

Any expected maintenance costs? [ ] Yes [X] No Estimated Annual Cost

Purpose of the donation? AUTOMOTIVE CLASS LESSONS

Which building/department will benefit from the donation? HS / ENGINEERING TECHNOLOGY

Principal's/Administrator's Signature & Date [Signature] 9/24/19

To be completed by the Business Office:

Board of Education Approval Date

Budget Adjustment Recorded

This form is to be filed with the Superintendent by the first of the month, at which time the Board of Education, at the next regular meeting, will act upon the donation.

Those considering making gifts to the District should note that the District can assume no responsibility for the accuracy of estimated values assigned to the donated item(s).

**WEST ISLIP HIGH SCHOOL**  
**ENGINEERING TECHNOLOGY**



Engineering the Future, Today.

Members of the Board:

The following equipment and materials have been donated to the Technology Department

for use in the Automotive Technology classes. The donation was made by:

JULIANNE BORG

34 FLINT RD

AMITY HARBOR, NY 11701

VEHICLE:

YEAR: 1998

MAKE: MAZDA

MODEL: 626

STYLE: SEDAN

DETAILS: Vehicle runs, may need timing belt changed. to be used as a shop car for automotive instruction.

VIN: 1YVGF22COW5767871

Kelly Blue Book - Estimated value \$1275

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](mailto:b.buonomo@wi.k12.ny.us) / 631.504.5877

School Year 2019-2020

**RESOLUTION (A)**

**JOINT MUNICIPAL COOPERATIVE BIDDING PROGRAM**

WHEREAS, various educational and municipal corporations located within the State of New York desire to bid jointly for generally needed services and standardized supply and equipment items; and

WHEREAS, the WEST ISLIP UNION FREE SCHOOL DISTRICT, an educational/municipal corporation (hereinafter the "Participant") is desirous of selectively participating with other educational and/or municipal corporations in the State of New York in joint bidding in the areas mentioned above pursuant to General Municipal Law § 119-o and Education Law Section 1950; and

WHEREAS, the Participant is a municipality within the meaning of General Municipal Law § 119-n and is eligible to participate in the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (hereinafter Eastern Suffolk BOCES) Joint Municipal Cooperative Bidding Program (hereinafter the "Program") in the areas mentioned above; and

WHEREAS, the Participant acknowledges receipt of the Program description inclusive of Eastern Suffolk BOCES' standard bid packet and the general conditions relating to said Program; and

WHEREAS, with respect to all activities conducted by the Program, the Participant wishes to delegate to Eastern Suffolk BOCES the responsibility for drafting of bid specifications, advertising for bids, accepting and opening bids, tabulating bids, awarding the bids, and reporting the results to the Participant.

BE IT RESOLVED that the Participant hereby appoints Eastern Suffolk BOCES to represent it and to act as the lead agent in all matters related to the Program as described above; and

BE IT FURTHER RESOLVED that the Participant hereby authorizes Eastern Suffolk BOCES to place all legal advertisements for any required cooperative bidding in Newsday, which is designated as the official newspaper for the Program; and

BE IT FURTHER RESOLVED that a Participant Meeting shall be held annually consisting of a representative from each Program Participant. Notice of the meeting shall be given to each representative at least five (5) days prior to such meeting; and

BE IT FURTHER RESOLVED that an Advisory Committee will be formed consisting of five to ten representatives of Program Participants for a term of three (3) years as authorized by General Municipal Law §119-o.2.j.

BE IT FURTHER RESOLVED that this Agreement with the Participant shall be for a term of one (1) year as authorized by General Municipal Law §119-o.2.j.

BE IT FURTHER RESOLVED that the Participant agrees to pay Eastern Suffolk BOCES an annual fee as determined annually by Eastern Suffolk BOCES to act as the lead agent for the Program.

Dated:

\_\_\_\_\_  
Name of Educational or Municipal Corporation

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Person - Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-Mail Address

# WEST ISLIP UNION FREE SCHOOL DISTRICT

## DISTRICT GOALS AND OBJECTIVES

### 2019-2020

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#### MISSION STATEMENT

The West Islip Community is committed to excellence in education through the establishment of an academic, vocational and social environment in which all children can learn and succeed. Our students will be provided the opportunity to develop their self-esteem and a respect for others while acquiring the knowledge, skills and attitudes to become responsible citizens in a rapidly changing world. Our goal is to have students think in global terms and develop cultural sensitivity and an international orientation. We seek to instill in our students the ability to share their commonalities, celebrate their differences, and appreciate that learning is a lifelong process.

#### I. GOVERNANCE

##### OBJECTIVES:

- Update policies and protocols as required by law and Commissioner's Regulations.
- Provide first year Board trustees with information and training related to the business and finance functions of the school district.

#### II. COMMUNITY

##### OBJECTIVES:

- Provide learning opportunities for parents in the areas of health and wellness, technology, and the use of social media.
- Create a fiscally responsible and operationally efficient budget that maintains and enhances the integrity of all programs.

#### III. CURRICULUM AND INSTRUCTION

##### OBJECTIVES:

- Provide relevant professional development in the areas of technology, literacy, mindfulness, and new curriculum initiatives Pre-K-12.
- Explore the implementation of standards-based grading K-12.
- Implement activities to achieve increased gender diversity in the high school STEM Academy.
- Effect a K-12 (Positive Behavioral Intervention Support) PBIS program.

#### IV. FACILITIES

##### OBJECTIVES:

- Monitor the timeline of construction projects and SED reporting to ensure that funding is available as required, including the timely receipt of State Building Aid.
- Review security systems and implement upgrades as determined.
- Evaluate district needs and identify priority items to fund through the capital reserve.



## V. TECHNOLOGY

### *OBJECTIVES:*

- Inventory and centralize storage of all technology-related equipment.
- Effect a replenishment cycle for equipment to inform future budget and inventory needs.
- Create a NIST (National Institute of Standards and Technology) framework to ensure cybersecurity in the district.
- Streamline the data process between the student information system and software programs.