

AGENDA



BOARD OF EDUCATION

December 12, 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
December 12, 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.*
 - A) Masera property discussion
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the November 19, 2019 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Finance Committee {12/10/2019}
 - B) Buildings and Grounds Committee {12/10/2019}
 - C) Special Education Committee {12/11/2019}
 - D) Safety Committee {12/10/2019}
 - E) Health & Wellness Committee {11/19/2019}
- IX. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- X. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Resolutions
 1. Donation from Alliant Insurance Services, Inc. \$700 → WIUFSD Cafeteria Fund
 2. Special Olympics New York \$1,000 → WIUFSD Unified Basketball Program
 3. Increase to Budget 2019-2020 \$1,000
 - C) Approval of Contracts
 1. Edward M. Petrosky, Psy.D., ABPP
 2. Half Hollow Hills CSD
 3. Hardship and Eligibility Amendments to the WIUFSD 403(b) Retirement Plan
 4. Lindenhurst UFSD
 5. Milestones in Homecare, Inc.
 6. Mountain Lake Academy
 7. South Huntington UFSD
 8. Tender Age Pediatric Therapies
 9. Theralympic Speech, PLLC
 - D) Approval of Surplus
 1. Miscellaneous IT equipment
 2. IBM Selectric III Typewriter – Special Education Department
 3. Miscellaneous Music textbooks at Bayview
 - E) Approval of Resolution re: approval of the Corrective Action Plan as related to the Independent Auditors Report for the year ended June 30, 2019 from R.S. Abrams & Co., LLP

XI. PRESIDENT'S REPORT

- A) Approval of Winkler Amendment to Contract
- B) Approval of Resolution re: destruction of unused and full ballot booklets from the May 21, 2019 election
- C) Approval of Teamsters Local 237 Memorandum of Agreement re: additional duties
- D) Approval of revised Chief/School Physicians 2019-2020

XII. SUPERINTENDENT'S REPORT

XIII. NOTICES/REMINDERS

XIV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

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

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

XVII. CLOSING - Adjournment

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
November 19, 2019 – District Office**

AGENDA ITEM V.
MINUTES
RM 12/12/2019

PRESENT: Mr. Gellar, Mr. Maginniss, Mr. Antoniello, Mr. Compitello, Mr. McCann,
Mr. Michaluk

ABSENT: Mrs. LaRosa

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

ABSENT: None

ATTORNEY: None

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

Mr. Gellar asked for a motion to enter into Executive Session.

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to adjourn to Executive Session at 7:30 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 7:40 p.m. on motion by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor.

APPROVAL OF MINUTES:

Motion was made by Ron Maginniss, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve the minutes of the November 7, 2019 Board of Education Regular Meeting.

PERSONNEL:

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve the following Personnel items:

TEACHING ASSISTANT: PROBATIONARY APPOINTMENT: Jennifer Martin, Teaching Assistant, effective November 20, 2019 to November 19, 2023 (Bayview; Step 1; replacing C. Roma {resigned}).

CIVIL SERVICE: CHILD-BEARING LEAVE OF ABSENCE (unpaid): Kristina Mezzacappa, School Nurse, effective March 2, 2020 through May 29, 2020 (Floating Nurse).

CIVIL SERVICE: PROBATIONARY APPOINTMENT: Christiane Walshe, Part Time Food Service Worker, effective November 25, 2019 (Beach Street; replacing J. Owens {resigned}).

CIVIL SERVICE: PROBATIONARY APPOINTMENT: Patricia Liggan, Personnel Assistant (Confidential) effective December 9, 2019 (District Office, replacing L. Baynon {transfer}).

CIVIL SERVICE: CHANGE IN TITLE: Frank Mariani, Custodial Worker I, effective November 11, 2019 (Udall; change from Acting Head Custodian}).

CIVIL SERVICE: RESIGNATION: Lorna Beck, Special Education Aide, effective December 2, 2019 (Paul J. Bellew).

CIVIL SERVICE: SUBSTITUTE PARAPROFESSIONAL (\$13.00/hr.): Jena Colon, effective November 20, 2019; *Diane Larkin, effective November 20, 2019.

**Conditional Pending Fingerprinting Clearance*

PERSONNEL - *continued*

OTHER: PERMANENT SUBSTITUTE TEACHER (\$130 per diem): Natalie Lorey, effective December 2, 2019.

OTHER: HOMEBOUND INSTRUCTOR (\$30.00/hr.): Natalie Lorey, effective December 2, 2019.

OTHER: MENTOR PROGRAM 2019-2020 SCHOOL YEAR: Mentor \$1,000 stipend pro-rated) John Ruggiero, (Danielle Dischley, Earth Science) effective November 9, 2019 (Replacing L. Larsen).

OTHER: WINTER HIGH SCHOOL COACH 2019-2020: WRESTLING: Joseph Byrne, Varsity Wrestling Volunteer.

OTHER: SPRING HIGH SCHOOL COACH 2019-2020: SOFTBALL: Colleen Reilly, Varsity Coach.

OTHER: INSTRUCTIONAL SWIM AND FAMILY SWIM PROGRAM 2019-2020:

LIFEGUARDS (\$12 per hour):

Jake Bonomo	Jamie McEnaney
Andrew Fogel	Jack Pollock
Kate Iwasiuk	Kevin Rion
Justin Keane	Timothy Sawina
Richard LaBarca	

DISCUSSION:

Due to the closing of the Masera Learning Center, the Board discussed renaming one of the rooms in the renovated high school music suite in honor of Emil D. Masera.

Motion was made by Paul Michaluk, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 7:42 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:34 p.m. on motion by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor.

Meeting adjourned at 10:34 p.m. on motion by Ron Maginniss, 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 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 LEAVE OF ABSENCE (unpaid)
(Pursuant to the Family Medical Leave Act of 1993-
12 week continuous medical coverage)**

Nicole Perperis, Health
Effective December 2, 2019 through January 24, 2020
(High School)

CIVIL SERVICE

CL-1 RESIGNATION

Kerri Culkin, Part Time Food Service Worker
Effective December 14, 2019
(Oquenock)

CL-2 RETIREMENT

Sylvie Desano, Part Time Food Service Worker
Effective December 21, 2019
(16 years)

Michael Logiudice, Chief Custodian
Effective January 31, 2020
(25 Years)

CL-3 CHANGE IN TITLE

Fortunata DeMartino, Library Aide
Effective December 13, 2019
(High School; Step 8; replacing A. O'Bryen {retired})

CL-4 PROBATIONARY APPOINTMENT

Carol Churpita, Senior Office Assistant
Effective January 13, 2020
(District Office; Step 1; replacing A. Anos {retired})

Mayra Castillo, Cafeteria Aide
Effective December 13, 2019
(Udall; Step 1; replacing H. Mercorella {Library Aide})

Kerri Culkin, Special Education Aide
Effective December 16, 2019
(High School; Step 1; replacing M. Kofler {retired})

Robin LaMorte, Special Education Aide
Effective December 13, 2019
(Paul J. Bellew; Step 1; replacing L. Beck {resigned})

*Angela Weilert, Health Aide
Effective December 13, 2019
(Bayview; Step 1; replacing F. DeMartino {Library Aide})

CL-5 SUBSTITUTE SPECIAL EDUCATION AIDE (\$17.87/hr)

Mayra Castillo, effective December 13, 2019

OTHER

2019 SPRING HIGH SCHOOL COACHES

BASEBALL

Shawn Rush, Varsity Coach
Richard Zeitler, Assistant Varsity Coach
Michael LaCova, J.V. Coach
Joseph LaCova, Varsity/J.V. Volunteer Coach

SOFTBALL

John T. Denninger, Assistant Varsity Coach
Edward Jablonski, J.V. Coach
Kim Raimondi-Rinyu, Varsity/JV Volunteer Coach

BOYS TRACK

Jeremy Robertson, Varsity Coach
John Lavery, Assistant Varsity Coach
Daniel Fannon, Varsity Volunteer Coach

GIRLS TRACK

Nick Grieco, Varsity Coach
Michael DiStefano, Assistant Varsity Coach

BOYS LACROSSE

Thomas Corcoran, Varsity Coach
William Turri, Assistant Varsity Coach
Sean McAleavey, J.V. Coach
Michael Delgado, Assistant J.V. Coach

GIRLS LACROSSE

Joseph Nicolosi, Varsity Coach
Brian Cameron, Assistant Varsity Coach
Thomas Powers, J.V. Coach
Stacy Piropatto, Assistant JV Coach

BOYS TENNIS

George Botsch, Varsity Coach
James Dooley, J.V. Coach

GIRLS GOLF

Thomas Loudon, Varsity Coach

UNIFIED BASKETBALL

Erin Bies, Assistant Coordinator

2019 SPRING MIDDLE SCHOOL COACHES

BASEBALL

Kevin Osburn, 7-8 Udall Coach
Richard Zec, Udall Volunteer Coach
Frank Franzone, 7-8 Beach Coach
Larry Plompen, Beach Volunteer

SOFTBALL

Robert Weiss, 7-8 Udall Coach

BOYS TRACK

Kevin Murphy, 7-8 Udall Coach
Chris Salerno, 7-8 Beach Coach

GIRLS TRACK

Kathryn Dranoff, 7-8 Udall Coach
Lindsay Morgan, 7-8 Beach Coach

BOYS LACROSSE

Greg Schmalenberger, 7-8 Udall Coach
Dennis J. Coleman, Assistant Udall Coach

OTHER, continued

BOYS LACROSSE

Michael Perrone, 7-8 Beach Coach
Anthony Pellati, Assistant Beach Coach

2019 SPRING MIDDLE SCHOOL COACHES

GIRLS LACROSSE

Kelly Weiseneel, 7-8 Udall Coach
Kristie Ferruzzi, Assistant Udall Coach
Kristen Doherty, 7-8 Beach Coach
Daniel Formichelli, Assistant Beach Coach

BOYS & GIRLS SWIMMING

Thomas Bruder, 7-8 Udall-Beach B&G Coach
John {Jack} Luquer, Assistant Udall-Beach B&G Coach

BOYS TENNIS

JoAnne Orehosky, 7-8 Udall-Beach Coach

HOMEBOUND INSTRUCTOR \$30.00/hr)

Meghan Brady, effective December 13, 2019
Kathryne Gruskin, effective December 13, 2019
Jennifer Kelly, effective December 13, 2019

SUBSTITUTE TEACHER (\$115 per diem)

Meghan Brady, effective December 13, 2019
Allison Gunning, effective January 27, 2020, *student teacher*
Kathryne Gruskin, effective December 13, 2019
Jennifer Kelly, effective December 13, 2019
Mark Marron, effective January 23, 2020, *student teacher*
Samantha McEvoy, effective March 16, 2020, *student teacher*
Michele Murphy, effective December 13, 2019
Danielle Rush, effective January 27, 2020, *student teacher*
Alana Schultz, effective January 22, 2020, *student teacher*
Danielle Sugumele, effective January 27, 2020, *student teacher*
Nicolette Zahralban, effective January 22, 2020, *student teacher*

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$700.00 from Alliant Insurance Services, Inc., which have been donated to the Cafeteria Fund to directly benefits the students of the West Islip School District.

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$1,000.00 from Special Olympics of New York, Inc., which have been donated for the purchase of athletic supplies and equipment for the Unified Basketball Program at the 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 \$125,911,290.98, an increase of the \$1,000.000 donation from Special Olympics for the West Islip High School.

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Jennifer Lamirata

DONOR ADDRESS: Alliant Insurance Services, Inc.

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

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

\$700.00 donation to the West Islip Cafeteria Fund

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

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

Anticipated Date of Delivery to the School 11/25/19

Any related installation costs? [] Yes [] No Estimated Annual Cost
If "Yes" please attach approval from Assistant Superintendent for Business.

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

Purpose of the donation? Pay down negative balances that children/families have incurred

Which building/department will benefit from the donation? Food Services

Principal's/Administrator's Signature & Date [Signature] 11/26/2019

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. No item may be accepted as a donation or gift, nor may any item be installed on school premises, prior to the BOE accepting the gift or 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). Donors should also note that while the District will attempt to comply with any stated preferences of the donor(s) relative to the use of the item(s) by a particular program/grade/school, etc., it must nevertheless reserve the right to reassign and/or reallocate such gifts as it deems appropriate so as to best serve the interests of the District.

October 30, 2019

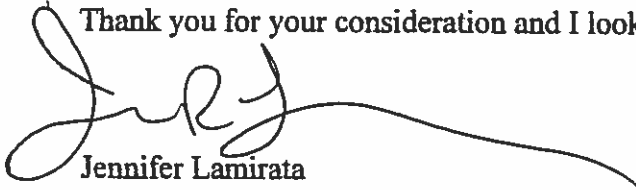
Re: Monetary Donation to WI Cafeteria Lunch Fund

Dear Members of the West Islip Board of Education,

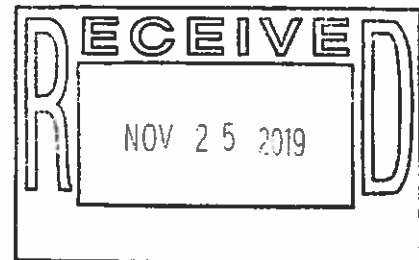
As the Philanthropy Leader at Alliant Insurance Services and on behalf of my coworkers within the division Executive Risk, we have raised \$700 to fight world hunger. We have collectively decided to donate that money to the West Islip Cafeteria Fund to directly pay down any negative lunch balance that the children/families have incurred.

Upon approval from the West Islip Board of Education, I will submit a personal check made payable to "West Islip School District". As stated, I am requesting the money be applied directly and only to the Cafeteria Lunch Fund to offset the negative balance.

Thank you for your consideration and I look forward to hearing from you.



Jennifer Lamirata
Vice President
Executive and Cyber Risk Practice
Alliant Insurance Services, Inc.
140 E 45th Street, Suite 6B
New York, NY 10017
Direct: 212-895-0265
Cell: 631-365-2227
jlamirata@alliant.com



WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Special Olympics NY

DONOR ADDRESS: 504 Balltown Rd, Schenectady, NY 12304

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

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

\$1,000.00

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

[X] General Fund [] Extracurricular Fund [] Trust & Agency Budget Code A28555183594675

Anticipated Date of Delivery to the School 11/26/2019

Any related installation costs? [] Yes [] No Estimated Annual Cost If "Yes" please attach approval from Assistant Superintendent for Business.

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

Purpose of the donation? Donation for Unified Sports

Which building/department will benefit from the donation? Athletics

Principal's/Administrator's Signature & Date [Signature] 11/26/2019

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. No item may be accepted as a donation or gift, nor may any item be installed on school premises, prior to the BOE accepting the gift or 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). Donors should also note that while the District will attempt to comply with any stated preferences of the donor(s) relative to the use of the item(s) by a particular program/grade/school, etc., it must nevertheless reserve the right to reassign and/or reallocate such gifts as it deems appropriate so as to best serve the interests of the District.

West Islip Senior High School

November 4, 2019

Dear Mr. Horan,

We are excited to have you return as a Unified Champion School for the 2019/2020 season. As outlined in the Memorandum of Understanding your school submitted to us last year, your district will receive \$1000.00 in funding support from Special Olympics New York.

This funding is to be used to support Unified Champion Schools activity in your schools, including inclusive sports, youth leadership and advocacy, and whole school engagement. If you need to modify your previous submitted budget, please let us know.

All participating schools will need to complete brief summary reports of activity periodically throughout the program to help fulfill the reporting requirements for the grant that supports the program.

At your earliest convenience, please have your business office submit to me an invoice for the above indicated amount for "Unified Sports and Youth Activation activity".

We are excited that your district will continue to support and participate this unique and impactful program.

Sincerely,



Kyle Walsh
Director of Program- Unified Sports
Special Olympics New York
Kwalsh@nyso.org
(518) 930-4874

Contract for a Neuropsychological Evaluation

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

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

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

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

- **Comprehensive Neuropsychological Evaluation Fee: \$4,900.** This type of evaluation is appropriate for most referrals Dr. Petrosky receives. The particular areas assessed depend on the specifics of the referral question and includes areas such as: attention, executive functioning, memory, language, sensorimotor skills, intelligence, reading, writing, and math. This type of evaluation is appropriate for purposes including educational planning as well as to diagnose learning disabilities such as dyslexia, dyscalculia, dysgraphia, as well as Attention Deficit / Hyperactivity Disorder (ADHD), dyspraxia, the neuropsychological consequences of certain neurological conditions, and Language Disorder.
- **Comprehensive Neuropsychological Evaluation PLUS Testing of Emotional and Personality Functioning Fee: \$5,600.** This includes what is described above under "Comprehensive Neuropsychological Evaluation" and also includes an assessment of emotional and personality functioning, including use of projective tests, and assesses things such as what the client is feeling, what is triggering those emotions, the client's coping style, and the client's perspectives. It is helpful for gaining insight into a person's thoughts and feelings that he or she may not be able or willing to articulate. This additional testing is helpful for making psychiatric diagnoses, such as anxiety disorders, depression, Bipolar Disorders, adjustment disorders, personality disorders, and others. It is also helpful for distinguishing whether a learning disability is causing an emotional issue or an emotional issue is causing a learning problem or both are influencing each other. This type of testing is also helpful to inform treatment planning with a psychotherapist.
- **Comprehensive Neuropsychological Evaluation PLUS Testing of Social Functioning Fee: \$5,600.** This includes what is described above under "Comprehensive Neuropsychological Evaluation" and also includes an assessment of social functioning, including assessing areas such as theory of mind, the client's ability to judge facial expressions and interpret social cues, make social inferences, and the client's social / pragmatic language. This additional testing is appropriate when the referral includes an assessment for Autism Spectrum Disorder, Social (Pragmatic) Communication Disorder, and Nonverbal Learning Disability. It is also helpful when the client's struggles include social skills, making and keeping friends, and developing and maintaining relationships with peers and/or adults.
- **Comprehensive Neuropsychological Evaluation PLUS Testing of Emotional and Personality Functioning AND Testing of Social Functioning Fee: \$5,900.** This includes what is described above under "Comprehensive Neuropsychological Evaluation Only," "Comprehensive Neuropsychological Evaluation PLUS Testing of Emotional and Personality Functioning," and "Testing of Social Functioning."

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

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

[] Comprehensive Neuropsychological Evaluation. Fee: \$4,900.

[] _____ Comprehensive Neuropsychological Evaluation PLUS Testing of Emotional and Personality Functioning. Fee: \$5,600.

[] _____ Comprehensive Neuropsychological Evaluation PLUS Testing of Social Functioning. Fee: \$5,600

[] _____ Comprehensive Neuropsychological Evaluation PLUS Testing of Emotional and Personality Functioning AND Testing of Social Functioning. Fee: \$5,900.

The District agrees to the following terms. All evaluation fees shall be paid within 30 calendar days upon receipt of the invoice and written report. The fee for all of the above evaluations includes the Consultant providing verbal feedback to the student's parent / guardian and, upon request of the District, informal verbal feedback to the District as well as answering the District's questions about the Consultant's report, if any, both of which are provided via telephone at a mutually agreeable time. The Consultant finds that often his CSE participation is not necessary based on the clear and detailed manner by which he writes his reports, however, if requested, the Consultant participates in CSE and other meetings via telephone, arranged at a mutually available date and time, for a fee of \$450 for up to 60 minutes from the time the CSE meeting is scheduled and \$300 per hour for any time beyond 60 minutes, prorated. The fee for CSE meeting participation shall be paid within 30 calendar days upon receipt of the invoice.

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

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

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

Consultant:

Authorized District Representative:

Edward M. Petrosky, Psy.D., ABPP

Print Name

Print Name

Edward M. Petrosky, Psy.D., ABPP

Sign Name

Sign Name

Date

Date

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this 1st day of **September, 2019** by and between the Board of Education of the **West Islip UFSD** (hereinafter the "**DISTRICT OF RESIDENCE**"), having its principal place of business for the purpose of this Agreement at Corner of Beach St. & Sherman Ave., West Islip, NY 11795, and the Board of Education of the **Half Hollow Hills Central School District** (hereinafter the "**DISTRICT OF LOCATION**"), having its principal place of business for the purpose of this Agreement at **525 Half Hollow Road, Dix Hills, NY 11746**.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. **TERM**: The term of this Agreement shall be from July 1, 2019 through June 30, 2020 inclusive, unless terminated earlier as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES**:

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

A student(s) and/or services may be added or deleted from the attached Schedule "A" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

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

C. **COMPENSATION**:

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section

3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.

2. The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.
3. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
4. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. TERMINATION.

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

E. MISCELLANEOUS

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

To DISTRICT OF RESIDENCE: West Islip UFSD
Corner of Beach St. & Sherman Ave.
West Islip, NY 11795

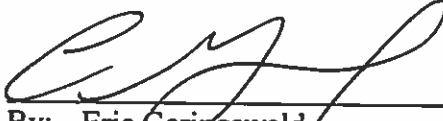
To DISTRICT OF LOCATION: Half Hollow Hills CSD
525 Half Hollow Road
Dix Hills, NY 11746

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not 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.
5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. This Agreement, along with the attached Schedule "A", 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
7. Except for Schedule "A", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.
9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE
West Islip UFSD

DISTRICT OF LOCATION
Half Hollow Hills CSD

By:
President Board of Education
West Islip UFSD



By: Eric Geringswald
President Board of Education
Half Hollow Hills CSD

Date _____

Date 11/22/19

HARDSHIP AND ELIGIBILITY AMENDMENTS TO
THE West Islip UFSD
403(b) RETIREMENT PLAN

WHEREAS, the West Islip UFSD ("Plan Sponsor") maintains the West Islip UFSD 403(b) Retirement Plan ("Plan"); and

WHEREAS, pursuant to Rev. Procs. 2013-22 and 2019-39, and IRS Notice 2018-95, the Plan Sponsor amends the plan documents in a good faith effort to meet the requirements of law, regulations or other issuances regarding eligibility requirements and hardship distributions; and

WHEREAS, this amendment is intended as a good faith effort to comply with the requirements of eligibility to participate in the Plan and hardship distribution final regulations and is to be construed in accordance with the same. Both the Amendment and the eligibility and hardship distribution final regulations will supersede any inconsistent Plan provisions;

NOW, THEREFORE, BE IT RESOLVED that the "Note" provisions set forth in the Adoption Agreement, "Employee Eligibility" is hereby restated and amended to read as follows:

[Note: An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall then be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard. Careful attention must be paid to compliance with the 20-hour rule by the District as it is necessary to the tax-qualification of the Plan.]

[Note: Persons occupying an elected or appointive public office are not eligible for the Plan unless such office is one to which the individual is elected or appointed only if the individual has received training, or is experienced, in the field of education.]

BE IT FURTHER RESOLVED that the "Note" provision set forth in the Adoption Agreement, "Hardship Distributions" is hereby restated and amended to read as follows:

[Note: if hardship distributions under the Plan are allowed, the Plan and Vendors will apply the IRS "safe harbor" rules for such distributions. Effective 1/1/2020, the plan will no longer suspend elective contributions following a hardship withdrawal. See section 5.5 of the Plan for more information.]

BE IT FURTHER RESOLVED that section 5.5 of the Basic Plan Document, "Hardship Withdrawals" is hereby restated and amended to read as follows:

5.5 Hardship Withdrawals

(a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship.

(b) The Individual Agreements shall provide for the exchange of information among the Employer or Employer's agent and the Service Provider(s) to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to Section 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations). In addition, in the case of a hardship withdrawal that is not automatically deemed to be

necessary to satisfy the financial need (pursuant to Section 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations), the Service Provider shall obtain information from the Employer or other Service Provider(s) to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need.

(c) Safe Harbor Contributions/ONECs/OMACs. Effective 1/1/2020, hardship distributions are permitted from Qualified Non-Elective Contributions, Qualified Matching Contributions or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12), if available under the Plan and not held in a Custodial Account.

(d) Amount Necessary to Satisfy Need Requirement. Effective 1/1/2020, a distribution will be determined to satisfy an immediate and heavy financial need only if the three criteria listed below are met:

i. The distribution is not in excess of the amount required to satisfy the financial need (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);

ii. The Participant has obtained all other currently available distributions, other than hardship distributions, under any deferred compensation plan, whether qualified or nonqualified, maintained by the Employer; and

iii. The Participant has represented (in writing or by an electronic medium) that he has insufficient cash or other liquid assets to satisfy the financial need.

(e) Six-Month Suspension. Effective 1/1/2020, the Plan will not initiate a six-month suspension period on Elective Deferrals (and after-tax contributions) following a hardship distribution.

(f) Loan Requirement. Effective 1/1/2020, Participants are not required to take all available nontaxable loans before applying for a hardship distribution.

(g) Modification of Repair Expense. Between 1/1/18 and 2/17/19, the plan modified the safe harbor immediate and heavy financial need expense relating to damage to a principal residence (i.e., §1.401(k)-1(d)(3)(iii)(B)(6) and Basic Plan Document 5.5(g)) to include expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165. Effective 2/19/19, the plan modified the safe harbor immediate and heavy financial need expense relating to damage to a principal residence (i.e., §1.401(k)-1(d)(3)(iii)(B)(6)) to include expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to section 165(h)(5) and whether the loss exceeds 10% of adjusted gross income).

(h) New Safe Harbor Financial Need Provision. Effective 1/1/2020, the following immediate and heavy financial need will be considered as a safe harbor criteria for hardship distributions in addition to the safe harbor financial need provisions outlined in 5.5(g) of the Basic Plan Document and §1.401(k)-1(d)(3)(iii)(B):

i. Expenses and losses (including loss of income) incurred by the Employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, provided that the Employee's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

BE IT FURTHER RESOLVED that the Plan, as restated and amended is hereby approved and adopted.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Resolution and Amendment to be adopted this ____ day of _____, 2019.

West Islip UFSD

By: _____

SPECIAL EDUCATION SERVICES CONTRACT
FOR LINDENHURST UFSD

This Agreement is entered into this _____ day of _____, 20____ by and between the Board of Education of the Lindenhurst Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 350 Daniel Street, Lindenhurst, New York, 11757 and the Board of Education of the **WEST ISLIP PUBLIC SCHOOLS** (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. **TERM**

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

B. **SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, the services to be provided by the RECEIVING DISTRICT shall include, but not be limited to the following:
 - Instructional Services
 - Special Education and Related Services as set forth in each student's Individualized Education Program ("IEP") or 504 Plan.
2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.
3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's IEP or 504 Plan, as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP or 504 Plan.
4. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, color, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, or disability.

6. The RECEIVING DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education ("SAVE") Act, including, but not limited to, background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. The RECEIVING DISTRICT shall comply will all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
10. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
11. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT'S Committee on Special Education ("CSE"), Committee on Pre-School Special Education ("CPSE") or 504 Committees. The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's CSE, CPSE or 504 Committee, where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.
12. The RECEIVING DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.
13. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
14. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. 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") and New York State Education Law Section 2-d.

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

C. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement. The tuition rate shall not exceed the actual net cost of educating such student. If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would

indicate the net cost of educating such student, the tuition rate shall be determined in accordance with the formula set forth in Part 174 of the Regulations of the Commissioner of Education.

- a. The estimated tuition rate pursuant to the Commissioner's formula is currently \$3,216.70 per student per month. If applicable, the estimated tuition rate for a special education aide per month is n/a. Additional Related Services will be billed at cost.
 - b. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.
2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
 3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
 4. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination
 - a. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
 - c. In the event the SENDING DISTRICT or the RECEIVING DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.
2. Independent Contractor:
 - a. RECEIVING DISTRICT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of Federal and State income taxes applicable to this Agreement.
 - b. Neither RECEIVING DISTRICT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's

Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

- c. SENDING DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding Six Hundred (\$600.00) Dollars, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification

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

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

To Sending District: Ms. Jeanne Dowling
Director of Special Education
West Islip School District
100 Sherman Avenue
West Islip, New York 11795

To Receiving District: Dr. Grace P. Chan
Assistant Superintendent for Business
Lindenhurst UFSD
350 Daniel Street
Lindenhurst, NY 11757

- 5. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 6. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
- 7. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

- 8. **Governing Law:** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
- 9. **Venue:** Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
- 10. **Entire Agreement:** This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 11. **Amendment:** This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
- 12. **Execution:** This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SENDING DISTRICT:
WEST ISLIP SCHOOL DISTRICT

RECEIVING DISTRICT:
LINDENHURST UFSD

By: _____
President, Board of Education

By: _____
DONNA HOCHMAN
President, Board of Education

80-20-296079

257635

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2018**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Milestones in Homecare, Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of 24 Roberts Street, Farmingdale, NY 11735.

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:

NURSING SERVICES AS PER THE 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. See 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.

Milestones in Home Care, Inc.

West Islip Union Free School District

BY: Kelly Deyanti

BY: _____

Quote Sheet

2019-2020 West Islip School District Proposal

DESCRIPTION AND FEE FOR SERVICES

**Milestones In Home Care, Inc.
24 Roberts Street
Farmingdale, NY 11735
516.293-0051
www.milestonesihc.com**

**Contact: Kelly Duranti RN, MSN, DON
kd@milestonesihc.com**

RN Services \$65.00/hr.

LPN Services \$58.00/hr.

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

and

Milestones for Munchkins

Supplemental Agreement dated this 1st day of July, 2018 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Milestones in Home Care, Inc.** (the "Contractor") located at 24 Roberts Street, Farmingdale, NY 11735.

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 Milestones for Munchkins.
 - c. "Student" means any person attending or seeking to enroll in an Educational Agency.
 - d. "Student Data" means Personally Identifiable Information of a "Student."
 - e. "Eligible Student" means a Student who is eighteen years or older.

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

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

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

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

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

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

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

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

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

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

Student data is stored in a locked file
cabinet in our office & HIPPA compliance
is maintained.

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.

MILESTONES in HOME CARE, INC.

WEST ISLIP UFSD

By: Kelly Durant

By: _____

Print Name: Kelly Durant

Print Name: _____

Title: CFO

Title: President, Board of Education

Date: 11-16-19

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 Mountain Lake Academy (hereinafter the "CONSULTANT"), having a principal mailing address of 386 River Road, Lake Placid, NY 12946.

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:

**RESIDENTIAL PLACEMENT FOR 2019-2020 AS PER ATTACHED
ADDENDUM**

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per amount approved by the New York State Commissioner of Education for the 2019-2020 school year.

E. INSURANCE

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

2. 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).
3. 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.

Mountain Lake Academy

West Islip Union Free School District

BY:



Executive Director

BY:

President, Board of Education

AGREEMENT

This Agreement is entered into this 1st day of July, 2019 by and between the West Islip Union Free School District School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Ave. West Islip, NY 11795 and the South Huntington Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, New York 11746.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

- A. TERM: The term of this Agreement shall be from July 1, 2019 through June 30, 2020 inclusive, unless terminated earlier as provided for in this Agreement.

- B. SERVICES AND RESPONSIBILITIES:
 1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP. If an IEP for any of the students covered by this Agreement was developed by the DISTRICT OF RESIDENCE, and the DISTRICT OF RESIDENCE obtains written parental consent, the DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of the DISTRICT OF LOCATION. The DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by the DISTRICT OF LOCATION's own Committee on Special Education.
 - a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

 2. The services provided by the DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.

3. The DISTRICT OF LOCATION 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.
4. Both parties to this Agreement shall comply with the provisions of the New York State 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. If requested, each District shall provide the other with the proof of clearance for employment from the New York State Education Department.
5. The DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The DISTRICT OF LOCATION represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
6. Upon execution of this Agreement, the DISTRICT OF LOCATION 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 DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the DISTRICT OF LOCATION shall immediately notify the DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
7. The DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).
8. The DISTRICT OF LOCATION agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material shall be furnished at such times as are required by the State. The DISTRICT OF LOCATION agrees to provide the State access to all relevant records which the State requires to determine either DISTRICT OF LOCATION's or DISTRICT OF RESIDENCE's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of this Agreement or the performance of obligations under this Agreement. The DISTRICT OF LOCATION agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provision or section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
9. The DISTRICT OF LOCATION agrees to furnish written reports of each pupil's educational progress to DISTRICT OF RESIDENCE. DISTRICT OF LOCATION will render such reports to DISTRICT OF RESIDENCE at any time that such reports are

made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the DISTRICT OF RESIDENCE. At a minimum, all reports shall be furnished at the end of each semester, i.e. January 31st and June 30th. Any and all reports shall be furnished upon termination of this Agreement. The DISTRICT OF LOCATION shall provide such additional information concerning the pupil's progress as may be required by the DISTRICT OF RESIDENCE.

10. The DISTRICT OF LOCATION 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 OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by the DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
11. Upon reasonable prior written notice, the DISTRICT OF LOCATION shall be subject to visitation by the DISTRICT OF RESIDENCE and/or its designated representatives during the normal business hours of the DISTRICT OF LOCATION.
12. The DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
13. The DISTRICT OF LOCATION shall maintain monthly attendance records which shall be submitted to DISTRICT OF RESIDENCE at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
14. The DISTRICT OF RESIDENCE shall request and do its best to obtain written consent from parents or guardians of each student covered by this Agreement to the release of personally identifiable information concerning the child from the DISTRICT OF RESIDENCE to the DISTRICT OF LOCATION.
15. 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 DISTRICT OF LOCATION shall promptly give written notice of same to the DISTRICT OF RESIDENCE.
16. The DISTRICT OF LOCATION agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
17. The DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.
18. The DISTRICT OF LOCATION will provide transportation from the nonpublic school to a school in the DISTRICT OF LOCATION and from the DISTRICT OF

LOCATION to the student's home if the special education services are provided after the nonpublic school day.

C. COMPENSATION:

1. The DISTRICT OF LOCATION shall be entitled to recover from the DISTRICT OF RESIDENCE 100% of the actual cost of services that may be charged for each student receiving services pursuant to this Agreement in accordance with the Education Law and the Regulations of the Commissioner of Education, hereinafter referred to as the "Actual Cost of Services."

"Actual Cost of Services" shall mean costs of services, costs of evaluation, and costs of committee on special education administration. However, the Actual Cost of Services shall not exceed the actual cost to the DISTRICT OF LOCATION of providing such services, after deducting any costs paid with federal or state funds.

The DISTRICT OF LOCATION may only recover the Actual Cost of Services directly from the DISTRICT OF RESIDENCE if DISTRICT OF RESIDENCE has obtained parental written consent to the release of personally identifiable information concerning the child to the DISTRICT OF LOCATION. If parental consent to release of such information is not obtained, THE DISTRICT OF LOCATION shall submit a claim for the costs of said services to the Commissioner of Education.

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

The DISTRICT OF LOCATION shall utilize its best efforts to accurately calculate the Actual Cost of Services, and such calculations will be consistent with the maximum costs that may be authorized by the Education Law and the Regulations of the Commissioner of Education to be charged.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by the DISTRICT OF RESIDENCE, except as set forth in paragraph C(1) of this Agreement.

D. INDEMNIFICATION:

1. The DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless the DISTRICT OF RESIDENCE, 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 OF LOCATION, 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.
2. The DISTRICT OF RESIDENCE agrees to defend, indemnify and hold harmless the DISTRICT OF LOCATION, 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 OF RESIDENCE, 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.

E. CONFIDENTIALITY:

1. DISTRICT OF LOCATION, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF LOCATION, its 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. DISTRICT OF LOCATION further agrees that any information received by DISTRICT OF LOCATION, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF RESIDENCE, its employees, agents, clients, and/or students will be treated by DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
2. DISTRICT OF RESIDENCE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF RESIDENCE, its 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. DISTRICT OF RESIDENCE further agrees that any information received by DISTRICT OF RESIDENCE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF LOCATION, its employees, agents, clients, and/or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
4. 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, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

F. REPRESENTATIONS:

1. All employees of DISTRICT OF LOCATION shall be deemed employees of DISTRICT OF LOCATION for all purposes and DISTRICT OF LOCATION alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF LOCATION acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF RESIDENCE. DISTRICT OF LOCATION shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, the DISTRICT OF LOCATION will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. The DISTRICT OF RESIDENCE, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, the DISTRICT OF RESIDENCE will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. The DISTRICT OF LOCATION, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. Neither the DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement

including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

G. INSURANCE:

1. Each party to this Agreement shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect each party from claims set forth below for which the other may be legally liable, whether such operations be by the other party or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
2. Required Insurance:
 - a. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - b. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - d. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of each party performed under the contract for the other party. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
3. Each party shall provide the other with evidence of the above insurance requirements upon execution of the within Agreement. Each party 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 the party to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages the other party sustains as a result of this breach.

H. MISCELLANEOUS

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

To DISTRICT OF RESIDENCE:
West Islip Union Free School District
100 Sherman Ave.
West Islip, NY 11795

To DISTRICT OF LOCATION:
South Huntington Union Free School District
60 Weston Street
Huntington Station, New York 11746

2. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
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 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.
8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

9. 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.

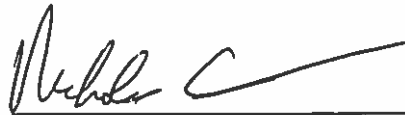
I. AUTHORIZATION TO ENTER INTO AGREEMENT

1. The undersigned representative of DISTRICT OF LOCATION to this Agreement hereby represents and warrants that the undersigned is an officer, director, or agent of DISTRICT OF LOCATION with full legal rights, power and authority to enter into this Agreement on behalf of DISTRICT OF LOCATION and bind DISTRICT OF LOCATION with respect to the obligations enforceable against DISTRICT OF LOCATION in accordance with its terms.
2. The undersigned representative of DISTRICT OF RESIDENCE to this Agreement hereby represents and warrants that the undersigned is an officer, director, or agent of DISTRICT OF RESIDENCE with full legal rights, power and authority to enter into this Agreement on behalf of DISTRICT OF RESIDENCE and bind DISTRICT OF RESIDENCE with respect to the obligations enforceable against DISTRICT OF RESIDENCE in accordance with its terms.

DISTRICT OF RESIDENCE

DISTRICT OF LOCATION

By:



By:

West Islip Union Free School District

South Huntington UFSD

Date: _____

Date: 11/17/19

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 **Tender Age Pediatric Therapies** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1227 Montauk Highway, Oakdale, NY 11769.

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 CONSULTANT to the DISTRICT shall include, but not be limited to the following:

SEE ATTACHED SERVICES AND FEE SCHEDULE

2. CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. 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.
6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct.

7. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT 'S administrative staff and medical staff. CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT 'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT 'S policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other

persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

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

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT :

SEE ATTACHED SERVICES AND FEE SCHEDULE

2. CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The West Islip UDSD shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

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

2. Independent Contractor:
 - a. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
 - b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
 - c. DISTRICT , if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT , at its sole discretion, may deem unqualified.
4. Defense / Indemnification
 - a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT , its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
 - 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. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mrs. Elisa Pellati
 West Islip UFSD
 100 Sherman Avenue
 West Islip, NY 11795

To Consultant: Lori Teitler-Rivera, President
 Tender Age Pediatric Therapies
 1227 Montauk Highway
 Oakdale, NY 11769

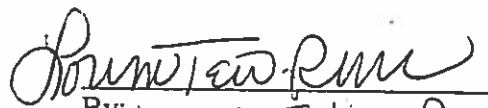
6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce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

11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

DISTRICT


By: Lorena Rivera
President

By: Steven D. Gellar
President, Board of Education

Tender Age Pediatric Therapies
1227 Montauk Highway
Oakdale, NY 11769
631-218-1545

Fees for Services 2019-2020

The following are our agency fees to provide related services in the following areas: OT, PT, speech, vision, social work, ABA, tutoring, meetings, etc.:

Individual Sessions: \$41.00 per 30 minute session
Group Session: \$62.00 per 30 minutes for up to 5 students
Consultant Session: \$41.00 per 30 minute session
Evaluation: \$160.00 per evaluation

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

TENDER AGE PEDIATRIC THERAPIES

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, **Tender Age Pediatric Therapies** (the "Contractor") located at 622 Hawkins Avenue, Ronkonkoma, NY 11779.

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 **Tender Age Pediatric Therapies**.
 - c. "Student" means any person attending or seeking to enroll in an Educational Agency.
 - d. "Student Data" means Personally Identifiable Information of a "Student."
 - e. "Eligible Student" means a Student who is eighteen years or older.

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

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

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

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

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

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the exclusive purpose(s) of performing Contractor's obligations under this Agreement.
- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and/or the data protection and security requirements set forth in Education Law §2-d.
- c. When the Agreement terminates between the District and the Contractor, the Contractor shall return such data to the District or if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form in a manner agreeable to the district.
- d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District."
- e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: *[Insert the manner in which Student Data and/or Principal or Teacher Data will be stored, and the security procedures that will be taken to ensure that the Data will be protected, including whether the data will be encrypted.]*

All student information is stored on a HIPPA
compliant website. The data is encrypted. The
computer has a firewall and is password protected

The website has passwords for each individual provider
and a student's information can only be seen by their provider or agency
personnel involved with student.

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.

**TENDER AGE PEDIATRIC
THERAPIES**

WEST ISLIP UFSD

By: Lorim Teitler-Rivera

By: _____

Print Name: 

Print Name: Steven D. Gellar

Title: President

Title: President, Board of Education

Date: 11/21/19

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 **Theralympic Speech, PLLC** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 622 Hawkins Avenue, Ronkonkoma, NY 11779.

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 CONSULTANT to the DISTRICT shall include, but not be limited to the following:

SEE ATTACHED SERVICES AND FEE SCHEDULE

2. CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. 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.
6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct.

7. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT 'S administrative staff and medical staff. CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT 'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT 'S policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other

persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

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

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT :

SEE ATTACHED SERVICES AND FEE SCHEDULE

2. CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The West Islip UDSD shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT , the DISTRICT will be billed for that session unless the DISTRICT provides CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

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

2. Independent Contractor:

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

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

4. Defense / Indemnification

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

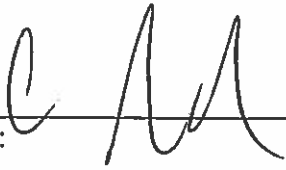
To District: Mrs. Elisa Pellati
 West Islip UFSD
 100 Sherman Avenue
 West Islip, NY 11795

To Consultant: Ms. Kristianna Neophytou
 Theralympic Speech, PLLC
 622 Hawkins Avenue
 Ronkonkoma, NY 11779

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

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

CONSULTANT

By:  _____

DISTRICT

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



THERALYMPIC SPEECH

“Because not being able to speak is far different than
not having anything to say”

Tel: (631) 240 - 3579

theralymphicspeech@gmail.com

622 Hawkins Ave Ronkonkoma, NY 11779

Service Rates for 2019-2020 School Year - West Islip

Home-Based/School-Based:

Speech Therapy	\$60 per 30 min
Feeding Therapy	\$75 per 30 min
Occupational Therapy	\$60 per 30 min
Physical Therapy	\$60 per 30 min

Office-Based:

Speech 1:1	\$50 per 30 min
Feeding Therapy 1:1	\$65 per 30 min
OT 1:1	\$50 per 30 min
PT 1:1	\$50 per 30 min

Evaluations:

Standard Evaluation (ST, OT, PT)	\$250 per eval
PROMPT Evaluation	\$400 per eval
AAC Evaluation	\$750 per eval

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

and

Theralympic Speech, PLLC

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, **Theralympic Speech, PLLC** (the "Contractor") located at 622 Hawkins Avenue, Ronkonkoma, NY 11779.

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 **Theralympic Speech, PLLC**.
 - 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.]*

Emails are confidential and secure.

Files are stored in locked file

cabinets with limited authorization for 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.

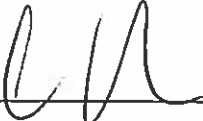
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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.

THERALYMPIC SPEECH, PLLC

WEST ISLIP UFSD

By: 

By: _____

Print Name: Christana Neophytou

Print Name: Steven D. Gellar

Title: Director, Theralympic Speech

Title: President, Board of Education

Date: 11-21-19

Date: _____

INTEROFFICE MEMORANDUM

TO: ELISA PELLATI, ASSISTANT SUPT. FOR BUSINESS
FROM: REANNA FULTON, DIRECTOR OF TECHNOLOGY
SUBJECT: SURPLUS EQUIPMENT
DATE: NOVEMBER 26, 2019
CC: BERNADETTE BURNS, SUPT. OF SCHOOLS

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

Location	Model	Serial Number
DO	HP 1740 Monitor	CND7344TJJ
DO	NEC Projector VT 590	7700666EG
DO	NEC Projector VT590	7100280FD
DO	NEC Projector VT470	570038GFE
DO	NEC Projector VT470	5701818FG
DO	NEC Projector VT 595	VT595-8301631EJ
DO	Smart Document camera SDC-330	E01B084299
DO	G6 chrome book	5CD8344YWX
DO	Smart Board	SB680M2042180
DO	HP6465b Laptop	CNU21027PP
DO	HP6465b Laptop	CNU21027P7
DO	Apple I-pad II	F7NMXHDKF196
DO	Apple I-pad II	DR5HNNH2ZDKPH
DO	Apple I-pad II	DR6HQ0JCDKPH
DO	Apple I-pad II	DN6HQ9APDFHW
DO	Apple I-pad II	DN6HQ9SDDFHW
DO	Apple I-pad II	DR6HQ049DKPH
DO	Apple I-pad II	DMPLX373FKYC
DO	Apple I-pad II	DKVM92WDFDHW
DO	Apple I-pad II	GB104UPBZ38
DO	Apple I-pad II	DN6HQ9BWDFFHW

DO	Apple I-pad II	GB104UZBZ38
DO	Apple I-pad II	DYTL26PKDFHW
DO	Apple I-pad II	DR5HQZTBDKPH
DO	Apple I-pad II	DYV7IL6DFHW
DO	Apple I-pad II	DR5HNEHWDKPH
DO	Apple I-pad II	DR5J516WDFHW
DO	Apple I-pad II	DR5HNGFWDKPH
DO	Apple I-pad II	DYTKQDZEDFHW
DO	Apple I-pad II	F9FS4YWTF6M6
DO	Apple I-pad II	DN6HQ9M1DFHW
DO	Apple I-pad II	DR5HNGKPKDKPH
DO	Apple I-pad II	DN6HQ9SGDFHW
DO	Apple I-pad II	DR5HNMQEDKPH
DO	Apple I-pad II	DN6HQ9XRDFHW
DO	Apple I-pad II	GB104XGRZ38
DO	Apple I-pad II	J304934EZ38
DO	Apple I-pad II	DN6HQ9Q4DFHW
DO	Apple I-pad II	DR6HQHCDKPH
DO	Apple I-pad II	DR5HN5BDKPH
DO	Laptop cases 25	N/A
DO	Apple-I-Pad	DR5HNFQ3DKPH
DO	OKI 430 Printer	170041570019111400
HS	HPL 1750 monitor	CND8100WPZ
HS	HP 2055 printer	CNB9714152
HS	HP E202 Monitor	6CM7090VPD
HS	HP E202 Monitor	3CQ72922DF
HS	HP E202 Monitor	6CM7090X1C
HS	HP 6465 Pro laptop	CNU2409KY5
HS	HP 6465 Pro laptop	CNU2409KYF
HS	HP 6465 Pro laptop	CND02109BJ
HS	HP 6465 Pro laptop	CNU2409KYH
HS	HP 6465 Pro laptop	CNU2409KXQ
DO	HP 6465 Pro laptop	CNU2280PGV
DO	HP 6465 Pro laptop	CNU2280PJX
HS	HP 6940 Printer	MY65G7R1TG

DO	HP6535 Lap top	CNU0050LRS
DO	Texas Isnt. Calculator	V1701521
DO	Texas Isnt. Calculator	1371V01547 1-1011B
DO	IBM Laptop	065886HU
DO	Texas Isnt. View Screen	I06998C 42007876
DO	Writer Keyboard	NA
DO	Polaroid camera	N/A
DO	Sony Camera	1019054
DO	Olympus Camera	A47576027
DO	Epson Scanner	K5ZW258332
DO	HP640 pro book	5CG63140CL
DO	Nikon Camera	3625958
DO	Sony Camera	1306080
DO	Nikon Camera	7076159
DO	Polaroid camera	A2f64930
DO	Motorola Phone	FCA5E8C4-AAJ A56
DO	Cassette recorder	E164292
DO	Apple I Pad II	GB104XMEZ38
DO	APPLE I PAD II	GB104XKVZ38
DO	APPLE I PAD II	GB104XNYZ38
DO	RCA Camcorder	550330968
DO	HP 1740laptop	CND7344RX
DO	HP LA2006 laptop	CNC249QRPQ
DO	Nakajima	AE-710 electric typewriter
DO	HP CPU	2UA20126F2
DO	HP P3015 Printer	VNBC9DO3YQ
DO	OKI 6150 Printer	AE9500123BO
DO	HP CPU	2UA4060GRY
DO	HP CPU	2UA11109CN
DO	HP CPU	2UA11109CS

WI
WEST ISLIP PUBLIC SCHOOLS
WEST ISLIP, NY 11795

MEMORANDUM TO: *Elisa Pellati*

FROM:

Jeanne M. Dowling



DATE:

November 22, 2019

RE:

Surplus Equipment – Special Education Department

Please consider this memo as my request to surplus the IBM Correcting Selectric III Typewriter, Asset Tag #4554.

Thank you.

JD/moc



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: October 31, 2019

Re: Surplus of Music Textbooks

I would like to request the surplus of 120 music textbooks that are located at Bayview Elementary School. These books are outdated and unusable. In addition, many of them are actually from our previously closed elementary schools. The title is World of Music by Silver, Burdette, & Ginn. The breakdown is as follows:

- Grade 1 – 35
- Grade 2 – 34
- Grade 3 – 23
- Grade 4 – 28

In addition, I would like to surplus the 4 teacher editions. Please be advised that we do have more recent and newer versions of these books that are available to use at Bayview.

December 12, 2019

West Islip Union Free School District

I. RESOLUTIONS

BE IT RESOLVED, that the Board of Education of the West Islip School District approves of the District's Corrective Action Plan related to the Independent Auditors Report for the year ended June 30, 2019 from R.S. Abrams & Co., LLP.

11/18/19

**WEST ISLIP UNION FREE SCHOOL DISTRICT
AMENDMENT #9 TO CONTRACT**

with

**WINKLER REAL ESTATE
PROFESSIONAL SERVICES AGREEMENT
Exclusive Listing to Sell or Lease**

AGREEMENT made the day 12th of December, 2019, by and between the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT (the "Board") and WINKLER REAL ESTATE (hereinafter the "Broker").

WITNESSETH:

WHEREAS, the Board and the Broker are parties to a Professional Service Agreement for exclusive listing to sell or lease dated March 15, 2012 ("Agreement"); and

WHEREAS, the parties had entered into an Amendment to the Agreement which expired on May 30, 2013; and Amendment #2 to the Agreement which expired on December 31, 2013; and Amendment #3 to the Agreement which expires on December 31, 2014; and Amendment #4 to the Agreement which expires on December 31, 2015; and Amendment #5 to the Agreement which expires on December 31, 2016 and Amendment #6 to the Agreement which expires on December 31, 2017; and Amendment #7 to the Agreement which expires on December 31, 2018; and Amendment #8 to the Agreement which expires on December 31, 2019;

WHEREAS, the parties now desire to extend the current Agreement; and

NOW, THEREFORE, the parties agree to extend the Agreement as follows:

1. In accordance with paragraph 7, Term of Agreement, the parties agree to extend the Agreement. The extended term shall expire on December 31, 2020.
2. All other clauses shall remain in full force and effect.

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

BOARD OF EDUCATION
WEST ISLIP UNION FREE
SCHOOL DISTRICT

BY: STEVEN D. GELLAR
President

WINKLER REAL ESTATE



BY: JAMIE WINKLER
Owner

RESOLUTION

Upon the order of the commissioner of education per Education Law §2034(6), when a period of six months from the date of election has elapsed without any proceeding being commenced in regard to such election, the board of education may by written resolution order the destruction of unused ballots and full ballot booklets.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby approves the destruction of unused ballots and full ballot booklets not used at the May 21, 2019 election.



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

CHIEF/SCHOOL PHYSICIANS

2019 – 2020

REVISED

Dr. Marc Cimmino
CHIEF SCHOOL PHYSICIAN
Immediate Care Center
Union Boulevard & 3rd Avenue
Bay Shore, NY 11706
Phone: 969-8700
Fax: 969-8703

Dr. Tracy Onal
Immediate Care Center
Union Boulevard & 3rd Avenue
Bay Shore, NY 11706
Phone: 968-0800

Dr. Robert A. Smolarz
50 North Carll Avenue
Babylon, NY 11702
Phone: 669-7200

Dr. Leonard P. Savino
373 Sunrise Highway
West Babylon, NY 11704
Phone: 422-3377

L. Atkinson, RPA
373 Sunrise Highway
West Babylon, NY 11704
Phone: 422-3377

Dr. Costa Constantatos
170 Little East Neck Road #B
West Babylon, NY 11704
Phone: 321-4147

Dr. Jorge Montes
148 Skyline Drive
Coram, NY 11727
696-1942

Joseph Tommasino, RPA
373 Sunrise Highway
West Babylon, NY 11704
Phone: 422-3377

Dr. Jennifer Mingione
Internal Medicine
46 Great East Neck Road
West Babylon, NY 11704
Phone: 321-9322
Fax: 321-9324

Dr. Ira Woletsky (Pediatrician)
1111 Montauk Highway
West Islip, NY 11794
Phone: 661-2510

Dr. Jack Marzec
340 Montauk Highway
West Islip, NY 11795
Phone: 422-9530
Fax: 376-1208

Dr. Phil Schrank
6 Technology Drive, Suite 100
East Setauket, NY 11733
Phone: 689-6698
Fax: 751-5548

South Shore Neurologic Associates
712 Main Street
Islip, NY 11751
Phone: 666-3939

Dr. Sarita Duchatelier
Dr. Keith Chu Cheong
Pediatric Neurology
Good Samaritan Hospital
West Islip, NY 11795

Dr. Gregory Puglisi
649 West Montauk Highway
Bay Shore, NY 11706
Phone: (203)722-9113

Dr. Eugene Gerardi
142 Country Club Drive
Commack, NY 11725
Phone: 664-5455

Dr. Richard Gold
215 East Main Street
Smithtown, NY 11787

Dr. Michael Schwartz
150 Broadhollow Road
Suite 204
Melville, NY 11747
385-3313

Dr. Robert Wulwick
2500 Marcus Avenue
Suite 105
New Hyde Park, NY 11042

Emergency Medical Technician
Coverage for Athletic Events

Robert Mallimo
Richard Naeder
Kristine Ostrem
Colleen Lamberson
John Mileski
Sean O'Hora
Steven Mirrione

Chief-School Physicians-EMT List
December 12, 2019