

AGENDA



BOARD OF EDUCATION

March 12, 2020

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
March 12, 2020

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
 - A) Census
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards only. (Name and address required) This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the February 25, 2020 Planning Session and the February 25, 2020 Masera Community Forum.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Finance Committee {3/10/2020}
 - B) Buildings and Grounds Committee {3/10/2020}
 - C) Special Education Committee {3/11/2020}
 - D) Education Committee {3/12/2020}
 - E) Health and Wellness Committee {2/11/2020 and 3/10/2020}
 - F) Policy Committee
 - Second Reading* No. 4212 Table of Organization
 - No. 7470 Student Voter Pre-Registration
 - No. 7516 Health and Wellness
- IX. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- X. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Resolutions
 1. Acceptance of Internal Risk Assessment Report from Cullen & Danowski, LLP and related Corrective Action Plan – January 21, 2020
 2. Acceptance of Single Audit Report from R.S. Abrams & Co., LLP and related Correction Action Plan for year ended June 30, 2019
 - C) Approval of 2019 – 2020 Contracts
 1. Dr. Rebecca Fontanetta, Fontanetta Neuropsychology
 2. Smithtown Central School District
 - D) Approval of Surplus
 1. Miscellaneous IT/AV Equipment
 - E) Approval of 2019 – 2020 Health Services Contracts
 1. Smithtown CSD ~ \$3,070.95
 2. Syosset CSD ~ \$5,091.20
 - F) Approval of Change Orders
 1. Eldor → Manetuck (\$750.00)
 2. Eldor → Beach (\$1,500.00)
 3. Eldor → Udall (\$1,500.00)
 4. Eldor → WIHS (\$1,250.00)
 - G) Approval of 2019–2020 Engagement letter from Cullen & Danowski, LLP - Agreed-Upon Procedures ~ Purchasing

- XI. **PRESIDENT'S REPORT**
 - A) ASK US Lease Agreement
 - B) Resolution re: withdrawal of due process complaint
- 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
February 25, 2020 – West Islip High School

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: Mr. Vigliotta

Meeting was called to order at 10:06 p.m.

APPROVAL OF MINUTES

Motion was made by Ron Maginniss, seconded by Peter McCann, and carried when all Board members present voted in favor to approve the minutes of the February 6, 2020 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 TEACHER: LEAVE OF ABSENCE (unpaid) (Pursuant to the Family Medical Leave Act of 1993-12 week continuous medical coverage): Alexandra Kaulfers, Reading, effective March 4, 2020 through April 17, 2020 (Paul J. Bellew Elementary School).

Motion was made by Ron Maginniss, seconded by Richard Antoniello and carried when all Board members present voted in favor to approve:

CIVIL SERVICE

Abolishment of Position

Be it resolved, that upon the recommendation of the Superintendent of Schools, effective February 26, 2020, Civil Service position in the West Islip Public School District be abolished in the Food Service area (1 Part-Time Food Service Worker) of classification.

Motion was made by Ron Maginniss, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Laurie Donnelly-Parsons, Special Education Aide, effective March 2, 2020 (Beach Street; step 1; replacing N. Beale {retired}).

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Marcelle Crudele, Building Aide, effective February 15, 2020 (Paul J. Bellew).

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE ASSISTANT COOK: Constance Jones, effective February 27, 2020 (\$24.77/hr.); Jessica Rega, effective February 27, 2020 (\$19.64/hr.).

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$13.00/hr.): Patrick DeRosa, effective February 26, 2020.

Motion was made by Ron Maginniss, seconded by Richard Antoniello and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE PARAPROFESSIONAL (\$13.00/hr.): Marcelle Crudele, effective February 26, 2020.

Motion was made by Ron Maginniss, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: MENTOR PROGRAM 2019-2020 SCHOOL YEAR: Mentor \$1,010 stipend, pro-rated for second semester) Monica Krawczyk (Tatiana Lisica, ENL).

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve OTHER: CLUBS/ADVISORS 2019-2020: High School: Gay-Straight Alliance, John Koroneos and Nicole Perperis (second half/shared).

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: CLUBS/ADVISORS 2019-2020: High School: Robotics, Daniel Formichelli (resignation).

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem): Megan Fitzmaurice, effective March 16, 2020, student teacher.

Motion was made by Ron Maginniss, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHING ASSISTANT (\$85 per diem): Marcelle Crudele, effective February 26, 2020.

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve resolution indicating nomination of candidates for the Eastern Suffolk Board of Cooperative Education Services (ESBOCES).

RESOLVED, the Board of Education approves the nomination of the following candidates for the Eastern Suffolk Board of Cooperative Education Services (ESBOCES) for a three-year term commencing on July 1, 2020 and ending on June 30, 2023.

Walter Denzler
Susan Lipman
Anne Mackesey
William Miller
Catherine Romano

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

Be it Resolved, that the Board of Education of the West Islip UFSD hereby approves the due process complaint dated February 25, 2020 concerning Student ID#000106143 and authorizes the Law Offices of Thomas M. Volz, PLLC to commence the impartial hearing process.

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to adjourn to Executive Session at 10:14 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 11:02 p.m. on motion by Ron Maginniss, seconded by Tom Compitello and carried when all Board members present voted in favor.

Meeting adjourned at 11:03 p.m. on motion by Ron Maginniss, seconded by Tom Compitello and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

WI
West Islip Public Schools
COMMUNITY FORUM
MASERA PROPERTY
February 25, 2020 – West Islip High School Auditorium

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

ABSENT: Mrs. LaRosa

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

ABSENT: None

ATTORNEY: Mr. Vigliotta

Forum was called to order at 8:00 p.m. followed by the Pledge.

Mr. Gellar advised the audience that the presentation by the developer delayed while the Board continues to do its due diligence to protect the wishes of the community. There are still some critical components that need to be agreed upon. Since negotiations are still ongoing, the District is not able to have the Developer present at this time but will continue to keep the community as well informed as possible.

PRESENTATION:

Mrs. Burns gave a presentation on the history of the Emil D. Masera Elementary School property.

The following residents wished to speak regarding the Masera property:

Mr. Shawn Gallagher - 154 West 3rd Street, West Islip - Mr. Gallagher expressed concern about the size of the development and feels it would overburden the community with traffic. He asked when the next meeting would take place and Mr. Gellar explained that the next meeting will be scheduled when more information can be shared with the community.

Mrs. Rosalie Buttacavoli, 8 Elizabeth Place, West Islip - Mrs. Buttacavoli would like the community to support senior citizens and feels a 55+ development would be good; but shared concern about low-income housing. Mr. Gellar explained the difference between affordable and low-income housing.

Mrs. Eileen Swailes, 22 Udalia Road, West Islip - Mrs. Swailes had environmental concerns and stated that Suffolk County has a very high rate of pollution. She asked how the traffic flow will be managed especially with Good Samaritan building a new edition. Mr. Gellar responded that the Town of Islip would conduct a traffic study.

Mrs. Erica Lattuga, 1661 Fairfax Avenue, West Islip - Mrs. Lattuga inquired as to when the vote on the Masera property would take place; Mr. Gellar explained that the district hopes to have it the same day as the May school budget vote but that may change. Mrs. Lattuga also inquired about poll watchers at the voting site. The district will look into that. She also asked about the cost of affordable housing and Mr. Gellar said with rent and utilities the cost would be approximately \$2,400 monthly and explained that it Town of Islip law mandates that 10% of the units must be set aside for affordable housing.

Mr. Bob Ferraro, 6 Dunwoodie Road, West Islip - Mr. Ferraro has change of zone and variance concerns. He asked about the value of the property and if there was a bid on individual homes. Mr. Gellar explained that there would be a difference of six to seven million dollars in the sale price and less property taxes. He also explained that the Board has a fiduciary responsibility to the community.

Mr. Adam Semcken, 1715 N. Monroe Avenue, West Islip - Mr. Semcken asked if there was a guarantee provision and expressed concern about the project size and time for completion. Mr. Semcken also asked if

the smaller firehouse would oversee the development. West Islip Fire Chief Kevin Parrett explained that the fire department is one department that covers the entire town. Mr. Semcken asked if the district owned the Senior Citizen Center; Mrs. Burns explained that the Town of Islip owns the Higbie Lane Center but the school district owns the property in the back.

Mr. Ed Ragan, 294 Hunter Avenue, West Islip - Mr. Ragan asked if any longitudinal studies had recently been completed. Mrs. Burns responded that a demographic study was done in 2011 and was updated in 2016. Mrs. Burns advised that enrollment continues to decline and the district monitors enrollment closely. Mr. Gellar explained that there are two additional buildings that are being leased until 2027 and 2028 and if enrollment changes, they can be repurposed. Mr. Ragan asked if there was a financial projection on renting vs. selling the property; Mr. Gellar responded that the Masera building is in need of costly repairs that would have to be made to rent the property, so selling is in the best interest of the community.

Michele and Bob Punzi, 1824 Jackson Avenue, West Islip - Mr. and Mrs. Punzi do not trust the Town of Islip and Atlantic Auto Mall (their backdoor neighbor). They do not have a problem with senior housing but are concerned about traffic on the side streets. Mr. Gellar advised that there would be no entrances or exits on any of the side streets.

Mr. Edward Donohue, 148 Dunwoodie, West Islip - Mr. Donohue asked if two schools could be consolidated and Masera reopened. Mr. Gellar spoke about the upgrades already done in the other district buildings and that it would not be beneficial to the community to invest in Masera.

Mr. John Howard, 36 Penny Street, West Islip - Mr. Howard asked if the Board or administration had any previous dealings with the developer; Mr. Gellar responded no and said the developer was highly regarded. Mr. Howard inquired as to when the longitudinal surveys were completed. Mrs. Burns responded. He asked who maintains and inspects the building and why isn't it economical to renovate; Mrs. Burns explained that district staff maintains the building and inspects the premises regularly and also in accordance with state and county requirements.

Karen Boyle, 37 Anderson Avenue, N. Babylon - Mrs. Boyle expressed the many problems her community has with drugs and alcohol and was projecting these problems could occur in West Islip if there was low income housing. Mr. Gellar explained that the 55+ development would have an allotment for affordable housing and explained the difference between affordable housing and low-income housing.

Mrs. Angela Demeo, West Islip - Mrs. Demeo complained about the many issues where she lives: intoxicated people near her home, urgent care, community dealership, sober house, homeless man at bus stop. She feels a 55 + development still has many people going to work and traffic would be a problem and inquired as to why the traffic study would be done after the developer gets the bid and not before.

Mr. Bill Gaeta, 94 Jean Road, West Islip - Mr. Gaeta had tax abatement questions and Mr. Gellar explained that this topic falls under the authority of the Town of Islip.

Mr. Michael Santos, 26 Harvest Lane, West Islip - Mr. Santos asked who paid for repairs at Masera; Mr. Gellar responded that BOCES paid for all repairs. Mr. Santos asked if the district floated a bond; Mr. Gellar responded that the community approved a bond in 2015 and the work continues. Mr. Santos asked if his tax bill would be reduced by proceeds from the sale; Mrs. Pellati explained that the revenue would be placed in a Reserve for Tax Reduction to offset the tax levy over a period of up to 10 years.

Mrs. Maria Pecorale, 15 Celano Lane, West Islip - Mrs. Pecorale wanted to respond to the derogatory comments about senior housing. Mrs. Pecorale raised her children here and recently lost her husband. She would rather see a senior development than a strip mall. She does not feel seniors will bring drugs to the community and instead will be taking naps and watching television. Mrs. Pecorale feels a senior development will be positive for the community.

John Delaney, West Islip - Mr. Delaney stated Paumanok Elementary School had 500 students and 40 buses a day and that a senior development would not impact the area any more than in the past and would help the community. He expressed how he would like to stay in West Islip but \$2,400 a month is still not affordable.

Mr. Ingargiola - Mr. Ingargiola asked if residents would get preference to purchase/rent units; Mr. Vigliotta, the school attorney, explained the Federal Statute and Fair Housing Act which prohibit such a practice. This resident also asked about asbestos removal; Mr. Gellar said it would be done carefully. He also asked about construction time; Mr. Gellar responded that the developer has stated that it would be two years.

Roy Tarantola - Mr. Tarantola asked if the property is definitely being sold; Mr. Gellar explained that a decision was made to sell the property. Voters will make the final determination about selling the property. The resident asked about leasing vs. selling; Mrs. Winkler advised there was not a market for a lease and the building needs repairs. The resident asked about poll watchers and Mr. Vigliotta explained poll watchers are for candidates running for the Board not for propositions on the ballot. This resident did not get a postcard in the mail regarding the forum; Mr. Gellar told him to give his address to Mrs. Burns and she will follow up.

Mr. Gellar informed the audience that until contract issues are resolved, there is no date for another forum. He thanked everyone for attending and advised the next Regular Board Meeting will take place March 12, 2020.

The forum ended at 9:41 p.m.

Respectfully submitted by,



Mary Hock
District Clerk

PERSONNEL:

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

TEACHER

T-1 RETIREMENT

Anne Bean, Library
Effective July 1, 2020
(20 years)

Frances Coiro, Elementary
Effective July 1, 2020
(12 years)

Marie DeMarco, Library
Effective July 1, 2020
(20 years)

Diane Horton-McGinley, Speech
Effective July 1, 2020
(42 years)

Christopher Kaigh, Psychology
Effective July 1, 2020
(38 years)

Thomas McGunnigle, Art
Effective July 1, 2020
(43 years)

Jeanette Merola, Elementary
Effective July 1, 2020
(30 years)

Kathleen Ryan, Special Education
Effective July 1, 2020
(39 years)

Robert Weiss, Social Studies
Effective July 1, 2020
(17 years)

CLASSIFIED (CIVIL SERVICE)

CL-1 PROBATIONARY APPOINTMENT

Kevin Kazda, Special Education Aide
Effective March 13, 2020
(Paul J. Bellew; Step 1; replacing D. Harrell {resigned})

CL-2 RESIGNATION

Shannon Concannon, Cafeteria Aide
Effective March 25, 2020
(Manetuck)

Jayne Leidl-Hug, Senior Office Assistant
Effective March 14, 2020
(District Office)

CL-3 CHANGE IN TITLE

Christine Mott, Building Aide
Effective March 13, 2020
(Paul J. Bellew; Step 7; change from Security/Receptionist Paraprofessional)

**CL-4 LEAVE OF ABSENCE (unpaid)
(Pursuant to the Family Medical Leave Act of 1993-
12 week continuous medical coverage**

Claire Appel, Assistant Cook
Effective April 21, 2020 through June 26, 2020
(High School)

OTHER

SPRING 2020 HIGH SCHOOL COACHES

GIRLS LACROSSE

Annelise Muscietta, Volunteer J.V. Coach

INSTRUCTIONAL SWIM AND FAMILY SWIM PROGRAM 2019-2020

LIFEGUARDS (\$13 per hour)

| | |
|--------------------|--------------------|
| Christopher Acosta | Christopher Dunne |
| Nicholas Aliani | Logan Figueroa |
| Alexa Boniberger | Collin Ferraro |
| John Boniberger | Kaileigh Gagliardi |
| Jon Bornmiller | Niall Gildea |
| Jarrett Bosch | Madison Horan |
| Kiarra Branigan | Alec Miller |
| Jenny Brodmerkel | Nicole Mottes |
| Drake Castonguay | Ciara Padilla |
| Cassidy Cullen | Joseph Rohan |
| Marisa Calderone | Matthew Scheid |
| Jonathan Delanoy | Jennifer Shepard |
| Jack Delli-Pizzi | Jake Siffert |
| Salvatore DePetro | Lauren Silva |
| Alyssa DiPietro | Gavin Witzgall |
| Oliva DiStefano | Kevin Wlodkowski |

HOMEBOUND INSTRUCTOR (\$30/hr)

Theresa Viviano Riha, effective March 13, 2020
Samantha Tarsnane, effective March 13, 2020
Lawrence Teller, effective March 13, 2020

SUBSTITUTE TEACHER (\$115 per diem)

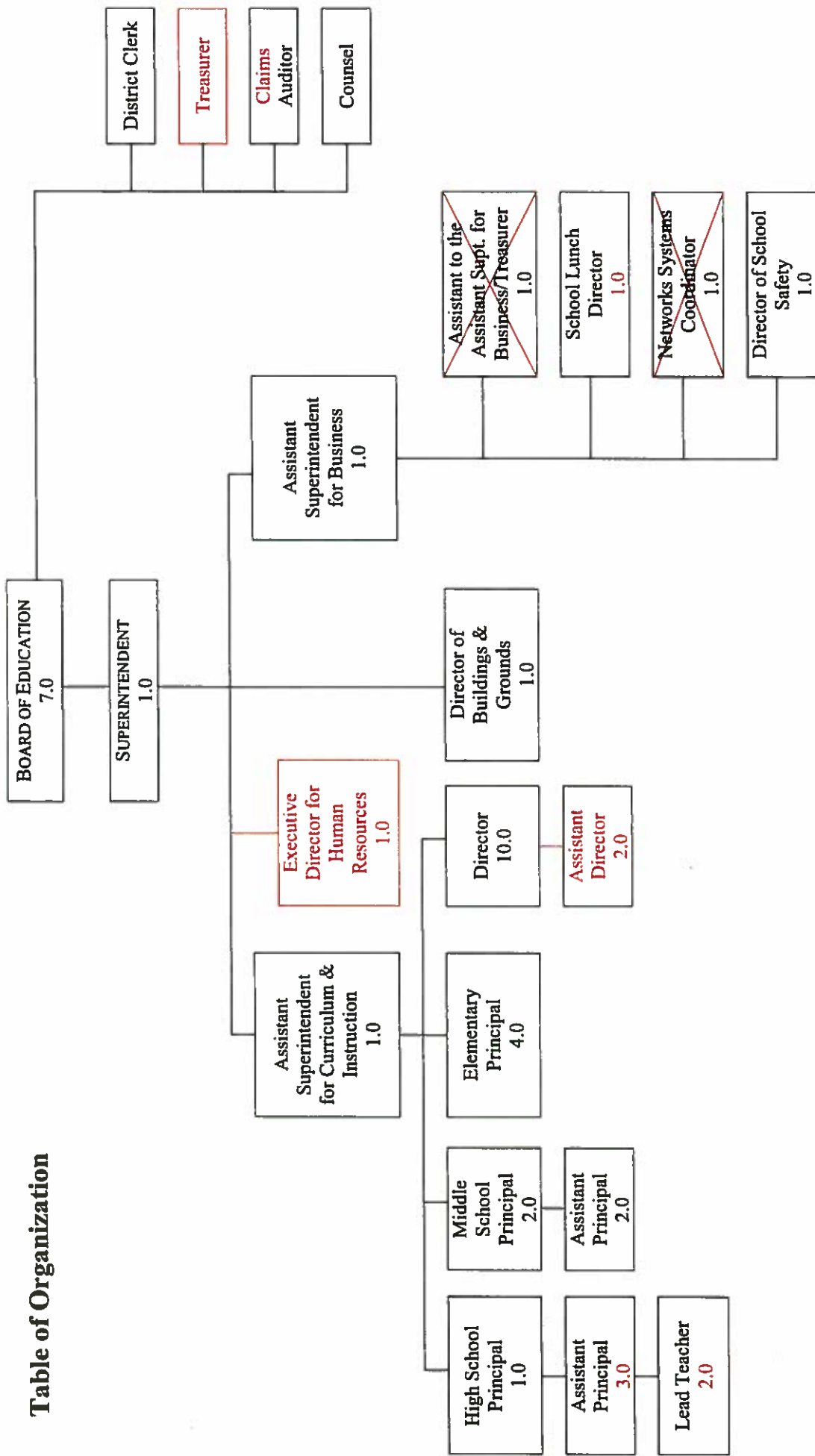
Matthew Linardos, effective March 13, 2020
Elizabeth McLachlan, effective March 13, 2020
Theresa Viviano Riha, effective March 13, 2020
Meredith Smith, effective March 13, 2020
Samantha Tarsnane, effective March 13, 2020
Lawrence Teller, effective March 13, 2020
Emma-Kait Tunney, effective March 13, 2020

SUBSTITUTE TEACHING ASSISTANT (\$85 per diem)

Elizabeth McLachlan, effective March 13, 2020
Samantha Tarsnane, effective March 13, 2020

West Islip Union Free School District

Table of Organization



SUBJECT: STUDENT VOTER PRE-REGISTRATION

Any student who is at least sixteen years of age and who is otherwise qualified to register to vote may pre-register to vote and shall be automatically registered upon reaching the age of eligibility as provided by law. The District will collaborate with the local county board of election to conduct voter registration and pre-registration at West Islip High School.

The West Islip School District shall not require students to complete and submit voter registration, nor include it as a course requirement or graded assignment for students.

N.Y. Elec. Law § 5-507

SUBJECT: HEALTH AND WELLNESS

The West Islip School District is committed to excellence in education through the establishment of an academic, vocational and social environment in which all children can learn and succeed. Research shows that both an optimal nutritional status and physical activity before, during, and after the school day are strongly correlated with such positive student outcomes. To help achieve such positive outcomes, it is the policy of the District that all students will:

- a. Have access to affordable, nutritious and appealing school meals and competitive foods that meet or exceed the standards established by local, state, and federal statutes and regulations;
- b. Have a clean, safe and pleasant setting for school meals, and adequate time to eat each day;
- c. Have ample opportunity, support and encouragement for physical activity; and
- d. Receive nutrition and physical education to foster lifelong healthy habits.

To ensure successful adherence to the aforementioned, the District will:

Adhere to Established Nutritional Standards and Guidelines

1. *Foods/Beverages Sold to Students During the School Day*
 - a. Reimbursable School Meals: District guidelines for all meals sold during the school day are, at a minimum, equal to the guidelines issued by the U.S. Department of Agriculture (USDA).
 - b. Competitive Foods: All food/beverages sold of the school meal programs (i.e. "competitive foods") will meet the USDA Smart Snacks in School nutrition standards, at a minimum. This includes food/beverages sold in vending machines, at school stores, and at snack bars/carts.
2. *Food/Beverages Provided to Students During the School Day* (e.g. food/beverages provided at class celebrations, as a reward or incentive, etc.):
 - a. All district staff are encouraged to utilize non-food methods to celebrate or reward students. All food/beverages provided during the school day must be procured from reputable vendors and served in a safe manner. All district staff are encouraged to adhere to the established USDA nutrition standards when choosing food/beverages to provide to students during the school day.
3. *Drinking Water:*
 - a. Free and safe drinking water will be available to all students throughout the school day. The District will make drinking water available where school meals are served.
4. *Food & Beverage Marketing in School*
 - a. School-based marketing of foods/beverages that are non-compliant with established USDA nutrition standards is not permitted during the school day. The promotion of healthy foods, including fruits, vegetables, whole grains and low-fat dairy products is encouraged. School-based marketing efforts should minimize corporate advertising.

Provide Nutrition Education and Engage in Nutrition Promotion

The District will provide an environment that encourages healthy food/beverage choices and participation in school meal programs. The District will teach, model and support healthy eating behaviors. Schools will provide evidence-based nutrition education and engage in nutrition promotion that:

- Provides students with the knowledge and skills necessary to promote and protect their health;
- Includes enjoyable, developmentally-appropriate, culturally-relevant and participatory activities;
- Promotes healthy foods and food preparation methods; and
- Emphasizes caloric balance between food intake and energy expenditure (promotes physical activity/exercise).

Provide Opportunities for Physical Activity and Engage in the Promotion of an Active Lifestyle

The District will provide students with physical education taught by a certified physical education teacher using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts. Physical educators will provide opportunities for fitness testing and means for maintaining a minimal level of fitness. Students will be taught the skills necessary to establish and maintain physical fitness.

SUBJECT: HEALTH AND WELLNESS, *continued*

Support the District's Health and Wellness Alliance

The District's Health & Wellness Alliance will meet regularly throughout the school year. The Alliance will represent all school levels and will include (to the extent possible): school administrators; school board members; school nutrition program personnel; school health professionals; school mental health and social services staff; physical and health education teachers; community health professionals; parents/caregivers; students; and the general public. The Superintendent or designee(s) will convene the Alliance and facilitate development of and updates to the wellness policy, and will ensure each school's compliance with the policy. The designated official for oversight of the Alliance is: Tim Horan, Director of Health, Physical Education, Athletics & Recreation (email: t.horan@wi.k12.ny.us).

Involve the District's Surrounding Community

The District will foster relationships with community partners (e.g., hospitals, non-profit organizations, local businesses) in support of the wellness policy. Existing and new community relationships will be evaluated to ensure that they are consistent with the District's wellness policy and goals.

The District will educate the community about the importance of health and wellness throughout the year. District families will be provided with educational information and be informed of and invited to participate in school-sponsored health and wellness activities.

The District will seek out community input and will communicate ways in which representatives of the Health & Wellness Alliance, and others, can participate in the implementation and periodic review of the wellness policy. The District will use electronic mechanisms (e.g. email, district website) and non-electronic mechanisms (e.g. newsletters) to ensure that all families are informed of the content, implementation and updates to the wellness policy, as well as how to get involved and support the policy. The District will ensure that communications are culturally and linguistically appropriate, and accomplished through means similar to other ways that the district and schools are communicating important school information with parents.

Regularly Evaluate, Update and Share District Wellness Policy and Information

The District will inform the community of its wellness policy and all related information on the district website (www.wi.k12.ny.us/community/health_and_wellness). The District will compile and publish an annual report on its website to report on progress within the district in meeting wellness goals. This annual report will include:

- The website address of the district's wellness policy;
- A description of each school's progress in meeting wellness policy goals;
- A summary of each school's events/activities related to wellness policy implementation;
- The contact information of a designated District policy leader; and
- Information on how individuals and the public can get involved

Once every three years, the District's wellness policy will be assessed. This triennial assessment will be available on the District website. This assessment will determine:

- Compliance with the wellness policy;
- How the wellness policy compares to model wellness policies; and
- Progress made in attaining the goals of the policy

The District's wellness policy will be updated based on the results of triennial assessments and/or as District priorities change; community needs change; wellness goals are met; new health science information and technology emerges; and new federal or state guidance or standards are issued. The District will retain records to document compliance with the requirements of the wellness policy at District Office. Documentation maintained in this location will include but will not be limited to a copy of the current wellness policy, documentation on how the policy and assessments are made available to the public and the most recent assessment of implementation of the policy.

I. RESOLUTIONS

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledges receipt of the Risk Assessment Update Report dated January 21, 2020 from Cullen & Danowski, LLP.

Recommend the Board of Education approve the Corrective Action Plan in response to the internal auditors' Risk Assessment Update Report dated January 21, 2020, submitted by the Assistant Superintendent for Business.

West Islip UFSD
CORRECTIVE ACTION PLAN
Related to Risk Assessment Update Report 2019-20

Human Resources

Recommendation – Agreed Upon Procedures 2018

1. **Employee Separation Checklist:** We recommended that the District create a separation checklist that lists the required records and steps that are needed when an employee separates from the District. We recommend that the Secretarial Assistant and the Personnel Assistant complete the separation checklist and file it within the respective employee's file. This process should include the timely inactivation of the employee in the HR and Payroll modules of nVision.

Risk Assessment Update – 2019

We note that the District is in the process of creating a separation checklist and plans to implement this recommendation during the 2019-20 year.

District Corrective Action Plan

In November 2019 the District began using a Google Form that is routed to various departments (Personnel, IT, Payroll, Benefits, Security) to notify them when someone is either hired, terminated or resigns from the District. When the form is routed to a specific department, the person in that department must click on the form and acknowledge that they acted on it. When all parties have "signed-off" on the form, the Executive Director of Human Resources receives an email notifying him that all parties have taken action on the personnel change. This final documentation is printed and retained in the employee's personnel file.

Grants and Special Education

Finding and Recommendation – Risk Assessment 2019

2. **Board Policy - Uniform Guidance:** We found that the District has Board policies related to purchasing including Purchasing Procedures - #5412; however, the District lacks the required procurement policy as mandated by the Uniform Guidance.

We recommend that the District establish a Board procurement policy stating that the District will follow all applicable requirements in the Uniform Grant Guidance (2 CFR Part 200) whenever it procures goods or services using federal grant funds.

District Corrective Action Plan

The District has amended its procurement policy following the requirements in the Uniform Grant Guidance (2 CFR Part 200) and has submitted all amended policies for review to the Office of the State Comptroller (OSC). When the OSC has approved the amended policies the District will then submit the changes to the Board of Education for approval and adoption of the amended policies.

Facilities and Capital Projects

Recommendation – Agreed-Upon Procedures 2017

- 3. Pricing of Contracts/Bids:** We recommended that the District establish formal procedures related to contracts/bids that require the pricing of these items to be included in the voucher package (e.g., copy of the pages supporting the price) or at least written notation that an employee had verified the pricing to the respective bid or contract. The Department should also include the pages from the contracts/bids that support the prices and items related to the purchase order (PO) or make notations on the PO documentation that the prices and items have been verified to the contracts/bids. In the event that there were numerous low value products, the Department should verify a sample of the items.

Risk Assessment Update – 2018

We noted that the District still needed to address this recommendation.

Risk Assessment Update – 2019

We found that the District plans to establish procedures to have the Director of Facilities verify by written notification that pricing is appropriately adhering to the respective bid or contract on each payment authorization.

District Corrective Action Plan

The District's Purchasing Agent does verify all pricing to the related contract/bids. Due to the volume of hardcopy documentation that would have to be included (majority of pricing is verified online) the District has chosen to have a stamp created that will document on the PO that the prices have been verified to contracts/bids. This process has always taken place, however, now the District will notate what has been performed via the stamp on the PO.

Recommendation – Agreed-Upon Procedures 2018

- 4. Capital Projects – Board Policy:** We recommended that the District establish a Board policy related to allowances and change orders to memorialize these practices followed by the District. This policy should address the required approvals and any threshold amounts related to allowances and change orders.

Risk Assessment Update – 2019

We found that the District has engaged NYSSBA to assist with updating the Board policies and this process will consider establishing a Board policy related to allowances and change orders based on best practices.

District Corrective Action Plan

The District has engaged NYSSBA to assist with updating the Board policies during 2019-20 and 2020-21. During this process the District will consider establishing a Board policy related to allowances and change orders.

Food Services

Finding and Recommendation – Risk Assessment 2019

- 5. Student Accounts - Negative Balances:** *We found that the Food Service Director exports data from the POS system (Nutrikids) related to negative balances then reformats the information and imports into the School Messenger then creates the emails to send to parents. This process is time consuming.*

We recommend that the District investigate opportunities to automate the email notification process related to negative balances.

District Corrective Action Plan

The District's Food Service Director is currently researching new point-of-sale systems and backend technology solutions that would streamline and/or automate this recouping process.

Information Technology (IT)

Finding and Recommendation – Risk Assessment Update 2019

- 6. System Backup Protocols:** *We note that the District has standard protocols to perform backup processes that includes an offsite location at one of the District's schools. However, the backup process related to systems that are not backed up in the cloud excludes a location outside of Long Island.*

We recommend that the District perform a cost/benefit analysis related to utilizing an offsite location outside of Long Island as part of the system backup processes to enhance these protocols related to systems that are not backed up in the cloud.

District Corrective Action Plan

The District currently backs up data via complete server replication across the District. In addition, the District maintains data backups of critical systems with BOCES. This District is currently in the process of investigating offsite and out of state locations to be used as a backup site.

I. RESOLUTIONS

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledges receipt of the Single Audit Report for the year ended June 30, 2019 from R.S. Abrams & Co., LLP.

Recommend the Board of Education approve the Corrective Action Plan in response to the Single Audit Report dated June 30, 2019, submitted by the Assistant Superintendent for Business.

WEST ISLIP UFSD
CORRECTIVE ACTION PLAN
RELATED TO 2018-19 SINGLE AUDIT REPORT

FINDING # 2019-001

U.S. Department of Education – Passed-through the NYS Education Department

*Special Education Grants to States (IDEA, Part B); CFDA No. 84.027; Project #0032-19-0926;
Grant Period – Fiscal Year Ended June 30, 2019*

Special Education Preschool Grants (IDEA Preschool); CFDA No. 84.173; Project #0033-19-0926; Grant Period – Fiscal Year Ended June 30, 2019

Significant Deficiency

Criteria:

According to Uniform Guidance Section 200.317 *Procurement by States*, non-federal entities other than states are required to follow the procurement standards set out in Section 200.318 through 200.326, which include using their own documented procurement policies and procedures, which reflect all applicable state and local laws and regulations, provided that they conform to applicable Federal statutes, and the Uniform Guidance standards contained in those sections.

Condition:

The District did not establish written policies or procedures for procurement as outlined in the Uniform Guidance. Subsequent to fiscal year end, we noted the District developed written policies and procedures to be in compliance with the requirements of the Uniform Guidance. These policies and procedures will be adopted pending Board approval.

Cause:

The District had some turnover in the business office and had not updated their policies and procedures.

Effect:

The District's purchases were not made in accordance with the procurement standards.

Recommendation:

We recommend the District adopt written procurement policies and procedures that contain all the required information contained in the Uniform Guidance, to ensure their purchases under federal awards are made in compliance with the Uniform Guidance.

District's Response:

In response to the NYSED IDEA Grant Program 2017-18 Monitoring review that took place in early 2019, the District developed written policies and procedures to be in compliance with the requirements of the Uniform Guidance. The District submitted a corrective action plan to NYSED in June 2019 in response to the fiscal monitoring review. In January 2020 the District submitted a NY Uniform Grant Guidance Federal Funds Manual to NYSED for review. These policies and procedures will be adopted by the Board of Education once final approval is received by NYSED.

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 Dr. Rebecca Fontanetta, Fontanetta Neuropsychology, (hereinafter the "CONSULTANT"), having a principal mailing address of 755 New York Avenue, Suite 230, Huntington, New York 11743

A. TERM

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

Independent Educational Evaluation – Neuropsychological

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 - \$3,200.00

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.

Fontanetta Neuropsychology

West Islip Union Free School District

BY:


Dr. Rebecca Fontanetta

BY:

President, Board of Education

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

and

Dr. Rebecca Fontanetta, Fontanetta Neuropsychology

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, **Dr. Rebecca Fontanetta, Fontanetta Neuropsychology** (the "Contractor") located at 755 New York Avenue, Suite 230, Huntington, New York 11743.

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

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

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.
 - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.
 - b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean Dr. Rebecca Fontanetta, Fontanetta Neuropsychology.
 - 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 data will be placed in locked filing cabinet
within locked closet, within locked office. The
data will not be encrypted; however, any data on
a computer requires a key and passcodes.

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.

Dr. Rebecca Fontanetta
Fontanetta Neuropsychology

WEST ISLIP UFSD

By: 

By: _____

Print Name: Rebecca Fontanetta

Print Name: _____

Title: Pediatric Neuropsychologist

Title: President, Board of Education

Date: 2/1/2020

Date: _____

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this 1st day of July 2019 by and between the Board of Education of the **West Islip Union Free School District** (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795 and the Board of Education of the **Smithtown Central School District** (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 26 New York Avenue, Smithtown, New York 11787.

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 attached as Schedule "B".
 - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" 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.

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 attached as Schedule "B" in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

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 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 Union Free School District
100 Sherman Avenue
West Islip, NY 11795

To DISTRICT OF LOCATION:
Smithtown Central School District
26 New York Avenue
Smithtown, NY 11787-3435

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 Schedules "A" and "B", 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
7. Except for Schedules "A" and "B", 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 LOCATION

DISTRICT OF RESIDENCE

 By: Jeremy Thode
 President, Board of Education
 Smithtown Central School District

 By:
 President, Board of Education
 West Islip Union Free School District

Date: _____

Date: _____

INTEROFFICE MEMORANDUM

TO: ELISA PELLATI, ASSISTANT SUPT. FOR BUSINESS
FROM: REANNA FULTON, DIRECTOR OF TECHNOLOGY
SUBJECT: SURPLUS EQUIPMENT
DATE: FEBRUARY 28, 2020
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 | I-Pad Model I1395 | DN6HQ9SJDFHW |
| DO | Acer Lap top | NXVA2AA005507100107600 |
| DO | Acer Lap top | NXVA2AA005507100097600 |
| DO | Acer Lap top | NXVA2AA00553518CE27600 |
| DO | Acer Lap top | NXVA2AA00553518CDA7600 |
| DO | Acer Lap top | NXVA2AA00553518E827600 |
| DO | Acer Lap top | NXVA2AA00553518E5B7600 |
| DO | Acer Lap top | NXVA2AA00553518CE17600 |
| DO | Acer Lap top | NXVA2AA00553518EC57600 |
| DO | Acer Lap top | NXVA2AA00553518EB07600 |
| DO | Acer Lap top | NXVA2AA00553518EC37600 |
| DO | Acer Lap top | NXVA2AA0055351491C7600 |
| DO | Acer Lap top | NXVA2AA0055071001D7600 |
| DO | Acer Lap top | NXVA2AA0055071001F7600 |
| DO | Acer Lap top | NXVA2AA00553518CF87600 |
| DO | Acer Lap top | NXVA2AA00553518D017600 |
| DO | Acer Lap top | NXVA2AA00553518D127600 |
| DO | Acer Lap top | NXVA2AA00553518EAC7600 |
| DO | Acer Lap top | NXVA2AA0055070FFFF7600 |
| DO | Acer Lap top | NXVA2AA00553518E7D7600 |
| DO | Acer Lap top | NXVA2AA005507100057600 |
| DO | Acer Lap top | NXVA2AA00553518CE37600 |
| DO | Acer Lap top | NXVA2AA00553518CFF7600 |
| DO | Acer Lap top | NXVA2AA00553518EA67600 |

| | | |
|---------|-------------------|------------------------|
| DO | Acer Lap top | NXVA2AA005507100137600 |
| Bayview | Smartboard SBM680 | C022JW42B0525 |
| Bayview | Smartboard SBM681 | C022JW42B0527 |
| HS | Mac CPU | G87378VEU02 |
| HS | Mac CPU | G873y886U02 |
| HS | HP Monitor E223 | CNC7360RDP |
| DO | Acer Lap top | NXVA2AA005507100007600 |
| DO | Acer Lap top | NXVA2AA005507100037600 |
| DO | Acer Lap top | NXVA2AA005507100387600 |
| DO | Acer Lap top | NXVA2AA005507100047600 |
| DO | Acer Lap top | NXVA2AA0055070FFF57600 |
| DO | Acer Lap top | NXVA2AA00553514A507600 |
| DO | Acer Lap top | NXVA2AA0055070FFF17600 |
| DO | Acer Lap top | NXVA2AA00553518D087600 |
| DO | Acer Lap top | NXVA2AA00553518E867600 |
| DO | Acer Lap top | NXVA2AA00553518CF77600 |
| DO | Acer Lap top | NXVA2AA005535147177600 |
| DO | Acer Lap top | NXVA2AA0055070FFBE7600 |
| DO | Acer Lap top | NXVA2AA005507100167600 |
| DO | Acer Lap top | NXVA2AA005507100277600 |
| DO | Acer Lap top | NXVA2AA0055070FFEE7600 |
| DO | Acer Lap top | NXVA2AA0055071001A7600 |
| DO | Acer Lap top | NXVA2AA0055070FFF07600 |
| DO | Acer Lap top | NXVA2AA0055070FFF97600 |
| DO | Acer Lap top | NXVA2AA00551013FBC7600 |
| DO | Acer Lap top | NXVA2AA005507100257600 |
| DO | Acer Lap top | NXVA2AA0055070FFE7600 |
| DO | Acer Lap top | NXVA2AA0055071000B7600 |
| DO | Acer Lap top | NXVA2AA0055030EA687600 |
| DO | Acer Lap top | NXVA2AA005535145F27600 |
| DO | Acer Lap top | NXVA2AA0055030E9BD7600 |
| DO | Acer Lap top | NXVA2AA0055070FF5B7600 |
| DO | Acer Lap top | NXVA2AA0055070FFF37600 |
| DO | Acer Lap top | NXVA2AA0055071000A7600 |
| DO | Acer Lap top | NXVA2AA005510140DD7600 |
| DO | Acer Lap top | NXVA2AA0055070FFFD7600 |

| | | |
|-------|---------------------------------|------------------------|
| DO | Acer Lap top | NXVA2AA0055030E99A7600 |
| DO | Acer Lap top | NXVA2AA0055070FFE07600 |
| DO | Acer Lap top | NXVA2AA0055070FFED7600 |
| DO | Acer Lap top | NXVA2AA0055070FEEF7600 |
| Beach | SONY DCR-HC26 | 1531981 |
| Beach | Canon NTSC ZR80 | 4202100 |
| Beach | SONY Digital Mavica MVC-FD71 | 295661 |
| Beach | Canon NTSC ZR80 | 4130100 |
| Beach | Canon NTSC ZR40 | |
| Beach | SONY DCR-HC26 | 1437896 |
| Beach | Canon NTSC ZR40 | |
| Beach | Symbol SPT1800- TRG80400 | SA0040m014 |
| Beach | Symbol LS1006-1000 | SZ503594 |
| DO | IBM Router 822-008 | 23-G6509 |
| DO | HP 520 printer | #US43K1D0ZS |
| DO | HP CPU | #2UA73912G0 |
| DO | GE DVMRE-4CT11-160 | # D604-T9-781809 |
| DO | LINKS Monitor M435A | 348G80014511258 |
| DO | LINKS CPU | #102394 |
| DO | HP 1740 monitor | CND7344RFV |
| PJB | HP LaserJet | usbd033158 |
| PJB | Libert RT1500RTSE-60 | m24961005270006 |

Issue Date

02/19/2020

Smithtown Central School District
26 New York Ave, Unit 1
Smithtown, NY 11787

AGENDA ITEM X. E)
BUSINESS ITEMS
RM 3/12/2020



INVOICE

Issued To:

WEST ISLIP SD
ATTN: BUSINESS OFFICE
100 SHERMAN AVE
WEST ISLIP, NY 11795

Due Date: 03/20/2020

617110

| Item Number | Item Description | Amount |
|----------------------|---|-----------------|
| | 2019/2020 HEALTH AND WELFARE SERVICES | |
| | 0 Student(s) attending Harbor Country Day School 0 Student(s) attending Sts. Philip & James School 0 Student(s) attending St. Patrick's School 3 Student(s) attending Smithtown Christian School (as per attached) 3.0000 @ 1,023.6500 per STUDENT | 3,070.95 |
| Invoice Total | | 3,070.95 |

Please indicate INVOICE NUMBER on your check.

Checks should be made payable to SMITHTOWN CENTRAL SCHOOL DISTRICT and forwarded to:
Smithtown Central School District; Attn: Accounts Receivable
26 New York Avenue; Smithtown, NY 11787

Original

HEALTH AND WELFARE SERVICES AGREEMENT

THIS AGREEMENT dated as of January 28, 2020, by and between the SMITHTOWN CENTRAL SCHOOL DISTRICT (hereinafter referred to as "SMITHTOWN") having its administrative offices at 26 New York Avenue, Smithtown, NY 11787, and the WEST ISLIP UNION FREE SCHOOL DISTRICT ("hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") having its administrative offices at 100 SHERMAN AVENUE, WEST ISLIP, NY 11795.

WHEREAS, the school districts who are the parties to this Agreement are duly empowered by Education Law § 912 to enter into a contract for the purpose of providing and/or receiving health and welfare services (collectively, the "Services");

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereby incorporate the above statements into the body of this Agreement as if fully set forth therein and hereby agree as follows:

1. DEFINITIONS: For the purposes of this Agreement,
 - a. "SCHOOL DISTRICT PROVIDING SERVICES" or "SMITHTOWN" means the School District in which the nonpublic school requesting the Services is located.
 - b. "SCHOOL DISTRICT RECEIVING SERVICES" means the School District that is contracting for the Services for its resident students who attend a nonpublic school located within the boundaries of the Smithtown Central School District.
2. This Agreement is for the Services provided from September 1, 2019 to June 30, 2020, unless this Agreement is terminated earlier as herein provided.
3. If requested by a nonpublic school located within the boundaries of the Smithtown Central School District, SMITHTOWN will provide health and welfare services to the pupils who attend the nonpublic school equivalent to the health and welfare services that it provides to the public school students enrolled in SMITHTOWN. These requested services will consist of, but not be limited to, the following:
 - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker or school speech therapist;*
 - b. dental prophylaxis;
 - c. vision and hearing screening examinations;
 - d. the taking of medical histories and the administration of health screening tests;
 - e. the maintenance of cumulative health records; and
 - f. the administration of emergency care programs for ill or injured students.

* School psychological and speech correction services may be rendered on nonpublic school premises only to the extent that the services are *diagnostic* in nature. To the extent that the services of a school psychologist or school speech language pathologist are therapeutic or remedial in nature, they may be rendered to a student attending a nonpublic school only on a religiously neutral site. A religiously neutral site may be, but is not limited to, a public school, a mobile unit or some other public location.

SMITHTOWN will make its personnel available to the SCHOOL DISTRICT RECEIVING SERVICES for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. The SCHOOL DISTRICT RECEIVING SERVICES must notify SMITHTOWN of the need for its presence at these meetings within a reasonable time prior to the date of the meeting. Copies of all reports, testing and observation reports prepared in connection with this Agreement will be furnished to the SCHOOL DISTRICT RECEIVING SERVICES upon request.

It is expressly understood and agreed between the parties that: (1) SMITHTOWN may not provide the Services to pupils attending nonpublic schools that are not available to the public school students enrolled in SMITHTOWN's schools; and (2) the services to be provided pursuant to this Agreement will not include any teaching service.

4. SMITHTOWN warrants that the Services: (1) will be provided by licensed health and welfare providers; (2) will be performed by healthcare providers that are licensed pursuant to the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable; and (3) will be in accord with all pertinent provisions of federal, State, and local statutes, rules and regulations, including Section 912 of the Education Law and the student's Individualized Education Plan ("IEP"), if applicable. SMITHTOWN will certify that all healthcare providers possess documentation evidencing the license qualifications as required by federal, State, or local statutes, rules, regulations and orders.

5. SMITHTOWN understands and agrees that it will comply with and is responsible for complying with all applicable federal, State, and local statutes, rules and ordinances, with respect to the services herein described.

6. The SCHOOL DISTRICT RECEIVING SERVICES will compensate SMITHTOWN at the rate of \$1,023.65 per student for the 2019-2020 school year. The SCHOOL DISTRICT RECEIVING SERVICES will pay SMITHTOWN within 60 calendar days of the SCHOOL DISTRICT RECEIVING SERVICES' receipt of an invoice from SMITHTOWN.

7. The SCHOOL DISTRICT RECEIVING SERVICES must obtain whatever releases or other legal documents are necessary for SMITHTOWN to render full and complete performance of the obligations set forth in this Agreement.

8. Both parties to this Agreement agree to provide the State access to all relevant records which the State requires to determine either SMITHTOWN's or the SCHOOL DISTRICT RECEIVING SERVICES' compliance with applicable federal or State statutes or regulations which regulate either the execution of the Agreement or the performance of obligations pursuant to the Agreement. Both parties further agree to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for the materials and records.

9. Both parties to this Agreement understand that they may receive 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 must comply with HIPAA, if applicable.

10. Neither SMITHTOWN nor the SCHOOL DISTRICT RECEIVING SERVICES will use or disclose any information concerning the Services pursuant to this Agreement for any purpose which is prohibited by federal or State statutes and/or regulations. Both parties to this Agreement must comply with all state, federal, and local laws, regulations, rules and requirements related to the confidentiality of records and data security and privacy.

11. To the fullest extent covered by law, each party indemnifies and holds harmless the other party from all liabilities and damages, including attorneys' fees, arising from a party's own negligence pursuant to this Agreement.

12. This Agreement may be terminated by either party upon 30 calendar days written notice to the other party in accordance with the Education Law. In the event of termination, the parties will adjust the accounts due and SMITHTOWN will undertake no additional expenditures not already provided.

13. Services provided pursuant to this Agreement will be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability or sponsorship.

14. Any notices required or permitted to be given pursuant to the terms of this Agreement must be made in writing and either personally delivered or sent by registered or certified mail or by nationally recognized courier service. Notice will be deemed given on the date of delivery or upon receipt. Notice must be delivered or mailed to the parties at the following addresses:

SMITHTOWN CENTRAL SCHOOL DISTRICT
26 NEW YORK AVENUE
SMITHTOWN, NEW YORK 11787
Attention: Business Office

WEST ISLIP UNION FREE SCHOOL DISTRICT
100 SHERMAN AVENUE
WEST ISLIP, NEW YORK 11795
Attention: Business Office

15. The parties will not assign, transfer or convey any of their respective rights or obligations pursuant to this Agreement without the prior written consent of the non-assigning party.

16. This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

17. This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties. This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

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

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

20. This Agreement is subject to approval by each party's Board of Education, by resolution duly approved.

21. There are no third-party beneficiaries of or in this Agreement.

22. This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

23. It is mutually agreed that this Agreement will not become valid and binding upon either party until the Agreement is approved by the Superintendent of the SCHOOL DISTRICT RECEIVING SERVICES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first set forth above.

By:  Date: 2/11/2020
SUPERINTENDENT OF SCHOOLS
SMITHTOWN CENTRAL SCHOOL DISTRICT

By:  Date: 2/11/2020
BOARD OF EDUCATION
SMITHTOWN CENTRAL SCHOOL DISTRICT

By: _____ Date: _____
SUPERINTENDENT OF SCHOOLS
WEST ISLIP UNION FREE SCHOOL DISTRICT

By: _____ Date: _____
BOARD OF EDUCATION
WEST ISLIP UNION FREE SCHOOL DISTRICT

Issue Date

02/11/2020

Syosset Central School District
99 Pell Lane
Syosset, NY 11791

Invoice Number

092-20A

INVOICE

Issued To:

West Islip UFSD
Administrative Offices
100 Sherman Ave
West Islip, NY 11795

ADMIN

| Item Number | Item Description | Amount |
|----------------------|---|-----------------|
| HEALTH-ST ED | HEALTH SERVICES FOR STUDENT(S) ATTENDING ST. EDWARD THE CONFESSOR SCHOOL IN SYOSSET, NY DURING THE 2019-20 SCHOOL YEAR. 2.0000 @ 1,018.2400 per Year | 2,036.48 |
| HEALTH-OLMA | HEALTH SERVICES FOR STUDENT(S) ATTENDING OUR LADY OF MERCY ACADEMY IN SYOSSET, NY DURING THE 2019-20 SCHOOL YEAR. 3.0000 @ 1,018.2400 per Year | 3,054.72 |
| Invoice Total | | 5,091.20 |

Original

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 10th day of February 2020 by and between the Board of Education of the WEST ISLIP PUBLIC SCHOOLS (hereinafter "WEST ISLIP"), having its principal place of business for the purpose of this Agreement at Attn: Superintendent, West Islip Public Schools 100 Sherman Avenue West Islip, New York 11795, and the Board of Education of the SYOSSET Central School District (hereinafter "SYOSSET"), having its principal place of business for the purpose of this Agreement at 99 Pell Lane, Syosset, New York 11791.

WITNESSETH

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

WHEREAS, certain students who are residents of WEST ISLIP are attending non-public schools located in SYOSSET,

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

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

A. TERM

The term of this Agreement shall be from July 1, 2019 through June 30, 2020 inclusive, unless terminated early as provided for in this Agreement, and as authorized by law.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services provided by SYOSSET to WEST ISLIP may include, but are not limited to the following

Annual Medical Inspection
School Nursing Services
First Aid for School Emergencies
Furnishing of First Aid Supplies
Furnishing Health Record Forms and Recording Data
Speech Therapists
Psychologists

 - It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.
2. The services provided by SYOSSET to WEST ISLIP shall be consistent with the services available to students attending public schools within the SYOSSET School District.
3. SYOSSET shall perform all services under this Agreement in accordance with each student's Individualized Education Services Plan (IESP) if applicable.

4. SYOSSET 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. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
6. SYOSSET 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 students pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. SYOSSET warrants that the services will be provided by health care providers that are properly licensed under the laws of the State of New York.
8. SYOSSET shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
9. Both parties agree to provide the State access to all relevant records which the State requires to determine either SYOSSET's or WEST ISLIP compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
10. 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).

C. COMPENSATION

1. In exchange for the provision of health and welfare services pursuant to this Agreement, WEST ISLIP agrees to pay SYOSSET the sum of \$1,018.24 per eligible pupil for the 2019 - 2020 school year. Said amount shall be prorated accordingly for each student to accurately reflect the actual period of time during which services were provided to each student.
2. WEST ISLIP shall pay SYOSSET within thirty (30) days of receipt of a written invoice from SYOSSET. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.

D. MISCELLANEOUS

1. Termination: this Agreement may only be terminated in accordance with applicable Law.
2. Defense / Indemnification:
 - a. SYOSSET agrees to defend, indemnify and hold harmless WEST ISLIP, 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 SYOSSET, 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. WEST ISLIP agrees to defend, indemnify and hold harmless SYOSSET, 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 WEST ISLIP, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
3. 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:

WEST ISLIP : Superintendent
West Islip Public Schools
100 Sherman Avenue
West Islip, New York 11795

SYOSSET: Superintendent of Schools
Syosset Central School District
P.O. Box 9029
Syosset, NY 11791-9029
4. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. 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.
6. 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.

7. 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.
8. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. 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.
10. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. 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. Furthermore, this Agreement shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the WEST ISLIP School District.

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

WEST ISLIP PUBLIC SCHOOL DISTRICT

Superintendent of Schools

WEST ISLIP PUBLIC
SCHOOL DISTRICT

SYOSSET CENTRAL SCHOOL DISTRICT,

President, Board of Education



President, Board of Education

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

SED No. 58-05-09-03-0-003-
 Project Manager, Josh Staples
 AGENDA ITEM X.F)
 BUSINESS ITEMS
 RM 3/12/2020

PROJECT: West Islip UFSD
 (name, address) Phase 4 Bond Work at
 Manetuck Elementary School

CHANGE ORDER NUMBER: 1

DATE: January 23, 2020

TO CONTRACTOR: Eldor
 (name, address) 30 Corporate Drive
 Holtsville, NY 11742

ARCHITECT'S PROJECT NO.: 17-371e

CONTRACT DATE: August 2, 2019

CONTRACT FOR: Theatrical Work @
Manetuck ES (TSI-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

1. Owner Request. District requests a credit for the full amount of the 'Lump Sum'
 Allowance. Deduct..... (\$ 750.00)
 Total Deduct Cost..... (\$ 750.00)

Not valid until signed by the Owner, Architect and Contractor.


The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 66,050.00
 Net change by previously authorized Change Orders \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 66,050.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of \$ (750.00)
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be \$ 65,300.00
 The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

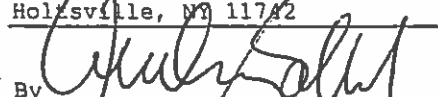
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

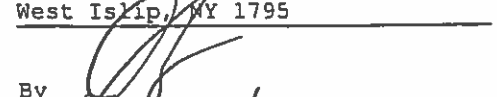
BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC
 ARCHITECT (631) 475-0349
 244 E. Main Street
 Address
 Patchogue, NY 11772

Eldor Contracting Corp.
 CONTRACTOR (631) 218-0010
 30 Corporate Drive
 Address
 Holtsville, NY 11742

West Islip UFSD
 OWNER (631) 930-1530
 100 Sherman Avenue
 Address
 West Islip, NY 1795

By 
 Frederick W. Seeba, PE, LEED AP

By 
 Anthony J. Bianonte, Dir. of Fin.

By 

Date 01/23/2020

Date 1/30/2020

Date 2/24/20

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

SED No. 58-05-09-03-0-010-025
 Project Manager, Josh Staples

PROJECT: West Islip UFSD
 (name, address) Phase 4 Bond Work at
 Beach Street Middle School

CHANGE ORDER NUMBER: 1
 DATE: January 23, 2020

TO CONTRACTOR: Eldor
 (name, address) 30 Corporate Drive
 Holtsville, NY 11742

ARCHITECT'S PROJECT NO.: 17-371b
 CONTRACT DATE: August 2, 2019

CONTRACT FOR: Theatrical Work @
 Beach St. MS (TSI-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

- 1. Owner Request. District requests a credit for the full amount of the 'Lump Sum' Allowance. Deduct..... (\$1,500.00)
- Total Deduct Cost..... (\$1,500.00)

Not valid until signed by the Owner, Architect and Contractor.

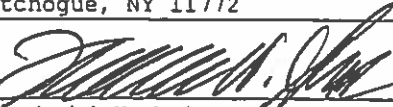
The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 282,550.00
 Net change by previously authorized Change Orders \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 282,550.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of \$ (1,500.00)
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be \$ 281,050.00
 The Contract Time will be (~~increased~~) (~~decreased~~) (~~unchanged~~) by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC
 ARCHITECT (631) 475-0349
 244 E. Main Street
 Address
 Patchogue, NY 11772

Eldor Contracting Corp.
 CONTRACTOR (631) 218-0010
 30 Corporate Drive
 Address
 Holtsville, NY 11742

West Islip UFSD
 OWNER (631) 930-1530
 100 Sherman Avenue
 Address
 West Islip, NY 11795

By 
 Frederick W. Seeba, PE, LEED AP

By 
 Anthony J. Bionte, Dir. of Fin.

By 

Date 01/23/2020

Date 1/30/2020

Date 2/24/20

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

SED No. 58-05-09-03-0-007-019
 Project Manager, Josh Staples

PROJECT: West Islip UFSD
 (name, address) Phase 4 Bond Work at
 Udall Road Middle School

CHANGE ORDER NUMBER: 1

DATE: January 23, 2020

TO CONTRACTOR: Eldor
 (name, address) 30 Corporate Drive
 Holtsville, NY 11742

ARCHITECT'S PROJECT NO.: 17-371c

CONTRACT DATE: August 2, 2019

CONTRACT FOR: Theatrical Work @
Udall Rd. MS (TSI-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

1. Owner Request. District requests a credit for the full amount of the 'Lump Sum'
 Allowance. Deduct..... (\$1,500.00)
 Total Deduct Cost..... (\$1,500.00)

Not valid until signed by the Owner, Architect and Contractor.

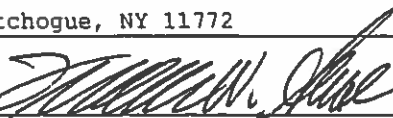
The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 295,200.00
 Net change by previously authorized Change Orders \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 295,200.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increase~~) (~~decrease~~)
~~unchanged~~ by this Change Order in the amount of \$ (1,500.00)
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be \$ 293,700.00
 The Contract Time will be (~~increase~~) (~~decrease~~) (unchanged) by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

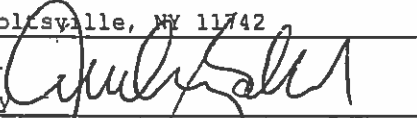
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

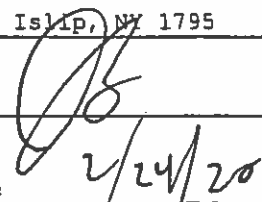
BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC
 ARCHITECT (631) 475-0349
 244 E. Main Street
 Address
 Patchogue, NY 11772

Eldor Contracting Corp.
 CONTRACTOR (631) 218-0010
 30 Corporate Drive
 Address
 Holtsville, NY 11742

West Islip UFSD
 OWNER (631) 930-1530
 100 Sherman Avenue
 Address
 West Islip, NY 11795

By 
 Frederick W. Seeba, PE, LEED AP

By 
 Anthony J. Bionte, Dir. of Fin.

By 
 Date 2/24/20

Date 01/23/2020

Date 1/30/2020

Date

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

SED No. 58-05-09-03-0-008-034

Project Manager, Josh Staples

PROJECT: West Islip UFSD
 (name, address) Phase 4 Bond Work at
 West Islip High School

CHANGE ORDER NUMBER: 1

DATE: January 23, 2020

TO CONTRACTOR: Eldor
 (name, address) 30 Corporate Drive
 Holtsville, NY 11742

ARCHITECT'S PROJECT NO.: 17-371a

CONTRACT DATE: August 2, 2019

CONTRACT FOR: Theatrical Work @
 West Islip HS (TSI-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

- Owner Request. District requests a credit for the full amount of the 'Lump Sum' Allowance. Deduct..... (\$1,250.00)
- Total Deduct Cost..... (\$1,250.00)

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 152,500.00
 Net change by previously authorized Change Orders \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 152,500.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increase~~) (~~decrease~~)
 (~~unchanged~~) by this Change Order in the amount of \$ (1,250.00)
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be \$ 151,250.00
 The Contract Time will be (~~increased~~) (~~decreased~~) (~~unchanged~~) by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

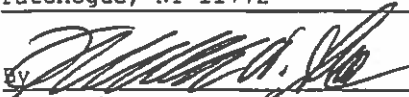
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244 E. Main Street

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By 
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Date 01/23/2020

Eldor Contracting Corp.

CONTRACTOR (631) 218-0010

30 Corporate Drive

Address

Holtsville, NY 11742

By 
 Anthony J. Bionte, Dir. of Fin.

Date 1/30/2020

West Islip UFSD

OWNER (631) 930-1530

100 Sherman Avenue

Address

West Islip, NY 11795

By 

Date 2/24/20

February 17, 2020

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

Dear Members of the Board of Education and Audit Committee

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide to the West Islip Union Free School District (District) for the year ending June 30, 2020.

Detailed Internal Control Testing

We will apply the agreed-upon procedures which the Board of Education (Board) and the management of the District have specified, listed below, on certain purchasing activities in complying with policies and procedures of the District during the period July 1, 2019 through March 31, 2020.

Purchasing

We will perform a review of the operations of the purchasing and disbursements activities as follows:

- Review Board policies and District procedures related to the purchasing and disbursement functions.
- Interview Business Office personnel regarding policies, procedures and systems in effect related to purchasing and disbursements.
- Interview the employees responsible for purchase requisitioners in the Facilities Department, IT Department, Special Ed Department, Athletics Department and each school to determine if the procedures followed by the staff are standardized and consistent within the District.
- Review the current requisitioning and purchasing processes and identify the strengths, weaknesses and key control attributes for testing.
- Review the financial system user accounts and respective permissions related to the purchasing area to ensure that users have the appropriate level of access based on their job responsibilities.
- Review the purchasing related activity for vendor accounts during the time period as follows:
 - Accounts with disbursements greater than \$100,000 – select a sample of 15 accounts.

- Accounts with disbursements between \$20,000 and \$100,000 – select a sample of 15 accounts.
- Accounts with disbursements between \$10,000 and \$20,000 – select a sample of 10 accounts.
- Accounts with disbursements between \$300 and \$10,000 – select a sample of 10 accounts.
- For each of the 50 accounts selected we will review the nature and frequency of transactions with the vendor and examine the purchasing and disbursement records for up to 2 judgmentally selected invoices to determine whether the applicable policies and procedures have been followed.

This engagement is solely to assist the District in reviewing the activity of the functions listed above. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures previously described either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures previously listed do not constitute an examination or review, we will not express an opinion on the effectiveness of the District's departments reviewed during this engagement. In addition, we have no obligation to perform any procedures beyond those listed above.

We plan to perform our procedures beginning in March 2020, and unless unforeseeable problems are encountered, the engagement should be completed by May 31, 2020.

Report

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the Board of Education and management of the District, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Fee

We estimate that our fees for these services will range from \$15,000 to \$16,000. The fees are based upon anticipated services to be rendered at our standard billing rates.

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

The fee estimates are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices will be rendered as work progresses based on hours of work completed and are payable on presentation. If for any reason we are unable to complete the engagement, we will not issue a report as a result of the engagement.

If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

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

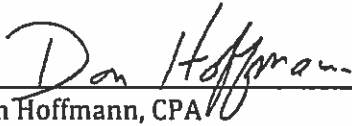
Don Hoffmann, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of each engagement. If you have any questions, please let us know. If you agree with the terms of our engagements as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Cullen & Danowski, LLP

For the Firm:



Don Hoffmann, CPA
Partner

RESPONSE:

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

By: _____

Signature: _____

Title: _____

Date: _____

LEASE AGREEMENT

This agreement made this ____ day of _____, 20__, by and between the Board of Education, West Islip Union Free School District, Town of Islip, Suffolk County, New York, a corporation existing under and by virtue of the laws of the State of New York, having its principal office at 100 Sherman Avenue, West Islip, Suffolk County, New York 11795 (hereinafter referred to as the "DISTRICT"), and After School Kids Under Supervision, Inc., a not-for-profit organization existing under and by virtue of the laws of the State of New York having its principal office at 212 Higbie Lane, Suite 1, West Islip, New York 11795 (hereinafter referred to as "ASK US").

WITNESETH

WHEREAS, the DISTRICT has agreed to lease to ASK US the cafeteria, playground, music room (exclusive of the music room storage), classrooms 301, 302, 303, 304, 305/306, and the gym at the Paul E. Kirdahy Elementary School, located at 339 Snedecor Ave., West Islip, New York (the "Premises").

NOW, THEREFORE, the DISTRICT and ASK US hereby agree as follows:

LEGAL REQUIREMENTS

1. This Lease shall be in accordance with the provisions of § 403-a of the Education Law. The parties stipulate and agree that this Agreement constitutes a renewal and shall not become effective until approved by the Commissioner of Education in accordance with Education Law §403-a.
2. This Lease shall be void and unenforceable if entered into in violation of General Municipal Law § 801 or Education Law § 410.

TERM

3. The term of this Lease shall commence on September 1, 2020 and expire on June 30, 2025 unless sooner terminated pursuant to the provisions hereof and to the extent permitted by applicable law.

Commencing with the 2016-17 school year and notwithstanding any provision to the contrary, in the event the District determines that it is no longer in the District's best interest to lease the Premises to ASK US, the District may cancel the Lease Agreement, as amended, as of June 30th of any year during the term of the Lease, upon thirty (30) days prior written notice. After the effective date of such cancellation, ASK US shall not be liable for further rent payments under the Lease Agreement. In the event the District determines to cancel the Lease Agreement, the District agrees to assess whether another location in the District is not currently needed for school district purposes and whether a lease of such other location to ASK US would be in the best interests of the District.

RENT

4. ASK US shall pay an annual rent as follows:
- a. Year One (September 1, 2020 to June 30, 2021): a monthly base rent of \$3,400.00, for a total annual base rent of \$34,000.00.
 - b. Year Two (September 1, 2021 to June 30, 2022): a monthly base rent of \$3,502.00, for a total annual base rent of \$35,020.00.
 - c. Year Three (September 1, 2022 to June 30, 2023): a monthly base rent of \$3,607.06, for a total annual base rent of \$36,070.60.
 - d. Year Four (September 1, 2023 to June 30, 2024): a monthly base rent of \$3,715.27, for a total annual base rent of \$37,152.72.

- e. Year Five (September 1, 2024 to June 30, 2025): a monthly base rent of \$3,826.73, for a total annual base rent of \$38,267.30.
5. The rent shall be paid ten (10) equal installments with the first payment of each year due on September 1st. Each successive payment shall be made on the first day of each month until all payments are made as required herein.

USE OF PREMISES

6. The DISTRICT covenants that ASK US, upon paying the yearly rent and performing the covenants herein, shall and may peacefully and quietly have, hold and enjoy the Premises for the term stated.
7. ASK US covenants that it shall use the Premises exclusively for educational and recreational purposes in connection with the conduct of its programs, and shall not use or permit the use of the Premises in violation of any applicable statute, ordinance or regulation, or in violation of the Certificate of Occupancy of the Building. ASK US may not utilize the Premises for any other purpose whatsoever, without the written consent of the DISTRICT. ASK US shall have full control and use of the cafeteria, playground, music room, classrooms 301, 302, 303, 304, 305/306, 310, indoor playground, and the gym. Such exclusive use shall be Monday through Friday 6:30 a.m. through 9:30 a.m. and 2:30 p.m. through 6:30 p.m. on days when school is in session. Notwithstanding the foregoing, the gym will be partitioned in half on Tuesdays and the District will have use of one half of the gym on Tuesdays. ASK US understands that other tenants will be using the cafeteria, gym, kitchen, and indoor playground between the hours of 9:30 a.m. and 2:30 p.m. ASK US shall also have use of the bathrooms located near the music suite. ASK US shall use the outside cafeteria entrance. ASK US shall be permitted to utilize the cafeteria

tables/benches which shall be repaired/replaced if necessary with the cost thereof to be shared equally between ASK US and any other tenant using the Cafeteria under lease in the Building.

8. The DISTRICT shall have full control and use of the building, grounds, parking areas, and athletic fields except at the times noted in Paragraph "8."
9. The DISTRICT shall maintain the grounds surrounding the Building, including but not limited to mowing of the lawns, tending the shrubs, snow plowing all parking areas, snow and ice removal from pedestrian walkways, steps and sidewalks at the Premises, removing plowed snow, repairing potholes in and otherwise maintaining the parking areas and maintaining the sidewalks, and curbing, provided however, that should any snowfall be of sufficient quantity to require its removal through the use of rented equipment such as bucket loaders, tractors or bulldozers by an outside contractor, ASK US shall pay such cost as additional rent upon receipt of an invoice from the DISTRICT. Notwithstanding the aforestated provisions of this paragraph, ASK US shall be responsible for. Should the District enter into a lease with other tenant(s) for other portions of the 339 Snedecor Ave., the District shall require such other tenant(s) to share equitably in the snow removal obligations set forth in this paragraph as responsibilities of ASK US.
10. The DISTRICT will be responsible for fire safety, asbestos, and all capital construction reporting, annual structural inspections, and other reports required by the State Education Department or other authorities.
11. The water supply and sanitary waste system shall be used for ordinary lavatory and kitchen purposes only. The reasonable costs to the DISTRICT for any unauthorized use of these services, including but not limited to the costs of water and water dispersion and cesspool

testing and cleaning, shall be borne by ASK US as an item of additional rent. Notwithstanding the foregoing, the DISTRICT shall be responsible for the repair, replacement, or installation of pipes or other components of the sanitary water system that may be required due to age or changing regulatory requirements.

12. In the event that the Building is partially damaged by fire or other cause without the fault or negligence of ASK US, with the result that it is only partially unacceptable or unsuitable for ASK US purposes, the Lease shall continue in full force and effect. The DISTRICT shall immediately proceed to repair the damages and restore the building to full use at the sole expense of the DISTRICT, and the rent payment shall abate in such proportions based on a percentage of the area rented and usable for school purposes bears to the area used for school purposes prior to the casualty.
13. The DISTRICT's representatives shall have the right to enter into and upon the premises, or any part thereof, at all reasonable hours for the purpose of examining same or making such repairs or alterations therein as may be necessary under the requirements of this lease; provided, however, that the DISTRICT gives the ASK US administrator reasonable notice before entering, except in the case of emergency.

INSURANCE

14. The DISTRICT shall pay for and provide all fire insurance policies insuring the Building against risks enumerated in "fire insurance" policies (i.e., "all risk," etc.). ASK US may carry fire insurance policies to protect its interest insofar as fixtures and other contents are concerned. All such policies are to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against the DISTRICT or ASK US in connection with any loss or damage covered by any such policies. Neither party shall

be liable to the other for any loss or damage caused by fire or any of the risks enumerated in standard extended coverage insurance, provided such insurance was obtainable at the time of such loss or damage. However, if such insurance policies cannot be obtained or are obtainable only by the payment of any additional premium charge above that charged by companies carrying such insurance without such waiver of subrogation, the party undertaking to carry such insurance shall notify the other party of such fact and such other party shall have a period of ten (10) days after the giving and/or receiving of such notice either to: (a) place such insurance in companies which are reasonably satisfactory to the other party and will carry such insurance with such waiver of subrogation; or (b) agree to pay the additional premium if such policy is obtainable at additional cost. If neither (a) nor (b) is done, this paragraph shall be null and void for so long as either such insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired shall refuse to pay the additional premium charge. If the release of either the DISTRICT or ASK US, as set forth in this paragraph, shall contravene any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released but shall be deemed secondary to the latter's insurer.

15. ASK US will not knowingly do anything in said Premises, nor knowingly permit anyone else to do anything in said Premises, which will in any way increase the rate of fire insurance without the approval of the DISTRICT.
16. At ASK US's own cost and expense, it shall maintain in force at all times hereunder, liability insurance policies with any standard company licensed to do business in the State of New York with the limitation of at least a combined single occurrence limit of

\$1,000,000.00 for bodily injury and property damage, and an umbrella policy of \$2,000,000.00 and shall cause the DISTRICT to be named as additional insured thereunder and shall furnish the DISTRICT with certificates of such insurance.

TERMINATION, DEFAULT AND RE-ENTRY

17. The DISTRICT shall not declare any default under this Lease or seek to terminate the Lease unless and until it shall have given ASK US ten (10) days written notice at its principal address to cure any alleged default and ASK US has failed to cure the same within such ten (10) day period. In the case of defaults not capable of being cured within a ten (10) day period, ASK US shall not be deemed in default if ASK US commences to cure same with such ten (10) day period and proceeds promptly and diligently to cure same.
18. In the event ASK US moves out or is dispossessed and fails to remove any fixtures or other property installed in the buildings by ASK US, the said fixtures and property shall be deemed abandoned by ASK US and shall become the property of the DISTRICT, or at the DISTRICT's discretion, the DISTRICT may require ASK US to remove such items or remove same and bill ASK US for the DISTRICT's expense in connection with such removal.
19. In the event this Lease is terminated due to ASK US' default, ASK US shall nevertheless remain liable for and shall pay the rent and additional rent which accrues subsequent to the reentry by the DISTRICT, and ASK US expressly agrees to pay damages for the breach of the covenants herein contained, the difference between the rent and additional rent reserved and the rent and additional rent collected, if any, by the DISTRICT during the remainder of the unexpired term; such difference shall become due and payable in monthly payments during the unexpired term as the amounts of such difference shall from time to time be ascertained.

20. ASK US shall take good care of the Premises and at the end or other expiration of the term, shall deliver same in good order and condition, damages by the elements excepted.

ASK US shall remove from the Premises all furniture which ASK US has supplied and shall leave the Premises in broom clean condition and free of debris. All claims for damages caused by ASK US during the term of the Lease shall be made by the DISTRICT to ASK US within sixty (60) days after ASK US vacates the Premises.

ALTERATIONS

21. All structural alterations to the Building require the prior written approval of the DISTRICT. All alterations shall remain the property of the DISTRICT at the termination of the Lease.

EMINENT DOMAIN

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

ASSIGNMENT

23. ASK US may not assign any of its rights or duties under this lease or sublet the Premises without the DISTRICT's written consent.

ENVIRONMENTAL HAZARDS

24. ASK US shall not be responsible for pre-existing conditions of environmental contamination, if any. To the best of the DISTRICT's actual knowledge there are no conditions of environmental contamination within the demised premises.

MISCELLANEOUS

25. The failure of either the DISTRICT or ASK US to insist upon a strict performance of any of the terms, conditions, and covenants herein, shall not be deemed a waiver of any rights or remedies that the DISTRICT or ASK US may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.
26. For the purpose of the Lease, "negligence" or "fault" on the part of ASK US shall include the negligent or wrongful acts of ASK US' employees, representatives, agents, invitees and licensees, including but not limited to students of ASK US attending the Paul E. Kirdahy Elementary School.
27. This Lease constitutes the entire agreement and understanding between the parties with respect to the transactions contemplated by them and supersedes all prior discussions, agreements, representations, warranties and undertakings, written or oral, of any and every nature with respect thereto.
28. Any notice given pursuant to this Lease shall be in writing, and shall be sent by personal delivery, by certified mail, return receipt requested, or by Federal Express or other recognized overnight courier, at the parties' addresses above-stated, and shall indicate: "Attention: Business Office."
29. This Agreement is subject to the District obtaining from the Town of Islip Department of Planning and Development permission to rent the building as set forth herein without alteration or modification to the building, without having to comply with Town of Islip zoning and/or building code requirements and/or without any fee, permit or other limitation of any kind.

HEADINGS

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

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

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

WEST ISLIP UNION FREE
SCHOOL DISTRICT

Dated: _____

By: _____
Steven D. Gellar, President

AFTER SCHOOL KIDS UNDER
SUPERVISION, INC.

Dated: _____

By: _____
Justin Lite, Voluntary Chairperson

BE IT RESOLVED that the Board of Education of the West Islip Union Free School District hereby ratifies the withdrawal without prejudice of the due process complaint dated February 25, 2020 concerning student ID #47568, effective February 27, 2020.