

AGENDA



BOARD OF EDUCATION

August 13, 2020

West Islip High School
One Lions Path
REVISED

Due to Governor Cuomo's Executive Order, gatherings are limited to no more than fifty (50) people in regions that have reached Phase Four of reopening, so long as appropriate social distancing and face covering requirements are followed. Attendance at this meeting is on a first-come, first-serve basis and will be by reservation only. Submit reservation requests via email to wi.districtclerk@wi.k12.ny.us Meeting location is subject to change pending any Executive Orders related to the COVID-19 pandemic.

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

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
August 13, 2020

West Islip High School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and address required}. Due to restrictions on in-person attendance, residents are encouraged to submit their questions prior to the meeting at wi.officeofsuperintendent@wi.k12.ny.us or boe@wi.k12.ny.us. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the July 7, 2020 Reorganizational Meeting, July 7, 2020 Regular Meeting and the July 27, 2020 Special Meeting.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Safety Committee {7/23/2020}
 - B) Education Committee {8/11/2020}
 - C) Finance Committee {8/11/2020}
 - D) Buildings and Grounds Committee {8/11/2020}
- IX. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Contracts 2020-2021
 1. Babylon UFSD
 2. Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC
 3. Greenburgh North Castle UFSD
 4. Lindenhurst UFSD
 5. Little Angels Center, Inc.
 6. Long Island Developmental Consulting, Inc. {LIDC}
 7. Mountain Lake Academy
 8. United Cerebral Palsy Association of Greater Suffolk, Inc.
 - C) Approval of Contract 2018-2019
 1. Farmingdale UFSD
 - D) Approval of Intermunicipal Cooperation Agreement 2020-2021
 1. Babylon UFSD
 - E) Approval of Change Orders
 1. VSC Electric, Inc. → Beach \$989.73
 2. Laser Industries, Inc. WIHS \$25,000
 3. Laser Industries, Inc. WIHS \$24,203
 4. Laser Industries, Inc. WIHS \$14,159.31
 - F) Approval of Surplus
 1. Miscellaneous books - Beach
 2. Miscellaneous books - Udall
 3. Miscellaneous IT equipment

X. PRESIDENT’S REPORT

- A) Approval of West Islip High School Commencement Exercises - Friday, June 25, 2021 at 6:00 p.m.
- B) Adoption of resolution re: District’s participation in ECIA Title I Program and other federal programs for 2020-2021 and authorization for the Superintendent to apply for all federal funds for the 2020-2021 school year
- C) Adoption of resolution re: designation of Superintendent to determine entitlement for attendance of the schools of the district
- D) Adoption of resolution re: certification of qualified Lead Evaluators of teachers and building principals having successfully completed the training requirements
- E) Adoption of resolution re: certification of qualified Lead Evaluators and evaluators of teachers having successfully completed the training requirements
- F) Adoption of resolution re: certification of coordinators in accordance with the requirements of the Dignity for All Students Act
- G) Adoption of resolution re: Chief Emergency Officer
- H) Approval of Revised 2020-2021 Student-Teacher Calendar
- I) Approval of Stipulation of Settlement re: Student A
- J) Approval of Stipulation of Settlement re: Student B

XI. SUPERINTENDENT’S REPORT

XII. NOTICES/REMINDERS

XIII. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

XIV. INVITATION TO PUBLIC – *The public, at this time, is invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards {name and address required}. Due to restrictions on in-person attendance, residents are encouraged to submit their questions prior to the meeting at wi.officeofsuperintendent@wi.k12.ny.us or boe@wi.k12.ny.us. 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.*

XV. 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.*

XVI. CLOSING - Adjournment

REGULAR MEETING OF THE BOARD OF EDUCATION
July 7, 2020 – Virtual Meeting

PRESENT: Mr. Gellar, Mr. McCann, Mr. Antonello, Mr. Compitello, Mrs. LaRosa,
Mr. Maginniss, Mr. Tussie

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

Meeting was called to order at 7:50 p.m.

APPROVAL OF MINUTES:

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the minutes of the June 23, 2020 Planning Session.

PERSONNEL:

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Denise Lamattina, Library Media Specialist, effective September 1, 2020 to August 31, 2024 (Udall; Step 1A¹; replacing A. Bean {retired}).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Lisa Angius, Library Media Specialist, effective September 1, 2020 to August 31, 2024 (Beach Street; Step 1A¹; replacing M. DeMarco {retired}).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Allison Murray, School Psychologist effective September 1, 2020 to August 31, 2024 (High School; Step 1A¹; replacing C. Kaigh {retired}).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: *Kareen Gaffney, Senior Office Assistant, effective July 22, 2020 (District Office; Step 1; replacing L. Castagna {retired}). *Conditional pending fingerprinting

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Donald Fitzgerald, Maintenance Mechanic III, effective July 2, 2020 (Maintenance).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Juanita LeBarr, Part Time Food Service Worker, effective June 27, 2020 (24 years).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve OTHER: SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS SUMMER 2020: Jeanne Dowling, Administrator; Elizabeth Kelly, Consultant Teacher (replacement for Elaine Longo).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve OTHER: DISTRICT-WIDE PRINTING SERVICES 2020-2021: John Zuhoski.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve OTHER: ATHLETIC TRAINERS 2020-2021: Kevin Kilkenny; Nicole Perperis.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve OTHER: EQUIPMENT COORDINATORS 2020-2021: James Dooley; James Klimkoski; Brian Cameron.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: FALL 2020 HIGH SCHOOL COACHES: FOOTBALL: Steve Mileti, Varsity Head Coach; Frank Riviezzo, Assistant Varsity Coach; Phil Kane, Assistant Varsity Coach; Scott Mattera, Varsity Volunteer Coach; Thomas Woodburn, Varsity Volunteer Coach; Mike Bellacosa, Varsity Volunteer Coach; Joseph LaCova, Head J.V. Coach; John T. Denninger, Assistant J.V. Coach. GIRLS SOCCER: Nicholas Grieco, Head Varsity Coach; Jeremy Robertson, Assistant Varsity Coach; Lindsay Morgan, J.V.Coach. BOYS SOCCER: Edward Pieron, Head Varsity Coach; Brian Cameron Assistant Varsity Coach; Dennis Mazzalonga, J.V. Coach. GIRLS SWIMMING: Tanya Carbone, Varsity Coach; Meghan LaRocca, Assistant Varsity Coach. GIRLS GYMNASTICS: MaryAnn McGrade, Varsity Coach; Caitlyn Leibman, Assistant Varsity Coach. GIRLS TENNIS: George Botsch, Varsity Coach; James Dooley, J.V.Coach. FIELD HOCKEY: Josephine Hassett, Varsity Coach; JoAnne Orehosky, Assistant Varsity Coach; Kelly Weisenseel, J.V. Coach. CROSS COUNTRY: Kevin Murphy, Boys Varsity Coach; Michelle Studley-Broderick, Girls Varsity Coach. BOYS VOLLEYBALL: John Schrank, Varsity Coach; Frank Franzone, Assistant Varsity Coach; Erin Harris, J.V. Coach. GOLF: Frank Rapczyk, Varsity Coach. KICKLINE: Jessica Cichy, Varsity Coach. CHEERLEADING: Dina Barone, Varsity Coach; Lauren Brady, Assistant Varsity Coach; Priscilla McBride, J.V. Coach; Nicole Shaw, Assistant J.V. Coach.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve OTHER: FALL 2020 MIDDLE SCHOOL COACHES: FOOTBALL: Shanan Mauro, Head 7-8 Udall Coach; Robert Kolar, Assistant 7-8 Udall Coach; Vincent Luvera, Head 7-8 Beach Coach; Charles (Kevin) Osburn, Assistant 7-8 Beach Coach; Larry Plompen, Beach Volunteer Coach. GIRLS SOCCER: Edward Jablonski, 7-8 Udall Coach; Colleen Reilly, 7-8 Beach Coach. BOYS SOCCER: Michael LaCova, 7-8 Beach Coach. CROSS COUNTRY: Vincent Melia, Udall Boys & Girls Coach; Joseph Nicolosi, Beach Boys & Girls Coach. FIELD HOCKEY: Daniel Sliwowski, 7-8 Udall Coach; Kathryn Dranoff, 7-8 Beach Coach. TENNIS: Patrick Tunstead, Girls 7-8 Udall/Beach. CHEERLEADING: Lisa Schecter, Udall 7-8 Co-Coach; Jillian Bohnaker, Udall 7-8 Co-Coach.

CURRICULUM UPDATE:

Mrs. Morrison gave an Instructional Planning Committee update. There are three subcommittees – elementary school, middle school and high school. The focus of the committees are to plan for remote and blended instruction should either be necessary during the 2020-2021 school year. Subcommittees focus on student assessment of instructional gaps, curriculum adjustments and prioritizing of standards and preparation of remote instruction and blended instruction for scheduling, grading, attendance, professional development (staff and parents), academic/social-emotional interventions and stakeholder responsibilities. Mrs. Morrison thanked the administrators and teachers for their work on these committees.

Mrs. Morrison advised that special education extended year summer services began on July 1, 2020. The students attend in person Monday-Thursday and virtually on Friday, and are socially distanced, engaged and interacting with their teachers and peers. Mrs. Morrison thanked Mrs. Dowling, teachers and support staff for organizing and planning a positive learning experience for the students.

REPORT OF COMMITTEES:

Buildings and Grounds: Ron Maginniss reported on the meeting that took place on 7/7/2020. Mr. Bosse gave a bond update on the Phase 4b and Phase 5 bond projects. The Udall Family and Consumer Science classroom

renovation will begin this month but cabinets and casework manufacturing are expected to be delayed. One previously closed bathroom at the high school is under consideration for renovation to accommodate bathroom use at the high school. The committee has decided to limit Adult Education courses to only those that can be run virtually. Summer building permits are on hold pending guidance from the Executive and SED, but permits and insurance information are being accepted so the process can be expedited once approval is given. Personal protection equipment and COVID-related cleaning supplies are being ordered in anticipation for a September return to school; all items identified in the NYSIR insurance site and facility inspections have been resolved.

Special Education Committee: A meeting did not take place but Mr. Gellar asked for a motion to approve the placements of students with disabilities as contained in the agenda back-up.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve placements of students with disabilities as contained in the board agenda back-up.

Policy Committee: Mrs. LaRosa reported that the committee conducted an annual review of the following policies: No. 5412 Purchasing Procedures; No. 5421 Procurement of Goods and Services; No. 5610 Insurance; No. 5623 Use of School Owned Materials and Equipment; No. 5683 Districtwide Safety Committee; No. 6150 Alcohol, Drugs and Other Substances {School Personnel}; No. 7320 Alcohol, Drugs and Other Substances {Students}.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve the above-referenced policies.

A First Reading took place on Policy No. 6110 Code of Ethics for All District Personnel. Mrs. Burns advised that the policy addition was required by a NYSED grant auditor and asked to waive the second reading.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to waive a Second Reading of Policy No. 6110 Code of Ethics for All District Personnel and approve this policy.

FINANCIAL MATTERS:

The treasurer report for May was presented: beginning balance as of 4/30/2020: \$53,611,355.50; ending balance as of 5/31/2020: \$58,980,582.44.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve General Fund budget transfers 3879-3900 and Capital Fund transfers 3880-3893.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Request for Proposals: RFP#502 Bagels; RFP#480 Bread; RFP #496 Coffee with Equipment; RFP #495 Student Beverages with Equipment; RFP#498 Student Beverages without Equipment; RFP#100 Commodity Foods Direct Diversion; RFP#326 Dairy; RFP #492 Frozen; RFP#487 Grocery; RFP#474 Ice Cream with Equipment; RFP #499 Meat; RFP# 488 Paper; RFP #484 Snacks Compliant; RFP#485 Snacks Non-Compliant.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Bid Extension – RFP#452 Dishwashing/Cleaning Supplies.

Motion was made by Anthony Tussie, seconded by Richard Antonello, and carried when all Board members present voted in favor to approved the following contracts: Developmental Disabilities Institute 2020-2021; East Moriches UFSD 7/1/2020- 8/31/2020; Metro Therapy 2020-2021.

Motion was made by Anthony Tussie, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve 2019-2020 Heath Services Contracts: Brentwood UFSD - \$2,246.56 and Westbury UFSD - \$2,021.90.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Resolution to Bid Jointly on Food Service Commodities, Food and Food Service Supplies for the 2020-2021 school year.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve resolution: Income Eligibility Guidelines for Free and Reduced Prices Meals or Free Milk 2020-2021.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve resolution: Breakfast Program Exemption 2020-2021.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the following 2020-2021 Service Agreements: Capital Markets Advisors, LLC and US OMNI.

Motion was made by Peter McCann, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve In-Car Drive Education Instructions with Vehicles Professional Service Agreement 2020-2021 ~ Suffolk Auto Driving School, Inc.

PRESIDENT'S REPORT:

Motion was made by Peter McCann, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve SmartWeb Consultant Services Agreement 2020-2021.

SUPERINTENDENT'S REPORT:

Mrs. Burns spoke about the work of the Instructional Committees and the six other subcommittees that are working on the district's re-entry plan so the district is prepared when the state advises what is needed to return students back to the classroom. Those various committees are exploring how best to run daily operations, how to support the health and wellness of students and staff, how to support facilities in a safe and effective manner, cleaning, personal and protective equipment, transportation, and returning our stakeholders back to school. Mrs. Burns advised that the district is making great headway and extended her appreciation to the administrators on the committees. Mrs. Burns also advised that a parent survey would be going out next week to solicit feedback on the re-entry plan for students.

High School graduation will tentatively take place on July 31, 2020. The district is monitoring changes that could come from the Governor's office and is working on an alternate plan that will maintain the integrity of the traditional graduation.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to adjourn to Executive Session at 8:12 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:41 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Memorandum of Agreement: UPSEU vacation carry-over days.

Meeting adjourned at 9:42 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

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

ANNUAL REORGANIZATIONAL MEETING OF THE BOARD OF EDUCATION
July 7, 2020 – Virtual Meeting

PRESENT: Mr. Gellar, Mr. McCann, Mr. Antonello, Mr. Compitello, Mrs. LaRosa,
Mr. Maginniss, Mr. Tussie

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

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

Mr. Gellar expressed how grateful he was to the community for passing the budget and congratulated incumbent Ron Maginniss and newly elected board member Anthony Tussie. Mr. Gellar also thanked Paul Michaluk for his years of service on the school board.

The Constitutional Oath of Office was administered by Attorney Thomas Volz to newly elected trustee, Anthony Tussie and incumbent trustee, Ronald Maginniss.

Mr. Gellar opened the floor for nominations for President of the Board of Education for the 2020-2021 school year. Annmarie LaRosa nominated Steven Gellar, seconded by Ron Maginniss. There were no other nominations. Mr. Gellar closed the floor for nominations. Motion to nominate Steve Gellar for President was carried when all Board members present voted in favor.

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

Mr. Gellar opened the floor for nominations for Vice President of the Board of Education for the 2020-2021 school year. Annmarie LaRosa nominated Ron Maginniss and Anthony Tussie nominated Peter McCann. Mr. Gellar called for a vote for Ron Maginniss as Vice President and Mr. Gellar, Mrs. LaRosa and Mr. Maginniss voted yes for a total of three votes. Mr. Gellar called for a vote for Peter McCann for Vice President and Mr. Antonello, Mr. Compitello, Mr. McCann and Mr. Tussie voted yes, for a total of four yes votes for Mr. McCann. Mr. McCann was named Vice President.

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

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

Audit
Buildings & Grounds
Education
Finance
Legislative Action
Policy
Public Relations
Safety and Security

Liaison to Council of PTA
Liaison to Health and Wellness
Liaison to Special Education
Liaison to Student/School Board
NYSSBA Convention Voting Delegate
NYSSBA Legislative Contacts
Islip School Boards Association

Building Inspections:

Bayview
Manetuck
Oquenock
Paul J. Bellew

Beach
West Islip High School
Westbrook

Motion was made by Peter McCann, seconded by Rich Antonello, and carried when all Board members present voted in favor to approve appointment of Mary Hock as District Clerk, Patricia Denninger (alternate) for the 2020-2021 school year.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Deborah Falcon as District Treasurer and Mary Hock as Deputy Treasurer for the 2020-2021 school year.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Board of Registration for the 2020-2021 school year as follows: Anne Kuhlwillm; alternates - Rhonda Rauch, Rosemary Dowling.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to set amount of Treasurer's Bond at \$1,000,000.00 for the 2020-2021 school year.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to set amount of Claims Auditor's Bond at \$1,000,000.00 for the 2020-2021 school year.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Patricia Plompen as Claims Auditor for the 2020-2021 school year.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Robert Nocella as Purchasing Agent for the 2020-2021 school year.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Maria McCarthy as Deputy Purchasing Agent for the 2020-2021 school year.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Patricia Denninger as Records Access Officer for the 2020-2021 school year.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of R.S. Abrams & Co., LLP as District Auditor for the 2020-2021 school year.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Thomas M. Volz, PLLC as Attorney/Legal Officer for the 2020-2021 school year.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Chief/School Physicians for the 2020-2021 school year as follows: Dr. Marc Cimmino, Chief School Physician; Dr. Tracy Onal; Dr. Robert A. Smolarz; Dr. Leonard Savino; L. Atkinson, RPA; Dr. Costa Constantatos; Dr. Jorge Montes; Joseph Tommasino, RPA; Dr. Jennifer Mingione; Dr. Ira Woletsky (Pediatrician); Dr. Jack Marzec; Dr. Phil Schrank; South Shore Neurologic Associates; Dr. Sarita Duchatelier and Dr. Keith Chu Cheong, Pediatric Neurology; Dr. Gregory Puglisi; Dr. Eugene Gerardi; Dr. Richard Gold; Emergency Medical Technician Coverage for Athletic Events: Robert Mallimo, Richard Naeder, Kristine Ostrem, John Mileski, Sean O'Hora, Steven Mirrone.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Newspapers Designated to Carry Legal Notices for the 2020-2021 school year as follows: *Babylon Beacon, Islip Bulletin and Newsday.*

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Depositories Designated for the 2020-2021 school year as follows: J.P. Morgan Chase, HSBC, NYCLASS, Empire National Bank, People's United Bank, N.A.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Committee on Special Education and Committee on Pre-School Special Education/Alternates/Secretaries for the 2020-2021 school year (list included in supplemental file).

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve reappointment of District Team – New Compact for Learning for the 2020-2021 school year as follows: Luann Dunne, WISE; James Moran, UPSEU - Local 424; Teresa Romanelli, PTA – Elementary; Sam Coppola, PTA – Middle School; Patty McCabe, PTA – High School; Student Senate Representative, WIHS Student; Student Senate Representative, WIHS Student; Bernadette Burns, Superintendent; Rhonda Pratt, WIASA – Elementary; Andrew O'Farrell, WIASA – Middle School; Craig Gielarowski, WIASA – High School; Karen Desz, WITA – Elementary; Michele Holt, WITA – Middle School; Joseph Dixon, WITA – High School.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve appointment of Health and Wellness Alliance Committee Members for the 2020-2021 school year as follows: Erin Bies, Julie Cannistra, Angie Carpenter, Marcelle Crudele, Arlene Devoe, Emma Francesca, Craig Gielarowski, Barbara Henke, Christine Herzlinger, Tim Horan, Christine Kearney, Jessica Kelly, Sharon Kerrigan, Meghan LaRocca, Annmarie LaRosa, Kim Librizzi, Anne Marshall, Shanan Mauro, Pattie McCabe, Rich McKay, Paul Michaluk, Tricia Milet, Dawn Morrison, John Mullins, Camille Newsom, Priscilla Olsen, Jessica Olsen-Hock, Zoryana Parcudani, Nicole Perperis, Rhonda Pratt, Carrie Russo, Ariana Stubbmann, Lynn Summers, Dr. Marc Cimmino - Chief School Physician.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve adoption of the following resolution and appointment of Impartial Hearing Officers for the 2020-2021 school year: WHEREAS, the Regulations of the Commissioner of Education, Pursuant to Sections 207, 3214, 4403, 4404 and 4410 of the Education Law, Part 200, amended January 2007, Section 200.2(e) states that "The Board of Education or trustees of each school district shall establish a list of: (1) The names and statement of the qualifications of each impartial hearing officer who is: (i) certified by the Commissioner of Education pursuant to section 200.1(x)(2) of this Part and; (ii) available to serve in the district in hearings conducted pursuant to Education Law section 4404(1). Appointment of impartial hearing officers pursuant to Education Law section 4404(1) shall be made only from such list and in accordance with the rotation selection process prescribed herein and the timelines and procedures in section 200.5(j) of this Part. Such names will be listed in alphabetical order. Selection from such list shall be made on a rotational basis beginning with the first name appearing after the impartial hearing officer who last served or, in the event no impartial hearing officer on the list has served, beginning with the first name appearing on such list. Should that impartial hearing officer decline appointment, or if, within 24 hours, the impartial hearing officer fails to respond or is unreachable after reasonable efforts by the district that are documented and can be independently verified, each successive impartial hearing officer whose name next appears on the list, shall be offered appointment, until such appointment is accepted. The name of any newly certified impartial hearing officer who is available to serve in the district shall be inserted into the list in alphabetical order (list included in supplemental file)."

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Lisa DiSibio as Data Protection Officer.

The Board will consider the following items:

Dates/building site for the 2020-2021 Regular and Planning Session meetings of the West Islip Board of Education (list included in supplemental file).

Set date/time for 2021 West Islip High School Commencement Exercises - Friday, June 25, 2021 at 6:00 p.m.

Adoption of resolution re: District's participation in ECIA Title I Program and other federal programs for 2020-2021 and authorization for the Superintendent to apply for all federal funds for the 2020-2021 school year.

Adoption of resolution re: designation of Superintendent to determine entitlement for attendance of the schools of the district.

Adoption of resolution re: certification of qualified Lead Evaluators of teachers and building principals having successfully completed the training requirements.

Adoption of resolution re: certification of qualified Lead Evaluators and evaluators of teachers having successfully completed the training requirements.

Adoption of resolution re: certification of coordinators in accordance with the requirements of the Dignity for All Students Act.

Adoption of resolution re: Chief Emergency Officer.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Executive Director of Human Resources as Title IX Compliance Officer for the 2020-2021 school year.

Motion was made by Anthony Tussie, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Instructional Review Committee for the 2020-2021 school year as follows: Dawn Morrison, Assistant Superintendent for Curriculum and Instruction; Andrew O'Farrell, Secondary Principal; Rhonda Pratt, Elementary Principal; To be named as appropriate, Program Director; Anne Bean, Library-Media Specialist; Tina Schaefer, Secondary Teacher; Christina Krueer, Elementary Teacher; TBD, Community Member.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Patricia Denninger and Mary Hock (alternate) as person authorized to accept service re: subpoenas, lawsuits, etc. for the 2020-2021 school year.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Board of Education as Audit Committee for the 2020-2021 school year.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve appointment of Cullen & Danowski, LLP as Internal Auditor.

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

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve adoption of the following resolution re: Attendance by Board Members at Conferences, Conventions and Workshops {Policy No. 2320}: **BE IT RESOLVED** *that the Board of Education of the West Islip UFSD designates the President of the Board of Education to authorize Board of Education member attendance at conferences, conventions, workshops, etc. for the 2020-2021 school year.*

Meeting adjourned at 7:48 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

REGULAR MEETING OF THE BOARD OF EDUCATION
July 27, 2020 – Virtual Meeting

PRESENT: Mr. Gellar, Mr. McCann, Mr. Antonello, Mr. Compitello, Mrs. LaRosa,
Mr. Maginniss, Mr. Tussie

ABSENT: None

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

ABSENT: None

ATTORNEY: None

Meeting was called to order at 7:33 p.m. followed by the Pledge.

Announcements: None

APPROVAL:

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the dates/building sites for the 2020-2021 West Islip Board of Education Regular Meetings and Planning Sessions.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Teamsters Local 237 MoA re: retirement incentive.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve UPSEU MoA re: retirement incentive.

DISCUSSION:

Reopening of Schools

Mrs. Burns gave an overview of the district's Reopening Plan. Districts must post the reopening plan on their websites by July 31, 2020 and the Superintendent must affirm that all mandatory elements in the New York State Education guidance document are addressed.

The final decision to reopen schools will be made by the Governor during the week of August 3-7 and will be based on the daily infection rate in the region (Nassau/Suffolk). Schools will prepare to open if the region is in Phase IV and the daily infection rate remains below five percent using a 14-day average. Schools will close if the region, using the 7-day average, is greater than nine percent. The region is well below the 5% threshold and schools should reopen if the present numbers are maintained.

Mrs. Burns explained that the district convened a task force in June with over a 100 community stakeholders, including parents, teachers, administrators, support staff, and nurses. Mrs. Morrison is working with instructional subcommittees to provide the best plan for the students in the district, and promote the health and safety of all students, staff and faculty. Mrs. Burns expressed that it is critical to get children back to the school setting, while taking preventative measures to mitigate the effects of COVID-19. A survey was sent to all parents, teachers and students, and resulted in over 400 pages of comments about a return to school. These comments have informed the district plan for the upcoming school year.

A comprehensive health and safety program will be in place requiring daily health checks and isolating symptomatic students who may be in school until a parent can pick them up. There will be required social distancing, and cleaning and sanitizing with the same products used by Good Samaritan Hospital. The district is ensuring proper ventilation and reallocation of space when possible. Mandatory fire/safety drills will be held as per state guidelines.

Mrs. Pellati is working closely with Suffolk Transportation to establish guidelines for buses, including the wearing of masks, socially distancing, and seating. Mrs. Pellati has applied for a FEMA grant to offset the expenses associated with PPE costs. The reopening plan demands adequate broadband for staff and students and teacher contact for all students whether they are in school or at home.

The Board of Education was asked to consider whether the approved Instructional Calendar be revised to provide three days for staff development before students return to school, whether student return be phased in at each building during the month of September, and whether students should return to school for in-person instruction every day. The instructional calendar changes are pending discussion with WITA.

If six feet social distancing cannot be achieved, barriers (sneeze guards) will be needed; it is required that everyone wears a face covering each day. To achieve six feet distancing at the elementary schools, class size must be at 15 students per class, making it necessary to add more teachers at significant cost. To accommodate K-6 class sizes of 23 or less and five feet apart, barriers can be purchased at a cost of under \$100,000. Mrs. LaRosa asked about the largest class size; Beach Street has 26-27 students per class for sixth grade and Manetuck has 26 students in some of its fifth grade sections. Mrs. LaRosa would prefer no more than 23/24 students in a section.

Mr. Gellar asked if masks are needed if barriers are in place. Mrs. Burns explained that barriers and masks are required if the social distancing is under six feet and masks are required for all. The Board must decide on six feet social distancing or a barrier with less than six feet. The alternative is a hybrid (AB) schedule and/or additional elementary teachers.

Mrs. LaRosa advocated for K-6 to return to school five days and have class sizes brought down. Mr. Gellar agreed with Mrs. LaRosa to add three sections to elementary, one each at Manetuck and Paul J. Bellew and one sixth grade section at Beach Street. Additionally, sneeze guard barriers would be purchased at a cost of approximately \$88,000. Mrs. Burns stated that the intervention teachers could potentially be used as classroom teachers, but did not recommend that option. The Board agreed.

Mrs. LaRosa asked about students with compromised immune systems. Mrs. Burns advised that accommodations would be made for medically vulnerable students. Other parents have the right to home school their children. An IHIP form must be submitted to the Curriculum Office by the extended date of August 1; however, given the circumstances, reasonable extensions will be provided.

Mrs. Burns suggested that the district is looking into an A/B hybrid schedule for grades 9-12 due to the density of the building.

Mrs. Morrison thanked the instructional committees for the information they provided and recommends an A/B hybrid schedule for the high school, and spoke about possibly using webcams on B days so students can be part of the instructional environment as much as possible. Mr. Antonello felt it is hard for teachers to both teach in the classroom and attend to the students via webcam and feels one group would lose out. Mrs. Morrison recognizes the challenges and is looking into the risk/reward but students would be tuned in and webcams would help teachers get through as much of the annual curriculum as possible. Mrs. Burns suggested reconvening the instructional committees and exploring the options.

The purchase of equipment was discussed, including hand-washing devices for secondary school cafeterias, outdoor tents for lunch, sneeze guards (barriers) where six-foot distancing cannot be achieved, and desks for kindergarten/PreK students.

Mrs. Burns explained that the elementary schools have sinks in most classrooms; the vanities and sinks at Bayview and Paul J. Bellew are undergoing an upgrade and their installation may be delayed. Mrs. Burns asked that sanitizing gel be placed in all locations and suggested stand-alone hand washing devices be used. Mr. McCann recommended that pricing be obtained. Mrs. Burns spoke about rotating schedules for lunch so students get a break from the classroom. Mrs. LaRosa suggested an outside area where kids can go weather permitting; the Board agreed.

Mr. McCann thanked everyone for putting the plans together and for giving the district options to get children back to school in a safe manner.

Mrs. LaRosa summarized that Pre-K/8th grade would go back to school five full days and the high school would follow the hybrid-teaching model. Mrs. Burns explained that Pre-K is moving forward but the layouts of the rooms are being explored.

Mr. Gellar spoke about his participation on the instructional committee meetings and thanked Mrs. Morrison, Mrs. Fulton, teachers and staff for the tremendous work they have done. Mrs. Burns spoke about how much she has learned from this process. The plan will be amended and sent to the state and posted on the district website for the community.

Mrs. Burns advised that she met with the Suffolk County Department of Health and there will be clear guidance and a protocol to follow if there is a COVID-19 case and will be providing this information to the community.

Mr. Gellar thanked everyone who joined the meeting. The meeting ended at 9:03 p.m.

Respectfully submitted by,



Mary Hock
District Clerk

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

PERSONNEL:

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

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Kaitlyn Crowley, Speech
Effective September 1, 2020 to August 31, 2024
(Oquenock; Step 1A¹; replacing D. Horton-McGinley {retired})

In order to be granted tenure a classroom teacher or building principal shall have received composite or overall annual professional performance review ratings pursuant to Education Law § 3012-d of either effective or highly effective in at least three of the four preceding years and if a classroom teacher or building principal receives an ineffective composite or overall rating in the final year of the probationary period he or she shall not be eligible for tenure at that time.

T-2 REGULAR SUBSTITUTE

Daniel Sliwowski, Elementary
Effective September 1, 2020 through June 25, 2021
(Bayview; Step 1²; Replacing Soley Vita {LoA})

CIVIL SERVICE

CL-1 CHANGE IN TITLE

Michele Jackala, Part Time Assistant Cook
Effective August 27, 2020
(Paul J. Bellew; Step 2 ; replacing K. Broson {retired} change from PT Food Service Worker)

CL-2 RESIGNATION

Byron McCray, Director of Security
Effective August 29, 2020
(High School)

Margaret Parro, Bus Attendant
Effective September 1, 2020
(Transportation)

Lily-Ann Youngelman, Part Time Food Service Worker
Effective July 16, 2020
(Beach Street)

CL-3 RETIREMENT

Anna Harris, School Nurse
Effective October 1, 2020
(18 years)

Michael LaCova, Sr., Bus Driver
Effective September 1, 2020
(20 years)

CIVIL SERVICE, continued

CL-4 PROBATIONARY APPOINTMENT

*Marie Averso, Bus Driver
Effective September 1, 2020
(Transportation; Step 7; replacing K. Demeo {retired})

*Leif Gundersen, Bus Driver
Effective September 1, 2020
(Transportation; Step 7; replacing M. LaCova {retired})

*Yesenia Campos, Bus Driver
Effective September 1, 2020
(Transportation; Step 7; new position)

Kevin Kazda, Special Education Aide
Effective September 1, 2020
(Paul J. Bellew; Step 1; new position)

Carol Marino, Cafeteria Aide
Effective September 1, 2020
(Manetuck; Step 1; replacing S. Concannon {resigned})

Lily-Ann Youngelman, Security/Receptionist Paraprofessional
Effective September 1, 2020
(Paul J. Bellew; Step 1; replacing C. Mott {Building Aide})

OTHER

PERMANENT SUBSTITUTE TEACHER (\$130 per diem)

Jennifer Dolan, effective September 1, 2020 through June 25, 2021
Paige Fogarty, effective September 1, 2020 through June 25, 2021
Danielle Gick, effective September 1, 2020 through June 25, 2021
Natalie Lorey, effective September 1, 2020 through June 25, 2021
Joyce Ronayne, effective September 1, 2020 through June 25, 2021
Daniel Sarfin, effective September 1, 2020 through June 25, 2021

SUBSTITUTE TEACHER (\$115 per diem)

Margaret Allen, effective September 9, 2020, *student teacher*
*Kyle Bzdyk, effective September 8, 2020, *student teacher*
Amanda Clareen, effective September 9, 2020, *student teacher*
Melissa Davies, effective September 9, 2020, *student teacher*
Victoria Escalante, effective September 9, 2020, *student teacher*
Paige Gillespie, effective September 9, 2020, *student teacher*
Mollie Healey, effective September 9, 2020, *student teacher*
Eric Houston, effective September 2, 2020, *student teacher*
Emily Macrelli, effective September 9, 2020, *student teacher*
Gabrielle Roberto, effective September 8, 2020, *student teacher*
Marisa Wedlock, effective September 3, 2020, *student teacher*

OTHER, continued

SUBSTITUTE TEACHING ASSISTANT (\$85 per diem)

*Kyle Bzdyk, effective September 8, 2020
Amanda Claren, effective September 9, 2020
Melissa Davies, effective September 9, 2020
Victoria Escalante, effective September 9, 2020
Paige Gillespie, effective September 9, 2020
Mollie Healey, effective September 9, 2020
Marisa Wedlock, effective September 3, 2020

RESIGNATION

Krystal Fleischman, Permanent Substitute Teacher
Effective June 30, 2020

**Conditional pending fingerprinting clearance*

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

This Agreement is entered into this 1st day of July, 2020 by and between the Board of Education of the **BABYLON Union Free School District** (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 50 Railroad Avenue, Babylon, NY 11702 and the Board of Education of the **WEST ISLIP School District** (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from **July 1, 2020 through June 30, 2021**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the RECEIVING DISTRICT shall include, but not be limited to the following:

**SEE ATTACHED STUDENT INFORMATION SUMMARY
AND ADDENDUM**

2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.

3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.
4. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The RECEIVING DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The RECEIVING DISTRICT shall comply will all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
9. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.

1. The RECEIVING DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
15. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
16. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or

administrative complaint or initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.

18. Insurance

- a. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the RECEIVING DISTRICT and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT in connection with the performance of the RECEIVING DISTRICT's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement in accordance with the Commissioner's formula for calculating tuition for non-resident students.
 - a. The estimated tuition rate is currently \$36,986/Fall and \$205.48 daily rate/Summer plus cost of related services for each student for the 2020/2021 school year.
 - b. The parties understand that this rate is estimated and may be subject to change based on any changes in services that may occur during the course

of the school year. The total nonresident tuition rate charged shall be based on the RECEIVING DISTRICT'S actual costs to educate the student. Final billing for actual costs will be issued at the end of the school year. The amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect any adjustments for the relevant period of student's attendance.

2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

- a. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the RECEIVING DISTRICT, its officers, directors, agents or employees in

connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

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

To Sending District: Lisa Consolo, Director of Special Education
Babylon UFSD
50 Railroad Avenue
Babylon, NY 11702

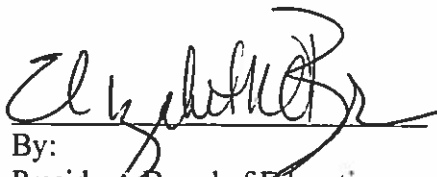
To Receiving District: Elisa Pellati/Asst. Supt. for Business
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

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

8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SENDING DISTRICT

RECEIVING DISTRICT



By:
President, Board of Education
Babylon UFSD

By:
President, Board of Education
West Islip UFSD

80-20-95636 - Specialedcontract 4401(b)

ADDENDUM

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2020**, 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 **Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC** (hereinafter the "CONSULTANT"), having a principal mailing address of P.O. Box 1025, Remsenburg, NY 11960.

A. TERM

1. The term of this Agreement shall be from **July 1, 2020** through **June 30, 2021**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

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

C. SERVICES AND RESPONSIBILITIES

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

**SEE ATTACHED RATE SHEET
FOR SUMMER AND FALL 2020-2021**

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per attached **2020-2021 Rate Sheet**.

E. INSURANCE

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

F. TERMINATION

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

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

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

Complete Rehabilitation PT, OT,
SLP of the Hamptons, PLLC

West Islip Union Free School District

BY: 
Executive Director

BY: _____
President, Board of Education

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC
Fee Schedule: West Islip Union Free School District
2020-2021 School Year

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC shall provide services as defined in the District's referral and/or the student's IEP in accordance with Federal and State Laws regulating the practice of such educational services.

Provision of Related Services: Occupational Therapy, Physical Therapy, Speech Therapy and Special Education services will be through service options listed below:

Service Option: Evaluations	Fee*
<p>Evaluations performed may include: Initial Evaluations and Re-Evaluations (when requested by CSE or required for annual review reporting) for Occupational Therapy, Physical Therapy and Speech Therapy when approved by the CSE or 504 Plan Coordinator. Three-Year Re-Evaluations: full battery of standardized testing will occur if requested by the special education department or CSE, otherwise testing will occur during treatment sessions (<i>and at no additional cost to the district</i>). Administration of formal, standardized assessment tools and clinical assessment of performance areas is utilized to determine the need for therapy services and models of related service options. Included in the assessment procedure is:</p> <ul style="list-style-type: none"> • observation of student in the educational environment • record review • parent/teacher interview • administration and interpretation of test data • submission of written report 	<p>In-District: \$225</p> <p>Out of District, Home-Based, or Private School: \$250</p>
<p>Initial Assistive Technology Evaluations: Includes 3 hours of initial evaluation time. Included in the assessment procedure is:</p> <ul style="list-style-type: none"> • observation of student in the educational environment • record review • parent/teacher interview • administration and interpretation of test data • submission of written report <p><i>Additional evaluation time beyond 3 hours may be billed at rates listed below:</i></p>	<p>\$1,600</p>
<p>Assistive Technology Extended Evaluations Additional evaluation time beyond initial 3-hour visit session) <i>(per 60-minute</i></p>	<p>\$250</p>
<p>Assistive Technology Services On-site follow-up direct support services for the student and school professionals. Attendance at CSE meetings, may include set-up and/or customization of the device and technical support. <i>(per 60-</i></p>	<p>\$250</p>
<p>Assistive Technology Professional Development Group training for teachers, related service providers and/or parents. <i>(per 60-minute</i></p>	<p>\$250</p>
<p>Service Option: Direct Services (OT, PT, ST, SE)</p>	Fee*
<p>District Students: Attending Programs Outside of District (i.e. cross-contracting with another district), OT/PT/ST Services session) <i>(per student, per 30-minute</i></p>	<p>\$50</p>
<p>Service Option: Indirect Services (OT, PT, ST, SE)</p>	Fee*
<p>Consultation (non-mandated): time spent meeting between school personnel and OT/PT/ST/SE, provided periodically to teachers throughout the school year as needed to discuss student schedules, review IEP goals, discuss progress marks and in preparation for annual review meetings. Additionally, Consultation (non-mandated) is provided to assess student needs for adaptive equipment including specifications and ordering information. <i>(per 30-minute</i></p>	<p>\$50</p>
<p>Attendance at Meetings: Attendance in person or via teleconference at CSE meetings, Teacher Meetings, Parent Meetings, IEP meetings and Annual Review Meetings or additional unspecified meeting requests authorized by the School District's Special Education department or Non-Special Education Committees such as 504, IST or MTSS/Rtl district wide - OT/PT/ST/SE <i>(per 30-minute session)</i></p>	<p>\$50</p>

*this rate includes therapist and administrative fees

Payment Schedule

West Islip UFSD is to make payment(s) once an invoice is submitted for payment. Invoice to include total treatment sessions by hours, dates that the invoice covers, and total amount due for the period specified. *Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC* will submit an invoice for services rendered on a monthly basis and the school district agrees to make full payment within sixty (60) days after receipt of said invoice.

Termination of Contract

Any contract agreed to under this request for proposal is subject to termination by either party within sixty (60) days written notice. In the event of termination of contract, the *West Islip Union Free School District* responsibility to pay for any unpaid services performed and authorized by the District.



Barbara A. Heim, OTR/L
Executive Director

*Complete Rehabilitation PT, OT, SLP
of the Hamptons, PLLC*

7/14/2020
Date

WEST ISLIP UNION FREE SCHOOL
DISTRICT

Date

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

and

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC

Supplemental Agreement dated this 1st day of July, 2020 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC** (the "Contractor") located at P.O. Box 1025, Remsenburg, NY 11960.

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

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

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

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

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

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

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

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

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

Data is stored on a double password protected and encrypted server. Only office staff and assigned contractor has access to the data. Data is to be kept HIPAA compliant at all times or employee or contractor is subject to termination and or local/state fines.

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.

**Complete Rehabilitation PT, OT, SLP
of the Hamptons, PLLC**

WEST ISLIP UFSD

By: Barbara Heim

By: _____

Print Name: Barbara Heim

Print Name: Steven D. Gellar

Title: Executive Director

Title: President, Board of Education

Date: 7/14/2020

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2020**, 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 **Greenburgh North Castle UFSD** (hereinafter the "CONSULTANT"), having a principal mailing address of 71 South Broadway, Dobbs Ferry, NY 10522.

A. TERM

1. The term of this Agreement shall be from **July 1, 2020** through **June 30, 2021**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

RESIDENTIAL PLACEMENT FOR 2020-2021 AS PER ATTACHED ADDENDUM

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per amount approved by the New York State Commissioner of Education for the 2020-2021 school year.

E. INSURANCE

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

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.

Greenburgh North Castle UFSD

West Islip Union Free School District

BY:



Executive Director
Director of Financial Operations

BY:

President, Board of Education

SPECIAL EDUCATION SERVICES CONTRACT
FOR LINDENHURST UFSD

This Agreement is entered into this _____ day of _____, 2020 by and between the Board of Education of the Lindenhurst Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 350 Daniel Street, Lindenhurst, New York, 11757 and the Board of Education of the **WEST ISLIP PUBLIC SCHOOLS** (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. **TERM**

The term of this Agreement shall be from **September 1, 2020** through **June 30, 2021**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **SERVICES AND RESPONSIBILITIES:**

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

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

addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA") and New York State Education Law Section 2-d.

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

C. COMPENSATION:

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

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

- a. The estimated tuition rate pursuant to the Commissioner's formula is currently \$3,628.00 per student per month. If applicable, the estimated tuition rate for a special education aide per month is n/a. Additional Related Services will be billed at cost.
 - b. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.
2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
 3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
 4. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

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

2. Independent Contractor:

- a. RECEIVING DISTRICT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of Federal and State income taxes applicable to this Agreement.
- b. Neither RECEIVING DISTRICT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's

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

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

3. Defense / Indemnification

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

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

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

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

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

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

SENDING DISTRICT:
WEST ISLIP SCHOOL DISTRICT

RECEIVING DISTRICT:
LINDENHURST UFSD

By: _____

President, Board of Education

By: _____

President, Board of Education

80-20-296079

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2020, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Little Angels Center, Inc. (hereinafter the "CONSULTANT"), having a principal mailing address of 235 Blue Point Avenue, Blue Point, New York 11715

A. TERM

1. The term of this Agreement shall be from July 1, 2020 through June 30, 2021, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

Related Services District-wide

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

D. COMPENSATION

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

E. INSURANCE

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

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

2. CONSULTANT shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Little Angels Center, Inc.

West Islip Union Free School District

BY:



Executive Director

BY: _____

President, Board of Education

Little Angels Center

PEDIATRIC & ADULT THERAPY SERVICES

Proposal for Services July 1, 2020-June 2021

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

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

Speech:

- \$45 per individual 30 minute session
- \$59 per group of 2-5 students.
- \$195 per evaluation
- PROMPT therapy \$75 per 30 minute session
- PROMPT evaluation \$600 per evaluation
- Augmentative Communication Evaluation \$1,000

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

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

Special Instruction: \$70 per hour

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

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

Sincerely,

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

235 Blue Point Avenue, Blue Point, NY 11715 631-363-5794
66 Austin Blvd., Commack, NY 11725 631-363-5794
1 Craig B. Gariepy Avenue, Islip Terrace, NY 11752 631-650-6545
12 Platinum Court, Medford, NY 11763 631-868-3577
732 Smithtown Bypass, Suite 303, Smithtown, NY 11787 631-319-3350

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

and

Little Angels Center, Inc.

Supplemental Agreement dated this 1st day of **July, 2020** between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the “District”), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Little Angels Center, Inc.**(the “Contractor”) located at 235 Blue Point Avenue, Blue Point, New York 11715.

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

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

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

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

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

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

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

j. “Personally Identifiable Information” shall have the following meanings:

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

- e. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:
- Lisa DiSibio, *District Data Coordinator*
West Islip UFSD
100 Sherman Avenue
West Islip, New York, 11795
631-930-1583
l.disibio@wi.k12.ny.us
- f. “Supplemental information” for each contract into which the District enters with a third party who receives student data or teacher or principal data shall:
- i. state the exclusive purposes for which the student data or teacher or principal data will be used;
 - ii. specify how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
 - iii. stipulate when the agreement expires and what will happen to the student data or teacher or principal data upon expiration of the agreement;
 - iv. include if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
 - v. state where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected.

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

3. As required by Education Law §2-d(3)(c), the District has developed the following “supplemental information” for the Agreement with the Contractor:
- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the exclusive purpose(s) of performing Contractor’s obligations under this Agreement.
 - b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and/or the data protection and security requirements set forth in Education Law §2-d.
 - c. When the Agreement terminates between the District and the Contractor, the Contractor shall return such data to the District or if agreed to by the District, destroy the

remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form in a manner agreeable to the district.

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

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

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

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

Little Angels Center, Inc.

WEST ISLIP UFSD

By: 

By: _____

Print Name: Susan Coletta

Print Name: Steven D. Gellar

Title: CFO

Title: President, Board of Education

Date: 7/6/2020

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2020**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Long Island Developmental Consulting, Inc., (LIDC)** (hereinafter the "CONSULTANT"), having a principal mailing address of 1355 Stony Brook Road, Stony Brook, NY 11790.

A. TERM

1. The term of this Agreement shall be from **July 1, 2020** through **June 30, 2021**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

District-wide Related Services

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per **attached 2020-2021 Rate Schedule**.

E. INSURANCE

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

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

2. CONSULTANT shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

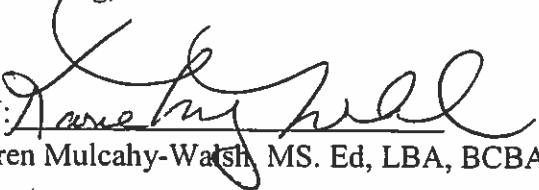
This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

K. ENTIRE AGREEMENT

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

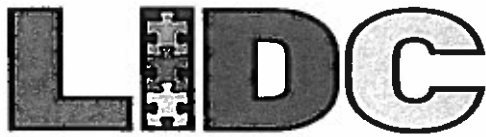
IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

**Long Island Developmental
Consulting, Inc.**

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

West Islip Union Free School District

BY: _____



LIDC Services Inc.
1355 Stony Brook Rd
Stony Brook NY 11780
Phone 631-285-6400 Fax 631-285-6523

2020-2021 List of Services and Rate Schedule

- ❖ **Home Programming/ Behavior Intervention Services (NYS Certified Teacher Assistant) \$50 per hour**
- ❖ **Center Based Shadow (NYS Certified Teacher Assistant on site between the hours of 8-4) \$21 per hour**
- ❖ **School Aged Itinerant Teacher Home Programming/ Behavior Intervention Services Provider (NYS certified special education teacher) \$40 per half hour \$45 per half hour group**
- ❖ **Itinerant Teacher (NYS certified special education teacher) \$45 per half hour \$50 pre half hour group**
- ❖ **Speech and Language Evaluation (NYS Licensed Speech and Language Pathologist) \$205 per evaluation (including report)**
- ❖ **Individual Speech and Language Services (NYS Licensed Speech Therapist) \$ 45 per 30 minute session, \$57 per 45 minute session, \$ 90 per hour session.**
- ❖ **Parent Training (NYS Certified Teacher, Social Worker or Psychologist, BCaBA) \$100 per hour**
- ❖ **Home Program Supervision (NYS Certified Teacher) \$100 per hour**
- ❖ **Supervision with BCBA ((Licensed/ Board Certified Behavior Analyst) \$115 per hour**
- ❖ **Consultation (NYS Certified Teacher, BCaBA, Social Worker or Psychologist) \$115 per hour**
- ❖ **Consultation and/ or Parent Training with BCBA (Licensed/ Board Certified Behavior Analyst) \$127 per hour**
- ❖ **Staff Training Seminars (NYS Certified Teacher or (LBA/BCBA) \$127 per hour**
- ❖ **Needs Assessments (NYS Certified Teacher, Social Worker, BCBA or Psychologist) services consist of a minimum of 3 hours observation and additional time allocated for the writing of the report \$127 per hour**
- ❖ **Functional Behavior Assessment (Licensed/ Board Certified Behavior Analyst) assessment consist of 6 hours inclusive of assessment report if behavior intervention plan is requested in conjunction with the assessment an addition 6 hours is allocated. \$127 per hour**
- ❖ **School Aged Psychological Evaluations (per evaluation) \$450.00**
- ❖ **School Aged Educational Evaluations (per evaluation) \$225.00**
- ❖ **School Aged Psycho-Educational Evaluations (per evaluation) \$750.00**

Please be advised that all employees are trained and insured.

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

and

LONG ISLAND DEVELOPMENTAL CONSULTING, INC.

Supplemental Agreement dated this 1st day of July, 2020 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Long Island Developmental Consulting, Inc.**, (the "Contractor") located at 1355 Stony Brook Road, Stony Brook, NY 11790.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

- 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 electronic data is stored on a HIPAA compliant secure server w/ updated firewalls, password protection and encryption. All information is transported through a password protected internal communication system. Non electronic data is stored in a locked file room w/ minimal, key only access.

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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


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

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

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

**LONG ISLAND DEVELOPMENTAL
CONSULTING, INC.**

WEST ISLIP UFSD

By: 

By: _____

Print Name: Karen Mulcahy-Walsh

Print Name: Steven D. Gellar

Title: Director

Title: President, Board of Education

Date: 7/14/20

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2020, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Mountain Lake Academy (hereinafter the "CONSULTANT"), having a principal mailing address of 386 River Road, Lake Placid, NY 12946.

A. TERM

1. The term of this Agreement shall be from July 1, 2020 through June 30, 2021, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

RESIDENTIAL PLACEMENT FOR 2020-2021 AS PER ATTACHED ADDENDUM

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per amount approved by the New York State Commissioner of Education for the 2020-2021 school year.

E. INSURANCE

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

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

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Mountain Lake Academy

West Islip Union Free School District

BY: 
Executive Director

BY: _____
President, Board of Education

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

This Agreement is entered into this 1st day of July, 2020 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795, and United Cerebral Palsy Association of Greater Suffolk, Inc. ("UCP") (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 250 Marcus Boulevard, Hauppauge, New York 11788.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2020 through June 30, 2021, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

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

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

18. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
19. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
20. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
21. Upon reasonable prior written notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.
22. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the SCHOOL shall promptly give written notice of same to the DISTRICT.
23. Insurance
 - a. The SCHOOL, at its sole expense, shall procure and maintain the following policies and other insurance as shall be necessary to insure the SCHOOL and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the SCHOOL in connection with the performance of the SCHOOL's responsibilities under this Agreement:

i. Commercial General Liability:

1) Coverage and Limits:

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

2) Additional Insured:

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

3) Extensions – Mandatory:

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

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

1) Coverage:

Statutory

2) Extensions:

Voluntary Compensation; All States Coverage
Employers Liability - Unlimited

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

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

2) Additional Insured:

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

iv. Automobile Insurance:

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

v. Umbrella Liability

1) Coverage:

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

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

3) Additional Insured:

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

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

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

C. COMPENSATION:

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

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

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

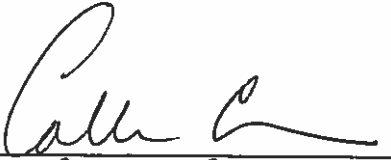
3. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

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

To School: Attention: Leslie M. Tilp
United Cerebral Palsy Association of Greater Suffolk, Inc.
250 Marcus Boulevard
Hauppauge, NY 11788

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

United Cerebral Palsy Association
Of Greater Suffolk, Inc.



By Colleen Crispin
President & CEO

Executive Director

WEST ISLIP UNION
FREE SCHOOL DISTRICT

By: Steven D. Gellar

President, Board of Education

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this ____ day of _____ by and between 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, NY 11795, and the Board of Education of the Farmingdale Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 50 Van Cott Avenue, Farmingdale, NY 11735.

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, 2018 through June 30, 2019 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 yearly 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 the 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:

District of Residence: **West Islip UFSD
Administrative Office
100 Sherman Avenue
West Islip, NY 11795**

District of Location: **Farmingdale Union Free School District
50 Van Cott Avenue
Farmingdale, NY 11735**

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 effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
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 Residence

By:
President, Board of Education

Date _____

District of Location

By: Michael Goldberg
President, Board of Education

Date 10/2/19

INTERMUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT (the "Agreement") entered into as of the 7 day of July, 2020, by and between the BOARD OF EDUCATION OF THE BABYLON UNION FREE SCHOOL DISTRICT (hereinafter referred to as "HOST DISTRICT"), with offices for the transaction of business located at 50 Railroad Avenue and BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT hereinafter referred to as "SENDING DISTRICT"), with offices for the transaction of business located 100 Sherman Avenue, West Islip, NY 11795.

WITNESSETH:

WHEREAS, under the provisions of Section 119-o of the General Municipal Law, each party has the power to enter into agreements for the performance one for the other of their respective functions, powers and duties on a contract basis;

WHEREAS, Governor Cuomo implemented Executive Order 202.4 which requires all School Districts to provide Emergency Child Care Services to children of the School District for the children of first responders and medical service providers; and

WHEREAS, the following Boards of Education agree to host an Emergency Child Care Services Program ("Program") provided by SCOPE Education Services: Babylon Union Free School District (hereinafter referred to as "Host Districts"); and

WHEREAS, the following Boards of Education wish to send eligible students to attend such Program West Islip Union Free School District (hereinafter referred to as "Sending Districts"); and

WHEREAS, Host Districts are willing to receive said eligible students from Sending Districts and

WHEREAS, pursuant to General Municipal Law §119-o, Host Districts and Sending Districts (collectively referred to as "Participants") wish to contract with one another to permit Sending District students to enroll in the Program in accordance with Executive Order 202.4.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The term of this Agreement shall commence on March 30, 2020 and terminate on June 30, 2020, unless earlier terminated or extended as provided herein.

2. Host Districts and Sending Districts, believing it to be in the best interest of their taxpayers, do hereby authorize an intermunicipal cooperation agreement with and between each other for the purposes of allowing Sending Districts to send students to the Program run by SCOPE at the Host Districts, in accordance with applicable law and as provided for in this Agreement.

3. The Participants acknowledge that they will not hold themselves, their officers, employees and/or agents out as employees of any other Participant. SCOPE nor any employees assigned by it to the Program for purposes of this agreement shall be considered as having employee status or be entitled to participate in any of Participants' workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or similar employee benefit programs or for the purposes of any other rights, privileges or benefits derived from this shared service arrangement between the parties.

4. The term of this Agreement shall be subject to the right of Participants to terminate this Agreement for convenience upon seven (7) days' prior written notice in which case such Agreement shall thereafter be null and void for all purposes.

5. Participants shall each maintain all documents and records created or maintained in connection with this Agreement for a period of six (6) years after the termination of this Agreement. Each party agrees to make those documents available for audit and inspection by any government official or agency with authority and/or jurisdiction over the provision of the services described herein.

6. Each Participant agrees to enter into an agreement with SCOPE and pay an increase in membership fee, per week, for such services to be provided by SCOPE, for the duration of the Executive Order 202.4. This fee will be determined by SCOPE at the conclusion of the Executive Order 202.4 and shall not to exceed \$750 per week.

7. The Participants each agree to pay SCOPE within 30 days of receipt of each invoice.

8. The Participants will equally share the additional custodial and security costs of the Host Districts.

9. Each of the Participants agree to indemnify and hold harmless each other, as the case may be, their respective Boards of Education members, officers, agents and employees against any and all causes of actions, claims, liabilities, losses or damages arising in any manner from the negligence or intentional misconduct of the indemnity Participant or any of its agents or employees related to or arising from the performance of its obligations under this Agreement. Each Participant agree that SCOPE insurance will be the primary payor, to the maximum extent allowable by law.

10. The Host Districts shall provide, at no charge to SCOPE, classroom space to accommodate the enrollment levels as needed and which the Host District has determined to be safe, appropriate and available. The resident children of Participants will be eligible to attend any site operated under the Program on a first come, first served basis.

11. The Host District's building administrator(s) shall liaise with the SCOPE in regard to childcare which takes place thereat.

12. Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement must be made by mutual assent of the parties in writing and signed by both parties.

13. Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing, electronic mail or by mail, registered or certified, postage prepaid with return receipt requested to the above-listed address. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notices shall be delivered or mailed:

If to Babylon Union Free School District: 50 Railroad Avenue, Babylon, NY 11702

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

14. This Agreement shall be governed by 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 shall remain in full force and effect.


15. Nothing contained in this Agreement shall be construed to create an employment or principal-agent relationship, or partnership or joint venture, between Babylon UFSD and West Islip UFSD and any officer, employee, servant, agent or independent contractor of Babylon UFSD or West Islip UFSD.

16. The Boards of Education of Participants shall approve this Agreement pursuant to a duly adopted resolution presented to the Board at a duly convened Board of Education meeting. The individual whose signature appears hereafter, is duly authorized and empowered to execute this Agreement and to enter into such an Agreement on behalf the School District seeking to be bound by this Agreement

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

18. This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.



BABYLON UFSD
By: President, Board of Education

Date: 7/8/2020

WEST ISLIP UFSD
By: _____

Date: _____

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

AGENDA ITEM IX. E)
 BUSINESS ITEMS
 RM 8/13/2020

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

Project Manager, Josh Staples

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

CHANGE ORDER NUMBER: 1

DATE: March 26, 2020

TO CONTRACTOR: VSC Electric Inc.
 (name, address) 322 3rd Avenue
 Bayport, NY 11705

ARCHITECT'S PROJECT NO.: 17-371b

CONTRACT DATE: August 2, 2019

CONTRACT FOR: D-W Electrical Work
 (EC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

- Owner Request. Move three (3) backboard winches in the Gym at Beach Street Middle School.
 Add \$989.73
- Total Additional Cost \$989.73**

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

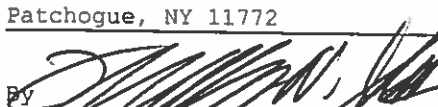
The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 24,000.00
 Net change by previously authorized Change Orders \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 24,000.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of \$ 989.73
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be \$ 24,989.73
 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.

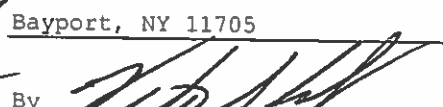
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

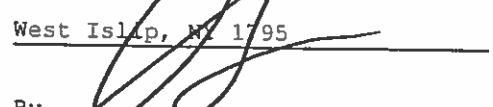
BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC
 ARCHITECT (631) 475-0349
 244 E. Main Street
 Address
 Patchogue, NY 11772

VSC Electric Inc.
 CONTRACTOR (631) 868-7077
 322 3rd Avenue
 Address
 Bayport, NY 11705

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

BY 
 Frederick W. Seeba, PE, LEED AP

BY 

BY 

Date 03/26/2020

Date 6/22/2020

Date 7/20/20

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 4a Bond Work at
 West Islip High School

CHANGE ORDER NUMBER: 2

DATE: June 8, 2020

TO CONTRACTOR: Laser Industries, Inc.
 (name, address) 1775 Route 25, P.O. Box 315
 Ridge, NY 11961

ARCHITECT'S PROJECT NO.: 17-371a

CONTRACT DATE: January 10, 2020

CONTRACT FOR: Site Improvements D-W
 (GC-2)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

- Owner Request. Pour new integral color stamped concrete sidewalk inclusive of excavation/compaction. Approximately 15 cubic yards. Add \$25,000.00
Total Additional Cost \$25,000.00

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 310,000.00
 Net change by previously authorized Change Orders \$ 24,203.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 334,203.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of \$ 25,000.00
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be \$ 359,203.00
 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.

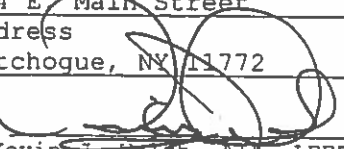
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

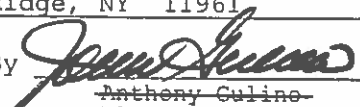
BBS ARCHITECTS. LANDSCAPE ARCHITECTS & ENGINEERS, PC

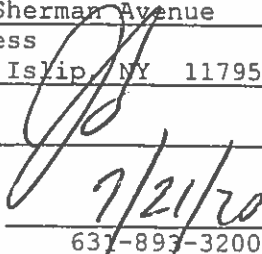
Burton Behrendt & Smith, PC
 ARCHITECT
 244 E. Main Street
 Address
 Patchogue, NY 11772

Laser Industries, Inc.
 CONTRACTOR
 1775 Route 25, P.O. Box 315
 Address
 Ridge, NY 11961

West Islip UFSD
 OWNER
 100 Sherman Avenue
 Address
 West Islip, NY 11795

By 
 Kevin S. Walsh, AIA, LEED AP
 Date 6-9-20
 (631) 475-0349

By 
 Anthony Gulino
 JOHN GULINO, PRES.
 Date 6/23/2020
 631-924-0644

By 
 Date 7/21/20
 631-893-3200

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 4a Bond Work at
 West Islip High School

CHANGE ORDER NUMBER: 1

DATE: June 8, 2020

TO CONTRACTOR: Laser Industries, Inc.
 (name, address) 1775 Route 25, P.O. Box 315
 Ridge, NY 11961

ARCHITECT'S PROJECT NO.: 17-371a

CONTRACT DATE: January 10, 2020

CONTRACT FOR: Site Improvements D-W
 (GC-2)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

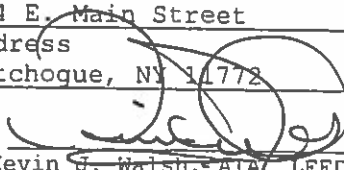
- Owner Request. Construction of a new concrete retaining wall and footing inclusive of removal and replacement of existing concrete sidewalk and removal of existing fencing and gates . Add. \$24,203.00
- Total Additional Cost \$24,203.00**

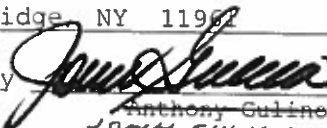
Not valid until signed by the Owner, Architect and Contractor.

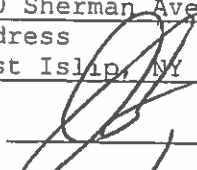
The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 310,000.00
 Net change by previously authorized Change Orders \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 310,000.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of \$ 24,203.00
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be \$ 334,203.00
 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

Burton Behrendt & Smith, PC
 ARCHITECT
 244 E. Main Street
 Address
 Patchogue, NY 11772
 By 
 Kevin G. Walsh, AIA, LEED AP
 Date 6-9-20
 (631) 475-0349

Laser Industries, Inc.
 CONTRACTOR
 1775 Route 25, P.O. Box 315
 Address
 Ridge, NY 11961
 By 
 Anthony Gulino
 JOHN GULINO, PRES.
 Date 6/23/2020
 631-924-0644

West Islip UFSD
 OWNER
 100 Sherman Avenue
 Address
 West Islip, NY 11795
 By 
 Date 7/21/20
 631-893-3200

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 4a Bond Work at
 West Islip High School

CHANGE ORDER NUMBER: 3

DATE: June 8, 2020

TO CONTRACTOR: Laser Industries, Inc.
 (name, address) 1775 Route 25, P.O. Box 315
 Ridge, NY 11961

ARCHITECT'S PROJECT NO.: 17-3710

CONTRACT DATE: January 10, 2020

CONTRACT FOR: Site Improvements D-W
(GC-2)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

1. Owner Request. Remove and replace existing sidewalk and base and existing concrete curb with new. Approximately 9 cubic yards and 36 linear feet of curb.

Add \$14,159.31

Total Additional Cost \$14,159.31

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 310,000.00
 Net change by previously authorized Change Orders \$ 49,203.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 359,203.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of \$ 14,159.31
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be \$ 373,362.31
 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.

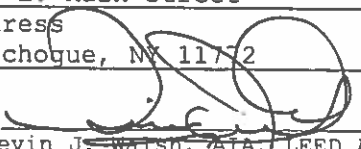
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

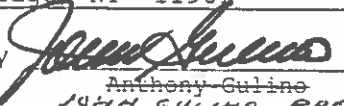
BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

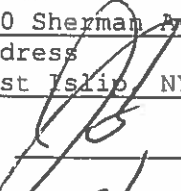
Burton Behrendt & Smith, PC
 ARCHITECT
 244 E. Main Street
 Address
 Patchogue, NY 11772

Laser Industries, Inc.
 CONTRACTOR
 1775 Route 25, P.O. Box 315
 Address
 Ridge, NY 11961

West Islip UFSD
 OWNER
 100 Sherman Avenue
 Address
 West Islip, NY 11795

By 
 Kevin J. Walsh, AIA, LEED AP
 Date 6-9-20
 (631) 475-0349

By 
 Anthony Gulino
 JOHN GULINO, PRES.
 Date 6/23/2020
 631-924-0644

By 
 Date 7/21/20
 631-893-3200

WEST ISLIP PUBLIC SCHOOLS
 ENGLISH LANGUAGE ARTS

MEMORANDUM

To: Elisa Pellati
 From: Karen Appollo
 Date: July 9 2020
 Re: Surplus books
 Cc: Donna DeFreitas

The following list represents surplus books from Beach Street Middle School. These books are old and in poor condition. Additionally, most of these titles are not part of our current curriculum.

Please confirm with the Assistant Principal, Donna DeFreitas, that the books were approved as surplus so that she can discard them.

Title/Copyright	# of Books
<i>Myths and Folktales Around the World</i> ©1980	39
<i>Myths and Their Meaning</i> ©1984	19
<i>Heroes and Monsters of Greek Myths</i> ©1967	22
<i>Greek Gods</i> ©1966	94
<i>Tuck Everlasting</i> ©1975	12
<i>The River</i> ©1975	12
<i>The Door in the Wall</i> ©1949	14
<i>American Tall Tales</i> ©1966	19
<i>Dear Mr. Henshaw</i> ©1983	6
<i>Three Comedies of American Family Life</i> ©1961	75
<i>The Member of the Wedding</i> ©1973	55
<i>The Last Mission</i> ©1979	28
<i>A Wrinkle in Time</i> ©1962	70
<i>The Incredible Journey</i> ©1960	122
<i>The Golden Goblet</i> ©1961	54
<i>Jacob Have I Loved</i> ©1981	47
<i>The Secret Garden</i> ©1938	23
<i>The Wave</i> ©1981	163
<i>Anne of Green Gables</i> ©1989	20
<i>Alice's Adventures in Wonderland & Through the Looking Glass</i> ©1960	124
<i>Spotlight on Literature</i> ©1977	48
<i>The Swiss Family Robinson</i> ©1960	57
<i>April Morning</i> ©1961	115
<i>Where the Red Fern Grows</i> ©1961	67
<i>The Prince and the Pauper</i> ©1961	60
<i>The Old Man and the Sea</i> ©1952	22
<i>West Side Story</i> ©1961	69

<i>I Know What You Did Last Summer</i> ©1973	55
<i>Down a Dark Hall</i> ©1974	24
<i>Animal Farm</i> ©1946	31
<i>Born Free</i> ©1960	26
<i>Kon-Tiki</i> ©1950	65
<i>The Dark is Rising</i> ©1973	18
<i>The White Mountain</i> ©1967	70
<i>The Adventures of Tom Sawyer</i> ©1980	61
<i>The Glory Field</i> ©1994	92
<i>The Hobbit</i> ©1973	74
<i>Deathwatch</i> ©1972	167
<i>I Am Rosemarie</i> ©1972	24
<i>When the Legends Die</i> ©1963	27
<i>Treasure Island</i> ©1965	51
<i>The Red Badge of Courage</i> ©1972	57
<i>The House With a Clock In Its Walls</i> ©1973	25
<i>War of the Worlds</i> ©1980	23
<i>Myths and Folktales Around the World</i> ©1992	56
<i>An Edgar Allan Poe Reader</i> ©1979	68
<i>Summer Reading is Killing Me</i> ©1998	58

WEST ISLIP PUBLIC SCHOOLS
ENGLISH LANGUAGE ARTS

MEMORANDUM

To: Elisa Pellati
From: Karen Appollo
Date: July 9 2020
Re: Surplus books
Cc: Lauren Lay

The following list represents surplus books from Udall Road Middle School. These books are old and in poor condition. Additionally, most of these titles are not part of our current curriculum.

Please confirm with the Assistant Principal, Lauren Lay, that the books were approved as surplus so that she can discard them.

Title/Copyright	Number
<i>Jacob Have I Loved</i> ©1980	51
<i>The Red Pony</i> ©1988	152
<i>The Contender</i> ©1967	54
<i>Killing Mr. Griffin</i> ©1978	137
<i>The Miracle Worker</i> ©1960	16
<i>A Ring of Endless Light</i> ©1980	38
<i>Executioner</i> ©1982	94
<i>Born Free</i> ©1960	21
<i>Caddie Woodlawn</i> ©1935	26
<i>The Cay</i> ©1969	11
<i>Sing Down the Moon</i> ©1970	17
<i>Deathwatch</i> ©1972	52
<i>A Tree Grows in Brooklyn</i> ©1947	44
<i>The Mouse That Roared</i> ©1955	27
<i>Roll of Thunder, Hear My Cry</i> ©1976	73
<i>The House With a Clock in Its Walls</i> ©1973	8
<i>The Pearl</i> ©1974	33
<i>Myths & Folktales Around the World</i> ©1952	127
<i>Myths and Their Meaning</i> ©1984	82
<i>American Folklore and Legends</i> ©1980	202
<i>Twenty Thousand Leagues Under the Sea</i> ©1992	43
<i>Brian's Song</i> ©1972	29
<i>The Call of the Wild</i> ©1992	139

<i>The Time Machine</i> ©1984	13
<i>Hiroshima</i> ©1973	6
<i>And Then There Were None</i> ©1973	72
<i>Souder</i> ©1969	12
<i>The Illustrated Man</i> ©1951	152
<i>The Pigman</i> ©1968	42
<i>Summer of My German Soldier</i> ©1973	55
<i>The Prince and the Pauper</i> ©1980	2
<i>The Plant People</i> ©1977	27
<i>It's Not the End of the World</i> ©1972	10
<i>The Monday Friends</i> ©1965	14
<i>The Day They Came to Arrest the Book</i> ©1982	5
<i>The Wind in the Willows</i> ©1982	138
<i>Scope English Grammar & Composition Level 1</i> ©1983	144
<i>Scope English Grammar & Composition Level 2</i> ©1983	120
<i>Scope English Anthology Level 1</i> ©1983	100
<i>Scope English Anthology Level 2</i> ©1983	100
<i>Junior Great Books Series 4 2nd Semester</i> ©1992	31
<i>Spotlight on Literature Workbook Grade 6</i> ©1997	150
<i>Spotlight on Literature Bronze Edition</i> ©1997	50
Listening Library Audio Cassettes ©1997	1
<i>Across Five Aprils</i> ©1964	16
<i>HBJ Spelling Signature Edition</i> ©1988	10
<i>The Lightning Thief</i> ©2005	18
<i>Edgar Allen</i> ©1968	30
<i>Johnny Tremain</i> ©1969	40
<i>Rabbit Hill</i> ©1944	30
<i>Cheaper By the Dozen</i> ©1948	10
<i>The Divorce Express</i> ©1982	11
<i>The Heart is a Lonely Hunter</i> ©1967	50
<i>The Incredible Journey</i> ©1962	27
<i>The BFG</i> ©1982	30
<i>The Hobbit</i> ©1966	20

INTEROFFICE MEMORANDUM

TO: ELISA PELLATI, ASSISTANT SUPT. FOR BUSINESS
FROM: REANNA FULTON, DIRECTOR OF TECHNOLOGY
SUBJECT: SURPLUS EQUIPMENT
DATE: AUGUST 1, 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	ITEM	Serial Number
Bayview	HP CPU	5cd72922w2
Bayview	HP CPU	5cd72908RP
DO	HP CPU	8CG5521SCB
DO	HP CPU	8CG5521SB2
DO	HP CPU	CNU12855NH
DO	HP CPU	CNU12855ND
DO	HP CPU	882780300699
DO	HP CPU	882780300699
DO	HP CPU	882780300699
DO	HP CPU	882780300699
DO	HP CPU	8CG6351HFB
DO	HP CPU	8CG5521SC5
DO	HP CPU	8CG5521S9X
DO	HP CPU	8CG5521S9G
DO	HP CPU	8CG5521S9J
DO	HP CPU	8CG5521S9T
DO	HP CPU	8CG5521S9Z
DO	HP CPU	8CG5521SCH
DO	HP CPU	8CG5521SCN
DO	HP CPU	8CG5521SBX
DO	HP CPU	8CG5521S9S
DO	HP CPU	8CG5521SBZ
DO	HP CPU	8CG5521SDK
DO	HP CPU	8CG5521SBG

DO	HP CPU	8CG5521S9Q
DO	HP CPU	V2-V2287
DO	HP CPU	W8739110X85
DO	HP CPU	712Y2003174
DO	HP CPU	746C2039972
DO	HP CPU	712C1020380
DO	HP CPU	712C1003206
DO	HP CPU	712C1003217
DO	HP CPU	712C1012168
DO	HP CPU	WBY4TC1N
DO	HP CPU	W3PTF69E
DO	HP CPU	W3PTF6WW
DO	HP CPU	SBY6S3RY
DO	HP CPU	WBY388TF
DO	HP CPU	W3PTF6XV
DO	HP CPU	SBY6Q7K6
HS	HP CPU	CND7344WY7
HS	HP CPU	CND7344VZF
HS	HP CPU	CND7344VZ8
HS	HP CPU	CND7344VKH
HS	HP CPU	CND7344XYC
HS	HP CPU	CND7344W4F
HS	HP CPU	CND7344TFP
HS	HP CPU	CND7344TFF
HS	HP CPU	CND7344Y0X
HS	HP CPU	CND7344WX2
HS	HP CPU	CND7344TFC
HS	HP CPU	CND7344VZB
HS	HP CPU	CND7344WX4
HS	HP CPU	CND7344Y17
HS	HP CPU	CND7344VS7
HS	HP CPU	CND7344XY4
HS	HP CPU	CND7344TFH
HS	HP CPU	WXB1A1735FS8
HS	HP CPU	WXK1A37C4F3N
HS	HP CPU	WXJ1A37J36L6

HS	HP CPU	WXD1A37KFE7C
HS	HP CPU	WXK1A37C4S4Z
HS	HP CPU	WXJ1A37J3RSH
HS	HP CPU	WXK1A37C40L7
HS	HP CPU	WXA1A175C4NF
HS	HP CPU	WXJ1A378Y4CS
HS	HP CPU	WXJ1A37J3S95
HS	HP CPU	WXD1A37KFPL1
HS	HP CPU	WX71A17R65UV
HS	HP CPU	WX71A17R666F
HS	HP CPU	WX71A17R6PXN
HS	HP CPU	WXA1A178FX41
HS	HP CPU	WX51A47K714E
HS	HP CPU	WXJ1A37J30A9
HS	HP CPU	WXE1A37HCV2K
HS	HP CPU	WXK1A37C48UP
HS	HP CPU	WXB1A1735380
HS	HP CPU	WX71A17R6UR8
HS	HP CPU	WXA1A17ELA9E
HS	HP CPU	WX71A17R66E2
HS	HP CPU	WXD1A37KFDUF
HS	HP CPU	WX71A17R6T45
HS	HP CPU	WXB1A173527P
HS	HP CPU	WXB1A1735XA1
HS	HP CPU	WXB1A1735Y61
HS	HP CPU	WXJ1A37J3VZ0
HS	HP CPU	WXB1A1735PH3
HS	HP CPU	WXD1A37KF7KK
HS	HP CPU	WXK1A37C4558
HS	HP CPU	WXD1A37KF5S1
HS	HP CPU	WXJ1A37J3ZUK
HS	HP CPU	WXJ1A37J3C8U
HS	HP CPU	WXK1A37C4PPH
HS	HP CPU	WXA1A178F3PF
HS	HP CPU	6CM3520LTW
HS	HP CPU	6CM5310GJR

HS	HP CPU	6CM3520M4Z
HS	HP CPU	CND7344Y0G
HS	HP CPU	2UA111097M
HS	HP CPU	2UA4060GRS
HS	HP CPU	2UA4060GSK
HS	HP CPU	2UA4060GRH
HS	HP CPU	2UA4060GRF
HS	HP CPU	2UA4060GTL
HS	HP CPU	2UA7391245
HS	HP CPU	2UA4060GS9
HS	HP CPU	2UA73911Z4
HS	HP CPU	2UA4060GW9
HS	HP CPU	2UA4060GX1
HS	HP CPU	2UA4060GV4
HS	HP CPU	2UA1110966
HS	HP CPU	2UA4060GTM
HS	HP CPU	2UA4060GWR
HS	HP CPU	2UA739124Z
HS	HP CPU	2UA4060GS0
HS	HP CPU	2UA7391276
HS	HP CPU	2UA4060GTP
HS	HP CPU	2UA739127H
HS	HP CPU	2UA1011PTG
HS	HP CPU	2UA4060GTZ
HS	HP CPU	2UA11109BG
HS	HP CPU	2UA739127C
HS	HP CPU	2UA11109CW
HS	HP CPU	2UA739126V
HS	HP CPU	2UA73917GH
HS	HP CPU	2UA73917GH
HS	HP CPU	2UA4060GSB
HS	HP CPU	2UA4060GV9
HS	HP CPU	2UA11109CR
HS	HP CPU	2UA11109BL
HS	HP CPU	2UA11109B4
HS	HP CPU	2UA4060GS5

HS	HP CPU	2UA20126H8
HS	HP CPU	2UA4060GT0
HS	HP CPU	2UA4060GW2
HS	HP CPU	2UA4060GRX
HS	HP CPU	2UA11109CW
HS	HP CPU	2UA1011PTG
HS	HP CPU	2UA739123Q
HS	HP CPU	2UA4060GTP
HS	HP CPU	2UA7391276
HS	Hatchi Projector	F6KU03435
HS	Hatchi Projector	F7AU04142
HS	Hatchi Projector	F6KU03410
HS	Hatchi Projector	F6CU02543
HS	Hatchi Projector	F6IU03019
HS	HP Elite E201 Monitor	6CM3520M45
HS	HP Elite E201 Monitor	6CM3520M4B
HS	HP Elite E201 Monitor	6CM3520LTQ
HS	HP Elite E201 Monitor	6CM3520KPF
HS	HP Elite E201 Monitor	6CM3520M4D
HS	HP Elite E201 Monitor	6CM3520LTV
HS	HP Elite E201 Monitor	6CM5310GJG
HS	HP Elite E201 Monitor	6CM3520M3W
HS	HPLA2006x	CNC249QQW7
HS	HP Elite E201 Monitor	6CM3520M4L
HS	HP Elite E201 Monitor	6CM3520M47
HS	HP Elite E201 Monitor	6CM3520LTY
HS	HP Elite E201 Monitor	6CM5310G0S
HS	HP Elite E201 Monitor	6CM3520LTR
HS	HP Elite E201 Monitor	6CM5310G0X
HS	HP Elite E201 Monitor	6CM3520M4C
HS	HP Elite E201 Monitor	6CM3520M44
HS	HP Elite E201 Monitor	6CM5310GJT
HS	HP Elite E201 Monitor	6CM3520M4J
HS	HP Elite E201 Monitor	6CM3520M42
HS	HP Elite E201 Monitor	6CM3520M3Y
HS	HP Elite E201 Monitor	6CM5310G0M

HS	HP Elite E201 Monitor	6CM3520M48
DO	HP Pro 232 Monitor	6CM83200XN

WI
West Islip Public Schools

RESOLUTION RE: FEDERAL FUNDED PROGRAMS

BE IT RESOLVED, that, the Board grants authority for the 2020-2021 school year for the West Islip Union Free School District (West Islip Public Schools) to participate in an ECIA Title I Program developed to provide instructional activities and services for the educationally disadvantaged students who reside in said school district under available Federal funds; and

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

WI
West Islip Public Schools

RESOLUTION RE: RESIDENCY DETERMINATION

BE IT RESOLVED, that, the Board of Education of the West Islip UFSD designates the Superintendent of Schools to make determinations regarding whether a child is entitled to attend the schools of the District in accordance with Section 100.2(x)&(y) of the Regulations of the Commissioner for the 2020-2021 school year.

WI
West Islip Public Schools

2020-2021
RESOLUTION FOR THE CERTIFICATION OF LEAD EVALUATORS

BE IT RESOLVED, that, Bernadette Burns and Dawn Morrison are hereby certified as a Qualified Lead Evaluators of teachers and building principals, having successfully completed the training requirements prescribed in 8 NYCRR §30-2.9(b), including:

- 1) The New York State Teaching Standards and their related elements and performance indicators; the Leadership Standards and their related functions;
- 2) Evidence-based observation techniques that are grounded in research;
- 3) Application and use of the student growth percentile model and the value-added growth model as defined in 8 NYCRR §30-2.2;
- 4) Application and use of the State-approved rubrics selected by the West Islip UFSD for use in the evaluation of teachers and building principals, including training on the effective application of such rubrics to observe a teacher or building principal's practice;
- 5) Application and use of the assessment tools that the West Islip UFSD utilizes to evaluate its teachers, including but not limited to a structured review of lesson plans, student portfolios and other teacher artifacts;
- 6) Application and use of the State-approved locally selected measures of student achievement used by the West Islip UFSD to evaluate its teachers and principals;
- 7) The scoring methodology utilized by the Department and the West Islip UFSD to evaluate teachers and building principals under 8 NYCRR Subpart 30-2, including:
 - a) how scores are generated for each subcomponent and the composite effectiveness score of teachers and building principals, and
 - b) application and use of the scoring ranges prescribed by the Commissioner for the four designated rating categories used for the overall rating of teachers and building principals and their subcomponent ratings; and
- 8) Specific considerations in evaluating teachers and building principals of English language learners and students with disabilities.
- 9) Training on the use of the Statewide Instructional Reporting System, as required by 8 NYCRR Subpart 30-2.9 (b).

This certification has been issued in accordance with the process for certifying lead evaluators described in the West Islip UFSD Annual Professional Performance Review Plan.

WI

West Islip Public Schools

2020-2021

RESOLUTION FOR THE CERTIFICATION OF LEAD EVALUATORS

BE IT RESOLVED, that, the administrators listed below are hereby certified as Qualified Lead Evaluators of teachers, having successfully completed the training requirements prescribed in 8 NYCRR §30-2.9(b), including:

- 1) The New York State Teaching Standards, and their related elements and performance indicators;
- 2) Evidence-based observation techniques that are grounded in research;
- 3) Application and use of the student growth percentile model and the value-added growth model as defined in 8 NYCRR §30-2.2;
- 4) Application and use of the State-approved rubrics selected by the West Islip UFSD for use in the evaluation of teachers, including training on the effective application of such rubric to observe a teacher's practice;
- 5) Application and use of the assessment tools that the West Islip UFSD utilizes to evaluate its teachers, including but not limited to a structured review of lesson plans, student portfolios and other teacher artifacts;
- 6) Application and use of the State-approved locally selected measures of student achievement used by the West Islip UFSD to evaluate its teachers;
- 7) The scoring methodology utilized by the Department and the West Islip UFSD to evaluate a teacher under 8 NYCRR Subpart 30-2, including:
 - a) how scores are generated for each subcomponent and the composite effectiveness score of teachers, and
 - b) application and use of the scoring ranges prescribed by the Commissioner for the four designated rating categories used for the overall rating of teachers and their subcomponent ratings; and
- (8) Specific considerations in evaluating teachers of English language learners and students with disabilities.
- (9) Training on the use of the Statewide Instructional Reporting System, as required by 8 NYCRR Subpart 30-2.9 (b).

Eric Albinder	Reanna Fulton	Daniel Marquardt
Karen Appollo	Craig Gielarowski	John Mullins
Anthony Bridgeman	James Gilmartin	Andrew O'Farrell
Gail Daugherty	James Grover	Rhonda Pratt
Donna DeFreitas	Timothy Horan	Lynn Summers
Lorrie Director	Debbie Langone	Brian Taylor
Lisa DiSibio	Lauren Lay	Michelle Walsh
Jeanne Dowling	Jack Maniscalco	Vanessa Williams

This certification has been issued in accordance with the process for certifying lead evaluators described in the West Islip UFSD Annual Professional Performance Review Plan.

WI
West Islip Public Schools

RESOLUTION RE: DASA COORDINATORS

BE IT RESOLVED, that, as required by the State Education Department, in accordance with the requirements of the Dignity for All Students Act, the West Islip Board of Education does hereby appoint the following staff members to the position of DASA Coordinator, effective July 1, 2020.

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

WI
West Islip Public Schools

RESOLUTION RE: CHIEF EMERGENCY OFFICER

BE IT RESOLVED, that, the Board of Education of the West Islip UFSD designates the Superintendent of Schools as the Chief Emergency Office in accordance with the West Islip UFSD district-level safety plan and Education Law §2801-a for the 2020-2021 school year.

Retired and approved by the Board of Education
XXX



WEST ISLIP PUBLIC SCHOOLS
STUDENT-TEACHER CALENDAR 2020-2021



Total days ~ 180+4 = 184

July 2020

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020

Su	M	Tu	W	Th	F	Sa
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

1-3 Superintendent's Conference Days (staff only)
8 First day for students
4-7 Labor Day
28 Yom Kippur

16+3

October 2020

Su	M	Tu	W	Th	F	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12 Columbus Day

21

November 2020

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

3 Superintendent's Conference Day (staff only)
11 Veterans' Day
24-27 Thanksgiving

17+1

December 2020

Su	M	Tu	W	Th	F	Sa
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

24-31 Holiday recess

17

January 2021

Su	M	Tu	W	Th	F	Sa
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 Holiday recess
18 Martin Luther King, Jr. Day

19

February 2021

Su	M	Tu	W	Th	F	Sa
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

15-19 Mid-winter recess

15

March 2021

Su	M	Tu	W	Th	F	Sa
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

29-31 Spring Recess

20

April 2021

Su	M	Tu	W	Th	F	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1-6 Spring Recess

18

May 2021

Su	M	Tu	W	Th	F	Sa
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

28-31 Memorial Day

19

June 2021

Su	M	Tu	W	Th	F	Sa
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Last day for students

20

If there is no emergency closing, schools will be closed on May 28, June 1 and April 6, 2021.
If there is one emergency closing, schools will be open on April 6 and closed on May 28 and June 1, 2021.
If there are two emergency closings, schools will be open on April 6, June 1 and closed on May 28, 2021.
If there are three emergency closings, schools will be open on April 6, May 28 and June 1, 2021.
If there are four emergency closings, staff will report on June 28, 2021.

Supernitendent Conference Day (staff only)
Schools closed
First and last days of classes

The Board of Education reserves the right to revise this calendar if emergency school closings during the school year require additional days.