

AGENDA



BOARD OF EDUCATION

October 12, 2017

Beach Street Middle School
17 Beach Street

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A

REGULAR MEETING OF THE BOARD OF EDUCATION

October 12, 2017

Beach Street Middle School

West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. ANNOUNCEMENTS
- IV. INVITATION TO PUBLIC - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards only. (Name and address required) - This will be limited to 20 minutes and will continue only as long as it is conducted in an orderly fashion.*
- V. APPROVAL OF MINUTES: A motion is needed to approve the minutes of the September 26, 2017 Planning Session.
- VI. RECOGNITION
 - A) Common Hope ~ *Noreen Matthews and Bob Weiss, Advisors
Eric Besanceney, Krista Ciccaelli, Mary Connolly, Alexa DePaola, Melodi Doganay, Mark Gellar,
Holly Hoborst, Michelle Kurkela, Jack Magee, Patricia Mueller, Grace Schaefer, Abigail Weintz*
 - B) School Board Recognition Week ~ *West Islip Board of Education*
- VII. PERSONNEL
- VIII. CURRICULUM UPDATE
- IX. REPORT OF COMMITTEES:
 - A) Finance Committee {10/10/2017}
 - B) Education Committee {10/12/2017}
 - C) Buildings and Grounds Committee {10/10/2017}
 - D) Committee on Special Education/Preschool Special Education Recommendations re: classification/placement/I.E.P. modifications of students as delineated {10/12/2017}
 - E) Safety Committee {10/12/2017}
 - F) Health and Wellness Committee {10/12/2017}
- X. FINANCIAL MATTERS
 - A) Treasurer's Report
- XI. BUSINESS ITEMS
 - A) Approval of Budget Transfers
 - B) Approval of Donations
 1. Beach PTA → Beach \$3,375.00 Student Programs
 - C) Approval of Contracts
 1. North Babylon UFSD
 2. Top Grade
 - D) Approval of Surplus
 1. Allen & Heath sound board ~ High School

- XII. **PRESIDENT'S REPORT**
- A) Approval of Contract/Terms of Employment for Central Office Administrators 2017-2018
- XIII. **SUPERINTENDENT'S REPORT**
- XIV. **NOTICES/REMINDERS**
- XV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**
- XVI. **INVITATION TO THE PUBLIC** - *The public, at this time, is cordially invited to bring before the Board any questions/ concerns. Community members will be recognized from the signature cards only. (Name and address required) ~ 20 minute time limit*
- XVII. **EXECUTIVE SESSION** - *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session in the District Office Board Room to consider any items for which a vote is required.*
- XVIII. **CLOSING** - Adjournment

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
September 26, 2017 – District Office**

PRESENT: Mr. Gellar, Mrs. LaRosa, Mr. Brady, Mr. Maginniss, Mr. Michaluk, Mr. O'Connor, Mr. Zotto

ABSENT:

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

ABSENT: None

Meeting was called to order at 7:39 p.m., followed by the pledge.

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve the minutes of the September 14, 2017 Regular Meeting.

PERSONNEL:

Motion was made by Kevin O'Connor seconded by Scott Brady and carried when all Board members present voted in favor to approve ADMINISTRATOR: REGULAR INTERIM: Louis Stellato, Interim Assistant Principal, effective November 14, 2017 - June 30, 2018 (High School; \$110,000 {pro-rated}); replacing L. Martinolich-Tuozzolo {LoA}).

Motion was made by Scott Brady seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHER: LEAVE OF ABSENCE (unpaid) (Pursuant to the Family Medical Leave Act of 1993 - 12-week continuous medical coverage): Kristine Ryan, Special Education, effective September 26, 2017 - December 18, 2017 (High School).

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Janine Allegretto, Cafeteria Aide, effective September 27, 2017 (Oquenock; Step 1; replacing D. McKeon {Special Education Aide}).

Motion was made by Paul Michaluk seconded by Scott Brady and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Elizabeth DaSilva, Cafeteria Aide, effective September 27, 2017 (Beach Street; Step 1; replacing J. Belyski {resigned}).

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE SPECIAL EDUCATION AIDE: Janine Allegretto, effective September 27, 2017; Elizabeth DaSilva, effective September 27, 2017.

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE NURSE (\$115 per diem): *Michelle Dykstra-Ogburn, effective September 27, 2017; Elizabeth Giordano, effective September 27, 2017; *Alexandra Golubow, effective September 27, 2017; *Beth Hughes, effective September 27, 2017; Patricia McMurray effective September 27, 2017; Diana Rief, effective September 27, 2017.

Motion was made by Ron Maginniss seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: MENTOR PROGRAM 2017-2018 SCHOOL YEAR:

Coordinator (\$1,500 stipend)

Catherine Dolan-Stefanak

Mentor (\$1,000 stipend)

Anne Bean (Patricia Hinchman, Library Media Specialist)

Diane Horton-McGinley (Erin Bies, Social Worker)

Michael LaCova (Giavanna Donarumia, Social Worker)

Rebecca Silva (John Guerriero, Psychologist)

Robyn Southard (Rachel Tirelli, Social Worker)

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: HOMEBOUND INSTRUCTOR (\$30/hour): Jane Dowling, effective September 27, 2017; Karla Robles, effective September 27, 2017.

Motion was made by Paul Michaluk seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem): Jane Dowling, effective September 27, 2017; Karla Robles, effective September 27, 2017; William Turri, effective September 27, 2017.

Motion was made by Annmarie LaRosa seconded by Ron Maginniss and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHING ASSISTANT (\$85 per diem): *Helen Krebs, effective September 27, 2017; Jane Dowling; effective September 27, 2017; Karla Robles, effective September 27, 2017.

Motion was made by Ron Maginniss seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve WITA Memorandum of Agreement re: Independent Study.

Motion was made by Ron Maginniss seconded by Mike Zotto and carried when all Board members present voted in favor to approve Paraprofessional Memorandum of Agreement re: Optional Workdays.

Motion was made by Mike Zotto, seconded by Kevin O'Connor and carried when all Board members present voted in favor to adjourn to Executive Session at 7:44 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Motion was made by Kevin O'Connor, seconded by Mike Zotto and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 7:47 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:09 p.m. on motion by Annmarie LaRosa, seconded by Ron Maginniss and carried when all Board members present voted in favor.

Meeting adjourned at 9:10 p.m. on motion by Paul Michaluk, seconded by Kevin O'Connor and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

PERSONNEL:

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

TEACHERS

T-1 CHILD-BEARING LEAVE OF ABSENCE (paid)

Tara Probert, Social Studies
Effective October 2, 2017
(Beach Street)

CIVIL SERVICE

CL-1 SUBSTITUTE CUSTODIAN (\$11.50 hr)

Linda Galasso, effective October 13, 2017

OTHER

CLUBS/ADVISORS 2017-2018

BEACH STREET MIDDLE SCHOOL

Art Club, Jill Culver
Be Yourself Activities Club, Jennifer Colonna
Costume Director, Maura Maynard
Drama Director, Justin DeMaio
Drama Director, Camille Persico
Geography Club, John Kennedy
Helping Hands Club, Kathleen Crowley
Homework Help Club (Grade 6; Fall), Theresa Robertson
Homework Help Club (Grade 6; Spring), Theresa Robertson
Homework Help Club (Grade 7), Christine McCann
Junior Chef's Club, Denise Ciangetti
Mathletes, Grade 7, Elizabeth Kelly
Mathletes, Grade 8, Jeannine Conaghan
Music Director, Camille Persico
National Junior Honor Society, Louis Lu
Newspaper, Lindsey Brooks and Danielle Rufrano (shared)
Peer Tutoring Club, Grade 7, Kathleen Crowley
Peer Tutoring Club, Grade 8, Mitchell Luquer
Photographer, Mitchell Luquer
School Store, Denise Cain
Science Olympiad, Kristie Ferruzzi
Science Olympiad, Andrea Miller
Set Director, Justin DeMaio
Student Council, Jesse Fawess
Student Council, Lynnette Fawess
Yearbook, Theresa Robertson

OTHER, continued

2017-2018 WINTER HIGH SCHOOL COACHES

GIRLS BASKETBALL

Christopher Scharf, Varsity Coach
Jeremy Robertson, Assistant Varsity Coach
William Turri, J.V. Coach

BOYS BASKETBALL

Thomas Cross, Varsity Coach
Richard Zeitler, Assistant Varsity Coach
John T. Denninger, J.V. Coach

WRESTLING

Nicholas LaGiglia, Varsity Coach
Thomas Longobardi, Assistant Varsity Coach
John Ferrara, J.V. Coach
Peter Gonzalez, Volunteer Varsity/J.V. Coach
Andrew Gray, Volunteer Varsity/J.V. Coach
Tyler Walsh, Volunteer Varsity/J.V. Coach

BOYS SWIMMING

Thomas Loudon, Varsity Coach

BOYS BOWLING

James Farnworth, Varsity Coach

GIRLS BOWLING

Frank Franzone, Varsity Coach

BOYS WINTER TRACK

Anthony Yuli, Varsity Coach
James Dooley, Assistant Varsity Coach

GIRLS WINTER TRACK

Michelle Studley-Broderick, Varsity Coach
Gregory Ziems, Assistant Varsity Coach

KICKLINE

Kelly Leon, Varsity Coach

CHEERLEADING

Dina Barone, Varsity Coach
Steffanie Traver, Assistant Varsity Coach
Lauren Brady, J.V. Coach

2017-2018 EARLY WINTER MIDDLE SCHOOL COACHES

GIRLS VOLLEYBALL

Tara Annunziata, 7-8 Udall Coach
Denise Cain, 7-8 Beach Coach

OTHER, continued

2017-2018 EARLY WINTER MIDDLE SCHOOL COACHES, continued

BOYS BASKETBALL

Patrick Tunstead, 7-8 Udall Coach
Christopher Salerno, 7-8 Beach Coach

CHEERLEADING

Nicole Shaw, 7-8 Udall Co-Coach
Priscilla McBride, 7-8 Udall Co-Coach
Jillian Bohnaker, 7-8 Beach Coach

2017-2018 LATE WINTER MIDDLE SCHOOL COACHES

GIRLS BASKETBALL

Nicholas Grieco, 7-8 Udall Coach
Patrick Tunstead, 7-8 Beach Coach

WRESTLING

Robert Ulrich, 7-8 Udall Coach
Patrick Bell, 7-8 Beach Coach
Andrew Gray, Volunteer Middle School Coach

BOYS VOLLEYBALL

James Klimkoski, 7-8 Udall Coach
Denise Cain, 7-8 Beach Coach

SUBSTITUTE TEACHING ASSISTANT (\$85 per diem)


Kelly Archer, effective October 13, 2017
*Jamie Herman, effective October 13, 2017

**conditional pending fingerprinting clearance*

BEACH STREET MIDDLE SCHOOL
West Islip, NY 11795

MEMORANDUM

TO: Wendy Duffy, Asst. Superintendent for Business
West Islip Board of Education

FROM: Andrew O'Farrell, Principal 

DATE: September 6, 2017

RE: Donations from Beach Street Middle School PTA


Please accept the following donations made to Beach Street Middle School from the Beach Street PTA:

11/02 and 11/03/2017	\$300.00	SCOPE
02/09/2017	\$1325.00	"Holly Rock" Game Show Assembly Program

BEACH STREET MIDDLE SCHOOL
West Islip, NY 11795

MEMORANDUM

TO: Wendy Duffy, Asst. Superintendent for Business
West Islip Board of Education

FROM: Andrew O'Farrell, Principal 

DATE: September 25, 2017

RE: Donations from Beach Street Middle School PTA

Please accept the following additional donation made to Beach Street Middle School from the Beach Street PTA:

11/22/2107	Assembly - Speaker - Rohan Murphy	\$1750.00
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SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(b)

This Agreement is entered into this **1st day of July 2017** by and between the Board of Education of the **North Babylon Union Free School District** (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement 5 Jardine Place, North Babylon, New York 11703, 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.

WITNESSETH

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, 2017 through June 30, 2018**, 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 ADDENDUM A

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.

11. 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 nonresident tuition rates for 2016-2017 Special Education is currently \$43,085 for Grades K-6 and \$44,901 for Grades 7-12. The estimated nonresident 2015-2016 Regular Education tuition rate is currently \$11,850 for Grades K-6 and \$13,666 for Grades 7-12.
 - 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. Billing for actual costs will be issued at the end of the school year, and shall be adjusted as necessary in accordance with the rates issued by the State Education Department under Part 174. 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: Alyse Middendorf
District Administrator for Special Education
North Babylon UFSD
5 Jardine Place
North Babylon, NY 11703

To Receiving District: Wendy J. Duffy/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: Robert Schneid JP
President, Board of Education
North Babylon UFSD

By:
President, Board of Education
West Islip UFSD

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July 2017** 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 **Top Grade** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 44 Crosby Street, Sayville, New York 11782.

A. TERM

The term of this Agreement shall be from **July 1, 2017 through June 30, 2018** inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

SEE ATTACHED SERVICES AND FEE SCHEDULE

2. CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct.

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

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

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

C. COMPENSATION:

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

SEE ATTACHED SERVICES AND FEE SCHEDULE

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

D. MISCELLANEOUS

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

2. Independent Contractor:

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

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

4. Defense / Indemnification

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

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

To District: Wendy J. Duffy
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

To Consultant: Mr. Jan Charles, President
Top Grade
44 Crosby Street
Sayville, NY 11782


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

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

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

CONSULTANT

DISTRICT


By: JAN CHARLES
9/1/17

By: Steven D. Gellar
President, Board of Education

**TOP GRADE FEE SCHEDULE FOR
HOME TUTORING 2017-2018**

Rates:

Teachers provided per Section 80-5.4	\$42	per hour
By Certification - if certification is required in each subject		
Elementary	\$40	per hour
Special Education	\$50	per hour
Math	\$50	per hour
Math (pre-calculus, calculus or statistics)	\$80	per hour
Living Environment	\$70	per hour
Chemistry, Earth Science	\$80	per hour
English/Social Studies	\$50	per hour
Physics	\$100	per hour
Spanish	\$50	per hour
Italian, French	\$75	per hour
General Science	\$45	per hour
Health	\$45	per hour
Art	\$45	per hour
Business	\$50	per hour
AP Subjects	add 20% to the subject rate	



WI
WEST ISLIP PUBLIC SCHOOLS
DEPARTMENT OF ART AND MUSIC EDUCATION
Mr. Eric R. Albinder, Director
1 Lion's Path, West Islip, NY 11795
Email: e.albinder@wi.k12.ny.us
Phone: (631)504-5670 • Fax: (631)893-3270

AGENDA ITEM XI. D)
BUSINESS ITEMS
RM 10/12/2017



Memorandum

To: Wendy Duffy, Assistant Superintendent for Business

From: Eric Albinder

Date: October 3, 2017

Re: Surplus of Sound Board/Mixer

Due to the recent purchase and delivery of a new sound board for the high school auditorium, I would like to request the surplus and disposal of the old sound board. The brand is Allen & Health and the model is ML3000. The West Islip bar code is 000014 and the serial number is ML3K-32001108. This sound board is inoperable and was determined to be beyond its repair life.

Contract/Terms of Employment Changes for Central Administrators
2017 - 2018

- 1.26% salary increase {All}
- Change/addition of career increments per terms of each agreement {All}
- Change terminal pay per terms of each agreement {All}
- Increase personal days to 5, with ability to cash out one per year at per diem rate {All}
- Eliminate 10-year requirement to be eligible for dental contribution in retirement {Rullan}
- Increase travel expense by \$25/month to \$125/month {Rullan}
- Change term of contract to July 1, 2017 through June 30, 2022 {Burns}