

AGENDA



BOARD OF EDUCATION

November 9, 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

November 9, 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 October 24, 2017 Planning Session.
- VI. **RECOGNITION**
 - A) Administrator Recognition ~ *Members of WLASA*
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
- IX. **REPORT OF COMMITTEES:**
 - A) Finance Committee {11/7/2017}
 - B) Education Committee {11/9/2017}
 - C) Buildings and Grounds Committee {11/7/2017}
 - D) Committee on Special Education/Preschool Special Education Recommendations re: classification/placement/I.E.P. modifications of students as delineated {11/9/2017}
 - E) Policy Committee Meeting {11/7/2017}
 - First Reading:* No. 4212 Table of Organization
 - No. 7213 Use and Dissemination of Test Results and Other Educational Materials
 - No. 7362 Academic Integrity
 - No. 7620 Students With Disabilities Participating in School District Programs
 - F) Health and Wellness Committee {11/9/2017}
- X. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- XI. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Surplus
 - 1. 2002 Chevy Sedan #405 / Vin #2G1WF55K029359608
 - C) Approval of Contracts
 - 1. Commack UFSD Fall 2017-2018
 - 2. Deer Park UFSD 2016-2017
 - 3. Deer Park UFSD 2017-2018

XI. BUSINESS ITEMS, continued

- D) Approval of SEDCAR Contracts 2017-2018
1. Achieve Beyond/Bilinguals
 2. ACDS
 3. ACLD
 4. All About Kids/Mid Island Therapy Associates
 5. Anderson Center for Autism
 6. Ascent
 7. Brookville Center for Children's Services
 8. Building Blocks Developmental Pre-School
 9. Cleary School for the Deaf
 10. Developmental Disabilities, Inc.
 11. The Hagedorn Little Village School
 12. Henry Viscardi School
 13. Just Kids Early Childhood Learning Center
 14. Kids in Action of Long Island, Inc.
 15. Leeway School
 16. Metro Therapy
 17. Mountain Lake Academy
 18. New England Center for Children, Inc.
 19. The New Interdisciplinary School
 20. Nassau Suffolk Services for the Autistic
 21. NYSARC, Inc. – Suffolk
 22. Opportunity Pre-School
 23. Suffolk County Department of Social Services

XII. PRESIDENT'S REPORT

- A) Approval of Building Emergency Response Plans
- B) Approval of Winkler Amendment to Contract

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
October 24, 2017 – District Office**

AGENDA ITEM V.
MINUTES
RM 11/9/2017

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

ABSENT: None

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

ABSENT: None

Meeting was called to order at 7:30 p.m., followed by the Pledge.

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve the minutes of the October 12, 2017 Regular Meeting.

PERSONNEL:

Motion was made by Ron Maginniss seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve TEACHER: CHILD-BEARING LEAVE OF ABSENCE (paid): Melissa Morales, School Counselor, effective November 13, 2017 (Udall).

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: CHANGE IN TITLE: Carole Hurd, Senior Clerk Typist, effective October 25, 2017 (High School; Step 9; change from Clerk Typist; replacing B. Sheehan {retired}).

Motion was made by Scott Brady seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$11.50 per hr.): Donald Carman, effective October 25, 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: RESIGNATION: Rosemary White, Cafeteria Aide, effective October 16, 2017 (Bayview).

Motion was made by Kevin O'Connor seconded by Scott Brady and carried when all Board members present voted in favor to approve OTHER: CLUBS/ADVISORS 2017-2018:

HIGH SCHOOL:

Academic Decathlon, Brainstormers, Kevin Murphy
Academic Decathlon, Jr. Brainstormers, Noreen Matthews
Art Club, Linda Marino
Audio -Visual Club Director, Frank Franzone
Band Music, David Kaufman
Business and Marketing Honor Society, Joanne Macrelli and Patricia Stack (shared)
Chamber Singers, William Willis
Coordinator, One Act Plays, Elaine Longo
Costume Director, All Productions, Elaine Longo
Creativity Action Service, James Farnworth and Virginia Scudder (shared)
Director, Flag Team, Victoria Kavitt
Director, Musical Play, Kristina Rocco
Director, Senior Play, Elaine Longo
Distributive Education Club of America, Diana Saadat
Extra-Curricular Treasurer, Victoria Newell
Freshman Class Advisor, Kristie Ferruzzi

CLUBS/ADVISORS 2017-2018 - continued

HIGH SCHOOL – continued

Freshman Class Advisor, Kelly Weisenseel
Future Business Leaders Club, Monica Krawczyk and Joanne Macrelli (shared)
Gay-Straight Alliance, Nicole Perperis
Junior Class Advisor, Brian Haldenwang
Junior Class Advisor, Diane Munno
Literary Magazine, David Gershfeld
Mathletes, James Como
Mathletes, Craig Michel
Mathletes, Nancy Yost
Mock Trial, Edward Jablonski
Musical Director, Musical Production, Christina Dimitriou
National English Honor Society, David Gershfeld
National Honor Society, Linda Gifford
Newspaper, James Grover
Photographer: Newspaper/Yearbook, Dawn DiVisconti and Christine Maniscalco (shared)
Pit Director, Musical, David Kaufman
Research Program, Mary Kroll
Robotics, Andrew Baranec
S.A.D.D., Noreen Matthews
School Store, Diana Saadat
Science Olympiad, Jessica Picone and Linda Tong (shared)
Senior Class Advisor, Jennifer Colonna
Senior Class Advisor, Diana Saadat
Sets Director, All Productions, Elaine Longo and Michael Rocco (shared)
Sophomore Class Advisor, Tara Annunziata
Sophomore Class Advisor, Alissa Ferrucci
Student Senate, Edward Jablonski
Student Senate, David Moglia
Students for the Environment Club, Kelly Sepe
Thirst Project Club, Paula Nilsen
Tri-M Music Honor Society, David Kaufman
World Language Honor Society, Andromache Agramonte and Maria Kaminsky (shared)
Yearbook, Dawn DiVisconti
Yearbook, Christine Maniscalco

UDALL ROAD MIDDLE SCHOOL

Activities, Grade 6, Pamela Diario
Activities, Grades 7 and 8, Kristine Hagens
Art Club, Gregory Ziems
Costume Director, Shane O'Neill
Current Events, Deborah Pulitano
Drama Director, Justin DeMaio
Drama Director, Shane O'Neill
Geography Club, Linda Ruggiero
Health Club, Tricia Mileti
Home and Careers Club, Kathy Nicodemo
Homework Club, Grade 6, Jeanette Merola
Homework Club, Grades 7 and 8, Jeanette Merola
International Club, Deborah Farnworth
Leadership Club, Tricia Mileti and Jessica Schwartz (shared)
Musical Director, Justin DeMaio

CLUBS/ADVISORS 2017-2018 - continued

UDALL ROAD MIDDLE SCHOOL

School Store, Staci Ansbach
Science Olympiad, Grades 6, 7, 8, Brenda Mayo
Student Council, Pamela Diorio
Student Council, Kristine Hagens
Yearbook, Alyssa Urbach
Yearbook Photographer, Michael Taranto

DISTRICT-WIDE

Combined Band, All District, James Krais
Combined Chorus, All District, Melissa Senatore
Combined Orchestra, All District, Ryan Jensen
Director, Beach/Udall, Chamber Orchestra, Lynnette Burgess
Director, Jazz Band, Beach, Stephen Smith
Director, Jazz Band, Udall, LuAnn Peskanov
Director, Jazz Ensemble, James Krais
Director, Marching/Pep Band, James Krais and Kevin Miller (shared)
Jazz Lab, David Kaufman

BAYVIEW ELEMENTARY SCHOOL

Art Club, Edward McManus
Da'Vinci Art Club, Louise Stephenson
Drama Director, Justin DeMaio
Getting Google-y Club, Joanne LaDuc

MANETUCK ELEMENTARY SCHOOL

Community Service Club, Grades K-2, Kerri Ierardi and Susan Marullo (shared)
Math Club, Grades 3 and 4, Christine Chocko
STEM Club, Grades K-2, Kristyna Acerno and Karen Sessa-Jarosik (shared)
STEM Club, Grades 3-5, Kristyna Acerno and Karen Sessa-Jarosik (shared)

OQUENOCK ELEMENTARY SCHOOL

Art Club, Janet Wolfe
Fitness Club, Melinda Monahan and Deborah Throo (shared)
Math Club, Nicole Cagno-Angerame

PAUL J. BELLEW ELEMENTARY SCHOOL

Drama Director, Fran Coiro and Shane O'Neill (shared)
Geography Bee Club, Linda Canonico and Karen McCarthy (shared)
Leadership Club, Amanda Harvey and Carrie Yuli (shared)
Mindset Club, Kristen Finnegan

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem): Caitlin Terrell, effective October 25, 2017.

Motion was made by Kevin O'Connor seconded by Scott Brady and carried when all Board members present voted in favor to approve Change Order No. 1 - More Consulting Corp. - West Islip High School - \$14,825.00.

Motion was made by Scott Brady seconded by Paul Michaluk and carried when all Board members present voted in favor to approve Change Order No. 1 - Inshallah Mechanical Corp. - West Islip High School - \$49,000.00.

Motion was made by Kevin O'Connor, seconded by Ron Maginnise and carried when all Board members present voted in favor to adjourn to Executive Session at 7:34 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:05 p.m. on motion by Kevin O'Connor, seconded by Annmarie LaRosa and carried when all Board members present voted in favor.

Motion was made by Scott Brady, seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve Attendance Waiver for Student A.

Meeting adjourned at 8:06 p.m. on motion by Annmarie LaRosa, seconded by Scott Brady and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

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

PERSONNEL:

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

ADMINISTRATIVE

A-1 RETIREMENT

Wendy Duffy, Assistant Superintendent for Business
Effective July 30, 2018
(Districtwide)

A-2 TENURE APPOINTMENT

Michael Giacchetto, Assistant Principal
Effective December 1, 2017

TEACHERS

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

Melissa Morales, School Counselor
Effective October 26, 2017
(Udall; change of effective date)

Nicoline Morrell, Mathematics
Effective November 2, 2017
(Manetuck)

CIVIL SERVICE

CL-1 PROBATIONARY APPOINTMENT

Kristin Barba, Cafeteria Aide
Effective November 13, 2017
(Bayview; Step 1; replacing R. White {resigned})

Ken Jay, Network & Systems Technician
Effective November 28, 2017
(Districtwide; \$77,000; new position)

Heather Diaz, Special Education Aide
Effective November 13, 2017
(Bayview; Step 1; new position)

CL-2 RESIGNATION

Christina Robiglio, Cafeteria Aide
Effective October 31, 2017
(Manetuck)

CL-3 SUBSTITUTE CUSTODIAN (\$11.50 hr)

Donald Nevejans, effective November 13, 2017

CIVIL SERVICE, continued

CL-4 **SUBSTITUTE PARAPROFESSIONAL** (\$11.50 hr)

Kelly Archer, effective November 13, 2017
Linda Barrette, effective November 13, 2017
Mayra Casino, effective November 13, 2017
Lori Grimaldi, effective November 13, 2017
Barbara Holland, effective November 13, 2017
Christina Robiglio, effective November 13, 2017
Lisa Wedlock, effective November 13, 2017

CL-5 **SUBSTITUTE SPECIAL EDUCATION AIDE**

Kristin Barba, effective November 13, 2017

OTHER

CLUBS/ADVISORS 2017-2018

HIGH SCHOOL

Robotics, Gregory Baranec

UDALL ROAD MIDDLE SCHOOL

Mathletes, Grades 7 and 8, Lawrence Sciarrino
Peer Tutoring, Alyssa Urbach

2017-2018 WINTER HIGH SCHOOL COACHES

BOYS SWIMMING

Edward Jablonski, Assistant Varsity Coach

INSTRUCTIONAL SWIM AND FAMILY SWIM PROGRAM 2017-2018

LIFEGUARD (\$12 per hour)

James Landhauser

HOMEBOUND INSTRUCTOR (\$30/hour)

Sara Meyerback, effective November 13, 2017
Bernadette Rodin, effective November 13, 2017
John Weilert, effective November 13, 2017
Lindsey Williams, effective November 13, 2017

SUBSTITUTE TEACHER (\$115 per diem)

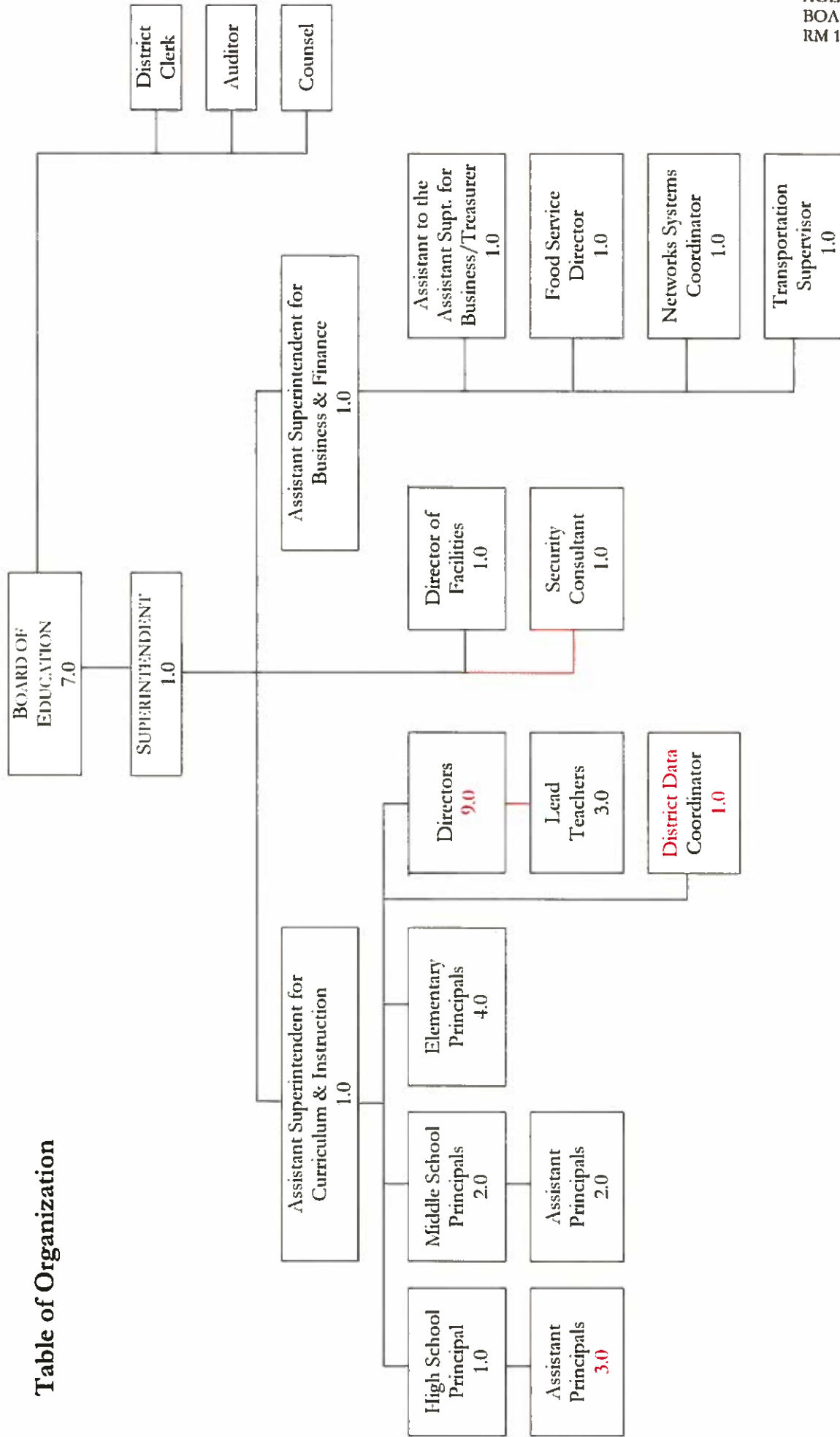
Gloria Diemer, effective November 13, 2017
Sara Meyerback, effective November 13, 2017
Bernadette Rodin, effective November 13, 2017
John Weilert, effective November 13, 2017
Lindsey Williams, effective November 13, 2017

OTHER, continued

SUBSTITUTE TEACHING ASSISTANT (\$85 per diem)

Gloria Diemer, effective November 13, 2017
Michelle Edgley, effective November 13, 2017
Sara Meyerback, effective November 13, 2017
Bernadette Rodin, effective November 13, 2017
Lindsey Williams, effective November 13, 2017

Table of Organization



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SUBJECT: USE AND DISSEMINATION OF TEST RESULTS AND OTHER EDUCATIONAL MATERIALS

A standardized program of assessment can provide meaningful information about the curriculum and overall student achievement. The Board, therefore, authorizes a program of testing to help accomplish the following objectives:

1. To evaluate the strengths and weaknesses of the current curriculum and methods of instruction;
2. To provide a means to evaluate student growth through individual, inter-district, and intra-district comparison;
3. To provide teachers with diagnostic information which will enable them to better address the instructional needs of their students; and
4. To provide a basis for longitudinal study of student achievement.

Information gained through the use of programs of assessment will be used to design educational opportunities for students to better meet their individual and collective needs. The Board views this purpose to be a primary function of schools.

The Board recognizes that tests provide only limited information, and will therefore be used in conjunction with all other information known about a student or to assist the student in improving his/her work.

Records of the results of standardized tests shall be maintained in accordance with the Board's policy on student records.

In an effort to provide meaningful and timely ~~test~~ results to students and their parents, and to provide for improved instructional and educational gains for all West Islip School children, ~~it shall be the policy of this District that all test~~ assessment materials, such as teacher-made tests, quizzes, reports and term papers, including questions and results, shall be returned to students and/or parents. Tests and quizzes shall be returned graded within one week. All other materials shall be returned in a timely fashion so as to provide meaningful feedback, but in no circumstances later than three weeks after the due date for students. This policy is designed to allow students and their parents the opportunity to study and learn from this material. Teachers should also post pertinent information, in a timely manner, for viewing on the Infinite Campus Parent Portal. Regulations will be developed outlining teacher responsibilities for the online Grade Book.

The exception to this policy shall be all Regents Exams, norm-referenced tests, final exams, and assessments as determined by the New York State Education Department.

Where appropriate, relevant teacher comments and suggestions should be included.

Ref: 8 NYCRR e.g. 100.3(b)2; 100.4(d)1; 100.5(a)4; 100.5(b)5; 100.5 (c)5

SUBJECT: ACADEMIC INTEGRITY

The integrity of any academic institution depends on the honesty of all those involved in the learning process. Academic dishonesty in any form is a serious offense in any institution of learning.

Academic dishonesty is the failure to maintain academic integrity. Academic dishonesty includes but is not limited to: cheating, (using or attempting to use unauthorized materials, information, or study aids in any academic exercise); fabrication, (falsification or invention of any information or citation in an academic exercise); bribery offered for grades, transcripts, or diplomas; obtaining or giving assistance before, during or after an examination; having unauthorized prior knowledge of an examination; doing work for another student, presenting another student's work as one's own; and plagiarism.

To plagiarize is "to steal and pass off (the ideas or words of another as one's own....[to] present as new and original an idea or product derived from an existing source" (Webster's Ninth New Collegiate Dictionary, 898).

Plagiarism is the presentation of another person's idea or product as one's own. Plagiarism includes but is not limited to the following: copying verbatim all or part of another's written work; using phrases, charts, figures, illustrations, or mathematical or scientific solutions without citing the source; paraphrasing ideas, conclusions or research without citing the source; or using all or part of a literary plot, poem, film, musical score or other artistic product without attributing the work to its creator.

The Superintendent in conjunction with building leadership will develop regulations to support this policy. This policy has been developed for the protection of our students and the integrity of our academic community.

Expectations for ethical behavior arise from the philosophy and values inherent and explicit at West Islip High School. Students, teachers, and examiners shall strive to exemplify these values by their conduct. Students are expected to participate in the curriculum as structured and required by West Islip High School and its teachers and to comply with all regulations and internal school deadlines. Students are expected to acknowledge fully and in detail the work, thoughts or ideas of another person if incorporated in work submitted for assessment; to submit separate pieces of work in fulfillment of the requirements of different assessment components (for example, extended essays, Theory of Knowledge prescribed title essays, literature papers, and internal assessments); and to ensure that their own work is never given to another to copy or by electronic means, knowing that it might be submitted for assessment as the work of that other candidate. Plagiarism and academic dishonesty will lead to academic penalties and may lead to additional sanctions from West Islip High School. External and internal assessments may be processed using a web-based plagiarism prevention system such as www.turnitin.com or other online systems used by the District.

SUBJECT: STUDENTS WITH DISABILITIES PARTICIPATING IN SCHOOL DISTRICT PROGRAMS

All students with disabilities residing in the District, including those of preschool age, shall be provided with full access and opportunity to participate in School District programs, including extracurricular programs and activities, that are available to all other students enrolled in the public schools of the District. Parents/guardians of students with disabilities, including those students placed in out-of-District programs, shall receive timely notice of such District programs and activities.

The Board of Education shall make available to all students eligible under the Individuals with Disabilities Education Act and Article 89 of the Education Law, and their implementing regulations, a free appropriate public education in the least restrictive environment appropriate to meet their individual needs.

The Board acknowledges its responsibility to offer, at public expense, special education and related services which are designed to provide educational benefits to students in conformity with their individualized education program. Special education services or programs will be designed to enable a student with disabilities to be involved in and progress in the general education curriculum to the extent appropriate to his/her needs.

Consistent with the requirements of federal and state law and regulations, the Board will:

1. Appoint a Committee on Special Education (CSE), and as appropriate, CSE subcommittees to assure the identification and placement of eligible students with disabilities.
2. Based upon the recommendation of the CSE, arrange for special education programs within legally prescribed time frames. Should it disagree with the recommendation of the CSE, the Board, upon notice to the parents involved, and in accordance with the procedures set forth in the Regulations of the Commissioner of Education, may forward its concerns to the CSE, or reconvene a second CSE for review of and revisions to the original recommendation as appropriate.

Testing and evaluation procedures will be used for the identification and placement of students with disabilities, which meet the requirements of federal and state law and regulations. As part of the periodic reevaluation of a student with disabilities, the CSE will determine if the child continues to have particular category of disability, or continued need for special education and related services. The continued eligibility for services of a student previously classified as a student with disabilities will be determined in accordance with the procedures set forth in federal and state law and regulations.

Parents of students with disabilities and their children will be provided with notice of the procedural safeguards available to them and their children. The district will use the procedural safeguard notice prescribed by the Commissioner of Education and make the notice available in the manner prescribed by the Commissioner's Regulations. Students with disabilities and their parents will be afforded the procedural safeguard rights set forth in the notice.

To ensure the appropriate delivery of services to students with disabilities in the district, the Superintendent of Schools shall ensure that:

1. All children with disabilities residing in the district, including those attending private school are identified, located and evaluated.
2. School wide approaches and pre-referral interventions including, but not limited to, Response to Intervention or academic intervention services in order to remediate a student's performance prior to referral for special education are implemented.

7620 (cont.)

3. The CSE is informed of the process prescribed by law and regulations for the appropriate declassification of students with disabilities.

The Superintendent shall ensure that personally identifiable data and information or records pertaining to students with disabilities remain confidential as required by law and regulations.


The Superintendent or designee shall develop and maintain a comprehensive personnel development plan so that professional and paraprofessional staff working with students with disabilities possess the skills and knowledge necessary to meet the needs of students with disabilities.

This policy shall conform with all State and Federal legislation.

8 New York Code of Rules and Regulations
(NYCRR) Section 200.2(b)(1)

Ref: Education Law § 4401 et seq. (Article 89)
20 U.S.C. §§ 1400 et. seq. (IDEA)
34 CFR Part 300
8 NYCRR Part 200

**WEST ISLIP PUBLIC SCHOOLS
TRANSPORTATION DEPARTMENT**

To: Wendy Duffy, Assistant Superintendent for Business
From: Gerri Sabiston, Transportation 
Date: 10-3-17
Re: Excess of Vehicle

The following vehicle is to be excessed from the Security Department

405 2002 Chevy Sedan

Plate: AG 7486

Vin # 2G1WF55K029359608

Reason: Mechanical Failure

**TUITION CONTRACT
FOR
SPECIAL EDUCATION SERVICES**

AGREEMENT made by and between the Board of Education of the Commack Union Free School District, having its principal office at Clay Pitts Road, P.O. Box 150, Commack, New York 11741 (hereinafter called the "Receiving School District"), and the Board of Education of the West Islip Union Free School District having its principal office at 100 Sherman Avenue, West Islip, New York 11795 (hereinafter called the "Sending School District").

WITNESSETH:

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

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

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The Sending School District hereby agrees to place, and the Receiving School District agrees to accept, the student(s) listed on the attached "Confidential Schedule A" in an appropriate program of the Receiving School District for the 2017-2018 school year. The term of this Agreement shall be from September 1, 2017 through June 30, 2018 inclusive, unless earlier terminated as provided in this Agreement.

B. COMPENSATION:

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

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

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

C. SERVICES AND RESPONSIBILITIES:

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

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

D. INSURANCE:

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

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

E. REPRESENTATIONS:

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

F. CONDITIONS:

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

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

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

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

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

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

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

G. TERMINATION:

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

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

H. NOTICES:

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

To the Receiving School District:

Superintendent of Schools
Commack UFSD
Clay Pitts Road
P.O. Box 150
Commack, NY 11731

To Sending School District:

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

I. GENERAL:

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

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

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

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

Sending School District

Receiving School District

By:
President, Board of Education

By: Steven Hartman
President, Board of Education

Date _____

Date _____

DEER PARK UNION FREE SCHOOL DISTRICT
SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this day of 2017 by and between the Board of Education of the **West Islip Union Free School District** (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at **100 Sherman Ave., West Islip, NY 11795** and the Board of Education of the Deer Park Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at **1881 Deer Park Ave., Deer Park, NY 11729.**

W I T N E S S E T H

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, 2016 through June 30, 2017** inclusive, unless terminated earlier as provided for in this Agreement.
- B. **SERVICES AND RESPONSIBILITIES**:
1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
 - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

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

C. **COMPENSATION:**

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

The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP attached as Schedule "B" in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. **TERMINATION.**

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

E. **MISCELLANEOUS**

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

To DISTRICT OF RESIDENCE: **West Islip UFSD
The Michael and Christine Freyer
Administration Building
100 Sherman Ave.
West Islip, NY 11795**

To DISTRICT OF LOCATION: **~~Frank Caliguri~~
James Cumminyo
Assistant Superintendent, PPS
Deer Park UFSD
1881 Deer Park Ave.
Deer Park, NY 11729**

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. 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.

EXCLUDED/DEBARRED PARTY CLAUSE

The Vendor/Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event Vendor/Contractor, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Vendor/Contractor will notify the West Islip UFSD, in writing, within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, the West Islip UFSD reserves the right to immediately cease contracting with the Vendor/Contractor.

If Vendor/Contractor is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The Vendor/Contractor further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,
- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered the Vendor/Contractor will notify the West Islip UFSD, in writing, within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, the West Islip UFSD, reserves the right to immediately cease contracting with the Vendor/Contractor.

DISTRICT OF RESIDENCE

By:
President Board of Education
West Islip UFSD

Date _____

DISTRICT OF LOCATION

By: 
President Board of Education
Deer Park UFSD

Date 9/26/17

DEER PARK UNION FREE SCHOOL DISTRICT
SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this _____ day of _____ 2017 by and between the Board of Education of the **West Islip Union Free School District** (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at **100 Sherman Ave, West Islip, NY 11795** and the Board of Education of the Deer Park Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at **1881 Deer Park Ave., Deer Park, NY 11729.**

W I T N E S S E T H

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, 2017 through June 30, 2018** inclusive, unless terminated earlier as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES**:

1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
 - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
2. The DISTRICT OF LOCATION represents and warrants that services to

students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

C. **COMPENSATION:**

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

The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP attached as Schedule "B" in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. **TERMINATION.**

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

E. **MISCELLANEOUS**

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

To DISTRICT OF RESIDENCE: **West Islip UFSD**
The Michael & Christine Frever
Administration Building
100 Sherman Avenue
West Islip, NY 11795

To DISTRICT OF LOCATION: **James Cummings**
Assistant Superintendent, PPS
Deer Park UFSD
1881 Deer Park Ave.
Deer Park, NY 11729

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.

F. **EXCLUDED/DEBARRED PARTY CLAUSE**

The Vendor/Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event Vendor/Contractor, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Vendor/Contractor will notify the **West Islip UFSD**, in writing, within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, the **West Islip UFSD** reserves the right to immediately cease contracting with the Vendor/Contractor.

If Vendor/Contractor is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The Vendor/Contractor further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,
- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered the Vendor/Contractor will notify the **West Islip UFSD**, in writing, within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, the **West Islip UFSD** reserves the right to immediately cease contracting with the Vendor/Contractor.

DISTRICT OF RESIDENCE

DISTRICT OF LOCATION

By:
President Board of Education
West Islip UFSD

By:
President Board of Education
Deer Park UFSD

Date _____

Date 10/10/17



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

APPROVAL OF THE FOLLOWING 2017-2018 SEDCAR CONTRACTS:

- ❖ Achieve Beyond/Bilinguals
- ❖ ACDS
- ❖ ACLD
- ❖ All About Kids/Mid Island Therapy Associates
- ❖ Anderson Center for Autism
- ❖ Ascent
- ❖ Brookville Center for Children's Services
- ❖ Building Blocks Developmental Pre-School
- ❖ Cleary School for the Deaf
- ❖ Developmental Disabilities, Inc.
- ❖ The Hagedorn Little Village School
- ❖ Henry Viscardi School
- ❖ Just Kids Early Childhood Learning Center
- ❖ Kids in Action of Long Island, Inc.
- ❖ Leeway School
- ❖ Metro Therapy
- ❖ Mountain Lake Academy
- ❖ New England Center for Children, Inc.
- ❖ The New Interdisciplinary School
- ❖ Nassau Suffolk Services for the Autistic
- ❖ NYSARC, Inc. - Suffolk
- ❖ Opportunity Pre-School
- ❖ Suffolk County Department of Social Services