

AGENDA



BOARD OF EDUCATION

December 14, 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

December 14, 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 November 28, 2017 Planning Session.
- VI. **RECOGNITION**
 - A) Athletic
 - Girls Varsity Gymnastics ~ *Aerie Alessi, Kimberly Arena, Emily McGrade, Delaney Rivera, Alyssa Woltmann*
 - Girls Varsity Tennis ~ *Lenna Paulsen*
 - Girls Varsity Soccer ~ *Morgan Iacono, Melissa Khoury, Lauryl Schmidt*
 - Boys Varsity Soccer ~ *Thomas Parson, Josh Young*
 - Girls Varsity Cross Country ~ *Klaire Klemens*
 - Boys Varsity Volleyball ~ *Anthony DiMino*
 - Varsity Football ~ *Anthony Giardina, Kyle Huff, Michael LaDonna, Timothy Mullane, Joseph Rota*
 - Varsity Field Hockey ~ *Hailey Hickey, Riley Wallace*
 - Varsity Boys Golf ~ *Joseph Tammuro*
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
- IX. **REPORT OF BOARD COMMITTEES:**
 - A) Finance Committee {12/12/2017}
 - B) Buildings and Grounds Committee {12/12/2017}
 - C) Safety Committee {12/12/2017}
 - D) Committee on Special Education/Preschool Special Education Recommendations re: classification/placement/I.E.P. modifications of students as delineated {12/14/2017}
 - E) Health and Wellness Committee {12/12/2017}
- X. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- XI. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Health Services Contract
 1. Deer Park UFSD \$4,755.70
 - C) Approval of Contract 2017-2018
 1. South Huntington UFSD
 - D) Approval of Surplus
 1. Science textbooks ~ Beach and Udall



XII. PRESIDENT'S REPORT

- A) Approval of Resolution re: destruction of unused and full ballot booklets
- B) Approval of WISE Memorandum of Agreement

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
November 28, 2017 – District Office**

AGENDA ITEM V.
MINUTES
RM 12/14/2017

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.

The Audit Committee reviewed the audited financial statements for the year ended June 30, 2017 that were presented by the district's auditing firm, R.S. Abrams & Co., LLP.

Motion was made by Scott Brady, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve the minutes of the November 9, 2017 Regular Meeting.

PERSONNEL:

Motion was made by Kevin O'Connor 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): Jaclyn Jacobs, English, effective November 24, 2017 - March 2, 2018 (Udall).

Motion was made by Paul Michaluk seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve **CIVIL SERVICE: PROBATIONARY APPOINTMENT:** Mary Perez, Cafeteria Aide, effective November 29, 2017 (Manetuck, Step 1 replacing C. Robiglio {resigned}).

Motion was made by Ron Maginniss seconded by Paul Michaluk and carried when all Board members present voted in favor to approve **CIVIL SERVICE: RESIGNATION:** Carmela Safina, Senior Account Clerk, effective November 30, 2017 (District Office).

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:** Mary Perez, effective November 29, 2017.

Motion was made by Ron Maginniss seconded by Mike Zotto and carried when all Board members present voted in favor to approve **OTHER: CLUBS/ADVISORS 2017-2018:**

DISTRICTWIDE:

- Combined Band, All District, David Kaufman
(replacing J. Kraus; approved at the October 24, 2017 BoE meeting)
- Director, Jazz Ensemble, David Kaufman
(replacing J. Kraus; approved at the October 24, 2017 BoE meeting)
- Director, Marching/Pep Band, Kevin Miller
(replacing J. Kraus; approved at the October 24, 2017 BoE meeting)
- Jazz Lab, Kevin Miller
(replacing D. Kaufman; approved at the October 24, 2017 BoE meeting)

OTHER – continued

CONCERT HALL MANAGER

Frank Franzone, High School (\$3,525 stipend {pro-rated})
(replacing J. Kraus {approved at the August 10, 2017 BoE meeting})

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): Constance Papayani, effective November 29, 2017; Kristen Papillo, effective November 29, 2017; Tina-Marie Sarnicola, effective November 29, 2017.

Motion was made by Ron Maginniss seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem): Constance Papayani, effective November 29, 2017; Kristen Papillo, effective November 29, 2017; Tina-Marie Sarnicola, effective November 29, 2017.

Motion was made by Mike Zotto seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHING ASSISTANT (\$60 per diem): Constance Papayani, effective November 29, 2017.

Motion was made by Ron Maginniss seconded by Paul Michaluk and carried when all Board members present voted in favor to approve surplus items: 2004 Ford F550 4x4 Dump truck/Vin #: 1FDAF57P14EC57000.

Motion was made by Ron Maginniss seconded by Paul Michaluk and carried when all Board members present voted in favor to approve surplus items: Miscellaneous English Language Arts books and Library Media Center books.

Motion was made by Mike Zotto seconded by Ron Maginniss and carried when all Board members present voted in favor to approve resolution: Bonding for fiscal year ended June 30, 2017 from Unassigned Fund Balance.

Motion was made by Mike Zotto seconded by Ron Maginniss and carried when all Board members present voted in favor to approve resolution: Receipt of Independent Auditor's Report and Corrective Action Plan.

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve resolution: Authorization of refunding the School District Serial Bonds – 2009, including Exhibit A, eight (8) page Refunding Financial Plan.

Motion was made by Mike Zotto, seconded by Scott Brady and carried when all Board members present voted in favor to adjourn to Executive Session at 8:22 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:48 p.m. on motion by Scott Brady, seconded by Kevin O'Connor and carried when all Board members present voted in favor.

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve Attendance Waiver for Student A.

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve the hiring of six permanent substitute teachers at a rate of \$130 per diem, increase Substitute Teacher Pay for regular (certified) substitute teachers to \$130/day after working 30 days in West Islip, and offer professional development (for CTLE credit) to all permanent substitutes and regular substitute teachers who reach the 30-day milestone.

Meeting adjourned at 8:50 p.m. on motion by Annmarie LaRosa, seconded by Kevin O'Connor 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.

DRAFT

PERSONNEL:

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

TEACHERS

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

Celia Field, Special Education
Effective November 27, 2017
(Manetuck)

CIVIL SERVICE

CL-1 SUBSTITUTE NURSE (\$115 per diem)

Anna Maria Cipriano, effective December 15, 2017
Laura Dowsey, effective December 15, 2017

OTHER

CLUBS/ADVISORS 2017-2018

UDALL ROAD MIDDLE SCHOOL

National Junior Honor Society, Julia Cardo
Sets Designer, Justin DeMaio and Shane O'Neill (shared)

HOMEBOUND INSTRUCTOR (\$30/hour)

Constance Papayani, effective November 29, 2017
Kristen Papillo, effective November 29, 2017
Tina-Marie Sarnicola, effective November 29, 2017

SUBSTITUTE TEACHER (\$115 per diem)

Rachel Brielmeier, effective January 18, 2018, *student teacher*
Allison Buser, effective January 18, 2018, *student teacher*
*Theresa Cardello, effective January 18, 2018, *student teacher*
*Talia Carrigan, March 5, 2018, *student teacher*
Amanda Gallagher, effective January 18, 2018, *student teacher*
Karissa Mooney, effective January 29, 2018, *student teacher*
*Jenna Pessoni, effective January 18, 2018, *student teacher*
Oliver Rosales, effective December 15, 2017
Rianna Schwartz, effective January 18, 2018, *student teacher*

PERMANENT SUBSTITUTE TEACHER (\$130 per diem)

Dawn Pizzuto, effective December 18, 2017

SUBSTITUTE TEACHING ASSISTANT (\$85 per diem)

Rachel Brielmeier, effective January 18, 2018
Allison Buser, effective January 18, 2018
*Theresa Cardello, effective January 18, 2018
*Talia Carrigan, March 5, 2018
Amanda Gallagher, effective January 18, 2018
*Jenna Pessoni, effective January 18, 2018
Oliver Rosales, effective December 15, 2017
Rianna Schwartz, effective January 18, 2018

**conditional pending fingerprinting clearance*

AGENDA ITEM XI. B)
INVOICE BUSINESS ITEMS
 RM 12/14/2017

Invoice Date 11/20/2017
 Customer No. 390

Customer / Bill To:
West Islip UFSD Corner of Beach Street & Sherman Avenue West Islip, NY 11795

Remit To:
Deer Park Union Free School District 1881 Deer Park Avenue Deer Park, New York 11729 ATTN: Business Office

Phone	Fax	E-Mail Address	Terms	Invoice Amount
			Due Upon Receipt	4,755.70

Items / Services	Cost Basis	Quantity	Unit Price	Amount
Health Services Health Services for 5 students attending school at Ss. Cyril & Methodius School in Deer Park for the 2017-2018 school year	Yr.	5.00	951.140	4,755.70

TOTAL: 4,755.70

 DETACH HERE AND SEND WITH PAYMENT

West Islip UFSD
 Corner of Beach Street
 & Sherman Avenue
 West Islip, NY 11795

Invoice No. 39344
 Invoice Date 11/20/2017
 Customer No. 390
Total Due: \$4,755.70

Payment Terms: Due Upon Receipt

Mail Payments To:

Deer Park Union Free School District
 1881 Deer Park Avenue
 Deer Park, New York 11729
ATTN: Business Office

Amount Enclosed:

**DEER PARK UNION FREE SCHOOL DISTRICT
DEER PARK, NY 11729**

CONTRACT FOR HEALTH SERVICES

THIS AGREEMENT made in duplicate this 14st day of November 2017 by and between the Board of Education of West Islip UFSD party of the first part, and the Board of Education, Deer Park UFSD, County of Suffolk, NY, party of the second part.

WITNESSETH, that whereas party of the first part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing Health Services for children residing in said school district and attending nonpublic school (SS. Cyril & Methodius School) in Deer Park UFSD, County of Suffolk, New York and to begin on September 1, 2017 and to end on June 30, 2018.

NOW THEREFORE, the said party of the first part hereby agrees to pay to the party of the second part the sum of \$951.14 per pupil for Health Services to be provided to students residing in said and West Islip UFSD attending nonpublic schools in said Deer Park UFSD, County of Suffolk, New York.

And the party of the second part hereby agrees with the party of the first part as follows:

- 1. That the health and welfare services provided under Section 912 shall consist of the following: Nurse Services, Physician Services, School Speech Services, School Psychological Services and School Social Work Services.*

Such services may include, but are not limited to, all services performed by a physician, nurse, school psychologist, school social worker or a school speech services and may also include vision and hearing tests, the taking of medical histories and the administration of emergency care programs for ill or injured pupils.

- 2. The part of the second party will also furnish equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school, which include:*

Supplies and equipment for use by physicians, school nurse, psychologist, social worker and speech (i.e. health record forms, first aid supplies and all other readily transportable equipment and supplies pertaining to delivery of services).

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the Superintendent of Schools.


In Witness Whereof, the parties have hereunto set their hands the day and year above written.

*Trustee/President of
Board of Education*

PARTY OF THE FIRST PART

*Trustee or Clerk of
Board of Education*

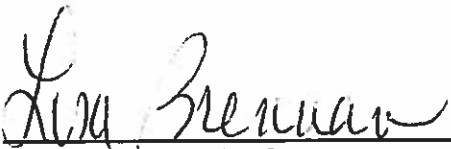
Post Office Address



*Trustee/President of
Board of Education*

PARTY OF THE SECOND PART

**Deer Park Union Free School District
1881 Deer Park Avenue
Deer Park, NY 11729**



*Trustee or Clerk of
Board of Education*



APPROVAL OF SUPERINTENDENT

AGREEMENT

This Agreement is entered into this 1st day of July, 2017 by and between 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., and the South Huntington Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, New York 11746.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

- A. TERM: The term of this Agreement shall be from July 1, 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. If an IEP for any of the students covered by this Agreement was developed by the DISTRICT OF RESIDENCE, and the DISTRICT OF RESIDENCE obtains written parental consent, the DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of the DISTRICT OF LOCATION. The DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by the DISTRICT OF LOCATION's own Committee on Special Education.
 - a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
 2. The services provided by the DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.

3. The DISTRICT OF LOCATION shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
4. Both parties to this Agreement shall comply with the provisions of the New York State Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. If requested, each District shall provide the other with the proof of clearance for employment from the New York State Education Department.
5. The DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The DISTRICT OF LOCATION represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
6. Upon execution of this Agreement, the DISTRICT OF LOCATION shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the DISTRICT OF LOCATION shall immediately notify the DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
7. The DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).
8. The DISTRICT OF LOCATION agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material shall be furnished at such times as are required by the State. The DISTRICT OF LOCATION agrees to provide the State access to all relevant records which the State requires to determine either DISTRICT OF LOCATION's or DISTRICT OF RESIDENCE's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of this Agreement or the performance of obligations under this Agreement. The DISTRICT OF LOCATION agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provision or section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
9. The DISTRICT OF LOCATION agrees to furnish written reports of each pupil's educational progress to DISTRICT OF RESIDENCE. DISTRICT OF LOCATION will render such reports to DISTRICT OF RESIDENCE at any time that such reports are

made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the DISTRICT OF

10. RESIDENCE. At a minimum, all reports shall be furnished at the end of each semester, i.e. January 31st and June 30th. Any and all reports shall be furnished upon termination of this Agreement. The DISTRICT OF LOCATION shall provide such additional information concerning the pupil's progress as may be required by the DISTRICT OF RESIDENCE.
11. The DISTRICT OF LOCATION shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by the DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Upon reasonable prior written notice, the DISTRICT OF LOCATION shall be subject to visitation by the DISTRICT OF RESIDENCE and/or its designated representatives during the normal business hours of the DISTRICT OF LOCATION.
13. The DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
14. The DISTRICT OF LOCATION shall maintain monthly attendance records which shall be submitted to DISTRICT OF RESIDENCE at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
15. The DISTRICT OF RESIDENCE shall request and do its best to obtain written consent from parents or guardians of each student covered by this Agreement to the release of personally identifiable information concerning the child from the DISTRICT OF RESIDENCE to the DISTRICT OF LOCATION.
16. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the DISTRICT OF LOCATION shall promptly give written notice of same to the DISTRICT OF RESIDENCE.
17. The DISTRICT OF LOCATION agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
18. The DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.

19. The DISTRICT OF LOCATION will provide transportation from the nonpublic school to a school in the DISTRICT OF LOCATION and from the DISTRICT OF LOCATION to the student's home if the special education services are provided after the nonpublic school day.

C. COMPENSATION:

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

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

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

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

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

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

D. INDEMNIFICATION:

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

E. CONFIDENTIALITY:

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

agents, clients, and/or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
4. Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

F. REPRESENTATIONS:

1. All employees of DISTRICT OF LOCATION shall be deemed employees of DISTRICT OF LOCATION for all purposes and DISTRICT OF LOCATION alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF LOCATION acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF RESIDENCE. DISTRICT OF LOCATION shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, the DISTRICT OF LOCATION will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. The DISTRICT OF RESIDENCE, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, the DISTRICT OF RESIDENCE will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. The DISTRICT OF LOCATION, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Neither the DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

G. INSURANCE:

1. Each party to this Agreement shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect each party from claims set forth below for which the other may be legally liable, whether such operations be by the other party or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

2. Required Insurance:

- a. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
- b. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- c. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- d. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of each party performed under the contract for the other party. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.

3. Each party shall provide the other with evidence of the above insurance requirements upon execution of the within Agreement. Each party further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects the party to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages the other party sustains as a result of this breach.

H. MISCELLANEOUS

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

To DISTRICT OF RESIDENCE:
Ms. Wendy Duffy
West Islip Union Free School District
100 Sherman Ave.

West Islip, NY 11795

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

2. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the

party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

9. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.

I. AUTHORIZATION TO ENTER INTO AGREEMENT

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

DISTRICT OF RESIDENCE

By: _____

West Islip Union Free School District

Date: _____

DISTRICT OF LOCATION

By:  _____

South Huntington JFSD

Date: 11/18/17



West Islip Public Schools

Brian Taylor

Director of Science K-12 and Engineering Technology

To: Wendy Duffy
From: Brian Taylor
Date: December 5, 2017
Re: Obsolete Items

Below please find a list of items that I am asking the Board of Education to find obsolete, due to the reason listed in parentheses. The number in bold and in parentheses next to the ISBN number is the number of each unit to be excessed.

- Science books at Udall Rd. M. S. (no longer in use)
 - Heredity – ISBN # 9780139811272 (5)
 - Electricity and Magnetism – ISBN # 9780134344850 (24)
 - Inside Earth – ISBN # 9780134344898 (30)
 - Cells and Heredity – ISBN # 9780134344799 (28)
 - Chemistry and Matter – ISBN # 9780139810855 (3)
 - Sound and Light – ISBN # 9780139811432 (100)
 - Cells Building Blocks of Life – ISBN # 9780139773648 (161)
 - Ecology Earth's Living Resource – ISBN # 9780139773495 (142)
 - Parade of Life – ISBN # 9780139798733 (5)
- Science books at Beach St. M. S. (no longer in use)
 - Physical Science: Matter & Energy- ISBN # 08359028781 (14)
 - Physical Science: Chemical Changes- ISBN # 0835902846 (8)
 - Physical Science: Electricity & Magnetism- ISBN # 0835902862 (8)
 - Introduction to Science & Technology- ISBN #9780547589343 (2)
 - Physical Science- ISBN #1556757441 (11)
 - Life Science- ISBN #0139821252 (43)
 - Electricity and Magnetism- ISBN #9780078778384 (20)
 - Discovery Works- ISBN #0382416392 (6)
 - Concepts & Challenges in Physical Science- ISBN #0870654667 (4)

If you have any questions or concerns, please let me know.

Cc: Dr. Anne Rullan

“Learning is our work.”

RESOLUTION

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby approves the destruction of unused ballots and full ballot booklets not used at the May 16, 2017 election.