

AGENDA

Go the Extra



MILE

P.S. I LOVE YOU DAY 2018

BOARD OF EDUCATION

February 8, 2018

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

February 8, 2018

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 January 23, 2018 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF COMMITTEES:**
 - A) Finance Committee {2/6/2018}
 - B) Education Committee {2/8/2018}
 - C) Buildings and Grounds Committee {2/6/2018}
 - D) Committee on Special Education/Preschool Special Education Recommendations re: classification/placement/I.E.P. modifications of students as delineated {2/8/2018}
 - E) Policy Committee {2/6/2018}
First Reading: No. 7122.2 Release Time of Students
No. 7224 Community Service
- IX. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- X. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Health Services Contract
 - 1. East Islip School District \$2,123.98
 - C) Approval of Contracts
 - 1. Lindenhurst UFSD 2016-2017
 - 2. Lindenhurst UFSD 2017-2018
- XI. **PRESIDENT'S REPORT**
 - A) Approval of UPSEU Memorandum of Agreement
- XII. **SUPERINTENDENT'S REPORT**
- XIII. **NOTICES/REMINDERS**



XIV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

XV. INVITATION TO THE PUBLIC - *The public, at this time, is cordially invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards only. (Name and address required) ~ 20 minute time limit*

XVI. EXECUTIVE SESSION - *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session in the District Office Board Room to consider any items for which a vote is required.*

XVII. CLOSING - Adjournment

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
January 23, 2018 – District Office**

AGENDA ITEM V.
MINUTES
RM 2/8/2018

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

ABSENT: Mr. Michaluk

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

ABSENT: None

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

Sue Huscilowitc, Director of Instructional Technology, distributed Chromebooks to Board members and provided a brief overview.

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 January 11, 2018 Regular Meeting.

Gary Robertson of BBS Architecture & Engineering and John Engberg of School Construction Consultants reviewed the vestibule plans for schools.

PERSONNEL:

Motion was made by Mike Zotto seconded by Ron Maginniss and carried when all Board members present voted in favor to approve **TEACHER: CHILD-BEARING LEAVE OF ABSENCE (paid):** Maria Kaminsky, American Sign Language, effective January 16, 2018 (High School; change of effective date).

Motion was made by Mike Zotto seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve **TEACHER: REGULAR SUBSTITUTE:** Erin Meade, Special Education, effective January 30, 2018 to June 30, 2018 (Bayview; Step 1A⁴; replacing M. Umstatter-Sanchez {leave of absence}).

Motion was made by Kevin O'Connor seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve **CIVIL SERVICE: PROBATIONARY APPOINTMENT:** Kelly Omland, Special Education Aide, effective January 24, 2018 (Paul J. Bellew; Step 1; new position).

Motion was made by Mike Zotto seconded by Ron Maginniss and carried when all Board members present voted in favor to approve **CIVIL SERVICE: RESIGNATION:** Jennifer Dolan, Special Education Aide, effective January 23, 2018 (Oquenock).

Motion was made by Kevin O'Connor seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve **OTHER: ADULT EDUCATION SPRING 2018:**

Susan Batzar, (Computer) \$35/hr.

Lenny Butler, (Community CPR/First Aide) \$30/hr.

Jake Caramico, (How Money Works) no fee to West Islip

Jason Cohen (Impact Testing) \$150 per session

Steve Cottral, (About Boating Safety) no fee to West Islip

Kim Crichton, (Pilates, Qigong, Iyengar Yoga, Fitness Mix) \$30/hr.

James Grover, (Basketball) \$35/hr.

Matthew Haszinger, (Volleyball) \$30/hr.

OTHER - continued

ADULT EDUCATION SPRING 2018:

Phyllis Hintze, (Ballroom Dancing) \$30/hr.
Jennifer Keller, (Mahjong For All) \$25/hr.
Bruce Lieberman, (Defensive Driving) no fee to West Islip
Jane Loehle, (Acquacise) \$35/hr.
Alexandra Prieto, (Zumba) \$30/hr.
Alyssa Marie Sobel, (Volleyball) \$30/hr.
Robert Watts, (Introduction to Guitar/Piano) \$30/hr.
Jeanmarie Wilson, (College Planning & Parenting Workshop) \$35/hr.

Motion was made by Mike Zotto seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem):

Jesse Cohen, effective January 24, 2018
Thomas Nofi, effective January 24, 2018
Daniella Rosa, effective January 24, 2018
Nicole Schoppmann, effective January 24, 2018
Taylor Sloan, effective January 24, 2018

Motion was made by Kevin O'Connor seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: PERMANENT SUBSTITUTE TEACHER (\$130 per diem):

Jennifer Dolan, effective January 24, 2018 through June 22, 2018
Paige Fogarty, effective January 24, 2018 through June 22, 2018
Daniel Sarfin, effective January 24, 2018 through June 22, 2018
Victoria Sidorski, effective January 24, 2018 through June 22, 2018
Daniel Sliwowski, effective January 24, 2018 through June 22, 2018

Motion was made by Mike Zotto seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHING ASSISTANT (\$85 per diem):
Daniella Rosa, effective January 24, 2018.

Motion was made by Ron Maginniss seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve surplus items: TI-84+ Calculators ~ High School.

Motion was made by Kevin O'Connor seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve donation: Box Tops for Education – Manetuck - \$678.30.

Motion was made by Mike Zotto seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Change Order - Inshallah Mechanical Corp./Change Order No. 2 – High School - \$22,883.50.

Motion was made by Mike Zotto seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve Bid #1716 - Cassone Trailer & Container Company.

Motion was made by Scott Brady seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Memorandum of Agreement - WISE re: Additional Duties.

Motion was made by Kevin O'Connor seconded by Scott Brady and carried when all Board members present voted in favor to approve Memorandum of Agreement - WITA re: 1/6th compensation.

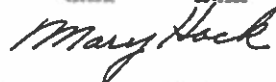
Motion was made by Scott Brady seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve Memorandum of Agreement #2 - WITA.

Motion was made by Kevin O'Connor, seconded by Scott Brady and carried when all Board members present voted in favor to adjourn to Executive Session at 8:49 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:56 p.m. on motion by Scott Brady, seconded by Kevin O'Connor and carried when all Board members present voted in favor.

Meeting adjourned at 8:57 p.m. on motion by Ron Maginniss, 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:

TEACHERS

T-1 CHILD-REARING LEAVE OF ABSENCE (unpaid)

Jaclyn Jacobs, English
Effective March 5, 2018 – June 30, 2018
(Udall)

T-2 REGULAR SUBSTITUTE

Nikki Caputi, Elementary
Effective February 5, 2018 – June 30, 2018
(Paul J. Bellew; Step 1¹ {pro-rated})

Deidra O'Brien, English
Effective February 15, 2018 – June 30, 2018
(Udall; Step 1A⁴{pro-rated}; replacing J. Jacobs {leave of absence})

CIVIL SERVICE

CL-1 RESIGNATION

Linda Daniels, Part Time Food Service Worker
Effective February 8, 2018
(Paul J. Bellew)

CL-2 RETIREMENT

Anne Kuhlwilm, Senior Clerk Typist
Effective February 27, 2018
(28.41 years)

CL-3 CHANGE IN TITLE

Alexandra McClenahan, Teacher Aide
Effective February 9, 2018
(Bayview; Step 2; change from Special Education Aide; replacing D. Federico {Clerk Typist})

CL-4 PROBATIONARY APPOINTMENT

Linda Daniels, Special Education Aide
Effective February 9, 2018
(Oquenock; Step 1; new position)

Colleen Guimaraes, Special Education Aide
Effective February 9, 2018
(Oquenock; Step 4; replacing J. Dolan {Permanent Building Sub})

OTHER

CLUBS/ADVISORS 2017-2018

HIGH SCHOOL

Jazz Lab, Avery Yurman

OTHER, continued

2018 SPRING HIGH SCHOOL COACHES

BASEBALL

Shawn Rush, Varsity Coach
Dick Zeitler, Assistant Varsity Coach
Michael LaCova, J.V. Coach
Joseph LaCova, Varsity/J.V. Volunteer
Andrew Sesto, Varsity/J.V. Volunteer

SOFTBALL

Courtney Wilson, Varsity Coach
Alexa Donofrio, Assistant Varsity Coach
Colleen Reilly, J.V. Coach
Kim Raimondi-Rinyu, J.V. Volunteer Coach

BOYS TRACK

Jeremy Robertson, Varsity Coach
John Lavery, Assistant Varsity Coach
Daniel Fannon, Varsity Volunteer Coach

GIRLS TRACK

Michelle Studley-Broderick, Varsity Coach
Michael Distefano, Assistant Varsity Coach

BOYS LACROSSE

Scott Craig, Varsity Coach
William Turri, Assistant Varsity Coach
Thomas Corcoran, Varsity Volunteer Coach
Anthony Pellati, Varsity Volunteer Coach
Sean McAleavey, J.V. Coach
Michael Delgado, Assistant J.V. Coach

GIRLS LACROSSE

Joseph Nicolosi, Varsity Coach
Brian Cameron, Assistant Varsity Coach
James Dooley, J.V. Coach
Stacy Piropato, Assistant J.V. Coach

BOYS TENNIS

George Botsch, Varsity Coach
Norman Wingert, J.V. Coach

GIRLS GOLF

Thomas Loudon, Varsity Coach

2018 SPRING MIDDLE SCHOOL COACHES

BASEBALL

Kevin Osburn, 7-8 Udall Coach
Frank Riviezzo, Udall Volunteer
Steve Mileti, 7-8 Beach Coach
Larry Plompen, Beach Volunteer

OTHER, continued

2018 SPRING MIDDLE SCHOOL COACHES, continued

SOFTBALL

Robert Weiss, 7-8 Udall Coach
Edward Jablonski, 7-8 Beach Coach

BOYS TRACK

Kevin Murphy, 7-8 Udall Coach
Chris Salerno, 7-8 Beach Coach

GIRLS TRACK

Tara Annunziata, 7-8 Udall Coach
Lindsay Morgan, 7-8 Beach Coach

BOYS LACROSSE

Greg Schmalenberger, 7-8 Udall Coach
Dennis J. Coleman, Assistant Udall Coach
Michael Perrone, 7-8 Beach Coach

GIRLS LACROSSE

Kelly Weisenseel, 7-8 Udall Coach
Kristie Ferruzzi, Assistant Udall Coach
Toniann Riportella, 7-8 Beach Coach
Cara Douglas, Assistant Beach Coach

BOYS AND GIRLS SWIMMING

Tom Bruder, 7-8 Udall/Beach Boys and Girls Coach
John Luquer, Assistant Udall/Beach Boys and Girls Coach

BOYS TENNIS

JoAnne Orehosky, 7-8 Udall/Beach Coach

INSTRUCTIONAL SWIM AND FAMILY SWIM PROGRAM 2017-2018

LIFEGUARD (\$12 per hour)
Nicholas Monaco

HOMEBOUND INSTRUCTOR (\$30/hour)

Jessica Cichy, effective January 26, 2018

SUBSTITUTE TEACHER (\$115 per diem)

Jessica Cichy, effective January 26, 2018
Rosa Contos, effective January 23, 2018

7122.2

SUBJECT: RELEASE TIME OF STUDENTS

Written requests from the parent/guardian for the release of students generally will be honored. The appropriate time and reason for absence shall be recorded on the attendance record, using the procedures mandated by the state.

The building principal shall assume this responsibility or shall designate an individual to review and approve all requests.

Release Time During School Lunch

High school seniors may be permitted to leave school during the lunch period, subject to rules and regulations established and enforced by the Superintendent to assure:

- a) That students have parental permission to leave school grounds during the period;
- b) That the students exit in an orderly fashion, obey driving rules, and return promptly for classes.

This privilege may be rescinded for a senior or group of seniors who loiter in a public place, commit a public nuisance, or do not observe the school established rules.

Release Time During the School Day

When a senior has fulfilled all graduation requirements, they may be granted the privilege of ~~arriving to school after first period or allowed to leave leaving~~ school property after seventh (7th) period. Other students who are scheduled for a study period for the final period of the school day may be granted this privilege to participate in an approved and verified work study program or verified student employment.

The administration shall ensure that:

- a) Students have parental permission to arrive late ~~or~~ leave school grounds early;
- ~~b) Students have a good attendance history;~~
- c) Seniors are carrying a minimum course load of ~~56.5~~ 56.5 credits plus physical education, and sufficient credits to qualify for graduation;
- ~~b) d) Students have a verifiable paid or unpaid work reason or career connection (ex. job coaching, internship);~~
- ~~c) e) The entering and exiting of school property will be conducted in an orderly manner, and students do not loitering of the released students on, or near, school property will be permitted.~~

Students granted the privilege to arrive late or leave early shall not be provided with bus transportation to/from school.

8 New York Code of Rules and Regulations
(NYCRR) Section 109.2

SUBJECT: COMMUNITY SERVICE

The Board of Education desires that students shall become concerned, connected and contributing members of the West Islip community, and the world-at-large. To this end, it is expected that all students engage in community service as a requirement for graduation. Those to establish a diploma endorsement for students who have completed one hundred or more hours of community service during their high school careers shall receive a diploma endorsement. ~~It Those who qualify for the Century Club~~ and will be recognized with a seal that will be affixed to their diplomas, ~~as well~~ and through notations on their official high school transcript and in the graduation program.

Regulations will be developed to guide the Community Service and Involvement Program (CSIP).

Issue Date

01/12/2018

East Islip District Office
1 Craig B. Gariepy Ave.
Islip Terrace, NY 11752-2820

Invoice Number

AGENDA ITEM X. B)
 BUSINESS ITEMS
 RM 2/8/2018

INVOICE

Issued To:

WEST ISLIP UFSD
 BEACH STREET & SHERMAN AVENUE
 WEST ISLIP, NY 11795

000132

Item Number	Item Description	Amount
	Health Services	
	Cost of providing Health Services to residents who attend St. Mary's School located in the East Islip School District for the 2017-2018 school year. 2.0000 @ 1,061.9900 per STUDENT	2,123.98
Invoice Total		2,123.98

Please make checks payable to : EAST ISLIP SCHOOL DISTRICT
 Forward your check to: Maria Brabender, Treasurer
 East Islip Schools
 Craig B Gariepy Avenue
 Islip Terrace, NY 11752

THIS OFFICE MUST RECEIVE ALL CHECKS WITHIN 10 DAYS FROM THE POSTMARKED DATE. THIS WILL INSURE YOUR CONTINUED COVERAGE.

Original

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 11th day of January, 2018 by and between the BOARD OF EDUCATION, EAST ISLIP SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT PROVIDING SERVICES"), as the party of the first part, having its principal place of business at 1 Craig B. Gariepy Avenue, Islip Terrace, NY, and the BOARD OF EDUCATION OF THE WEST ISLIP SCHOOL DISTRICT ("hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") as the party of the second part, having its principal place of business at Beach St. & Sherman Avenue, West Islip, NY 11795.

WITNESSETH

WHEREAS, the School Districts who are the parties to this Agreement are duly empowered by Section 912 of the Education Law to enter into a contract for the purpose of providing and/or receiving health and welfare services;

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

1. DEFINITIONS: For the purposes of this Agreement,
 - a. "SCHOOL DISTRICT PROVIDING SERVICES" shall mean the School District in which the nonpublic school which has requested health and welfare services is located.
 - b. "SCHOOL DISTRICT RECEIVING SERVICES" shall mean the School District that is contracting for health and welfare services for its resident students who attend a nonpublic school located within the SCHOOL DISTRICT PROVIDING SERVICES.
2. This Agreement shall take effect on the 6th day of September 2017, for the period of September 6, 2017 through June 30, 2018, and terminate on June 30, 2018, unless terminated earlier in accordance with the terms set forth herein.
3. If requested by a nonpublic school located within the SCHOOL DISTRICT PROVIDING SERVICES, such School District shall provide health and welfare services to the pupils who attend such non-public school equivalent to the health and welfare services that it provides to the public school pupils enrolled in the SCHOOL DISTRICT PROVIDING SERVICES. Such services shall consist of, but not limited to the following:

- a. Nurse Services
- b. Physician/Dental Services
- c. School Speech Correction Services*
- d. School Psychological Services*
- e. School Social Work Services
- f. Examinations for Participants in Athletics
- g. Notification of Parents Regarding Defect and Follow-Up
- h. Visions and Hearing Tests
- i. First Aid Supplies and Health Record Forms
- j. Provision of Medical Equipment such as Audiometers and Mechanical Vision Testers Required by School Nurse/Physician

The services set forth above may be rendered on nonpublic school premises except for school psychological and speech correction services as further described below.

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

In addition to the requested services described above, the SCHOOL DISTRICT PROVIDING SERVICES shall provide the following health and welfare services *without the requirement that the non-public school request such services*: (1) immunization mandates set forth in Sections 2164 and 2165 of the New York State Public Health Law and 10 NYCRR Sections 66-1 and 66-2; and (2) vision screening services to all new admissions within six (6) months of enrollment pursuant to Section 905(4) of the Education Law.

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

It is expressly understood and agreed between the parties that (1) the SCHOOL DISTRICT PROVIDING SERVICES may not provide such services to pupils attending nonpublic schools that are not available to the public school students enrolled in the SCHOOL DISTRICT PROVIDING SERVICES; and (2) *the services to be provided pursuant to this Agreement shall not include any teaching service.*

4. The SCHOOL DISTRICT PROVIDING SERVICES warrants that such health care services (1) will be provided by licensed health and welfare providers; (2) shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable; and (3) will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, and regulations, including, Section 912 of the Education Law, and the student's Individualized Education Plan ("IEP"), if applicable. The SCHOOL DISTRICT PROVIDING SERVICES shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations and orders.

5. The SCHOOL DISTRICT PROVIDING SERVICES understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and ordinances, with respect to the services herein described.

6. In full consideration for the services to be rendered by the SCHOOL DISTRICT PROVIDING SERVICES to the SCHOOL DISTRICT RECEIVING SERVICES for the period of this Agreement, upon presentation of an invoice by the SCHOOL DISTRICT PROVIDING SERVICES evidencing the allocation of such costs in accordance with the terms set forth herein, the SCHOOL DISTRICT RECEIVING SERVICES will pay the SCHOOL DISTRICT PROVIDING SERVICES at the rate of \$1,061.99 per student for the period of September 2017 through June 2018.

7. THE SCHOOL DISTRICT PROVIDING SERVICES shall immediately notify the SCHOOL DISTRICT RECEIVING SERVICES if a student is no longer receiving the services described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.

8. The SCHOOL DISTRICT RECEIVING SERVICES shall obtain whatever releases or other legal documents that are necessary in order that the SCHOOL DISTRICT PROVIDING SERVICES may render full and complete performance of

the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on the SCHOOL DISTRICT RECEIVING SERVICES.

9. Both parties to this Agreement agree to provide the State access to all relevant records which the State requires to determine either the SCHOOL DISTRICT PROVIDING SERVICES'S or the SCHOOL DISTRICT RECEIVING SERVICES'S compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. Both parties further agree to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.

10. Both parties to this Agreement understand that they may receive and or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

11. Both parties to this Agreement, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they 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. It is further agreed that any information received by the parties, their employees and/or agents in connection with this Agreement, which concerns the personal, financial, or other affairs of their employees, agents, clients and/or students will be treated by the parties, their employees and agents in full confidence and will not be revealed to any other persons, firms or organizations. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").

12. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party in accordance with the Education Law. In the event of such termination, the parties will adjust the accounts due and the SCHOOL DISTRICT PROVIDING SERVICES will undertake no additional expenditures not already provided. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the SCHOOL DISTRICT RECEIVING

SERVICES must be completed by the SCHOOL DISTRICT PROVIDING SERVICES, its employees, and/or agents within thirty (30) days of the termination date.

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

14. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

THE EAST ISLIP SCHOOL DISTRICT
1 Craig B. Gariepy Avenue
Islip Terrace, NY 11752
Attention: Mr. Stephen D. Harrison

THE WEST ISLIP SCHOOL DISTRICT
Beach St. & Sherman Avenue
West Islip, NY 11795
Attention: Ms. Wendy Duffy

15. The parties shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the non-assigning party.

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

17. This Agreement constitutes the full and complete Agreement between the SCHOOL DISTRICT PROVIDING SERVICES and the SCHOOL DISTRICT RECEIVING SERVICES and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.


18. The undersigned representative of the SCHOOL DISTRICT RECEIVING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT RECEIVING SERVICES with full

legal rights, power, and authority to enter into this Agreement on behalf of the SCHOOL DISTRICT RECEIVING SERVICES and bind the SCHOOL DISTRICT RECEIVING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT RECEIVING SERVICES in accordance with terms.

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

20. This Agreement is subject to approval by the Board of Education, by resolution duly approved.

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

By: 
SUPERINTENDENT OF SCHOOLS,
EAST ISLIP SCHOOL DISTRICT

Date: 11/17/18

By: 
PRESIDENT OF THE BOARD OF EDUCATION
EAST ISLIP SCHOOL DISTRICT

Date: 11/17/18

By: _____
SUPERINTENDENT OF SCHOOLS,
WEST ISLIP SCHOOL DISTRICT

Date:

By: _____
PRESIDENT OF THE BOARD OF EDUCATION
WEST ISLIP SCHOOL DISTRICT

Date:

SPECIAL EDUCATION SERVICES CONTRACT

THIS AGREEMENT is entered into this ____ day of _____, 20____ 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 Avenue, West Islip, New York 11795 and the **LINDENHURST UNION FREE SCHOOL DISTRICT** (hereinafter the "DISTRICT OF LOCATION", having its principal place of business for the purpose of this Agreement at 350 Daniel Street, Lindenhurst, New York 11757.

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 **September 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. 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 either pursuant to the terms of this Agreement, or pursuant to an agreement, in writing, signed by authorized representatives from both parties. 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. The DISTRICT OF LOCATION 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, the DISTRICT OF LOCATION shall provide the DISTRICT OF RESIDENCE 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 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. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the DISTRICT OF RESIDENCE to terminate this Agreement. 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 2 CFR Part 200, 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 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.
10. 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.
11. 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.
12. The DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
13. 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.
14. 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.
15. 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.
16. 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.

17. The DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule "A" of the Agreement with transportation to and from school.
18. 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.
4. The DISTRICT OF RESIDENCE shall give the DISTRICT OF LOCATION notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. INDEMNIFICATION:

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.

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 confidentially 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 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 FERPA 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 is retained by DISTRICT OF RESIDENCE only for the purposes and to the extent set forth in this Agreement, and its relationship to DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be that of 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. 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 Workers Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

G. INSURANCE:

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

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:

DISTRICT OF RESIDENCE:

Wendy Duffy, Assistant Superintendent for Business
West Islip Union Free School District
100 Sherman Avenue
West Islip, New York 11795

DISTRICT OF LOCATION:

Grace Chan, Assistant Superintendent for Business
Lindenhurst Union Free School District
350 Daniel Street
Lindenhurst, New York 11757

2. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes any 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 affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder 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 Suffolk, 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. 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.
9. 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.

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:

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: _____

President, Board of Education

Date: _____

DISTRICT OF LOCATION:

LINDENHURST UNION FREE SCHOOL DISTRICT

By: _____

Donna Hochman
President, Board of Education

Date: _____

SPECIAL EDUCATION SERVICES CONTRACT

THIS AGREEMENT is entered into this ____ day of _____, 20__ 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 Avenue, West Islip, New York 11795 and the LINDENHURST UNION FREE SCHOOL DISTRICT (hereinafter the "DISTRICT OF LOCATION", having its principal place of business for the purpose of this Agreement at 350 Daniel Street, Lindenhurst, New York 11757.

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 September 1, 2017 through ~~June 30, 2018~~ ^{December 22, 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. 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 either pursuant to the terms of this Agreement, or pursuant to an agreement, in writing, signed by authorized representatives from both parties. 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.

* Student returned to West Islip School District

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. The DISTRICT OF LOCATION 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, the DISTRICT OF LOCATION shall provide the DISTRICT OF RESIDENCE 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 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. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the DISTRICT OF RESIDENCE to terminate this Agreement. 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 2 CFR Part 200, 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 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.
10. 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.
11. 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.
12. The DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
13. 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.
14. 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.
15. 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.
16. 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.

17. The DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule "A" of the Agreement with transportation to and from school.
18. 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.
4. The DISTRICT OF RESIDENCE shall give the DISTRICT OF LOCATION notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. INDEMNIFICATION:

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.

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 confidentially 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 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 FERPA 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 is retained by DISTRICT OF RESIDENCE only for the purposes and to the extent set forth in this Agreement, and its relationship to DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be that of 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. 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 Workers Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

G. INSURANCE:

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

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:

DISTRICT OF RESIDENCE:

Wendy Duffy, Assistant Superintendent for Business
West Islip Union Free School District
100 Sherman Avenue
West Islip, New York 11795

DISTRICT OF LOCATION:

Grace Chan, Assistant Superintendent for Business
Lindenhurst Union Free School District
350 Daniel Street
Lindenhurst, New York 11757

2. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes any 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 affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder 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 Suffolk, 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. 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.
9. 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.

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:

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: _____

President, Board of Education

Date: _____

DISTRICT OF LOCATION:

LINDENHURST UNION FREE SCHOOL DISTRICT

By: _____

Donna Hochman
President, Board of Education

Date: _____

1/17/18

MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the Board of Education, West Islip Union Free School District ("District") and United Public Service Employees Union ("UPSEU"), expiring June 30, 2016, shall remain in full force and effect.

This Memorandum shall be subject to ratification by the Board of Education and the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

1. **Term:** July 1, 2016 to June 30, 2020.
2. **Article IV, Paragraph A:** Delete and replace with:

Effective July 1, 2016: The 2015-16 salaries shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2015, with a minimum of 1% and a maximum of 2% (i.e., 1% based upon a levy limit of 0.12%). Effective July 1, 2016, top step of the salary schedules shall be increased by .5% which shall be in addition to the 1% increase.

Effective July 1, 2017: The 2016-17 salaries shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2016, with a minimum of 1% and maximum of 2% (i.e., 1.26%).

Effective July 1, 2018: The 2017-18 salaries shall be increased by the State-issued tax levy limit upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2017, with a minimum of 1% and a maximum of 2% (i.e., 2%).

Effective July 1, 2019: The 2018-19 salaries shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2018, with a minimum of 1% and a maximum of 2%.

3. **Article IV, Paragraph B:**

Add a new last sentence to Paragraph 1: "Employees who have completed twenty-five (25) or more years of service as of July 1, shall receive an additional \$850 non-cumulative longevity increment."

Add a new last sentence to Paragraph 2: "Employees who have completed twenty-five (25) or more years of service as of July 1, shall receive an additional \$610 non-cumulative longevity increment."

4. **Article IV, Paragraph C:** Add after the first sentence in Paragraph 2(d): "Effective July 1, 2017 such differential shall be increased to \$700. Effective July 1, 2019 such differential shall be increased to \$800."

Add a new Paragraph 2(f) as follows: "Effective July 1, 2017 the Custodial Worker III shall receive an annual differential of \$300."

Add a new Paragraph 2(g) as follows: "Effective July 1, 2017 the Head Grounds III, Head Maintenance Mechanic IV and the Chief Custodian-District Wide shall receive an annual differential of \$500."

5. **Article V, Paragraph A(4):** Delete and replace with:

The District at its discretion shall be permitted to require all unit employees to record when arriving at and/or leaving the workplace, using a system as determined by the District, except that use of a biometric recognition system (i.e. fingerprint or retinal scan) may only be implemented with agreement of the parties.

6. **Article V, Paragraph B (3):** Add to the end of the sentence ", as well as work on Saturdays and Sundays."

7. **Article VI:** Add after the third sentence:

Commencing with the 2016-17 school year, part-time cafeteria workers shall be entitled to three (3) holidays with pay per year. Commencing with the 2018-19 school year, part-time cafeteria workers shall be entitled to four (4) holidays with pay per year.

8. **Article VII, Paragraph E(1):** Add a new last sentence: "Beginning July 1, 2018, employees with twenty (20) or more years of service in the District shall be entitled to twenty-two (22) days of paid vacation."

9. **Article VII, Paragraph E(3)(e):** Add:

Vacation requests submitted by members of the operations staff thirty (30) or more days in advance shall be subject to the approval of the employee's immediate supervisor. The employee's immediate supervisor shall consider the appropriate levels of coverage necessary prior to granting or denying the vacation request.

For vacation requests made on fewer than thirty (30) days' notice, the immediate supervisor may reject the request, however, the Director of Facilities shall maintain the ultimate authority to determine whether to grant the request.

For the purposes of this article, the immediate supervisor shall be: the Building Chief, and, if there is no Building Chief, the Head Custodian for custodians; the Grounds III position for grounds employees; and the Maintenance Mechanic IV position for maintenance employees.

10. **Article VIII, Paragraph C:** Delete in the last sentence the words: "who work at least four hours per day".

11. **Article IX Insurance, Paragraph B:** Delete the last paragraph and replace with:

Effective July 1, 2016, the District shall contribute \$957.96 per participant per year toward dental insurance coverage for those employees of the unit eligible for health insurance coverage. Effective July 1, 2017 such contribution shall be \$993.96. Effective July 1, 2018 such contribution shall be \$1,017.96. Effective July 1, 2019, and continuing thereafter such contribution shall be \$1,041.96.

12. **Article IX Insurance, Paragraph D:** Delete from the second paragraph, third sentence ".22/\$100," and replace with ".28/\$100."

13. **Article XV:** Delete "One (1) time per year" from the first sentence of the first paragraph and replace with "Three (3) times per year." Add after the words "and shall occur during" the words "the school year in which such compensatory time is earned or" Delete the last sentence of first paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 9th day of JANUARY, 2018.

WEST ISLIP UNION FREE
SCHOOL DISTRICT

By: Bernadette M. Burns
Bernadette M. Burns
Superintendent of Schools

UNITED PUBLIC SERVICE
EMPLOYEES UNION

By: Kevin E. Boyle, Jr.
Kevin E. Boyle, Jr.
President

Negotiating Team

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