

AGENDA



winter

BOARD OF EDUCATION

January 6, 2022

Virtual Meeting

<https://www.youtube.com/channel/UCInC1t7GDFiVwAmYh3BfTEQ/videos>

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
January 6, 2022

Virtual Meeting

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **DISCUSSION**
 - A) Public Hearing on the Smart Schools Preliminary Investment Plan Phase Two
- V. **INVITATION TO PUBLIC** - *Due to the virtual nature of the meeting, public questions and comments will be accepted at wi.officeofsuperintendent@wi.k12.ny.us or boe@wi.k12.ny.us.*
- VI. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the December 9, 2021 Regular Meeting.
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
 - A) Approval of Course Title Change
 1. Music Technology to Music Technology and Innovation Lab
- IX. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {1/4/2022}
 - B) Finance Committee {1/4/2022}
 - C) Buildings & Grounds Committee {1/4/2022}
 - D) Special Education Committee {1/5/2022}
 - G) Health and Wellness {1/4/2022}
- X. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- XI. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Surplus
 1. Damaged furniture and materials - Masera
 - C) Approval of Health Services Contract
 1. East Islip UFSD ~ \$2,051.96
 - D) Approval of 2021-2022 Special Education Contracts
 1. Babylon UFSD
 2. Half Hollow Hills CSD
 - E) Approval of Resolution
 1. Donation of aluminum sheet, plate and steel bar from Robert Islodi @ CPI Aerostructures, Inc.
→ WIHS – Engineering Technology \$1,500 approximate value
- XII. **PRESIDENT'S REPORT**
- XIII. **SUPERINTENDENT'S REPORT**
- XIV. **NOTICES/REMINDERS**
- XV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

- XVI. **INVITATION TO PUBLIC** – *Due to the virtual nature of the meeting, public questions and comments will be accepted at wi.officeofsuperintendent@wi.k12.ny.us or boe@wi.k12.ny.us.*
- 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 to consider any items for which a vote is required.*
- XIII. **CLOSING** - Adjournment

**REGULAR MEETING OF THE BOARD OF EDUCATION
December 9, 2021 – Beach Street Middle School**

PRESENT: Mr. Tussie, Mr. Antonello, Mrs. Brown, Mr. Compitello, Mr. Maginniss (arrived 7:35 p.m.),
Mr. McCann

ABSENT: Mrs. LaRosa

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

ABSENT: None

ATTORNEY: Mr. Volz

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

ANNOUNCEMENTS:

Mr. Tussie thanked the High School Orchestra for their beautiful performance.

Mr. Tussie addressed the audience regarding his daughter's attendance at a non-district event when she was quarantined. Mr. Tussie apologized and hopes to continue to work with the community to ensure the best education for students.

Mr. Tussie announced that at the 11/23/2021 Planning Session the Board approved and accepted a Memorandum of Agreement with WIASA and articulated the terms: 7/1/2022 - 7/1/2025; insurance contribution will increase to 20%; the orthodontic maximum will increase to \$3,000; building principals will receive a \$10,000 increase to their base salary and other unit members will receive an \$8,000 increase; subsequent years of the contract will increase based on the CPI with a minimum of 1% and a maximum of 2%; terminal pay will increase to \$50,000; and career increments will increase to \$6,000.

Mr. Tussie announced that an update on the Masera Advisory Committee will be addressed by Mr. McCann during the Buildings and Grounds update.

Mr. Tussie announced that the West Islip Boys Soccer Team won the State Championship and congratulated the coaches, players and parents.

APPROVAL OF MINUTES

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve the amended minutes of the November 4, 2021 Regular Meeting and the minutes of the November 23, 2021 Planning Session.

RECOGNITION

West Islip Soccer Team ~ Coaches Ed Pieron and Brian Cameron
Joseph Blackton, Jacob Cascio, Nicholas Castellino, Jack Delli-Pizzji, John Fucci, Derek Gildar Vincent Grieco, Lucas Iacono, Matthew Kessler, Michael Krupski, Christopher Laino, Dylan Latargia, Aidan Lodie, Craig Marino, Brendan McMahon, Aidan McNally, Jesse Palmer-Combs, Vincent Puglisi, Aiden Richter, Zachary Siano, Noel Silva, Jack Stefanak, Joseph Washington

West Islip Association of School Administrators ~ Andrew O'Farrell , President

PERSONNEL:

Mr. Brian Taylor asked for a motion to approve the 12/9/2021 Personnel Agenda as listed in the backup.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the 12/9/2021 Personnel Agenda as listed:

<u>CIVIL SERVICE</u>	
CL-1	<u>PROBATIONARY APPOINTMENT</u> *Lauren Kasaba, Cafeteria Aide Effective December 13, 2021 (Paul J. Bellew; Step 1; replacing D. Carere {Pre-K Aide})
CL-2	<u>RESIGNATION</u> Michael Nolan, Guard Effective December 1, 2021 (District Wide) Catherine Schupak, Special Education Aide Effective December 10, 2021 (Udall)
CL-3	<u>RETIREMENT</u> Susan Micucci, Cafeteria Aide Effective February 1, 2021 (18.89 years)
CL-4	<u>LEAVE OF ABSENCE</u> (unpaid) Catherine LaMotte, Cafeteria Aide Effective December 13, 2021 to January 3, 2022 (Udall)
<u>OTHER</u>	<u>CLUBS/ADVISORS 2021-2022</u> <u>BAYVIEW ELEMENTARY SCHOOL</u> Teaching Mindfulness to Kids Club, Debra Magee

CURRICULUM UPDATE

Mrs. Morrison informed the audience that all K-5 students started their field trips to the high school planetarium. In January, all Kindergarten and first grade teachers will begin to take Foundations Training in preparation for the 2022-2023 school year. Mrs. Morrison reviewed the preliminary information regarding the SEL student survey at the high school and when compared with national data, West Islip students were doing well in each area. Additional information will be shared when it becomes available.

REPORT OF COMMITTEES

Education Committee: Richard Antonello reported on the meeting that took place 12/7/2021. Items reviewed included the Pre-K program; a pilot math program for grades K-4; the use of Gradebook by the high school; the criteria for the selection of academic leaders; the IB program; and the administration of midterm exams in January.

Finance Committee: Richard Antonello reported on the meeting held on 12/7/2021. Items reviewed included the October treasurer's report; October extra-curricular report; October payroll summary; October financial statements; November internal claims audit report; November system manager audit report; payroll certification forms; and a change order. Mrs. Pellati discussed the ongoing audit by the state comptroller.

Buildings and Grounds: Peter McCann reported on the meeting that took place on 12/7/2021. Items reviewed included the security vestibule at District Office; the installation of solar panels on school roofs; the parking lot expansion at Paul J. Bellew; bond work and capital projects; and other capital improvement projects. The Masera Advisory Committee members were chosen and meetings will begin after the holidays. An independent consultant from ESBOCES will facilitate the committee meeting process.

Special Education Committee: Debbie Brown reported on the meeting that took place on 12/8/2021. Items discussed included upcoming student placements and the 2022-2023 budget.

Safety Committee: Tom Compitello reported on the meeting that took place on 11/16/21. Items discussed included additional door strikes for elementary schools; the lockdown recording; a camera audit; adding a school safety officer for security technology maintenance; the digital radio project; P.J. Bellew parking; building window signs; athletic contests; and COVID protocols.

Audit Committee: Ron Maginniss reported on the meeting that took place on 11/23/2021. Mr. Coffey and Mr. Hoffmann of Cullen & Danowski, LLP reviewed the Annual Risk Assessment report; all was in order. The upcoming area to be tested will be Informational Technology.

Health and Wellness: Peter McCann reported on the meeting that took place on 11/16/2021. Items discussed included the financial report; Color Run; Health and Wellness Newsletter; essential needs pantry; family connect night; and the PTSA social. The West Islip Staff Breast Cancer Awareness Fundraiser donated \$1,930 to the West Islip Breast Cancer Coalition. The next meeting will take place virtually on Tuesday, January 4 at 9:30 a.m.

FINANCIAL MATTERS

The treasurer's report for October was presented: beginning balance \$43,055,299.36; ending balance \$30,904,019.51.

Motion was made by Richard Antonello seconded by Tom Compitello, and carried when all Board members present voted in favor to approve General Fund budget transfers 4104 4114 and Capital Fund budget transfer 4107.

Motion was made by Richard Antonello seconded by Tom Compitello, and carried when all Board members present voted in favor to approve Change Order - A1 Construction Services, Inc. (\$10,000) West Islip High School.

PRESIDENT'S REPORT

Motion was made by Richard Antonello seconded by Tom Compitello, and carried when all Board members present voted in favor to approve Winkler Real Estate Amendment #11 to Contract.

Motion was made by Richard Antonello seconded by Tom Compitello, and carried when all Board members present voted in favor to approve resolution re: destruction of unused and full ballot booklets from the May 18, 2021 election.

SUPERINTENDENT'S REPORT

Mrs. Burns informed the audience that the concert season is in full swing and encouraged residents to check out the district's Facebook page to see the High School Wind Ensemble performance. Two high school students represented West Islip in Rochester at the NYSSMA All State Winter Concert.

Mrs. Burns advised that a letter was sent to Governor Kathleen Hochul regarding the universal mask mandate, weekly COVID testing for staff and the possibility of a vaccine mandate.

Mrs. Burns wished everyone a joyous and festive holiday season.

The following residents wished to speak during an “Invitation to the Public”:

Tyler Burnett – Tyler is a 5th grade student at Oquenock Elementary and spoke about the implication of a New York State vaccine mandate.

Ruth Mineo/Grace Mineo – Mrs. Mineo and Grace spoke about the recent All State NYSSMA event and thanked Mrs. Burns and the Board for the opportunity extended to students to participate.

Lori Koerner - Mrs. Koerner spoke about the need for the community to come together during these difficult times and discuss options that are in the best interest of children and to celebrate gratitude.

Karen Phillips - Mrs. Phillips congratulated the Boys Soccer team for their achievements. Mrs. Phillips asked why the district’s quarantine rules are contrary to those of some local physicians. Mrs. Burns advised that the district must follow the local department of health guidelines which do not recognize testing out of quarantine.

Veronique Wallrapp - Mrs. Wallrapp expressed appreciation for what teachers do but feel some teachers do not support parental involvement in the classroom.

Amanda Barbara - Mrs. Barbara spoke about the youth mental health crisis and strings attached to ARP- ESSER funding and the protocols the district followed to obtain the funding. Mrs. Burns explained the process, that there is a link on the district website for feedback, and the district will provide more information in the next Lions Pride newsletter.

Catie Florea - Mrs. Florea feels it is not fair that parents have to be tested before entering schools when other districts only require that parents wear a mask. Mrs. Burns explained this is consistent with all others who work closely with students in the school environment.

Kristin Calder – Mrs. Calder questioned why the Department of Health updated nursing home guidelines but not school guidelines. Mr. Tussie advised that the current district protocols will continue through the holidays.

Nicole Winn - Mrs. Winn spoke about parents freedom of choice related to vaccines and that if vaccines are mandated, parents will pull their children out of school. Mrs. Winn spoke about Mr. Tussie’s choice to allow his daughter to attend an event although quarantined; Mr. Tussie advised that he did not intentionally break the rules.

Cassandra Sottile - Mrs. Sottile thanked Mrs. Burns and the Board for sending the letter to Governor Hochul. Mrs. Sottile shared concern about mandates and asked the Board to support parent choice to keep students in school.

Viktorija Evangelidou – Mrs. Evangelidou spoke about the need for parent involvement in the classroom.

Kevin Bolin – Mr. Bolin had questions regarding where data regarding mandates is obtained. Mrs. Burns advised that the data comes from the Suffolk County Department of Health Services, to which everyone has access. Mr. Bolin had questions regarding district reserves; Mrs. Pellati will follow up.

Toni Abbatiello - Mrs. Abbatiello spoke about the importance of having students learn from different perspectives and the importance of a diversified curriculum.

Kathryn Abbatiello - Mrs. Abbatiello spoke about Operation Shoe Drop, and while had no problem with parents protesting, took issue that the protest drew an offensive comparison between loss of civil liberties and the holocaust. Mrs. Abbatiello feels the DEI curriculum needs to be expanded and spoke about the effects and results of bullying. Mr. Tussie advised that the district will continue to work in the best interest of all students.

Claudia Worley - Mrs. Worley had concerns about the gates at Udall and Manetuck and asked why they are left unlocked. Mrs. Burns advised that the gates are a recurring problem and are deliberately cut when locked and will follow up with the Director of Buildings and Grounds. Mrs. Worley asked that the district be more transparent when threats occur in schools.

Doreen Hantzschel - Mrs. Hantzschel spoke about the destructive nature of bullying and the critical role of teachers. She spoke about teaching resilience to children and that prayer is important to their emotional and social development.

Lisa Curley – Mrs. Curley thanked the Board and Mrs. Burns for sending the letter to the Governor Hochul but asked why it was not shared in ParentSquare. Mrs. Curley requested that children be able to attend athletic events; Mrs. Burns explained that there are capacity limitations in the middle school gyms. Mrs. Curley advised the audience that on 1/6/2022 a bill will be on the legislature floor regarding COVID vaccine mandates.

Valerie Rivera - Mrs. Rivera spoke about COVID statistics and that 99.9 % of children are fine. She expressed concern about people being overly fearful and children's mental health. Mrs. Burns stated that the district's goal is to keep schools open and not to revert to hybrid or remote learning.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all members present voted in favor to adjourn to Executive Session at 9:42 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:46 p.m. on motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all members present voted in favor to approve attendance waiver for Student 1.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all members present voted in favor to approve attendance waiver for Student 2.

Meeting adjourned at 10:48 p.m. on motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

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

PERSONNEL:

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

TEACHERS

T-1

RETIREMENT

Salvatore LoSardo, Guidance
Effective July 1, 2022
(24 years)

T-2

CHILD-REARING LEAVE OF ABSENCE (unpaid)

Jaclyn Jacobs, English
Effective January 7, 2022 through June 30, 2022
(Udall)

T-3

REGULAR SUBSTITUTE

Matthew Sullivan, Special Education
Effective November 23, 2021 through June 30, 2022
(Beach; Step 1A¹; replacing Marissa Villiani {LoA})

Paige Fogarty, Elementary
Effective December 13, 2021 through June 30, 2022
(Paul J Bellew; Step 1A⁴; replacing Paul Pekurney {LoA})

Catherine Brudi, English
Effective January 7, 2022 through June 30, 2022
(Udall; Step 1A¹; replacing Jaclyn Jacobs {LoA})

CIVIL SERVICE

CL-1

RESIGNATION

Devyn Antolini, Special Education Aide
Effective January 15, 2022
(Paul J. Bellew)

Tyler Bell, Special Education Aide
Effective January 24, 2022
(Paul J. Bellew)

Paige Fogarty, Permanent Substitute Teacher
Effective December 13, 2021
(Paul J. Bellew)

Antoinette Knice, Part-Time Food Service Worker
Effective December 11, 2021
(Beach Street)

CIVIL SERVICE, continued

CL-1 **RESIGNATION, continued**

Courtney Kuzmiak, Part-Time Food Service Worker
Effective January 6, 2022
(Udall)

Christie Rendino, Special Education Aide
Effective January 20, 2022
(Manetuck)

CL-2 **PROBATIONARY APPOINTMENT**

Stephen Casella, Maintenance Mechanic III
Effective January 7, 2022
(Maintenance: Step 1; replacing T. Lommel {resigned})

Courtney Kuzmiak, Building Aide
Effective January 7, 2022
(Manetuck; Step 1; replacing K. Zelaya {Security/Receptionist Aide})

OTHER

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Melissa Davies, December 20, 2021 through June 24, 2022

SUBSTITUTE TEACHER (\$130 per diem)

Ashley Antippas, effective December 23, 2021
Devyn Antolini, effective January 15, 2022, *student teacher*
Amber Avelli, effective December 17, 2021, *student teacher*
Patrick Briody, effective December 17, 2021, *student teacher*
Morgan Connolly, effective December 17, 2021, *student teacher*
Gianna Covello, effective December 17, 2021, *student teacher*
Kayla Covello, effective December 17, 2021, *student teacher*
Ariana Distefano, effective December 17, 2021, *student teacher*
Olivia Drennan, effective December 17, 2021, *student teacher*
Shayla Entin, effective December 17, 2021, *student teacher*
Kristi Garrovillas, effective December 17, 2021, *student teacher*
Glenys Gil, effective December 17, 2021, *student teacher*
Alec Gonzalez, effective December 17, 2021, *student teacher*
Michael Grieco Jr., effective December 17, 2021
*Shannon Nicole Horan, effective December 23, 2021
Danielle Kramer effective December 17, 2021, *student teacher*
Nolan Makely, effective December 23, 2021
Cassandra McGinn, effective December 23, 2021
Ryan O'Connell, effective December 23, 2021
Nicole O'Donnell, effective December 17, 2021, *student teacher*
Delia O'Farrell, effective December 23, 2021
Meghan O'Farrell, effective December 17, 2021
Molly Perrone, effective December 23, 2021
Nicholas Pfeiffer, effective December 17, 2021, *student teacher*

**Conditional pending fingerprinting clearance*

OTHER, continued

SUBSTITUTE TEACHER (\$130 per diem)

Amber Raggio, effective December 23, 2021
Bryce Robertson, effective December 23, 2021
Alexa Rodriguez, effective December 17, 2021, *student teacher*
Madeline Schaefer, effective December 17, 2021
Sedric Tello, effective December 17, 2021
Gianna Wheeler, effective December 23, 2021
Kimberly Zappella, effective December 17, 2021, *student teacher*

WI
West Islip School District
Office of Curriculum and Instruction

RECEIVED
OFFICE OF SUPERINTENDENT
WEST ISLIP U.P.S.D.
2021 DEC 14 AM 9:53

To: Mrs. Bernadette Burns, Superintendent of Schools
From: Mrs. Dawn Morrison, Assistant Superintendent for Curriculum and Instruction
Date: Monday, December 13, 2021
Re: Course title change request for the 2021-2022 school year

The following course title change is proposed for the 2021-2022 school year:

MUSIC TECHNOLOGY & INNOVATION to MUSIC TECHNOLOGY & INNOVATION LAB

The rationale for the proposed course title change is:

Adding the word *lab* to the course title more accurately reflects the hands on, interactive learning experiences taking place in the classroom.

The most updated description of the course is:

MUSIC TECHNOLOGY & INNOVATION (0902)

Year – Credit 1

This class is designed for the student who wishes to be more knowledgeable with the music they play and/or listen to. The class takes place in our state of the art Macintosh Music Lab; each student is assigned their own Midi keyboard and computer workstation. Programs used include Reaper, Audacity, Garage Band, FL Studio, Ableton and many more. Students will be exposed to aspects of music which include harmony, melody, chord progressions, scales and key signatures. Students will also have an opportunity to learn about today's latest music technology as well as be able to write and record their own music using a computer and keyboard. Some of the topics covered regarding technology will be digital music recording, pop song form, music sequencing, song production/CD mastering and CD artwork. (Grades 9-12)

Thank you in advance for your consideration.

If additional information is needed, please let me know.

WI
 West Islip School District
Office of Curriculum and Instruction

To: Mrs. Bernadette Burns, Superintendent of Schools

From: Mrs. Dawn Morrison, Assistant Superintendent for Curriculum and Instruction

Date: December 6, 2021

Re: Masera - Damaged Furniture and Materials

The following items stored at Masera throughout the COVID-19 pandemic were determined to be damaged beyond repair/usefulness, and will therefore be discarded.

Masera - Damaged/Discarded Furniture/Materials		
Item(s):	Number Discarded	Reason(s):
Book Shelves	24	Broken/Mildew
Trapezoid Tables	12	Tops separating from base
Student Desks	13	Broken/Rusty
Student Chairs	20	Broken/Rusty
Storage Cubbies	4	Broken
Sensory Seating Balls	13	Cracked
Kitchen Play Sets	5	Broken/Mildew
Classroom Carpets	21	Mildew/Mold
Cushioned Office Chairs	15	Mold/Mildew
Bean Bag Chairs	12	Mold/Mildew
Wooden Stools	7	Cracked/Splintered Wood
Soft Cover Literacy Materials	10 large boxes (approximate)	Mold/Mildew

If additional information is necessary, please let me know.

Thank you.

East Islip UFSD
 1 CRAIG B. GARIEPY AVENUE
 Islip Terrace, NY 11752

INVOICE

2393

Invoice Date 12/09/2021
 Customer No. 132

Customer / Bill To:
WEST ISLIP UFSD BEACH STREET & SHERMAN AVENUE WEST ISLIP, NY 11795

Remit To:
East Islip UFSD 1 CRAIG B. GARIEPY AVENUE Islip Terrace, NY 11752 ATTN: Dana King - Business Office

Phone	Fax	E-Mail Address	Terms	Invoice Amount
631-224-2022				2,051.96

Items / Services	Cost Basis	Quantity	Unit Price	Amount
Health Services Cost of providing Health Services for residents attending St. Mary's School located in the East Islip School District for the 2021-2022 School Year	Year	2.00	1,025.980	2,051.96

TOTAL: 2,051.96

DETACH HERE AND SEND WITH PAYMENT

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

Invoice No. 2393
 Invoice Date 12/09/2021
 Customer No. 132

Total Due: \$2,051.96

Mail Payments To:

East Islip UFSD
 1 CRAIG B. GARIEPY AVENUE
 Islip Terrace, NY 11752
ATTN: Dana King - Business Office

Amount Enclosed:

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 9th day of December, 2021 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 2nd day of September 2021, for the period of September 2, 2021 through June 30, 2022, and terminate on June 30, 2022, 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 \$1,025.98 per student for the period of September 2021 through June 2022.

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. Elisa Pellati

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: 12/10/2021

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

Date: 12.10.21

By: _____
SUPERINTENDENT OF SCHOOLS,
WEST ISLIP SCHOOL DISTRICT

Date:

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

Date:

NOV 2021

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

This Agreement is entered into this **1st day of July, 2021** by and between the Board of Education of the **BABYLON Union Free School District** (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 50 Railroad Avenue, Babylon, NY 11702 and the Board of Education of the **WEST ISLIP School District** (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from **July 1, 2021 through June 30, 2022**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

**SEE ATTACHED STUDENT INFORMATION SUMMARY
AND ADDENDUM**

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

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

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

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

18. Insurance

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

C. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement in accordance with the Commissioner's formula for calculating tuition for non-resident students.
 - a. The estimated tuition rate is currently \$47,500/Fall plus cost of related services for each student for the 2021/2022 school year.
 - b. The parties understand that this rate is estimated and may be subject to change based on any changes in services that may occur during the course of the school year. The total nonresident tuition rate charged shall be

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

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

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

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

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

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

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

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

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

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

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

SENDING DISTRICT

RECEIVING DISTRICT



By:
President, Board of Education
Babylon UFSD

By:
President, Board of Education
West Islip UFSD

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this **1st** day of **September, 2021** by and between the Board of Education of the **West Islip UFSD** (hereinafter the "**DISTRICT OF RESIDENCE**"), having its principal place of business for the purpose of this Agreement at 100 Sherman Ave., West Islip, NY 11795, and the Board of Education of the **Half Hollow Hills Central School District** (hereinafter the "**DISTRICT OF LOCATION**"), having its principal place of business for the purpose of this Agreement at **525 Half Hollow Road, Dix Hills, NY 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, 2021 through June 30, 2022 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.

A student(s) and/or services may be added or deleted from the attached Schedule "A" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

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

C. **COMPENSATION**:

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section

3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.

2. The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.
3. 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.
4. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. TERMINATION.

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

E. MISCELLANEOUS

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

To **DISTRICT OF RESIDENCE:** West Islip UFSD
100 Sherman Ave.
West Islip, NY 11795

To **DISTRICT OF LOCATION:** Half Hollow Hills CSD
525 Half Hollow Road
Dix Hills, NY 11746

2. It is expressly understood that this Agreement shall not be assigned or transferred

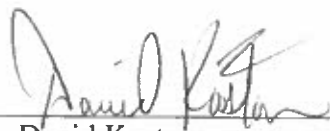
without prior written consent of the other party.

3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not 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.
5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. This Agreement, along with the attached Schedule "A", is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement
7. Except for Schedule "A", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.
9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE
West Islip UFSD

DISTRICT OF LOCATION
Half Hollow Hills CSD

By:
President Board of Education
West Islip UFSD



By: David Kaston
President Board of Education
Half Hollow Hills CSD

Date _____

Date 10/18/21

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of various lengths and grades of aluminum sheets, plates and steel bars valued at approximately \$1,500.00 from Robert Islodi of CPI Aerostructures, Inc., which has been donated to the West Islip High School Engineering and Robotics Lab.

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Robert Islodi @ CPI Aerostructures, Inc.

DONOR ADDRESS: 91 Heartland Blvd, Edgewood, NY 11717

DONATION: [] Cash or Check [x] Goods [] Service

Please provide a listing of the item(s) to be donated and the related value.

The donated material is of various lengths and grades of aluminum sheet, plate and steel bar.

Approximate value \$1,500

Select the fund and provide the budget code(s) of where the donation should be recorded.

[] General Fund [] Extracurricular Fund [] Trust & Agency Budget Code _____

Anticipated Date of Delivery to the School 12/2021

Any related installation costs? [x] Yes [x] No Estimated Annual Cost _____
If "Yes" please attach approval from Assistant Superintendent for Business.

Any expected maintenance costs? [] Yes [x] No Estimated Annual Cost _____

Purpose of the donation? Engineering / Robotics Lab

Which building/department will benefit from the donation? HS / Engineering Technology

Principal's/ Administrator's Signature & Date Anthony Bridgema 12/17/2021

To be completed by the Business Office:

Board of Education Approval Date _____

Budget Adjustment Recorded _____

This form is to be filed with the Superintendent by the first of the month, at which time the Board of Education, at the next regular meeting, will act upon the donation. No item may be accepted as a donation or gift, nor may any item be installed on school premises, prior to the BOE accepting the gift or donation.

Those considering making gifts to the District should note that the District can assume no responsibility for the accuracy of estimated values assigned to the donated item(s). Donors should also note that while the District will attempt to comply with any stated preferences of the donor(s) relative to the use of the item(s) by a particular program/grade/school, etc., it must nevertheless reserve the right to reassign and/or reallocate such gifts as it deems appropriate so as to best serve the interests of the District.

CPI Aerostructures
91 Heartland Blvd
Edgewood, NY 11717

Members of the Board of Education,

We would like to donate excess materials from our manufacturing facility to the Engineering Technology department at West Islip High School. The materials would be very useful in your engineering classes and for the robotics team.

The donated material is of various lengths and grades of aluminum sheet, plate and steel bar.

Approximate value \$1,500

Sincerely,

Robert Isoldi
CPI Aerostructures, Inc.
Senior Manager of Manufacturing Operations
and Facility Maintenance