

AGENDA



PLANNING SESSION OF THE BOARD OF EDUCATION

November 19, 2024

Beach Street Middle School
17 Beach Street
7:30 p.m.

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
PLANNING SESSION OF THE BOARD OF EDUCATION
November 19, 2024

Beach Street Media Center

West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the November 4, 2024 Regular Meeting
- IV. ANNOUNCEMENTS
- V. PERSONNEL
 - A. Approval of Stipulation of Settlement Agreement between Teamsters Local 237 Clerical, West Islip UFSD and Employee A
 - B. Personnel Agenda
- VI. PRESIDENT'S REPORT
 - A. Approval of Contracts
 - 1. Deer Park UFSD Special Education Services 2024-2025
 - 2. Hempstead UFSD Health Services 2023-2024
 - 3. Hempstead UFSD Health Services 2024-2025
 - 4. Herricks UFSD Special Education Services 2023-2024
 - 5. Herricks UFSD Special Education Services 2024-2025
 - B. Approval of Bids
 - 1. Bid #Dishwasher Supplies and Service Imperial Bag & Paper Co. LLC \$4,461.73
(9/2/2024-6/30/2026)
 - C. Be it resolved, that the Board of Education of the West Islip Union Free School District acknowledges receipt of Single Audit Report for the year ended June 30, 2024 from R.S. Abrams & Co., LLP
- VII. EXECUTIVE SESSION: *The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene/ act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*
- VIII. CLOSING – Adjournment

REGULAR MEETING OF THE BOARD OF EDUCATION
November 4, 2024 – Beach Street Middle School

AGENDA ITEM III
MINUTES
SM 11/19/2024

PRESENT: Mr. Tussie, Mrs. Brown, Mr. Antonello, Mr. Bedell, Mrs. Kelly, Mrs. Marks, Mr. McCann

ABSENT: None

ADMINISTRATORS: Dr. Romanelli, Mrs. Pellati, Mr. Cameron

ABSENT: Mrs. Morrison

ATTORNEY: Mr. Vigliotta

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

ANNOUNCEMENTS

Mr. Tussie stated that today we honor the one-year anniversary of the tragic passing of Kyle Dilegame and his brother Matthew Kreamer. This tragedy has touched so many hearts in our community and a moment of silence was observed to remember these two young men and their families as we continue to support one another during the healing process.

Mr. Tussie acknowledged the West Islip High School students who are interested in becoming the Student Board of Education Representative and are observing tonight's board meeting.

Mr. Tussie congratulated the West Islip High School Girls Soccer Team on becoming the Suffolk County Champions and they will be competing for the Long Island Championship on Tuesday, November 5, 2024.

Student Representative Report:

Taylor Riley spoke about the successful fundraising throughout the month of October for Breast Cancer Awareness. Approximately \$500 will be donated to this Coalition. A few of the student representatives along with some Board of Education members took a tour of the high school and the students were very glad to take into consideration the critiques and praise. Mr. Tussie stated the students did a great job on the tour and how proud he was of them.

Krista Williams stated that the Student Government is looking forward to hosting their annual Holiday party for the Special Education students.

DISCUSSION

Regionalization

Dr. Romanelli shared a Power Point presentation from the September 2024 Board of Regents meeting regarding the regionalization plans in New York State. New York State is facing significant challenges within and across communities in preparing all students for college, career and civic readiness including student access to high-quality educational opportunities, fiscal constraints and new graduation measures initiative. Regionalization is being presented as an opportunity to provide equitable learning experiences for all students across New York State. Dr. Romanelli stated that regionalization is not supposed to be reorganization.

Dr. Romanelli shared that as a unified team, the Central Administration, the West Islip Association of School Administrators (WIASA), the West Islip Teachers Association (WITA), and the Board of Education, approved a letter to Assistant Commissioner David Frank addressing this matter. The concerns outlined in the letter are directly related to the recent emergency rulemaking initiated by the New York State Education Department (NYSED) on the development and implementation of regionalization plans for BOCES regions. While we recognize the importance of optimizing educational resources and opportunities, we believe that regionalization, as currently proposed, will not effectively achieve these goals. We have respectfully requested that NYSED

reconsider this rulemaking and to prioritize a process that values local control, stakeholder engagement, and community-specific needs.

APPROVAL OF MINUTES

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the minutes of the October 22, 2024 Planning Session.

PERSONNEL

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Kelly O'Hara, Elementary, effective November 5, 2024.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Kaitlin Palmieri, Psychologist, effective December 13, 2024.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Melanie Rabin, Special Education, effective December 2, 2024 through December 1, 2028 (Beach; Step1A MA, replacing Amy Wheeler {reassigned}).

In order to be granted tenure a classroom teacher or building principal shall have received composite or overall annual professional performance review ratings pursuant to Education Law § 3012-d of either effective or highly effective in at least three of the four preceding years and if a classroom teacher or building principal receives an ineffective composite or overall rating in the final year of the probationary period he or she shall not be eligible for tenure at that time.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the following personnel consent agenda items CL-1, CL-2 and Other as listed below:

CIVIL SERVICE

CL-1

RESIGNATION

Alexander Ruffini, Paraprofessional
Effective November 9, 2024
(Paul J. Bellew)

Ashley Tagliaferri, Part-Time Food Service Worker
Effective November 11, 2024
(Udall)

John Vasquez, Guard
Effective October 25, 2024
(Districtwide)

CL-2

SUBSTITUTE CUSTODIAN (\$16/hr)

Alba Cipriano, effective November 5, 2024

OTHER

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Gianna Covello, effective November 4, 2024 – June 27, 2025
Giavanna Dushaj, effective December 2, 2024 – June 27, 2025
Diana Gifford, effective November 5, 2024 – June 27, 2025

SUBSTITUTE TEACHER (\$130 per diem)

David Flores, effective November 5, 2024, *student teacher*
Matthew Frouws, effective October 29, 2024, leave step substitute (\$305.13 per diem)

CLUBS/ADVISORS 2024-2025

BEACH STREET MIDDLE SCHOOL

Art Club Grade 6, Richard Santeramo
Art Club Grades 7 & 8, Richard Santeramo
Chess Club, Christopher Scharf
Costume Director, Justin DeMaio and Shane O'Neill (shared)
Director – Beach Chamber Orchestra, Vincent Melia
Director – Beach Jazz Ensemble, Stephen Smith
Drama Director, Justin DeMaio and Shane O'Neill
eSports, John Lavery and Christopher Scharf
Helping Hands, Jamie Doherty
Homework Club All Grades, Theresa Robertson
Improv & Acting Games Club, Jesse Fawess
Interior Visionaries, Jessie Fawess and Jaquelyn Vaysman (shared)
Junior Chef Club, Alessia Tocco
Leading Lions Club, Carly Aponte
Makerspace Club, Denise Lamattina
Mathletes Grade 7, Christopher Salerno
Mathletes Grade 8, Jeannine Conaghan
Musical Director, Justin DeMaio
National Junior Honor Society, Theresa Robertson and Christopher Scharf (shared)
Newspaper, Jesse Fawess
Peer Tutoring Grade 7, Andrea Miller
Peer Tutoring Grade 8, Siobhan Kelly
Photography, Robyn Southard
Prove Me Wrong Debate Club, Siobhan Kelly and Andrea Miller (shared)
School Store, John Lavery and Christopher Salerno (shared)
Science Olympiad, Andrea Miller and Ashley Pope
Set Director, Shane O'Neill
SMILE, Kathleen Slayback
Spirit Club, Theresa Robertson
Strategic Games & Activities Club, John Kennedy
Student Council, Wendy Loddigs and Tara Probert
Swift Fan Club, Jamie Doherty
Technology Club, Ashley Pope
Yearbook, Theresa Robertson

OTHER,
continued

CLUBS/ADVISORS 2024-2025, continued

MANETUCK

Safety Patrol Club, Greg Schmalenberger

SWIM PROGRAM AND SWIM TEAMS 2024-2025

Lifeguards

Benjamin Caiati

EARLY WINTER 2024-2025 MIDDLE SCHOOL COACHES

CHEERLEADING

Genna Johnson, Volunteer Beach Coach

CURRICULUM REPORT

Dr. Romanelli spoke about Superintendent's Conference Day that is being held on Tuesday, November 5, 2024. Mr. Jin Kim, who is one of the leading school safety experts in the country, will be the keynote speaker. There will also be numerous breakout sessions for the staff lead by in-house staff. It will be a meaningful day for the staff.

Dr. Romanelli reported on the first meeting of The Anxious Generation book talk. Topics discussed included screen time, electronic devices, social media, and different issues that youth are facing today and how we can support them. The next meeting will be held at the West Islip High School Library on January 2, 2025 at 7:00 pm.

REPORT OF COMMITTEES

Audit Committee: Christina Marks reported on the meeting that was held on 10/10/2024. Items reviewed included the audited financial statements and corrective action plan for year ending June 30, 2024 that were presented by the District's auditing firm, R.S. Abrams & Co., LLP.

Building & Grounds Committee: Peter McCann reported on the meeting that was held on 10/22/2024. Items reviewed included smooth transition from cooling to heating with the new A/C split units; District office security vestibule construction estimated completion date of February 2025; permit requirement for the usage of the school gyms during the winter months for sports/clubs; High School pool renovation is still on schedule; IT Department offices were moved to the High School.

Health & Wellness Alliance: Grace Kelly reported on the meeting that was held on 11/4/2024. Items reviewed included financial report; Glow Run at the High school on 11/6/24; third annual Gingerbread decorating party will be held at 6:00 p.m. on 12/18/24 at West Islip High School; formation of the Health & Wellness Senior Scholarship Application Committee; this year funds totaling \$1,562 were raised for the West Islip Breast Cancer Coalition and with a total over the years of \$47,585.

The Mental Health & Wellness sub-committee Zoom meeting was held on 10/15/2024. Items reviewed included the focus on screen time and mental health, cell phone use and social media. All families received the first newsletter with helpful information on the topic and how the District is supporting cell phone use with the new cell phone policy.

Safety Committee: Quinn Bedell reported on the meeting that was held on 11/4/2024. Items reviewed included security technology updates regarding keyless locks; security camera maintenance; sports play-off season and security traveling with teams; communication from teachers and students including security to aid where needed with problems or issues; window stoppers will be re-installed on first floor windows; adding signage throughout the District regarding no admittance on school property during school hours.

Special Education Committee: Debbie Brown reported on the meeting that was held on 11/4/2024. Items reviewed included IEP, CSE and CPSE recommendations from respective committees and will be approved at this evening's meeting. Mrs. Brown stated that the Special Education Department continues to work hard with our students and families to support their learning and program needs; professional development has been provided for teachers on the ICT models; life skills class held a Halloween dance where peers joined them including the unified football partners. The Special Education Department will model some of our ICT programs for district representatives from Bayport-Blue Point Schools. Crisis Intervention Training is in progress in the District. The SEPTA silent dance will be held from 6:00 p.m.-8:00 p.m. on 11/15/24 at Udall Road Middle School gymnasium.

Education Committee: Richard Antonello reported on the meeting that was held on 11/4/2024. Items reviewed included Mastery Learning and Equitable Grading Practices; Superintendent's Conference Day professional development programs; 2025-2026 Pre-K discussion; Elementary Literacy Program pilot called Fish Tank was completed.

Finance Committee: Christina Marks reported on the meeting that was held on 11/4/2024. Items reviewed included treasurer's report; school district funds and extracurricular for September; payroll summary for September; financial statements for September; internal claims audit report for October; system manager audit trail for October; payroll certifications for weeks of 10/16/2024 and 10/30/2024; review of warrants; review of board agenda finance items which included approval of budget transfers. Mrs. Marks stated that the District's internal auditors Cullen & Danowski are on site this week working on the annual risk assessment. The District issued a \$20 million tax anticipation note, as it does each year. The sale will take place on 11/5/2024, with closing on 11/14/2024. The results will be announced at the December's Finance Committee meeting.

Policy Committee: Anthony Tussie reported on the meeting that was held on 11/4/2024. Items reviewed included Board of Education's self-evaluation tool, which will give the Board Trustees an opportunity to self-evaluate the following categories: Leadership, Communication, Parent & Community Participation, Planning and Setting Goals, Decision Making, Resource Allocation, Evaluation of the Superintendent, Working with the Superintendent, Expectations for Board Member Conduct, Board Operations, Board Meeting Effectiveness and Board Development & Accountability. The Board of Education trustees will review the questions in these categories to provide a rating of outstanding, good, needs improvement, poor, or do not know annually. This tool is intended to help the Trustees reflect on their year, and improve their operation the following year.

The Board of Education reviewed the Facilities Development Policy (Series-7000) recommendations from Human Resources and Buildings & Grounds and will seek additional input from NYSSBA and Legal Counsel. The Support Services (Series 8000) review recommendations based on crosswalk of current manual and upon review of Series 8000, it is recommended to focus on the required and essential policies suggested in the 8000 series. Additional conversation was had about maintaining our current policy manual in its current form while making all necessary updates based on New York State, education department, regulations, and laws governing the school board and its operation. In addition, Mr. Cameron will continue to work with NYSSBA, Legal Counsel, and the West Islip BOE to update our new policy manual. Once complete, a recommendation will be made to have two readings of the policy manual and adoption once the new policy manual is complete.

FINANCIAL MATTERS:

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve 2024-2025 General Fund budget transfers 4454-4455.

PRESIDENT'S REPORT:

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve resolution re: the Board of Education approves the recommendations of the Special Education Committee of students as listed in the District's backup and authorizes the District to arrange for appropriate services.

Resolution

Be it resolved, that the Board of Education of the West Islip UFSD approves the recommendations of the Special Education Committee of students as listed in the District's backup and authorizes the District to arrange for appropriate services.

SUPERINTENDENT'S REPORT:

Dr. Romanelli stated that West Islip School District will be hosting the Department of Homeland Security's Cyber Security and Infrastructure Security Agency also known as CISA for a 4-hour tabletop exercise. The goal of the exercise is to access our ability to protect against and detect a cyber-incident, examining policies, plans and procedures that we have in regards to response and resources; explore our internal and external communications along with information sharing procedures during a cyber-incident and discuss our organizational resilience through risk management backup procedures, recover and restoration capabilities during a cyber-incident. It is an opportunity for the District to see how our pre-plans hold up in a mock incident and afterwards the CISA experts prepare a strength and areas of improvement recommendation report. West Islip UFSD is looking forward to this event and has invited representatives from the BOCES Data Privacy Service to attend.

Dr. Romanelli congratulated all the Fall Athletic teams this season. West Islip UFSD received the New York State Public High School Athletic Association School Distinction Award, which is a great honor and we are very proud to be recognized as a school distinction which 100% of the district's Varsity Sports Teams must earn scholar athlete team recognition, which means that there is a team average of 90 or higher. West Islip is only one of twenty-two New York State School District's that offer over thirty annual varsity sports to receive this prestigious honor. Congratulations to the student athletes, families, coaches, teachers and our entire West Islip District and staff on this incredible award.

The following residents wished to speak during "Invitation to the Public":

William Tarpey - Mr. Tarpey spoke about student education and how is the Board of Education innovating assessment methods used to evaluate student learning beyond standardized testing in order to better capture critical thinking, creativity and other essential 21st century skills. Mr. Tussie stated that the Education Committee has been having these discussions for years regarding implementing new ways of assessing students. Dr. Romanelli stated that there is movement in New York State where there are multiple ways for students to demonstrate Mastery of Learning standards and the District has done a lot of work trying to incorporate more of a project based type of assessment for students to showcase their learning in different ways.

Peter McCann – Mr. McCann stated that the Board of Education Student Representative is a good idea.

Noah Butler – Mr. Butler inquired how the student representative would benefit the Board of Education and the student body. Mr. Tussie stated that this is an opportunity to represent themselves and the entire student population.

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to adjourn to Executive Session at 6:54 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 7:10 p.m. on motion by Grace Kelly, seconded by Debbie Brown, and carried when all Board members present voted in favor.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to adjourn to a second Executive Session at 8:28 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:46 p.m. on motion by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor.

Respectfully submitted,



Elizabeth Davis
District Clerk

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

DRAFT

PERSONNEL:

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

TEACHERS

T-1 PROBATIONARY APPOINTMENT (AMENDED)

Melanie Rabin, Special Education
Effective December 9, 2024 through December 8, 2028
(change in date from December 2, 2024 through December 1, 2028)

CIVIL SERVICE

CL-1 CHANGE IN TITLE

Paul Shields, Custodial Worker I
Effective November 18, 2024
(High School; Step 2; change from Acting Custodial Worker III)

CL-2 PROBATIONARY APPOINTMENT

Jennifer Longo, Paraprofessional
Effective November 21, 2024
(Paul J. Bellew; Step 1; replacing Nicole Jones {terminated})

Michael Parsons, Custodial Worker I
Effective November 20, 2024
(High School; Step 1; replacing Joseph Troiano {retired})

*Adrienne Tortora, Part-Time Food Service Worker
Effective November 20, 2024
(Udall; \$16.54 hr; replacing Elizabeth Acosta {resigned})

*Nancy Walsh, Part-Time Food Service Worker
Effective November 20, 2024
(Udall; \$16.54/hr; replacing Ashley Tagliaferri {resigned})

CL-3 RESIGNATION

Lindsay Aumock, Paraprofessional
Effective November 23, 2024
(Oquenock)

Eric Delorfano, Paraprofessional
Effective November 20, 2024
(Oquenock)

Michelle Guadalupe, Paraprofessional
Effective November 27, 2024
(Beach Street)

CIVIL SERVICE, continued

CL-3 **RESIGNATION**, continued

Sarah Koffsky, Paraprofessional
Effective November 16, 2024
(High School)

James Leonard, Guard
Effective December 21, 2024
(Districtwide)

Sasha Napoli, Paraprofessional
Effective November 15, 2024
(High School)

CL-4 **SUBSTITUTE CUSTODIAN** (\$16/hr)

Daniel Kossmann, effective November 20, 2024
Stacey Madocks, effective November 20, 2024
John Schmutz, effective November 20, 2024

CL-5 **SUBSTITUTE FOOD SERVICE WORKER** (\$16/hr)

*Ilucion Adreina Carrasco, effective November 20, 2024

CL-6 **SUBSTITUTE PARAPROFESSIONAL** (\$16/hr)

*Kayla Gorman, effective November 20, 2024

OTHER

CLUBS/ADVISORS 2024-2025

HIGH SCHOOL (AMENDED)

Gay-Straight Alliance, Nicole Perperis
(change in advisor from John Koroneos)

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Eric Delorfano, effective November 20, 2024 through June 27, 2025
(Oquenock Elementary School)

SUBSTITUTE TEACHER (\$130 per diem)

*Kayla Gorman, effective November 20, 2024

**Conditional pending fingerprinting clearance*

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

This Agreement is entered into this ____ day of _____, 2024 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, NY 11795, and the Board of Education of the Deer Park Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 1881 Deer Park Avenue, Deer Park, New York.

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, 2024 through June 30, 2025, 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:
 - Instructional Services
 - Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP)
2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) listed on the attached "Confidential Schedule A", incorporated by reference herein and made a part of this Agreement.
 - a. A Student(s) may be added or deleted from the attached Schedule "A" 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 SENDING DISTRICT shall be adjusted accordingly.
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. 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.
6. 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.
7. 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.
8. 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.
9. The RECEIVING DISTRICT shall comply will all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
10. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
11. 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.
12. 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.
13. 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.
14. 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).

15. 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.
16. 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.
17. 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.
18. 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.
19. 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. The tuition rate shall not exceed the actual net cost of educating such student. If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would indicate the net cost of educating such student, the tuition rate shall be determined in accordance with the formula set forth in Part 174 of the Regulations of the Commissioner of Education.

- a. The estimated tuition rate pursuant to the Commissioner's formula is currently the following per student per month. Estimate of services for summer: Teacher 6:1 \$2,400; 1:1 Aide \$3,900; Speech/Lang 1:1 \$600; OT 1:1 \$450; PT 1:1 - \$500.
 - b. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each 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. Independent Contractor:
 - a. RECEIVING DISTRICT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
 - b. Neither RECEIVING DISTRICT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

- c. SENDING DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. 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.

4. Notices: 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: West Islip Union Free School District
100 Sherman Avenue
West Islip, NY 11795

To Receiving District: Deer Park UFSD
1881 Deer Park Avenue
Deer Park, NY 11729

- 5. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 6. No Waiver: 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.
- 7. Severability: 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.
- 8. Governing Law: 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.
- 9. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.

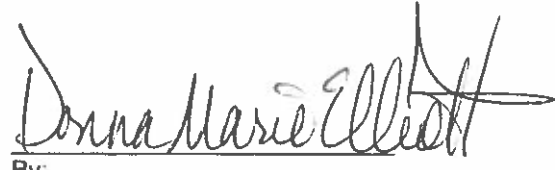
10. **Entire Agreement:** This Agreement, along with the attached "Schedule A", is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. **Amendment:** This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
12. **Execution:** 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



By: _____

President, Board of Education

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this ___ day of _____, 2024 by and between the Board of Education of the WEST ISLIP Public Schools (hereinafter "WEST ISLIP "), having its principal place of business for the purpose of this Agreement at, 100 Sherman Avenue, West Islip, New York and the Board of Education of the Hempstead Union Free School District (hereinafter "Hempstead UFSD"), having its principal place of business for the purpose of this Agreement at 185 Peninsula Blvd, Hempstead, New York.

W I T N E S S E T H

WHEREAS, WEST ISLIP is authorized pursuant to Section 912 of the Education Law, to enter into a contract with Hempstead UFSD for the purpose of having Hempstead UFSD provide health and welfare services to children residing in WEST ISLIP and attending a non-public school located in Hempstead UFSD,

WHEREAS, certain students who are residents of WEST ISLIP are attending non-public schools located in Hempstead UFSD,

WHEREAS, Hempstead UFSD has received a request(s) from said non-public school(s) for the provision of health and welfare services to the aforementioned student(s),

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

A. TERM

The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive, unless terminated early as provided for in this Agreement, and/or as authorized by law.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services provided by Hempstead UFSD to WEST ISLIP may include, but are not limited to the following
 - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
 - b. dental prophylaxis,
 - c. vision and hearing screening examinations,
 - d. the taking of medical histories and the administration of health screening tests,
 - e. the maintenance of cumulative health records, and
 - f. the administration of emergency care programs for ill or injured students.

- *It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.*
2. The services provided by Hempstead UFSD to WEST ISLIP shall be consistent with the services available to students attending public schools within the Hempstead UFSD.
 3. Hempstead UFSD shall perform all services under this Agreement in accordance with each student's Individualized Education Plan (IEP) if applicable.
 4. Hempstead UFSD shall perform all services under this Agreement in accordance with all applicable Federal, State, and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
 - The services of a school psychologist and/or a school speech therapist may be rendered on nonpublic parochial 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 parochial school only on a religiously neutral site.
 5. 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.
 6. Hempstead UFSD 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 students pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
 7. Hempstead UFSD warrants that the services will be provided by health care providers that are properly licensed under the laws of the State of New York.
 8. Hempstead UFSD shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
 9. Both parties agree to provide the State access to all relevant records which the State requires to determine either Hempstead UFSD's or WEST ISLIP's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this 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, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement may be 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 and by law. 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) and the Individuals with Disabilities Act (IDEA).

C. COMPENSATION

1. In exchange for the provision of health and welfare services pursuant to this Agreement, WEST ISLIP agrees to pay Hempstead UFSD the sum of \$1,026.57 per eligible pupil for the 2024-2025 school year. Said amount shall be prorated accordingly for each student to accurately reflect the actual period of time during which services were provided to each student.
2. WEST ISLIP shall pay Hempstead UFSD within thirty (30) days of WEST ISLIP's receipt of a detailed written invoice from Hempstead UFSD. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.

D. MISCELLANEOUS

1. Termination: This Agreement may only be terminated in accordance with applicable Law.
2. Defense / Indemnification:
 - a. Hempstead UFSD agrees to defend, indemnify and hold harmless WEST ISLIP, 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 Hempstead UFSD, 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. WEST ISLIP agrees to defend, indemnify and hold harmless the Hempstead UFSD, 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 WEST ISLIP, 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. **Notices:** 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:

WEST ISLIP : Superintendent of Schools
WEST ISLIP PUBLIC SCHOOLS
The Michael & Christine Freyer Building
100 Sherman Avenue
West Islip, New York 11795

Hempstead UFSD: Superintendent of Schools
Hempstead Union Free School District.
185 Peninsula Blvd.
Hempstead, New York 11550

4. **Assignment:** It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. **No Waiver:** 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. **Severability:** 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. **Governing Law:** 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.
8. **Venue:** Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.

9. Entire Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. Execution: 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. Furthermore, this Agreement shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for WEST ISLIP .

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

WEST ISLIP PUBLIC SCHOOLS

HEMPSTEAD UFSD

Superintendent of Schools



Superintendent of Schools

President, Board of Education



President, Board of Education

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this ___ day of _____, 2024 by and between the Board of Education of the WEST ISLIP Public Schools (hereinafter "WEST ISLIP "), having its principal place of business for the purpose of this Agreement at, 100 Sherman Avenue, West Islip, New York and the Board of Education of the Hempstead Union Free School District (hereinafter "Hempstead UFSD"), having its principal place of business for the purpose of this Agreement at 185 Peninsula Blvd, Hempstead, New York.

W I T N E S S E T H

WHEREAS, WEST ISLIP is authorized pursuant to Section 912 of the Education Law, to enter into a contract with Hempstead UFSD for the purpose of having Hempstead UFSD provide health and welfare services to children residing in WEST ISLIP and attending a non-public school located in Hempstead UFSD,

WHEREAS, certain students who are residents of WEST ISLIP are attending non-public schools located in Hempstead UFSD,

WHEREAS, Hempstead UFSD has received a request(s) from said non-public school(s) for the provision of health and welfare services to the aforementioned student(s),

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

A. TERM

The term of this Agreement shall be from July 1, 2024 through June 30, 2025 inclusive, unless terminated early as provided for in this Agreement, and/or as authorized by law.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services provided by Hempstead UFSD to WEST ISLIP may include, but are not limited to the following
 - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
 - b. dental prophylaxis,
 - c. vision and hearing screening examinations,
 - d. the taking of medical histories and the administration of health screening tests,
 - e. the maintenance of cumulative health records, and
 - f. the administration of emergency care programs for ill or injured students.

- *It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.*
2. The services provided by Hempstead UFSD to WEST ISLIP shall be consistent with the services available to students attending public schools within the Hempstead UFSD.
 3. Hempstead UFSD shall perform all services under this Agreement in accordance with each student's Individualized Education Plan (IEP) if applicable.
 4. Hempstead UFSD shall perform all services under this Agreement in accordance with all applicable Federal, State, and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
 - The services of a school psychologist and/or a school speech therapist may be rendered on nonpublic parochial 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 parochial school only on a religiously neutral site.
 5. 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.
 6. Hempstead UFSD 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 students pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
 7. Hempstead UFSD warrants that the services will be provided by health care providers that are properly licensed under the laws of the State of New York.
 8. Hempstead UFSD shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
 9. Both parties agree to provide the State access to all relevant records which the State requires to determine either Hempstead UFSD's or WEST ISLIP's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this 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, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement may be 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 and by law. 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) and the Individuals with Disabilities Act (IDEA).

C. COMPENSATION

1. In exchange for the provision of health and welfare services pursuant to this Agreement, WEST ISLIP agrees to pay Hempstead UFSD the sum of \$1,091.57 per eligible pupil for the 2024-2025 school year. Said amount shall be prorated accordingly for each student to accurately reflect the actual period of time during which services were provided to each student.
2. WEST ISLIP shall pay Hempstead UFSD within thirty (30) days of WEST ISLIP's receipt of a detailed written invoice from Hempstead UFSD. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.

D. MISCELLANEOUS

1. Termination: This Agreement may only be terminated in accordance with applicable Law.
2. Defense / Indemnification:
 - a. Hempstead UFSD agrees to defend, indemnify and hold harmless WEST ISLIP, 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 Hempstead UFSD, 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. WEST ISLIP agrees to defend, indemnify and hold harmless the Hempstead UFSD, 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 WEST ISLIP, 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. **Notices:** 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:

WEST ISLIP : Superintendent of Schools
WEST ISLIP PUBLIC SCHOOLS
The Michael & Christine Freyer Building
100 Sherman Avenue
West Islip, New York 11795

Hempstead UFSD: Superintendent of Schools
Hempstead Union Free School District.
185 Peninsula Blvd.
Hempstead, New York 11550

4. **Assignment:** It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. **No Waiver:** 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. **Severability:** 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. **Governing Law:** 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.
8. **Venue:** Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.

9. **Entire Agreement:** This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. **Amendment:** This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. **Execution:** 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. Furthermore, this Agreement shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for WEST ISLIP .

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

WEST ISLIP PUBLIC SCHOOLS

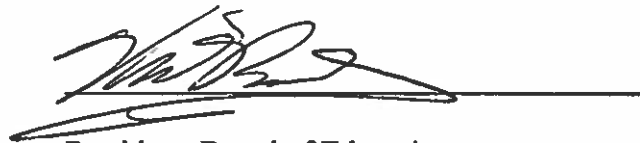
HEMPSTEAD UFSD

Superintendent of Schools



Superintendent of Schools

President, Board of Education



President, Board of Education

AGREEMENT

This Agreement is entered into as of the 1st day of July, 2023 by and between West Islip UFSD 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, NY 11795 and Herricks Union Free SCHOOL DISTRICT (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 999 B Herricks Road, New Hyde Park, NY 11040.

WITNESSETH:

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

WHEREAS, 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, 2023 through June 30, 2024 inclusive, unless terminated earlier as provided for in this Agreement.

B. SERVICES AND RESPONSIBILITIES:

1. 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 DISTRICT OF RESIDENCE, and DISTRICT OF RESIDENCE obtains written parental consent, DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of DISTRICT OF LOCATION. DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by DISTRICT OF LOCATION's own Committee on Special Education.
2. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by DISTRICT OF RESIDENCE shall be adjusted accordingly.
3. The services provided by 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.
4. DISTRICT OF RESIDENCE reserves the right to monitor and or evaluate the services provided by DISTRICT OF LOCATION by conducting on site visits and observations, surveys and or interviews with participants and stakeholders, document collection

and review and any other applicable means. Services must be appropriate, allowable and consistent with DISTRICT OF RESIDENCE funding source requirements and guidelines.

5. 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.
6. Both parties to this Agreement shall comply with the provisions of the New York State Safe Schools Against Violence in Education ("SAVE") Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. If requested, each District shall provide the other with the proof of clearance for employment from the New York State Education Department.
7. DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. 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.
8. Upon execution of this Agreement, 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 DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, DISTRICT OF LOCATION shall immediately notify DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
9. DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).
10. DISTRICT OF LOCATION agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material shall be furnished at such times as are required by the State. 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. DISTRICT OF LOCATION agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provision or Section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
11. DISTRICT OF LOCATION agrees to furnish written reports of each student's 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 student(s) covered by the terms of this Agreement, and will render such additional reports as may be required by 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. DISTRICT OF LOCATION shall provide such additional information concerning the student's progress as may be required by DISTRICT OF RESIDENCE.

12. 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. DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
13. Upon reasonable prior written notice, DISTRICT OF LOCATION shall be subject to visitation by DISTRICT OF RESIDENCE and/or its designated representatives during the normal business hours of DISTRICT OF LOCATION.
14. DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
15. DISTRICT OF LOCATION shall maintain monthly attendance records which shall be submitted to DISTRICT OF RESIDENCE at the end of each month. If a student has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
16. 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 student from DISTRICT OF RESIDENCE to DISTRICT OF LOCATION.
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, DISTRICT OF LOCATION shall promptly give written notice of same to DISTRICT OF RESIDENCE.
18. 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.
19. DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.
20. DISTRICT OF LOCATION will provide transportation from the nonpublic school to a school in DISTRICT OF LOCATION and from DISTRICT OF LOCATION to the

student's home if the special education services are provided after the nonpublic school day.

C. COMPENSATION:

1. DISTRICT OF LOCATION shall be entitled to recover from 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 DISTRICT OF LOCATION of providing such services, after deducting any costs paid with federal or state funds.

DISTRICT OF LOCATION may only recover the Actual Cost of Services directly from DISTRICT OF RESIDENCE if DISTRICT OF RESIDENCE has obtained parental written consent to the release of personally identifiable information concerning the child to DISTRICT OF LOCATION. If parental consent to release of such information is not obtained, 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 DISTRICT OF RESIDENCE and 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.

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 DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to 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. DISTRICT OF RESIDENCE shall pay DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by DISTRICT OF RESIDENCE, except as set forth in paragraph C(1) of this Agreement.

D. 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 and/or required to be disclosed pursuant to law. DISTRICT OF LOCATION further agrees that any information received by DISTRICT OF LOCATION, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF RESIDENCE, its employees, agents, clients, and/or students will be treated by DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

2. DISTRICT OF RESIDENCE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF RESIDENCE, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. DISTRICT OF RESIDENCE further agrees that any information received by DISTRICT OF RESIDENCE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF LOCATION, its employees, agents, clients, and/or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
4. Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

E. REPRESENTATIONS:

1. All employees of DISTRICT OF LOCATION shall be deemed employees of DISTRICT OF LOCATION for all purposes and DISTRICT OF LOCATION alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF LOCATION acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF RESIDENCE. DISTRICT OF LOCATION shall, during the periods of its services hereunder, be engaged as an independent contractor.

2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor.
3. Neither DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits provided by DISTRICT OF RESIDENCE to its employees, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

G. INSURANCE:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, DISTRICT OF LOCATION hereby agrees to effectuate the naming of DISTRICT OF RESIDENCE as an additional insured on DISTRICT OF LOCATION's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
2. The policy naming DISTRICT OF RESIDENCE as an additional insured shall:
 - i. be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.
 - ii. state that DISTRICT OF LOCATION's coverage shall be primary and non-contributory coverage for DISTRICT OF RESIDENCE, its Board, employees and volunteers with a waiver of subrogation in favor of SCHOOL DISTRICT for all coverages including Workers' Compensation.
3. DISTRICT OF RESIDENCE shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with DISTRICT OF RESIDENCE. A completed copy of the endorsement must be attached to the certificate of insurance.
4. The certificate of insurance must describe the specific services provided by DISTRICT OF LOCATION that are covered by the liability policies.
5. At DISTRICT OF RESIDENCE's request, DISTRICT OF LOCATION shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, DISTRICT OF LOCATION will provide a copy of the policy endorsements and forms.
6. DISTRICT OF LOCATION agrees to indemnify DISTRICT OF RESIDENCE for any applicable deductibles and self-insured retentions.

7. Required Insurance:

a. **Commercial General Liability Insurance:**

\$1,000,000 per occurrence/\$2,000,000 aggregate with coverage for sexual misconduct.

b. **Automobile Liability (if applicable):**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S.**

Paid Family Leave:

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law § 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

d. **Professional Errors and Omissions Insurance:**

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of DISTRICT OF LOCATION performed under the contract for DISTRICT OF RESIDENCE. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

e. **Umbrella/Excess Insurance:**

\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

8. DISTRICT OF LOCATION acknowledges that failure to obtain such insurance on behalf of DISTRICT OF RESIDENCE constitutes a material breach of contract. DISTRICT OF LOCATION is to provide DISTRICT OF RESIDENCE with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of DISTRICT OF RESIDENCE to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by DISTRICT OF RESIDENCE.

H. MISCELLANEOUS:

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

To DISTRICT OF RESIDENCE:
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

To DISTRICT OF LOCATION:
Herricks UFSD
999 B Herricks Road
New Hyde Park, NY 11040

2. 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.
3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of and proceeding in any such court.

8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.
9. Neither party will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

I. **AUTHORIZATION TO ENTER INTO AGREEMENT:**

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

J. **COUNTERPARTS/ELECTRONIC SIGNATURE:** This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

West Islip UFSD
[DISTRICT OF RESIDENCE]

Date: _____ By: _____

Herricks UFSD
[DISTRICT OF LOCATION]

Date: _____ By: _____

AGREEMENT

This Agreement is entered into as of the 1st day of July, 2024 by and between West Islip UFSD 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, NY 11795 and Herricks Union Free SCHOOL DISTRICT (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 999 B Herricks Road, New Hyde Park, NY 11040.

WITNESSETH:

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

WHEREAS, 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, 2024 through June 30, 2025 inclusive, unless terminated earlier as provided for in this Agreement.

B. SERVICES AND RESPONSIBILITIES:

1. 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 DISTRICT OF RESIDENCE, and DISTRICT OF RESIDENCE obtains written parental consent, DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of DISTRICT OF LOCATION. DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by DISTRICT OF LOCATION's own Committee on Special Education.
2. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by DISTRICT OF RESIDENCE shall be adjusted accordingly.
3. The services provided by 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.
4. DISTRICT OF RESIDENCE reserves the right to monitor and or evaluate the services provided by DISTRICT OF LOCATION by conducting on site visits and observations, surveys and or interviews with participants and stakeholders, document collection

and review and any other applicable means. Services must be appropriate, allowable and consistent with DISTRICT OF RESIDENCE funding source requirements and guidelines.

5. 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.
6. Both parties to this Agreement shall comply with the provisions of the New York State Safe Schools Against Violence in Education ("SAVE") Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. If requested, each District shall provide the other with the proof of clearance for employment from the New York State Education Department.
7. DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. 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.
8. Upon execution of this Agreement, 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 DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, DISTRICT OF LOCATION shall immediately notify DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
9. DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).
10. DISTRICT OF LOCATION agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material shall be furnished at such times as are required by the State. 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. DISTRICT OF LOCATION agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provision or Section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
11. DISTRICT OF LOCATION agrees to furnish written reports of each student's 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 student(s) covered by the terms of this Agreement, and will render such additional reports as may be required by 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. DISTRICT OF LOCATION shall provide such additional information concerning the student's progress as may be required by DISTRICT OF RESIDENCE.

12. 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. DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
13. Upon reasonable prior written notice, DISTRICT OF LOCATION shall be subject to visitation by DISTRICT OF RESIDENCE and/or its designated representatives during the normal business hours of DISTRICT OF LOCATION.
14. DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
15. DISTRICT OF LOCATION shall maintain monthly attendance records which shall be submitted to DISTRICT OF RESIDENCE at the end of each month. If a student has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
16. 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 student from DISTRICT OF RESIDENCE to DISTRICT OF LOCATION.
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, DISTRICT OF LOCATION shall promptly give written notice of same to DISTRICT OF RESIDENCE.
18. 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.
19. DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.
20. DISTRICT OF LOCATION will provide transportation from the nonpublic school to a school in DISTRICT OF LOCATION and from DISTRICT OF LOCATION to the

student's home if the special education services are provided after the nonpublic school day.

C. COMPENSATION:

1. DISTRICT OF LOCATION shall be entitled to recover from 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 DISTRICT OF LOCATION of providing such services, after deducting any costs paid with federal or state funds.

DISTRICT OF LOCATION may only recover the Actual Cost of Services directly from DISTRICT OF RESIDENCE if DISTRICT OF RESIDENCE has obtained parental written consent to the release of personally identifiable information concerning the child to DISTRICT OF LOCATION. If parental consent to release of such information is not obtained, 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 DISTRICT OF RESIDENCE and 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.

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 DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to 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. DISTRICT OF RESIDENCE shall pay DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by DISTRICT OF RESIDENCE, except as set forth in paragraph C(1) of this Agreement.

D. 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 and/or required to be disclosed pursuant to law. DISTRICT OF LOCATION further agrees that any information received by DISTRICT OF LOCATION, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF RESIDENCE, its employees, agents, clients, and/or students will be treated by DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

2. DISTRICT OF RESIDENCE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF RESIDENCE, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. DISTRICT OF RESIDENCE further agrees that any information received by DISTRICT OF RESIDENCE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF LOCATION, its employees, agents, clients, and/or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
4. Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

E. REPRESENTATIONS:

1. All employees of DISTRICT OF LOCATION shall be deemed employees of DISTRICT OF LOCATION for all purposes and DISTRICT OF LOCATION alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF LOCATION acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF RESIDENCE. DISTRICT OF LOCATION shall, during the periods of its services hereunder, be engaged as an independent contractor.

2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor.
3. Neither DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits provided by DISTRICT OF RESIDENCE to its employees, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

G. INSURANCE:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, DISTRICT OF LOCATION hereby agrees to effectuate the naming of DISTRICT OF RESIDENCE as an additional insured on DISTRICT OF LOCATION's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
2. The policy naming DISTRICT OF RESIDENCE as an additional insured shall:
 - i. be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.
 - ii. state that DISTRICT OF LOCATION's coverage shall be primary and non-contributory coverage for DISTRICT OF RESIDENCE, its Board, employees and volunteers with a waiver of subrogation in favor of SCHOOL DISTRICT for all coverages including Workers' Compensation.
3. DISTRICT OF RESIDENCE shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with DISTRICT OF RESIDENCE. A completed copy of the endorsement must be attached to the certificate of insurance.
4. The certificate of insurance must describe the specific services provided by DISTRICT OF LOCATION that are covered by the liability policies.
5. At DISTRICT OF RESIDENCE's request, DISTRICT OF LOCATION shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, DISTRICT OF LOCATION will provide a copy of the policy endorsements and forms.
6. DISTRICT OF LOCATION agrees to indemnify DISTRICT OF RESIDENCE for any applicable deductibles and self-insured retentions.

7. Required Insurance:

a. **Commercial General Liability Insurance:**

\$1,000,000 per occurrence/\$2,000,000 aggregate with coverage for sexual misconduct.

b. **Automobile Liability (if applicable):**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law § 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

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\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of DISTRICT OF LOCATION performed under the contract for DISTRICT OF RESIDENCE. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

e. **Umbrella/Excess Insurance:**

\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

8. DISTRICT OF LOCATION acknowledges that failure to obtain such insurance on behalf of DISTRICT OF RESIDENCE constitutes a material breach of contract. DISTRICT OF LOCATION is to provide DISTRICT OF RESIDENCE with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of DISTRICT OF RESIDENCE to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by DISTRICT OF RESIDENCE.

H. MISCELLANEOUS:

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

To DISTRICT OF RESIDENCE:
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

To DISTRICT OF LOCATION:
Herricks UFSD
999 B Herricks Road
New Hyde Park, NY 11040

2. 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.
3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of and proceeding in any such court.

8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.
9. Neither party will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

I. **AUTHORIZATION TO ENTER INTO AGREEMENT:**

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

J. **COUNTERPARTS/ELECTRONIC SIGNATURE:** This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

West Islip UFSD
[DISTRICT OF RESIDENCE]

Date: _____ By: _____

Herricks UFSD
[DISTRICT OF LOCATION]

Date: _____ By: _____

INTEROFFICE MEMO

DATE: 11/06/24
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: CONTRACT - DISHWASHER SUPPLIES AND SERVICE

Item: Dishwasher Supplies and Service Bid (09/02/24 to 06/30/26)
Publication: Nassau/Suffolk Newsday September 13, 2024
Fund to be Charged: Cafeteria
Bid Opening: October 16, 2024
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 4
Bidding 1

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis School Lunch Manager resulting in the award of contracts to provide Dishwasher Supplies and Service in the following dollar amounts:

Imperial Bag & Paper Co. LLC	\$4,461.73
Total	\$4,461.73

I. RESOLUTIONS

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledge receipt of the Single Audit Report for the year ended June 30, 2024 from R.S. Abrams & Co., LLP.

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SINGLE AUDIT REPORT
FOR THE FISCAL YEAR ENDED
JUNE 30, 2024**

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SINGLE AUDIT REPORT
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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF
EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Education
West Islip Union Free School District

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited West Islip Union Free School District's (the "District") compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the fiscal year ended June 30, 2024. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control

over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, each major fund, and the fiduciary fund of the District as of and for the fiscal year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements. We issued our report thereon dated October 10, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

R.S. Abrams & Co., LLP

R.S. Abrams & Co., LLP
Islandia, NY
November 12, 2024

(except for our report on the schedule of expenditures of federal awards, for which the date is October 10, 2024)

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2024**

Federal Grantor/Pass-through Grantor Program Title	Assistance Listing Number (ALN)	Agency or Pass-through Number	Program Expenditures	Total Expenditures by ALN
<u>U.S. Department of Education</u>				
<u>Passed-through NYS Education Department:</u>				
Special Education Grants to States (IDEA, Part B)	84.027	0032-24-0926	\$ 1,233,954	
COVID-19-Special Education Grants to States (IDEA, Part B)	84.027X	5532-22-0926	<u>109,551</u>	\$ 1,343,505
Special Education Preschool Grants (IDEA Preschool)	84.173	0033-24-0926	\$ 57,666	
COVID-19-Special Education Preschool Grants (IDEA Preschool)	84.173X	5533-22-0926	<u>10,902</u>	68,568
Total Special Education Cluster			<u>\$ 1,412,073</u>	
Title I Grants to Local Educational Agencies (LEAs)	84.010	0021-24-3145	\$ 150,055	
Title I Grants to Local Educational Agencies (LEAs)	84.010	0011-24-2154	<u>36,377</u>	186,432
Supporting Effective Instruction State Grants	84.367	0147-24-3145	\$ 46,790	
Supporting Effective Instruction State Grants	84.367	0147-23-3145	<u>31,716</u>	78,506
Student Support and Academic Enrichment Program	84.424	0204-24-3145	9,493	
Student Support and Academic Enrichment Program	84.424	0204-23-3145	<u>\$ 11,999</u>	21,492
Education Stabilization Fund				
COVID-19-Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	5891-21-3145	\$ 705,391	705,391
COVID-19-American Rescue Plan Elementary and Secondary School Emergency Relief (ARP ESSER) Fund	84.425U	5870-24-9309	\$ 340,200	
COVID-19-American Rescue Plan Elementary and Secondary School Emergency Relief (ARP ESSER) Fund	84.425U	5880-21-3145	<u>315,717</u>	655,917
COVID-19-American Rescue Plan Elementary and Secondary School Emergency Relief Homeless Children and Youth Fund	84.425W	5218-21-3145	<u>\$ 2,500</u>	2,500
Total Education Stabilization Fund			<u>\$ 1,363,808</u>	
Total U.S. Department of Education				<u>\$ 3,062,311</u>
<u>U.S. Department of Agriculture</u>				
<u>Passed-through NYS Education Department:</u>				
School Breakfast Program (Cash Assistance)	10.553	N/A	\$ 14,052	\$ 14,052
National School Lunch Program (Cash Assistance)	10.555	N/A	\$ 486,615	
National School Lunch Program (Non-Cash Food Distribution)	10.555	N/A	<u>166,057</u>	652,672
Total Child Nutrition Cluster			<u>\$ 666,724</u>	
Total U.S. Department of Agriculture				<u>\$ 666,724</u>
Total Federal Awards Expended				<u><u>\$ 3,729,035</u></u>

**WEST ISLIP UNION FREE SCHOOL DISTRICT
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2024**

1. BASIS OF PRESENTATION:

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of West Islip Union Free School District (the "District") under programs of the federal government for the fiscal year ended June 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position, changes in net position or cash flows of the District.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

The value of food commodities was calculated using the U.S. Department of Agriculture's Food and Nutrition Service commodity price lists. Federal awards that are included in the Schedule may be received directly from federal agencies, as well as federal awards that are passed through from other government agencies. Pass-through entity identifying numbers are presented where available.

Indirect costs may be included in the reported expenditures, to the extent that they are included in the federal financial reports used as the source for the data presented. Matching costs (the District's share of certain program costs) are not included in the reported expenditures.

3. INDIRECT COST RATE:

The District has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

4. SUBRECIPIENTS:

No amounts were provided to subrecipients.

5. OTHER DISCLOSURES:

No insurance is carried specifically to cover equipment purchased with federal funds. Any equipment purchased with federal funds is covered by the District's casualty insurance policies.

There were no loans or loan guarantees outstanding at year end.

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2024**

PART I SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's opinion(s) issued: *Unmodified*

Internal control over financial reporting:

Material weakness(es) identified? yes x no

Significant deficiencies identified that are not considered to be material weakness(es)? yes x none reported

Noncompliance material to financial statements noted? yes x no

Federal Awards

Internal control over major programs:

Material weakness(es) identified? yes x no

Significant deficiencies identified that are not considered to be material weakness(es)? yes x none reported

Type of auditor's opinion(s) issued on compliance for major programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)? yes x no

Identification of major programs:

<u>Name of federal program</u>	<u>Assistance Listing Number(s)</u>
Special Education Cluster	84.027, 84.027X, 84.173 & 84.173X

Dollar threshold used to distinguish between Type A and Type B Programs \$750,000

Auditee qualified as low risk? x yes no

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2024**

PART II FINANCIAL STATEMENT FINDINGS

There are no financial statement findings to be reported.

PART III FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There are no federal award findings or questioned costs to be reported.

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE FISCAL YEAR ENDED JUNE 30, 2024**

There were no prior year findings or questioned costs.

**WEST ISLIP UNION FREE SCHOOL DISTRICT
CORRECTIVE ACTION PLAN
FOR THE FISCAL YEAR ENDED JUNE 30, 2024**

A corrective action plan for the fiscal year ended June 30, 2024 is not required.