

AGENDA



BOARD OF EDUCATION

August 12, 2021

West Islip High School
One Lion's Path

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
August 12, 2021

West Islip High School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and address required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the July 6, 2021 Reorganizational Meeting and the July 6, 2021 Regular Meeting.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {8/10/2021}
 - B) Finance Committee {8/10/2021}
 - C) Buildings & Grounds Committee {8/10/2021}
- IX. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Contracts/Agreements 2021-2022
 1. Bay Shore UFSD Special Education Services Contract
 2. Commack UFSD Tuition Contract for Special Education Services
 3. Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC Consultant Services Contract
 4. Deer Park UFSD Special Education Services Contract
 5. Serene Home Nursing Agency Consultant Services Contract
 6. Syosset Central School District Special Education Services Contract
 7. Woods Services, Inc. Special Education Services Contract
 - C) Approval of Resolutions
 1. Tax Levy 2021-2022
 2. Breakfast Program Exemption 2021-2022
 3. Donation from Retail Business Services \$1,465.11 → Bayview
 4. Donation from Retail Business Services/A+ Rewards \$1,877.61 → Beach
 5. Donation from Retail Business Services \$1,461.79 → Paul J. Bellev
 6. Donation from Stop & Shop \$1,142.23 → Manetuck
 7. Increase to Budget 2021-2022 \$5,946.74
 8. Receipt of the Independent Accountants' Report on Applying Agreed-Upon Procedures dated June 22, 2021 from Cullen & Danowski, LLP
 9. Approval of the Corrective Action Plan in response to the Internal Auditors' Agreed-Upon Procedures Report dated June 22, 2021, submitted by the Assistant Superintendent for Business
 - D) Approval of Requests for Proposal
 1. RFP #522 Commodity Foods Direct Diversion
 - E) Approval of Surplus
 1. Calculators – WIHS and Beach
- X. **PRESIDENT'S REPORT**
 - A) Discussion of 2021-2022 Board of Education Goals and Objectives
 - B) Discussion of District Mission Statement

XI. SUPERINTENDENT'S REPORT

A) School Reopening Plan

XII. NOTICES/REMINDERS

XIII. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

XIV. INVITATION TO PUBLIC – *The public, at this time, is invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards {name and address required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*

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

XVI. CLOSING - Adjournment

ANNUAL REORGANIZATIONAL MEETING OF THE BOARD OF EDUCATION
July 6, 2021 – West Islip High School

PRESENT: Mr. Antonello, Mrs. Brown, Mr. Compitello, Mrs. LaRosa, Mr. Maginniss, Mr. McCann,
Mr. Tussie

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

Meeting was called to order at 7:36 p.m. followed by the pledge.

The Constitutional Oath of Office was administered by Attorney Thomas Volz to newly elected trustee, Debbie Brown and incumbent trustee, Richard Antonello.

Mr. McCann opened the meeting requesting a motion to amend Policy No. 1320, which prohibits the designation of President or Vice President to a first year trustee. Mr. McCann served as Vice President for the 2020-2021 school year as a first year trustee. Mr. McCann requested that Policy No. 1320 be amended.

The following residents wished to speak regarding Policy No. 1320:

Kevin, O'Connor, 695 Sandra Lane - Mr. O'Connor served on the Board previously and felt a revision should go through the proper procedures: a review by the Policy Committee, a first reading, a second reading, and then approval. Mr. O'Connor spoke about Policy No. 1510 that states that the agenda with such a proposed revision shall be distributed to Board members no later than the Friday before the regular meeting. Mr. McCann is violating both Policy No. 1320 and Policy No. 1510 by asking for an amendment of Policy No. 1320.

Mrs. Ruth Mineo - Mrs. Mineo informed the Board that she is not against changing the policy but is concerned about the disregard for policy, procedure, integrity and transparency that the Board trustees demonstrate. Mr. McCann stated that he tried to get the policy amendment on the agenda.

Julie Cannistra, 143 Gladstone Avenue - Mrs. Cannistra asked why the Planning Session agendas are not posted to the district website. Mrs. Cannistra feels the policy change does not have to be done at the meeting tonight.

Anthony DiMino, 1664 Fairfax Avenue - Mr. DiMino asked Mr. Tussie if there would be other emergency policy changes and the protocol to be followed for change.

Roy Tarantola, West Islip - Mr. Tarantola spoke and expressed that a first year Board member should not be President and that Mrs. LaRosa, Mr. Maginniss and Mr. Antonello should be the only Board members eligible.

Mrs. LaRosa asked Attorney Thomas Volz how a change to Policy No. 1320 should be handled. Mr. Volz advised that the district needs a Board President to be appointed at the meeting to execute the policies of the district and to preside over the meeting.

Mr. Antonello advised that he consulted with the New York School Boards Association and the modification to the policy makes sense.

A resident inquired as to why community members were not voting for President and Vice President and Mr. Volz referenced Education Law 1701, which provides for the Board to make those appointments.

Mr. Antonello called for a vote to amend Policy No. 1320.

RESOLUTION

Be it Resolved, the Board of Education hereby adopts an amendment to Board Policy No. 1320, as presented, to prohibit the designation of either President or Vice President to a first-year trustee; and

Be it Further Resolved, pursuant to Policy No. 1410, the Board hereby waives the second reading of the amended Policy No. 1320 in order that it be effective immediately upon this first reading.

Richard Antoniello asked for a motion to amend Policy No. 1320. In favor were Mr. Antoniello, Mrs. Brown, Mr. Compitello, Mr. McCann and Mr. Tussie. Opposed were Mrs. LaRosa and Mr. Maginniss. The motion passed 5-2.

Mr. McCann opened the floor for nominations for President of the Board of Education for the 2021-2022 school year. Tom Compitello nominated Anthony Tussie for President and there were no other nominations. Mr. McCann called for a vote. In favor were Mr. Antoniello, Mrs. Brown, Mr. Compitello, Mr. McCann. Opposed were Mrs. LaRosa and Mr. Maginniss. Mr. Tussie abstained. Motion passed 4-2.

The Constitutional Oath of Office was administered by Attorney Thomas Volz to President Tussie.

Mr. Tussie informed the audience that he will continue to be a man of his word and will make Board decisions for every stakeholder in the district.

Mr. Tussie nominated Mr. Antoniello for Vice President of the Board of Education for the 2021-2022 school year. Mr. Compitello seconded the nomination. Mr. Tussie called for a vote. In favor were Mr. Antoniello, Mrs. Brown, Mr. Compitello, Mr. McCann and Mr. Tussie. Opposed were Mrs. LaRosa and Mr. Maginniss. Motion passed 5-2.

The Constitutional Oath of Office was administered by Attorney Thomas Volz to Vice President Antoniello.

Mr. McCann explained that his wife is a teacher in the district and due to union negotiations that will take place this year; he chose not to take on the role of President or Vice President.

Motion was made by Richard Antoniello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve the Board Committees/Liaisons at a later date.

Requests for membership on the following Board Committees/Liaisons were distributed to trustees; President Anthony Tussie will assign members accordingly.

Audit
Buildings & Grounds
Education
Finance
Legislative Action
Policy
Public Relations
Safety and Security

Liaison to Council of PTA
Liaison to Health and Wellness
Liaison to Special Education
Liaison to Student/School Board
NYSSBA Convention Voting Delegate
NYSSBA Legislative Contacts
Islip School Boards Association

Building Inspections:

Bayview
Manetuck
Oquenock
Paul J. Bellew

Beach
West Islip High School
Westbrook

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Mary Hock as District Clerk, Patricia Denninger (alternate) for the 2021-2022 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Deborah Falcon as District Treasurer and Mary Hock as Deputy Treasurer for the 2021-2022 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Board of Registration for the 2021-2022 school year as follows: Anne Kuhlilm; alternates - Rhonda Rauch, Rosemary Dowling.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to set amount of Treasurer's Bond at \$1,000,000.00 for the 2021-2022 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to set amount of Claims Auditor's Bond at \$1,000,000.00 for the 2021-2022 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Patricia Plompen as Claims Auditor for the 2021-2022 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Robert Nocella as Purchasing Agent for the 2021-2022 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Patricia Denninger as Records Access Officer for the 2021-2022 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of R.S. Abrams & Co., LLP as District Auditor for the 2021-2022 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Christine Kearney as Deputy Purchasing Agent for the 2021-2022 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Volz & Vigliotta, PLLC as Attorney/Legal Officer for the 2021-2022 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Chief/School Physicians for the 2021-2022 school year as follows: Dr. Marc Cimmino, Chief School Physician; Dr. Tracy Onal; Dr. Robert A. Smolarz; Dr. Leonard Savino; L. Atkinson, RPA; Dr. Costa Constantatos; Dr. Jorge Montes; Joseph Tommasino, RPA; Dr. Jennifer Mingione; Dr. Ira Woletsky (Pediatrician); Dr. Jack Marzec; Dr. Phil Schrank; South Shore Neurologic Associates; Dr. Sarita Duchatelier and Dr. Keith Chu Cheong, Pediatric Neurology; Dr. Gregory Puglisi; Dr. Eugene Gerardi; Dr. Richard Gold; Island Gastroenterology Consultants, P.C; Emergency Medical Technician Coverage for Athletic Events: Robert Mallimo, Richard Naeder, Kristine Ostrem, John Mileski, Steven Mirrone, Sean O'Hara.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve Newspapers Designated to Carry Legal Notices for the 2021-2022 school year as follows: Babylon Beacon, Islip Bulletin and Newsday.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve Depositories Designated for the 2021-2022 school year as follows: J.P. Morgan Chase, HSBC, NYCLASS, Empire National Bank, People's United Bank, N.A.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Committee on Special Education and Committee on Pre-School Special Education/Alternates/Secretaries for the 2021-2022 school year (list included in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve reappointment of District Team – New Compact for Learning for the 2021-2022 school year as follows: Luann Dunne, Teamsters Local 237 Clerical; Jamie Triail, Teamsters Local 237 Operations; Michelle Herzing, PTA – Elementary; Karen Mushorn, PTA – Middle School; Laurie Mallimo, PTA – High School; Student Senate Representative, WIHS Student; Student Senate Representative, WIHS Student; Bernadette Burns, Superintendent; Rhonda Pratt, WIASA – Elementary; Andrew O'Farrell, WIASA – Middle School; Kristen Kelly, WIASA – High School; Karen Desz, WITA – Elementary; Michele Holt, WITA – Middle School; Joseph Dixon, WITA – High School.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve appointment of Health and Wellness Alliance Committee Members for the 2021-2022 school year as follows: Julie Cannistra, Angie Carpenter, Tom Compitello, Marcelle Crudele, Arlene Devoe, Emma Francesca, Erin Harris, Barbara Henke, Tim Horan, Tara Howe, Christine Kearney, Jessica Kelly, Kristin Kelly, Sharon Kerrigan, Meghan LaRocca, Annmarie LaRosa, Jennifer Mantione, Anne Marshall, Shanan Mauro, Peter McCann, Rich McCay, Tricia Milet, Dawn Morrison, John Mullins, Camille Newsom, Priscilla Olsen, Jessica Olsen-Hock, Nicole Perperis, Rhonda Pratt, Carrie Russo, Ariana Stubbmann, Lynn Summers, Dr. Marc Cimmino - Chief School Physician.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of the following resolution and appointment of Impartial Hearing Officers for the 2021-2022 school year: WHEREAS, the Regulations of the Commissioner of Education, Pursuant to Sections 207, 3214, 4403, 4404 and 4410 of the Education Law, Part 200, amended January 2007, Section 200.2(e) states that "The Board of Education or trustees of each school district shall establish a list of: (1) The names and statement of the qualifications of each impartial hearing officer who is: (i) certified by the Commissioner of Education pursuant to section 200.1(x)(2) of this Part and; (ii) available to serve in the district in hearings conducted pursuant to Education Law section 4404(1). Appointment of impartial hearing officers pursuant to Education Law section 4404(1) shall be made only from such list and in accordance with the rotation selection process prescribed herein and the timelines and procedures in section 200.5(j) of this Part. Such names will be listed in alphabetical order. Selection from such list shall be made on a rotational basis beginning with the first name appearing after the impartial hearing officer who last served or, in the event no impartial hearing officer on the list has served, beginning with the first name appearing on such list. Should that impartial hearing officer decline appointment, or if, within 24 hours, the impartial hearing officer fails to respond or is unreachable after reasonable efforts by the district that are documented and can be independently verified, each successive impartial hearing officer whose name next appears on the list, shall be offered appointment, until such appointment is accepted. The name of any newly certified impartial hearing officer who is available to serve in the district shall be inserted into the list in alphabetical order (list included in supplemental file)."

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Lisa DiSibio as Data Protection Officer.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve Dates/building site for the 2021-2022 Regular and Planning Session meetings of the West Islip Board of Education (list included in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve date/time for 2022 West Islip High School Commencement Exercises - Friday, June 24, 2022 at 6:00 p.m.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of resolution re: District's participation in ECIA Title I Program and other federal programs for 2021-2022 and authorization for the Superintendent to apply for all federal funds for the 2021-2022 school year (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of resolution re: designation of Superintendent to determine entitlement for attendance of the schools of the district (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of resolution re: certification of qualified Lead Evaluators of teachers and building principals having successfully completed the training requirements (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of resolution re: certification of qualified Lead Evaluators and evaluators of teachers having successfully completed the training requirements (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of resolution re: certification of coordinators in accordance with the requirements of the Dignity for All Students Act (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of resolution re: Chief Emergency Officer (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of resolution re: standard work days for ERS employees (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Executive Director of Human Resources as Title IX Compliance Officer for the 2021-2022 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Instructional Review Committee for the 2021-2022 school year as follows: Dawn Morrison, Assistant Superintendent for Curriculum and Instruction; Andrew O'Farrell, Secondary Principal; Rhonda Pratt, Elementary Principal; To be named as appropriate, Program Director; Kristyna Acerno, Library-Media Specialist; Tina Schaefer, Secondary Teacher; Christina Kruer, Elementary Teacher; TBD, Community Member.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Patricia Denninger and Mary Hock (alternate) as person authorized to accept service re: subpoenas, lawsuits, etc. for the 2021-2022 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Board of Education as Audit Committee for the 2021-2022 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Cullen & Danowski, LLP as Internal Auditor.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve Cell Phone Usage as per Board Policy 5570 (list included in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of the following resolution re: Attendance by Board Members at Conferences, Conventions and Workshops {Policy No. 2320}: BE IT RESOLVED *that the Board of Education of the West Islip UFSD designates the President of the Board of Education to authorize Board of Education member attendance at conferences, conventions, workshops, etc. for the 2021-2022 school year.*

Meeting adjourned at 9:04 p.m. on motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

DRAFT

REGULAR MEETING OF THE BOARD OF EDUCATION
July 6, 2021 – West Islip High School

PRESENT: Mr. Tussie, Mr. Antoniello, Mrs. Brown, Mr. Compitello, Mrs. LaRosa
Mr. Maginniss, Mr. McCann

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

Meeting called to order at 9:12 p.m.

APPROVAL OF MINUTES

Motion was made by Richard Antoniello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve the minutes of the June 22, 2021 Planning Session.

PERSONNEL

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Dara Depouli, School Counselor, effective August 31, 2021 to August 30, 2024 (High School; Step 1A¹, new position).

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 Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: RESIGNATION: Lynn Larsen, Science, effective June 30, 2021 (High School).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: RESIGNATION: Bridget Reilly, Special Education, effective June 30, 2021 (Bayview).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Nicholas Accovelli, World Languages, effective August 31, 2021 through June 30, 2022 (Beach; Step 1A¹; replacing Elizabeth Daddi {LoA}).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Alexandra Ragin, School Counselor, effective August 31, 2021 through June 30, 2022 (High School; Step 1A¹; replacing Amanda Sparrow {LoA}).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN STATUS: Lisa Spradley, Part Time Office Assistant, 12-month, effective July 1, 2021 (District Office; Step 12; change from Part Time Office Assistant, 10-month).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: William Delaney, Custodial Worker III, effective July 7, 2021 (High School; Step 4; change from Custodial Worker I).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Laura Arabito, Health Aide, effective June 26, 2021 (High School).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Joseph Camelliri, Custodial Worker I, effective July 10, 2021 (Kirdahy).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: John Rizzotto, Custodial Worker I, effective June 30, 2021 (Kirdahy).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$15.00/hr.): Joshua Fernandez, effective July 7, 2021; Nicholas Santo, effective July 7, 2021.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: DRIVER EDUCATION 2021-2022: Lorraine Kolar, Secretary \$1,329/semester.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SUMMER INVESTIGATIONS PROGRAM 2021: Summer Investigations Aide: Florence Burns.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SUMMER SCHOOL 2021: Christopher Salerno, Algebra 1; Nicholas Conrey, Biology; Michael Fusaro, Earth Science, Mary Claire Yoder, English 9; Amelia Virga, English 10 & 11; Amanda Schilling, Foundations of Advanced Math; Amanda Schilling and Nancy Yost, Geometry; Edward Jablonski, Global History 9 & 10; David Moglia, Substitute.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SUMMER RECREATION CAMP 2021: Camp Counselors (\$14 per hour): Joe D'Angelo; Julia Schmidt.

CURRICULUM UPDATE

Mrs. Morrison informed the audience of the following:

- Summer Enrichment (K-12) opportunities are posted on the district website.
- Summer school started on July 6; nine courses are offered based on the needs of the students.
- Summer Investigations program started on July 6 for K-4 students. Grade level literacy and math skills are supported via weekly themes.
- Regents Exams were administered for English, Algebra I, Earth Science and Biology/Living Environments.

CURRICULUM UPDATE - *continued*

- South Shore Children's Center of West Islip was selected as the community based organization to partner with the school district for UPK. Twenty-eight students were placed in South Shore Children's Center based on a need for before and after school care, which will be at the parent's expense.
- The Pre-K placement lottery took place on July 2. Each elementary school in the district filled forty Pre-K spots. Those who did not fully register by the May 21 deadline was placed on a waitlist.
- A letter was sent to the school community on June 16 and is posted on the district website informing them of the formation of a Diversity, Equity, and Inclusion (DEI) Committee. Mrs. Morrison noted that the district follows the New York State Learning Standards and has not and does not plan to teach Critical Race Theory.
- Students in grades K-8 were assessed in the areas of literacy and math three times this past school year using the Aims Web Update. The data obtained were utilized to assess student progress, identify instructional gaps, and to make future program decisions for students.

Buildings and Grounds: Peter McCann reported on the meeting that took place on 7/6/2021. Items reviewed included facility summer improvement projects; fencing; the high school pool; and the Masera irrigation system. A committee will be formed regarding the Masera property and all options will be discussed.

Special Education Committee: Tom Compitello reported on the meeting held 7/6/2021. Items reviewed included special education services, classifications and placements.

Policy Committee: Anthony Tussie reported that an annual review took place on the following policies: No. 5412/Purchasing Procedures; No. 5421/Procurement of Good and Services; No. 5610/Insurance; No. 5623/Use of School Owned Materials and Equipment; No. 5683 Districtwide Safety Committee; No. 6150 Alcohol, Drugs and Other Substances (School Personnel); No. 7320 Alcohol, Drugs and Other Substances (Students).

FINANCIAL MATTERS

The treasurer's report for May was presented: beginning balance \$65,194,415.13; ending balance \$59,794,671.40.

Motion was made by Richard Antoniello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve General Fund transfers 4071-4082 and Capital Fund transfers 4070-4080.

Motion was made by Richard Antoniello seconded by Tom Compitello and carried when all Board members present voted in favor to approve Contracts/Agreements 2021-2022: Center for Developmental Disabilities Consultant Services Contract; Greenburgh North Castle UFSD Consultant Services Contract; Capital Markets Advisors, LLC Service Agreement.

Motion was made by Richard Antoniello seconded by Tom Compitello and carried when all Board members present voted in favor to approve Surplus: Miscellaneous books – WIHS, Beach and Udall.

Motion was made by Richard Antoniello seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2021-2022 Requests for Proposal: RFP#553 Bagels; RFP#543 Bread; RFP#538 Coffee with Equipment; RFP#534 Dairy; RFP#551 Drinks without Equipment; RFP#523 Frozen; RFP#527 Grocery; RFP#532 Ice Cream with Equipment; RFP #550 Meat; RFP#535 Paper, Disposables and Cleaning Supplies; RFP#540 Snacks Compliant; RFP #541 Snacks Non-Compliant; RFP#565 Direct Diversion.

Motion was made by Richard Antoniello seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolutions: Scholarship donation from Suffolk Association of School Business Officials - \$500 – WIUFSD; Donation from Special Olympics of New York, Inc. - \$750 – WIUFSD.

Motion was made by Richard Antonello seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution: Increase to Budget 2021-2022 - \$750.00.

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$500.00 from Suffolk Association of School Business Officials, which has been donated in recognition of a deserving graduating student to be selected by the District.

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$750.00 from Special Olympics of New York, Inc., which have been donated for the purchase of athletic supplies and equipment for the Unified Basketball Program at the High School.

RESOLUTION: INCREASE 2020/2021 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorizes the appropriation budget for the 2021-2022 school year to be increased to \$127,502,318, an increase of the \$750.00 donation from Special Olympics for the West Islip High School.

Motion was made by Richard Antonello seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution: Income Eligibility Guidelines for Free and Reduced Prices Meals or Free Milk 2021-2022 (resolution in supplemental file).

PRESIDENT'S REPORT

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve SmartWeb Consultant Services Agreement 2021-2022.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve resolution re: destruction of unused Masera Sale Proposition ballots and full ballot booklets (resolution in supplemental file).

SUPERINTENDENT'S REPORT:

Mrs. Burns informed the audience that moving up ceremonies for fifth and eighth grade students and high school graduation was held in all buildings. Mrs. Burns thanked the administration and staff for making the send-off for the seniors memorable.

Mrs. Burns advised that 14 out of 15 students earned the IB Diploma, a success rate of over 90%.

The district awaits guidance from the state regarding COVID protocols for the fall.

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

Diane Sepe, West Islip - Mrs. Sepe asked about the district's Diversity, Equity and Inclusion Policy and how the curriculum would be revised, if need be.

Lisa Curley, 4 Finley Place, West Islip - Mrs. Curley extended her best wishes to Mrs. Brown for becoming a trustee and expressed concern about the Diversity, Equity and Inclusion and health curricula.

Mr. Frank Bacchi, 9 Church Lane, West Islip - Mr. Bacchi had questions about the placement of Universal Pre-K students.

Mr. Don Marmo, 1317 Wilson Place, West Islip - Mr. Marmo thanked Mrs. Pellati and her staff for responding to his inquiries and expressed concerns about the lottery system for those who wish to serve on the Masera Advisory Committee. Mr. Marmo had questions about Board candidates receiving contributions from the West Islip Teachers' Association.

Mrs. Kathryn Abbatiello, 562 Kime Avenue, West Islip - Mrs. Abbatiello spoke about the Diversity, Equity and Inclusivity curriculum and the importance of preparing students to value perspectives.

Mrs. Cassandra Sottile, 803 Tanglewood Road, West Islip - Mrs. Sottile thanked the Board for its letter to New York State and shared her concerns about the possibility of the COVID vaccine being mandated for children.

Mrs. Claudia Worley, 403 Howells Road, West Islip – Mrs. Worley had questions regarding the Universal Pre-K Program and the Request for Proposals that were considered.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 10:23 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 11:34 p.m. on motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Desmond Poyser as Director of Technology, effective 7/26/2021 to 7/25/2025.

Meeting adjourned at 11:35 p.m. on motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

PERSONNEL:

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

ADMINISTRATIVE

A-1 RESIGNATION

Kristin Kelly, Assistant Principal
Effective August 16, 2021
(High School)

TEACHER

T-1 PROBATIONARY APPOINTMENT (AMENDED)

Gina Castaldo, Elementary
Effective August 31, 2021 to August 30, 2024
(Manetuck; change in effective date from September 1, 2021 to August 31, 2024)

Dara Depouli, School Counselor
Effective August 17, 2021 to August 16, 2025
(High School; change in effective date from August 31, 2021 to August 30, 2024 and
change in Step to 2⁵)

Cara Douglas, Elementary
Effective August 31, 2021 to August 30, 2024
(Paul J Bellew; change in effective date from September 1, 2021 to August 31, 2024)

Louis Riley, Elementary
Effective August 31, 2021 to August 30, 2024
(Manetuck; change in effective date from September 1, 2021 to August 31, 2024)

T-2 REGULAR SUBSTITUTE

Dana Levine, Psychologist
Effective August 31, 2021 through June 30, 2022
(Beach; Step 1A¹; Replacing Robyn Southard {LoA})

T-3 REGULAR SUBSTITUTE (AMENDED)

Alexandra Ragin, School Counselor
Effective August 17, 2021 to June 30, 2022
(High School; change in effective date from August 31, 2021 to June 30, 2022)

CIVIL SERVICE

CL-1 LEAVE OF ABSENCE (unpaid)

(Pursuant to the Family Medical Leave Act of 1993-
12-week continuous medical coverage)

Lisa Baynon, Senior Office Assistant
Effective July 12, 2021 through August 27, 2021
(High School)

CIVIL SERVICE, continued

CL-2

RESIGNATION

Thomas Finnegan, Custodial Worker I
Effective August 7, 2021
(High School)

Daniel Seagraves, Custodial Worker I
Effective July 13, 2021
(Oquenock)

CL-3

RESIGNATION (AMENDED)

John Rizzotto, Custodial Worker I
Effective July 31, 2021
(Kirdahy)

CL-4

PROBATIONARY APPOINTMENT

Elizabeth Hammels, Part Time Food Service Worker
Effective August 26, 2021
(Paul J. Bellew; \$15.13/hr; replacing D. Carmine {resigned})

Thomas Hohsfield, Custodial Worker I
Effective August 16, 2021
(Oquenock; Step 1; replacing D. Seagraves {resigned})

*Antoinette Knice, Part Time Food Service Worker
Effective August 26, 2021
(Beach Street; \$15.13/hr; replacing S. DeSano {retired})

Michael Librizzi, Custodial Worker I
Effective August 16, 2021
(High School; Step 1; replacing D. Taveras {retired})

Nicholas Mancini, Custodial Worker I
Effective August 16, 2021
(Kirdahy; Step 1; replacing J. Camelleri {resigned})

Jedediah Rodriguez, Custodial Worker I
Effective August 16, 2021
(Paul J. Bellew; Step 1; replacing W. Delaney {appointed Custodial Worker III})

Edward Spradley Jr., Custodial Worker I
Effective August 16, 2021
(High School; Step 1; replacing T. Finnegan {resigned})

Josephine Taggart, Part Time Food Service Worker
Effective September 1, 2021
(High School; \$15.13/hr; replacing J. Rega {Assistant Cook})

CIVIL SERVICE, continued

CL-5 SUBSTITUTE FOOD SERVICE WORKER (\$15.00/hr)

*Lisa Ksiazek, effective September 1, 2021

CL-6 SUBSTITUTE GUARD

Michael Delgado, effective August 13, 2021 (\$19.54/hr)
*Salvatore Ferro, effective August 13, 2021 (\$22.80/hr)
Joseph LaSala, effective August 13, 2021 (\$22.80/hr)
Michael Nolan, effective August 13, 2021 (\$22.80/hr)
*Charles Ogburn, effective August 13, 2021 (\$22.80/hr)
Jenna Principato, effective August 13, 2021 (\$22.80/hr)
George Santiago, effective August 13, 2021 (\$22.80/hr)

OTHER

PREFERRED SUBSTITUTE

Savannah Rinne
Effective August 31, 2021
(High School; \$168.46/day; replacing Daniel Gschwind {reassigned})

Gabrielle Roberto
Effective August 31, 2021
(High School; \$168.46/day; replacing Tim Natsch {resigned})

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Thomas Carusillo, effective August 31, 2021 through June 24, 2022

SUBSTITUTE TEACHER (\$130 per diem)

Heather Fauvell, effective September 9, 2021, *student teacher*

SUMMER SCHOOL 2021

Craig Michel, Substitute

FALL 2021 HIGH SCHOOL COACHES

FOOTBALL (AMENDED)

Michael Bellacosa, Assistant Varsity Coach
(replacing Phil Kane; approved at BOE meeting June 10, 2021)

GIRLS VOLLEYBALL

James Klimkoski, Varsity Coach
Tara Annunziata, Assistant Varsity Coach
Taylor Carangi, J.V. Coach

SPECIAL EDUCATION SERVICES CONTRACT

This agreement is entered into this _____ day of _____ 2021 by and between the Board of Education of the **Bay Shore UFSD**, (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at **75 West Perkal Street, Bay Shore, NY 11706** and the Board of Education of the **West Islip Union Free School District**, (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at **100 Sherman Avenue, West Islip, NY 11795**.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

- A. **TERM:** The term of this agreement shall be from July 1, 2021 through June 30, 2022 inclusive, unless terminated earlier as provided for in this agreement.
- B. **SERVICES AND RESPONSIBILITIES:**
 1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A", incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
 - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of

any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

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

C. **COMPENSATION:**

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

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

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

D. **TERMINATION:**

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF

RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school districts governing the provision of special education services pursuant to Education Law 3602-c.

E. **MISCELLANEOUS:**

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

To DISTRICT OF LOCATION: **Bay Shore UFSD**
75 W. Perkal Street
Bay Shore, NY 11706

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

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

6. This Agreement, along with the attached Schedules "A" and "B", is the complete and exclusive state of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.
9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF LOCATION:
Bay Shore Union Free School District

DISTRICT OF RESIDENCE:
West Islip Union Free School District

By: 
President of Board of Education
School District

By: _____
President Board of Education
School District

Date: 3.24.21

Date: _____

**TUITION CONTRACT
FOR
SPECIAL EDUCATION SERVICES**

AGREEMENT made by and between the Board of Education of the Commack Union Free School District, having its principal office at Clay Pitts Road, P.O. Box 150, Commack, New York 11731 (hereinafter called the "Receiving School District"), and the Board of Education of the West Islip Union Free School District having its principal office at 100 Sherman Avenue, West Islip, New York 11795 (hereinafter called the "Sending School District").

WITNESSETH:

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

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

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The Sending School District hereby agrees to place, and the Receiving School District agrees to accept, the student(s) listed on the attached "Confidential Schedule A" in an appropriate program of the Receiving School District for the summer of the 2021 to 2022 school year. The term of this Agreement shall be from July 1, 2021 through August 30, 2021 inclusive, unless earlier terminated as provided in this Agreement.

B. COMPENSATION:

1. The Receiving School District shall be entitled to recover tuition from the Sending School District for each student receiving services pursuant to this Agreement in accordance with the NYSED Certified Tuition Summer Rates. The NYSED Certified Summer Rates will be the rate that is charged under the agreement and there will be no additional costs due for services provided under the Agreement. The rate is currently \$6,743 per student for the summer program. In addition, the Sending School District will be responsible for the 1:1 education rate, if applicable, which is currently \$3,704.40.
2. The Receiving School District shall submit a written invoice to the Sending School District which references the time period for which payment is being requested and includes a breakdown of the total amount due for the period specified.
3. The Sending School District shall pay the Receiving School District within thirty (30) days of receipt of each invoice by the Sending School District.
4. The Sending School District shall not incur any charges should the Receiving School District, its employees and/or agents in any way fail to perform services.

C. SERVICES AND RESPONSIBILITIES:

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

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

D. INSURANCE:

1. The Receiving District, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the Receiving District and the Sending District, including the Board of Education, employees and volunteers, as additionally insured, against any claim for liability, personal injury or death occasioned directly or indirectly by the Receiving District in connection with the performance of the Receiving District's responsibilities under this agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be written by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-Minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the receiving district shall notify the sending district in writing within thirty (30) days of such cancellation or non-renewal.

E. REPRESENTATIONS:

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

F. CONDITIONS:

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

In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from an indemnifying party under the provisions of this Paragraph F(2), the Sending School District shall promptly notify the Receiving School District of such suit, claim or demand, and give the Receiving School District an opportunity to defend same and settle same without any cost to the Sending School District, and shall extend reasonable cooperation to the Receiving School District in connection with such defense, which shall be at the expense of the Receiving School District. In the event that Receiving School District fails to defend the same within thirty (30) days of receipt of notice, the Sending School District shall be entitled to

assume the defense thereof, and the Receiving School District shall be liable to repay the Sending School District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments).

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

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

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

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

G. TERMINATION:

1. Either the Sending School District or the Receiving School District may terminate this Agreement upon thirty (30) days prior written notice to the other party, subject to any asserted pendency rights. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that either party's failure to comply with any terms or conditions of

this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party, which violated the Agreement.

3. In the event the Sending School District or the Receiving School District terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.
4. In the event the Sending School District's CSE changes the student's program or placement recommendation, the Receiving School District shall be entitled to a pro rata share of tuition through and including the final date of the student's attendance in the Program or the last day noticed, whichever is later.

H. NOTICES:

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

To the Receiving School District:

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

To Sending School District:

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

I. GENERAL:

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

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

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

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

Sending School District

Receiving School District

By:
President, Board of Education

By: Steven Hartman
President, Board of Education

Date _____

Date _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2021**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC** (hereinafter the "CONSULTANT"), having a principal mailing address of P.O. Box 1025, Remsenburg, NY 11960.

A. TERM

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

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT 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.
2. Neither CONSULTANT 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 Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. 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.
4. Defense / Indemnification
 - a. CONSULTANT agrees to defend, indemnify and hold harmless the 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 CONSULTANT, 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. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, 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.
5. District agrees not to hire a nurse referred by Horizon Healthcare Staffing within one year of the referral without written permission from Horizon.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

**SEE ATTACHED RATE SHEET
FOR SUMMER AND FALL 2021-2022**

2. CONSULTANT 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 Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement, and any other license or certification applicable.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per attached **2021-2022 Rate Sheet**.

E. INSURANCE

1. CONSULTANT, 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 CONSULTANT and the 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 CONSULTANT in connection with the performance of CONSULTANT'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).
2. CONSULTANT shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

3. In the event the CONSULTANT or the 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.

G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

H. WAIVER OF RIGHTS

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.

I. 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.

J. 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.

K. ENTIRE AGREEMENT

1. 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.

2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Complete Rehabilitation PT, OT,
SLP of the Hamptons, PLLC

West Islip Union Free School District

BY: 
Executive Director

BY: _____
President, Board of Education

RELATED SERVICES PROVIDER CONTRACT

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC

Fee Schedule: West Islip Union Free School District
2021-2022 School Year

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC shall provide services as defined by the District and is the District's Administrative responsibility in accordance with Federal and State Laws regulating the practice of such educational services.

Provision of Related Services: **Occupational Therapy, Physical Therapy, Speech Therapy and Special Education** services will be through service options listed below:

Service Option: Evaluations	Fee*
Evaluations performed may include: Initial Evaluations and Re-Evaluations for Occupational Therapy, Physical Therapy and Speech Therapy when approved by the CSE or 504 Plan Coordinator. Evaluations may include administration of formal, standardized assessment tools and clinical assessment of performance areas to determine the need for therapy services and models of related service options. The procedure may include: <ul style="list-style-type: none"> • observation of student in the educational environment • record review • parent/teacher interview • administration and interpretation of test data • submission of written report 	\$250
Service Option: Direct Services (OT, PT, ST, SE) District Students Attending Programs Outside of District (i.e., cross-contracted with another district): Receiving Related Services (OT/PT/ST); On behalf of cross-contracted students, services may include attendance at CSE/504 meetings, teacher meetings, parent meetings, IEP/504 meetings and annual review meetings or unspecified meeting requests. <i>(per 30-minute session, per student)</i>	\$50
Service Option: Indirect Services (OT, PT, ST, SE) Consultation (non-mandated): May include: time spent meeting between school personnel and OT/PT/ST/SE, provided periodically to teachers throughout the school year as needed to discuss student schedules, review IEP goals, discuss progress marks and in preparation for annual review meetings. Additionally, Consultation (non-mandated) is provided to assess student needs for adaptive equipment including specifications and ordering information. <i>(per 30-minute session)</i>	\$50
Attendance at Meetings by Related Service Providers (OT/PT/ST/SE): Attendance at meetings may include: CSE/504 meetings, teacher meetings, parent meetings, IEP/504 meetings and annual review meetings or unspecified meeting requests authorized by the School District's Special Education department or Non-Special Education Committees such as 504, IST or MTSS/RtI district wide. <i>(per 30-minute session)</i>	\$50

*this rate includes therapist and administrative fees.

Payment Schedule

District is to make payment(s) once an invoice is submitted for payment. Invoice to include total treatment sessions by hours, dates that the invoice covers, and total amount due for the period specified.

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC will submit an invoice for services rendered on a monthly basis and the school district agrees to make full payment within sixty (60) days after receipt of said invoice.



Barbara A. Heim, OTR/L
 Executive Director
 Complete Rehabilitation PT, OT, SLP
 of the Hamptons, PLLC

Date

4/6/2021

District

Date

**Supplemental Agreement between the
WEST ISLIP UNION FREE SCHOOL DISTRICT**

and

COMPLETE REHABILITATION PT, OT, SLP of the HAMPTONS, PLLC

Supplemental Agreement dated this 1st day of July, 2021 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WESTISLIP, NEW YORK, 11795, **Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC** (the "Contractor") located at P.O. Box 1025, Remsenburg, NY 11960.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d (hereinafter "Supplemental Agreement").

NOW THEREFORE, in consideration of the mutual promises below, the District and Contractor agree as follows:

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.
 - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.
 - b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean the **Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC**.
 - c. "Student" means any person attending or seeking to enroll in an Educational Agency.
 - d. "Student Data" means Personally Identifiable Information of a "Student."
 - e. "Eligible Student" means a Student who is eighteen years or older.

- b. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, 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.
5. District agrees not to hire a nurse referred by Horizon Healthcare Staffing within one year of the referral without written permission from Horizon.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

**SEE ATTACHED RATE SHEET
FOR SUMMER AND FALL 2021-2022**

2. CONSULTANT 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 Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement, and any other license or certification applicable.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per attached **2021-2022 Rate Sheet**.

E. INSURANCE

1. CONSULTANT, 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 CONSULTANT and the 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 CONSULTANT in connection with the performance of CONSULTANT'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).
2. CONSULTANT shall provide the DISTRICT will a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

3. In the event the CONSULTANT or the 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.

G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

H. WAIVER OF RIGHTS

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.

I. 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.

J. 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.

K. ENTIRE AGREEMENT

1. 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.

2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Complete Rehabilitation PT, OT,
SLP of the Hamptons, PLLC

West Islip Union Free School District

BY: 
Executive Director

BY: _____
President, Board of Education

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

This Agreement is entered into this **1st day of July, 2021** by and between the Board of Education of the **West Islip UFSD School District** (hereinafter the "**SENDING DISTRICT**"), 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 **Deer Park 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.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

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

B. SERVICES AND RESPONSIBILITIES:

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

**Full Day Instruction and related services as per attached
Student Information Summary**

2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.
3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice

shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.

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

shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.

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

18. Insurance

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

C. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement in accordance with the Commissioner's formula for calculating tuition for non-resident students.
 - a. Tuition rate will be based on actual costs of education and special education services in accordance with the Commissioner's formula for calculating tuition for non-resident students.
 - 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. Defense / Indemnification

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

- b. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
3. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To Sending District:	Elisa Pellati Asst. Supt. for Business West Islip UFSD West Islip, NY 11795
To Receiving District:	James Cummings Asst. Supt. for Pupil Personnel Services 1881 Deer Park Avenue Deer Park, NY 11729
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.

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

SENDING DISTRICT

RECEIVING DISTRICT

By:

President, Board of Education
West Islip UFSD



By:

President, Board of Education
Deer Park UFSD

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2021**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Serene Home Nursing Agency**, (hereinafter the "CONSULTANT"), having a principal mailing address of 42 Academy Street, Patchogue, NY 11772

A. TERM

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

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT 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.
2. Neither CONSULTANT 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 Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. 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.
4. Defense / Indemnification
 - a. CONSULTANT agrees to defend, indemnify and hold harmless the 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 CONSULTANT, 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. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, 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.

5. District agrees not to hire a nurse referred by Horizon Healthcare Staffing within one year of the referral without written permission from Horizon.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

**SEE ATTACHED RATE SHEET
FOR SUMMER AND FALL 2021-2022**

2. CONSULTANT 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 Department of Education.

3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement, and any other license or certification applicable.

4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.

5. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per attached **2021-2022 Rate Sheet**.

E. INSURANCE

1. CONSULTANT, 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 CONSULTANT and the 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 CONSULTANT in connection with the performance of CONSULTANT'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).
2. CONSULTANT shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the 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.

G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

H. WAIVER OF RIGHTS

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.

I. 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.

J. 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.

K. ENTIRE AGREEMENT

1. 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.


2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Serene Home Nursing Agency

West Islip Union Free School District

BY:


~~Executive Director~~
Irene Mandias
CEO

BY: _____

President, Board of Education

Serene Home Nursing Agency

42 Academy Street
 Patchogue, NY 11772
 (631) 696-9669- Office
 (631) 350-5719- Fax

2021-2022 Nassau County and Suffolk County Basic School District Service Rates

RN Assessment	\$185 per visit
RN School Nurse (up to 2 hours)	\$185.00
RN School Nurse (over 2 hours)	\$87.00 per additional hour rounded up to next hour
RN Private Duty Nurse (up to 2 hours)	\$185.00
RN Private Duty Nurse (over 2 hours)	\$87.00 per additional hour rounded up to next hour
Nurse to accompany student to and from school on bus	\$190.00 up to 2 hours per trip
Nurse to accompany student to and from school on bus	\$95.00 per additional hour per trip
LPN Private Duty Nurse (up to 2 hours)	\$175.00
LPN Private Duty Nurse (over 2 hours)	\$70.00 per additional hour rounded up to next hour
Physical Therapy visit up to 1 hour	\$195.00 (up to 1 hour)
Physical Therapy visit (over 1 hour)	\$120.00 per additional hour rounded up to next hour
Occupational Therapy visit up to 1 hour	\$195.00 (up to 1 hour)
Occupational Therapy visit (over 1 hour)	\$120.00 per additional hour rounded up to next hour
Speech Therapy visit up to 1 hour	\$195.00 (up to 1 hour)
Speech Therapy visit (over 1 hour)	\$120.00 per additional hour rounded up to next hour
Home Health Aide (up to 6 hours)	\$200.00
Home Health Aide- per additional hour (over 6 hour base day)	\$35.00 per additional hour rounded up to next hour
CNA (up to 6 hours)	\$225.00
CNA - per additional hour (over 6 hour base day)	\$37.00 per additional hour rounded up to next hour

*Please note, for billing purposes, any services provided for less than a full hour will be rounded up to a full billable hour.

Supplemental Agreement between the
WEST ISLIP UNION FREE SCHOOL DISTRICT
and
SERENE HOME NURSING AGENCY

Supplemental Agreement dated this **1st** day of **July, 2021** between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the “District”), located at 100 SHERMAN AVENUE, WESTISLIP, NEW YORK, 11795, **SERENE HOME NURSING AGENCY** (the “Contractor”) located at **42 Academy Street, Patchogue, NY 11772.**

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the “Agreement”) whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d (hereinafter “Supplemental Agreement”).

NOW THEREFORE, in consideration of the mutual promises below, the District and Contractor agree as follows:

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.
 - a. “Educational Agency” shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.
 - b. “Third Party Contractor” shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean the **SERENE HOME NURSING AGENCY**.
 - c. “Student” means any person attending or seeking to enroll in an Educational Agency.
 - d. “Student Data” means Personally Identifiable Information of a “Student.”
 - e. “Eligible Student” means a Student who is eighteen years or older.

- f. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- g. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- h. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- i. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.
- j. "Personally Identifiable Information" shall have the following meanings:
 - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
 - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

2. The District has developed the Parents' Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:

- a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
- b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.
- c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- d. A complete list of all student data elements collected by the State is available for public review at

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

or a copy may be obtained by writing to:

Office of Information & Reporting Services
New York State Education Department, Room 863 EBA
89 Washington Avenue
Albany, NY 12234

- e. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Lisa DiSibio, *District Data Coordinator*
West Islip UFSD
100 Sherman Avenue
West Islip, New York, 11795
631-930-1583
l.disibio@wi.k12.ny.us

- f. “Supplemental information” for each contract into which the District enters with a third party who receives student data or teacher or principal data shall:
- i. state the exclusive purposes for which the student data or teacher or principal data will be used;
 - ii. specify how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
 - iii. stipulate when the agreement expires and what will happen to the student data or teacher or principal data upon expiration of the agreement;
 - iv. include if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
 - v. state where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected.

This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department’s Chief Privacy Officer, as well as emerging guidance documents.

3. As required by Education Law §2-d(3)(c), the District has developed the following “supplemental information” for the Agreement with the Contractor:

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the exclusive purpose(s) of performing Contractor’s obligations under this Agreement.

b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and/or the data protection and security requirements set forth in Education Law §2-d.

c. When the Agreement terminates between the District and the Contractor, the Contractor shall return such data to the District or if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form in a manner agreeable to the district.

d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.”

e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: *[Insert the manner in which Student Data and/or Principal or Teacher Data will be stored, and the security procedures that will be taken to ensure that the Data will be protected, including whether the data will be encrypted.]*

Please see the attached Data Privacy Policy

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:

a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;

b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;

c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:

i. Without the prior written consent of the Parent or Eligible Student; or

ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6), the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

7. Miscellaneous:

a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.

b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

SERENE HOME NURSING AGENCY

WEST ISLIP UFSD

By: _____

Print Name: _____

Title: _____

Date: _____


Irene Mandias
CEO
7/6/2021

By: _____

Print Name: _____

Title: _____

Date: _____

President, Board of Education

Serene Home Nursing Agency's Data Privacy and Security Plan

Serene Home Nursing Agency (SHNA) maintains and enforces the Cybersecurity policies listed below:

- Access Controls and Identity Management Policy
- Asset Inventory and Device Management Policy
- Business Continuity and Disaster Recovery Planning Policy
- Customer Data Privacy Policy
- Data Classification and Governance Policy
- Data Retention, and Destruction Policy
- Incident Response Policy
- Information Security Policy
- Physical Security and Environment Controls Policy
- Risk Assessment Policy
- Systems and Network Monitoring Policy
- Systems and Network Security Policy
- Systems Operations and Availability Policy

Serene Home Nursing Agency (SHNA) has implemented the administrative and operational technical safeguards below:

- Account Monitoring and Control Policy
- Password Parameters
- Controlled Access
- Administrative Privileges
- Document Control
- IPS – Intrusion Prevention System
- IDS – Intrusion Detection System
- IPsec – Internet Protocol Security
- SSL – Secure Sockets Layer
- ACL – Access Control List
- DMZ – Demilitarized Zone
- Multi-factor Authentication
- Microsoft Active directory - Lightweight Directory Access Protocol (LDAP)
- Firewall
- Carbon Black Antivirus

Serene Home Nursing Agency officers, employees and authorized users of information systems must complete annual security awareness training mandated by the State of New York, which will include cybersecurity awareness training. The training will be obtained through one of the following:

- remote online course
- live webinar, and/or
- in-person instructor led course

All employees are required to sign a HIPAA Compliance Agreement upon initial employment and are required to complete a yearly in-service on HIPAA privacy requirements.

Serene Home Nursing Agency will manage any data security and privacy incidents that implicate PII and identify breaches and/or unauthorized disclosures and report incidents to the District with the following protocols:

- Initiate the Incident Response Policy
- Established secure configuration standards for firewalls, routers and network switches which include:
 - Firewall contains IPS (Intrusion Prevention System) and IDS (Intrusion Detection System)
 - Deep Packet Inspection
 - Content Management
 - Notifications to IT personnel on any alerts or intrusions
 - Incidents will be reported via a Data Incident Reporting Form to the following School District individuals: Ex. IT Director, Districts Information Security Officer
 - The report will indicate whose personal information was disclosed, to whom it was disclosed, when it was disclosed, how it was disclosed/accessed, and what steps have been taken in response to the disclosure.

Serene Home Nursing Agency will surrender all data belonging to the district after the contractual agreement has been met via secure electronic data transfer or Physical paper delivery upon request by the District. (Ex. SFTP, SSL, encrypted external hard drives, 3rd party secure business delivery for physical documents)

Serene Home Nursing Agency hires a secured third-party service who destructs all data and/or PII (Personal Identifiable Information) paper documents. SHNA will provide certification of such destruction via email upon request by the district.

Serene Home Nursing Agency's data security and privacy program/practices materially align with the NIST CSF v1.1 as listed below:

Access Controls and Identity Management Policy - Identify (ID)

- actively manage the lifecycle of system and application accounts.
- prevent unauthorized access to systems, applications, and information.
- comply with legal and regulatory obligations.

Asset Inventory and Device Management Policy - Identify (ID)

- produce an accurate depiction of SHNA logical and physical technological footprint as required to conduct an effective Risk Assessment.
- enhance the ability to control, maintain and properly secure technology assets.
- promote SHNA ability to conduct proper information technology planning and budgeting exercises.
- manage the acquisition, maintenance and decommissioning of technology assets.
- efficiently allocate support resources.
- enhance SHNA, ability to effectively conduct Business Continuity and Disaster Recovery Planning.
- actively manage (inventory, track and correct) all hardware devices on the network so that only authorized devices are provided access, and unauthorized and unmanaged devices are found and prevented from gaining access; and
- comply with legal and regulatory obligations.

Data Classification and Governance Policy - Identify (ID)

- define data classification types.
- protect sensitive data.
- assist in assessing risk and defining corresponding controls to manage risk; and
- comply with legal and regulatory requirements.

Risk Assessment Policy - Identify (ID)

- identify cybersecurity threats and vulnerabilities.
- document how risks will be mitigated, transferred, or accepted.
- provide actionable information for the Cybersecurity program.
- comply with legal and regulatory obligations.

Systems and Network Security Policy - Protect (PR)

- secure information technology assets; and
- comply with legal and regulatory obligations.

Awareness and Training - Protect (PR)

- all employees must complete annual security awareness training mandated by the State of New York.
- The training will also include cybersecurity awareness by the following methods: remote online course, live webinar, and/or in-person instructor led course.

Customer Data Privacy Policy - Protect (PR)

- ensure the confidentiality and integrity of customer data.

- comply with legal and regulatory obligations.

Information Security Policy

- Protect (PR)

- provide a safe and secure computer and network environment for employees and authorized users.
- protect the Company from liabilities or damages related to the misuse of information technology systems.
- comply with all current and relevant legislation and regulations.
- protect sensitive and confidential information.
- ensure that all authorized users, members of management and shareholders understand their responsibilities for protecting assets and information.

Systems Operations and Availability Policy

- Protect (PR)

- promote effective information technology planning.
- avoid bottlenecks or degraded service.
- avoid unplanned disruptions or outages.
- define how information technology is used in the Company.
- comply with legal and regulatory obligations.

Data Retention, and Destruction Policy

- Protect (PR)

- define the length of time that data is retained and when and how that it can be destroyed.
- archive original documents that may be required to be retained for litigation, disaster recovery efforts or by applicable law or regulation.
- establish a document retention period and ensure that documents are destroyed in a proper manner.
- comply with legal and regulatory obligations.

Physical Security and Environment Controls Policy

- Protect (PR)

- prevent unauthorized or unlawful access to the organizations' building with the intent of theft, damage, or disruption to operations.
- prevent the destruction or damage of information technology assets due to environmental threats.
- comply with legal and regulatory obligations.

Systems and Network Monitoring Policy

- Detect (DE)

- monitor information technology assets.

- collect, manage, and analyze audit logs of events that could help detect, understand recover from an attack.
- Implement an incident response team
- comply with legal and regulatory obligations.

Incident Response Policy

- Respond (RD)

- SHNA maintains an incident response plan which contains the following:
 - the objectives and goals of the incident response plan
 - procedures for incident response planning and preparation
 - definition of roles, responsibilities, and levels of decision-making authority
 - process for monitoring, detecting, responding to, and reporting information security incidents.
 - procedures for handling forensic evidence
 - procedures for internal and external communications
 - process for identifying and remediating weaknesses in information security controls
 - comply with legal and regulatory obligations.

Business Continuity and Disaster Recovery Planning Policy - Recover (RC)

Data Backup and Recovery Principles:

- 2 copies of "Critical" data are kept at all times.
- Backup files are kept on two different media types at all times.
- One copy of back up files is kept offsite.
- A documented BCDRP exists at all times.
- The BCDRP is routinely updated, at a minimum once every year, by authorized personnel to reflect any changes made to the scope, disaster declaration criteria, notification procedure, BCDRP team member or recovery procedures.

The contents of the BCDRP, at a minimum, include:

- critical business information (locations, primary shareholders, and emergency contact information)
- BCDRP team members.
- a list of assets by category.
- disaster declaration guidelines.
- notification procedures.
- recovery procedures
- comply with legal and regulatory obligations.

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2021 by and between the Board of Education of the **West Islip Public Schools** (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue West Islip, New York 11795 and the Board of Education of the **Syosset Central School District** (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at P. O. Box 9029, 99 Pell Lane Syosset, New York 11791.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

- A. **TERM**: The term of this Agreement shall be from July 1, 2021 through June 30, 2022 inclusive, unless terminated earlier as provided for in this Agreement.

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

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

C. **COMPENSATION:**

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

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

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

D. **TERMINATION.**

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

E. **MISCELLANEOUS**

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

To DISTRICT OF RESIDENCE:

Ms. Elisa Pellati
Asst. Supt. for Business
West Islip Public Schools
100 Sherman Avenue
West Islip, New York 11795

To DISTRICT OF LOCATION:

Dr. Joseph LaMelza
Assistant Supt. for Pupil Personnel Services
Syosset Central School District
P.O. Box 9029
Syosset, New York 11791

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. This Agreement, along with the attached Schedules "A" and "B", is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement
7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it

intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.

9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE

DISTRICT OF LOCATION

By:
President Board of Education
School District

Date _____

By:
President Board of Education
School District

Date _____

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

This Agreement is entered into this 1st day of July, 2021 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795, and Woods Services, Inc., (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 40 Martin Gross Drive, Langhorne, Pennsylvania 19047.

W I T N E S S E T H

WHEREAS the DISTRICT is authorized under the Education Law to contract with private, residential schools outside of the State of New York for the instruction of students with disabilities in those situations where the DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the DISTRICT; and

WHEREAS, the SCHOOL is a private, residential school outside of the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

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

B. SERVICES AND RESPONSIBILITIES:

1. SCHOOL shall provide adequate instruction, related services, and/or a facility to students from the DISTRICT during the school year. The residential treatment and educational programming and services provided by the SCHOOL shall be appropriate to the mental ability and physical condition of the children, in accordance with the Commissioner's Regulations, all applicable Federal, State and local statutes, rules, and ordinances.
2. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:
 - a. Services in strict compliance with each student's Individualized Education Plan ("IEP"), including, but not limited to, educational programming and residential treatment during the regular school year and extended school year.

- b. The implementation of goals and objectives for educational services provided as per each individual student's IEP;
 - c. The completion of progress reports regarding student achievement of objectives as per report card schedules;
 - d. The provision of annual progress reports for each student receiving services to the Committee on Special Education ("CSE") to be reviewed at each student's CSE meeting;
 - e. Attendance by a special educator and/or administrator or professional staff member familiar with the individual student at CSE meetings;
 - f. Evaluations as per the request of the DISTRICT on an as needed basis;
 - g. Compliance with any testing requirements upon prior written notification of such review dates.
3. The SCHOOL shall provide the services set forth in this Agreement to those students referred by the DISTRICT.
4. SCHOOL shall provide the DISTRICT with a copy of any progress reports, testing, and/or observation reports prepared in connection with the students served.
5. SCHOOL further agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, New York State and local laws, rules, and regulations.
6. SCHOOL shall be responsible for appropriate staff orientation and training for all its educational and supporting personnel, including, but not limited to, in-service training related to the provision of educational services to students with disabilities.
7. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student's IEP, as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student's IEP.
8. The SCHOOL 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.
9. The SCHOOL shall contact and obtain from the Office of Children and Family Services a letter stating that they have reviewed the State Central Register's records and that they do not find any individuals providing services under this Agreement to be the subject of an indicated case of child abuse and maltreatment as defined in accordance with the provisions and limitations of section 424-a of the Social Services Law, as that statute had been modified by applicable court decisions.

10. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.
11. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL 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.
12. At the DISTRICT'S request, the SCHOOL 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 SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
13. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
14. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
15. The SCHOOL will work cooperatively with the DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
16. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of same.
17. 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.

18. 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).
19. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
20. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
21. Upon reasonable prior written notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.
22. 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 SCHOOL shall promptly give written notice of same to the DISTRICT.
23. Insurance
 - a. The SCHOOL, at its sole expense, shall procure and maintain the following policies and other insurance as shall be necessary to insure the SCHOOL and the 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

SCHOOL in connection with the performance of the SCHOOL's responsibilities under this Agreement:

i. Commercial General Liability:

1) Coverage and Limits:

Occurrence	
General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Per Occurrence Limit	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

2) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent

3) Extensions – Mandatory:

- a) Sexual Abuse and Molestation Coverage
- b) Contractual Liability extending to indemnification
- c) The general liability is to be primary and noncontributory.
- d) Waiver of Subrogation in favor of the additional insured.

ii. Workers Compensation, Employers' Liability and Disability: providing statutory limits as may be required by the Commonwealth of Pennsylvania for workers' compensation, employers' liability and disability benefits insurance for all employers.

iii. School Leaders Errors & Omissions/Professional Liability Coverage:

1) Limit \$1,000,000 each claim

2) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent

iv. Automobile Insurance:

1) Limit \$1,000,000 Combined Single Limit

v. Umbrella Liability

1) Coverage:

Umbrella Form, or Excess Follow Form of primary general liability, Sexual Abuse and Molestation, School Leaders Errors & Omissions/Professional Liability and Automobile Liability.

2) Minimum Limit: \$10,000,000

3) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent.

- b. New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the School's discretion. The insurance carrier must have an A.M. Best Rating of at least A X.
- c. In the event any of the aforementioned insurance policies are materially changed, cancelled or not renewed, the SCHOOL shall notify the DISTRICT in writing within thirty (30) days of such cancellation or nonrenewal.
- d. The policies shall state that the organization's coverage shall be primary, non-contributory coverage for the DISTRICT, its Board, employees and volunteers.
- e. DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or similar such forms to verify endorsement as may be used by the respective insurer. A copy of the endorsement shall be attached to the certificate of insurance.
- f. Upon the execution of this Agreement, the SCHOOL will supply the DISTRICT with a Certificate of Insurance including the 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.
- g. Failure of SCHOOL to obtain such insurance shall constitute a material breach of this contract.

- h. In the event that any of the insurance coverage to be provided by the SCHOOL contains a deductible, SCHOOL shall indemnify and hold DISTRICT harmless from payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the SCHOOL.
- i. SCHOOL shall provide the DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SCHOOL further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects SCHOOL to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages DISTRICT sustains as a result of this breach. In addition, SCHOOL shall be responsible for indemnification to DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

C. COMPENSATION:

- 1. The SCHOOL shall be entitled to recover tuition from the DISTRICT for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education.
 - a. If the tuition rates for this school year are not available at the beginning of that school year, the DISTRICT shall pay the rate applicable to the previous school year until the new rates are set, at which time the parties shall adjust tuition payments so that the DISTRICT shall have paid in accordance with the rates applicable to that current school year.
- 2. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the 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 DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.
- 4. The DISTRICT shall give the SCHOOL 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 DISTRICT or the SCHOOL 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 DISTRICT or the SCHOOL terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Defense / Indemnification

- a. The DISTRICT agrees to defend, indemnify and hold harmless the SCHOOL, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, 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. The SCHOOL agrees to defend, indemnify and hold harmless the 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 SCHOOL, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
3. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Ms. Jeanne Dowling
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

To School: Ms. Laura Calderone
Woods Services, Inc.
40 Martin Gross Drive
Langhorne, PA 19047

4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
8. 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.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

WOODS SERVICES, INC.



7/2/21

By: Tine Hansen-Turton
President and CEO

WEST ISLIP UNION
FREE SCHOOL DISTRICT

West Islip UFSD, Board President

RESOLUTION: 2021-2022 TAX LEVY

WHEREAS, the estimated expenditures for the West Islip Union Free School District, for the school year 2021-2022 in the amount of \$127,501,568 proposed in accordance with Section 1716 of the Education Law, were approved by the voters of the District on May 18, 2021, and,

WHEREAS, the estimated expenditures for the West Islip Public Library, for the fiscal year 2021-2022 in the amount of \$4,198,519, proposed in accordance with Section 259 of the Education Law, were approved by the voters of the District on April 6, 2021 for a total approved budget of \$131,700,087 therefore,

BE IT RESOLVED, that the 2021-2022 tax levy in the amount of \$88,619,244 for the West Islip Union Free School District and \$4,105,519 for the West Islip Public Library, for a combined tax levy of \$92,724,763 be approved and levied upon the real property of the District.

(The tax levy of \$88,619,244 for the School District plus \$38,882,324 other income as estimated on July 1, 2021, including State Aid, \$400,000 Appropriated from Reserves and \$1,000,000 of Appropriated Fund Balance equals a budget of \$127,501,568. The tax levy of \$4,105,519 for the Public Library plus \$93,000 other income as estimated on July 1, 2021 equals a budget of \$4,198,519).

RESOLVED, that the West Islip Union Free School District shall request an exemption from implementing a school breakfast program in the below listed schools for the 2021-2022 school year.

BAYVIEW ELEMENTARY SCHOOL
BEACH STREET MIDDLE SCHOOL
MANETUCK ELEMENTARY SCHOOL
OQUENOCK ELEMENTARY SCHOOL
PAUL J. BELLEW ELEMENTARY SCHOOL
UDALL ROAD MIDDLE SCHOOL

July, 2021

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amounts of \$1,142.23, \$1,465.11, \$1,461.79 and \$1,877.61 from Retail Business Services, which have been donated for the purchase of supplies for the students of the Manetuck, Bayview and Paul J. Bellew Elementary Schools and Beach Street Middle School.

RESOLUTION: INCREASE 2021-2022 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorizes the appropriation budget for the 2021-2022 school year to be increased to \$127,507,514.74, an increase of the combined \$5,946.74 donation from Retail Business Services for the Manetuck, Bayview, Paul J. Bellew and Beach Street Schools.

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Retail Business Services

DONOR ADDRESS: PO Box 7200 Calisle, PA 17013

DONATION: Cash or Check Goods Service

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

Check #8523580 \$1465.11

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

General Fund Extracurricular Fund Trust & Agency Budget Code A21105181199910

Anticipated Date of Delivery to the School received

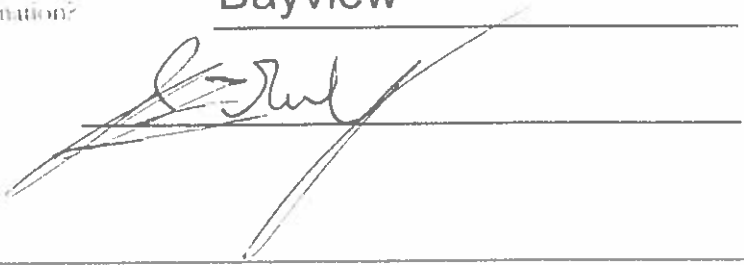
Any related installation costs? Yes No Estimated Annual Cost _____
If "Yes" please attach approval from Assistant Superintendent for Business.

Any expected maintenance costs? Yes No Estimated Annual Cost _____

Purpose of the donation? Bayview

Which building/department will benefit from the donation? Bayview

Principal's/Administrator's Signature & Date



To be completed by the Business Office:

Board of Education Approval Date _____

Budget Adjustment Recorded _____

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

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

Retail Business Services

Retail Business Services
P.O. Box 7200
Carlisle, PA 17013

CHECK NO 008523580
CHECK DATE 06/07/2021
CHECK AMOUNT \$1,465.11

REMITTANCE DETAIL

Invoice Date	Dept./Lpc#	Invoice/Ref#	PO #	Gross Amount	Discount Amount	Amount Paid
06/02/2021	COMPANY: EOTH 6930	AHOLD DELHAIZE USA A+ REWARDS		SUPPLIER: 1,465.11	703624 .00	1,465.11
Totals				1,465.11	.00	1,465.11

THE ATTACHED CHECK IS TENDERED IN PAYMENT OF INVOICES SHOWN. IN CASE OF DISCREPANCY, PLEASE RETURN WITH FULL PARTICULARS TO THE ABOVE ADDRESS. PLEASE CONTACT THE AFS CUSTOMER SOLUTIONS CENTER AT 717-960-1700 IF YOU HAVE ADDITIONAL QUESTIONS.

Retail Business Services

PO BOX 7200
CARLISLE, PA 17013

CHECK NUMBER 008523580
CHECK DATE 06/07/2021
52-153/112

TO THE ORDER OF

BAYVIEW ELEMENTARY SCHOOL

*****1,465.11**

PAY

ONE THOUSAND FOUR HUNDRED SIXTY FIVE DOLLARS & 11/100

Bank of America, N.A.
South Portland, ME

Kimberly Adams
Sr. Vice President

⑈008523580⑈ ⑆01120⑆539⑆ 80076 864⑈

Deposit Prepared

Janice L. French 7/6/21
Business Office - Signature/Date

Deposit Verified

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Retail Business Services/A+ rewards

DONOR ADDRESS: PO Box 7200 Carlisle PA 17013

DONATION: Cash or Check Goods Service

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

1877.61 Check# 008522807

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

General Fund Extracurricular Fund Trust & Agency Budget Code _____

Anticipated Date of Delivery to the School _____

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

Any expected maintenance costs? Yes No Estimated Annual Cost _____

Purpose of the donation? _____

Which building/department will benefit from the donation? Beach Street

Principal's/Administrator's Signature & Date *[Signature]* 7/7/21

To be completed by the Business Office:

Board of Education Approval Date _____

Budget Adjustment Recorded _____

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

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



Retail Business Services
 P.O. Box 7200
 Carlisle, PA 17013

CHECK NO 008522807
 CHECK DATE 06/07/2021
 CHECK AMOUNT: \$1,877.61

REMITTANCE DETAIL

Invoice Date	Dept.	Loc#	Invoice/Rcf#	PO #	Gross Amount	Discount Amount	Amount Paid
06/02/2021	COMPANY: EOTH	6930	AHOLD DELHAIZE USA A+ REWARDS		SUPPLIER: 1,877.61	702015 .00	1,877.61
Totals					1,877.61	.00	1,877.61

"THE ATTACHED CHECK IS TENDERED IN PAYMENT OF INVOICES SHOWN. IN CASE OF DESCREPANCY, PLEASE RETURN WITH FULL PARTICULARS TO THE ABOVE ADDRESS. PLEASE CONTACT THE AFS CUSTOMER SOLUTIONS CENTER AT 717-960-1700 IF YOU HAVE ADDITIONAL QUESTIONS."



PO BOX 7200
 CARLISLE, PA 17013

CHECK NUMBER 008522807
 CHECK DATE 06/07/2021
 52-153/112

TO THE
 ORDER OF

BEACH ST MIDDLE SCHOOL

*****1,877.61**

PAY

ONE THOUSAND EIGHT HUNDRED SEVENTY SEVEN DOLLARS & 61/100

Bank of America, N.A.
 South Portland, ME

Katherine Roberts
 (Sr. Vice President)

⑈008522807⑈ ⑆011201539⑆ 80076 864⑈

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Retail Business Services

DONOR ADDRESS: PO Box 7200 Carlisle, PA 17013

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

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

Check #008523306 \$1461.79

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

[X] General Fund [] Extracurricular Fund [] Trust & Agency Budget Code 2110.518.179.9910

Anticipated Date of Delivery to the School

Received

Any related installation costs? [] Yes [] No Estimated Annual Cost

If "Yes" please attach approval from Assistant Superintendent for Business.

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

Purpose of the donation?

Which building/department will benefit from the donation? Paul J Bellew

Principal's/Administrator's Signature & Date [Signature] 6/30/21

To be completed by the Business Office:

Board of Education Approval Date

Budget Adjustment Recorded

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

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



PO BOX 7200
CARLISLE, PA 17013

CHECK NUMBER 008523306
CHECK DATE 06/07/2021
52-153112

TO THE
ORDER OF

PAUL J BELLEW ELEMENTARY SCHOOL

*****1,461.79**

PAY

ONE THOUSAND FOUR HUNDRED SIXTY ONE DOLLARS & 79/100

Kiberly Adams

Bank of America, N.A.
South Portland, ME

Sr. Vice President

⑈008523306⑈ ⑆011201539⑆ 80076 864⑈



Retail Business Services
P.O. Box 7200
Carlisle, PA 17013

CHECK NO 008523306
CHECK DATE 06/07/2021
CHECK AMOUNT \$1,461.79

REMITTANCE DETAIL

Invoice Date	Dept.	Loc#	Invoice/Ref#	PO #	Gross Amount	Discount Amount	Amount Paid
06/02/2021	COMPANY : EOTH	6930	AHOLD DELHAIZE USA A+ REWARDS		SUPPLIER: 1,461.79	703122 .00	1,461.79
Totals					1,461.79	.00	1,461.79

"THE ATTACHED CHECK IS TENDERED IN PAYMENT OF INVOICES SHOWN. IN CASE OF DISCREPANCY, PLEASE RETURN WITH FULL PARTICULARS TO THE ABOVE ADDRESS. PLEASE CONTACT THE AFS CUSTOMER SOLUTIONS CENTER AT 717-960-1700 IF YOU HAVE ADDITIONAL QUESTIONS."

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Stop & Shop

DONOR ADDRESS: P.O. Box 7200, Carlisle PA. 17013

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

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

Check # 00852 3644
\$ 1,142.23

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

[] General Fund [] Extracurricular Fund [] Trust & Agency Budget Code 92110, 518, 149, 9910

Anticipated Date of Delivery to the School Today

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

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

Purpose of the donation? Students Needs

Which building/department will benefit from the donation? Manetuck

Principal's/Administrator's Signature & Date Vanessa Williams 6/28/2002

To be completed by the Business Office:

Board of Education Approval Date

Budget Adjustment Recorded

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

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

**Retail Business
Services**

CHECK NUMBER 008523644
CHECK DATE 06/07/202
52-153/112

PO BOX 7200
CARLISLE PA 17013

TO THE
ORDER OF

MANETUCK ELEMENTARY SCHOOL

*****1,142.23**

PAY

ONE THOUSAND ONE HUNDRED FORTY TWO DOLLARS & 23/100

Bank of America, N.A.
South Portland, ME

Katherine Adams
Sr. Vice President

⑈008523644⑈ ⑆011201539⑆ 80076 864⑈

I. RESOLUTIONS

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledges receipt of the Independent Accountant's Report on Applying Agreed-Upon Procedures dated June 22, 2021 from Cullen & Danowski, LLP.

Recommend the Board of Education approve the Corrective Action Plan in response to the internal auditors' Agreed-Upon Procedures Report dated June 22, 2021, submitted by the Assistant Superintendent for Business.

INTEROFFICE MEMO

DATE: 8/3/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – COMMODITY FOODS DIRECT DIVERSION

Item: Commodity Foods Direct Diversion (RFP #522 07/01/21 to 06/30/22)
Publication: Nassau/Suffolk Newsday December 16, 2020
Fund to be Charged: Cafeteria
Bid Opening: February 5, 2021
Place of Opening: Herricks UFSD
Number of Companies Bidding: Invited to Bid 38
Bidding 19

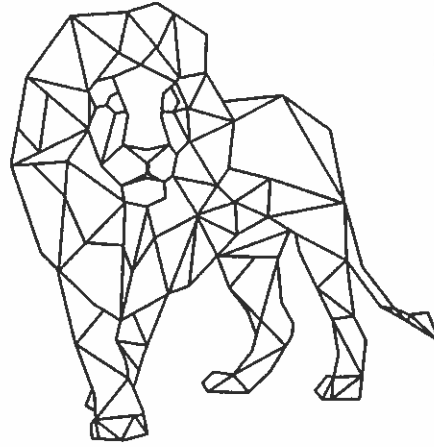
RECCOMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Commodity Foods Direct Diversion in the following dollar amount:

Ace Endico	\$ 12,709.20
H. Schrier & Co	\$ 42,475.60
Jennie O Turkey Store	\$ 11,061.00
JTM Food Group	\$ 7,200.00
Maid-Rite Specialty Foods	\$ 7,280.00
Michael Foods Inc.	\$ 14,011.40
Mivils Foods	\$ 30,765.13
Nardone Bros. Baking Co.	\$ 13,263.36
Rich Products Co.	\$ 15,114.58
Total	\$153,880.27

Caryn Drezner
Administrative Intern

West Islip School District
One Lion's Path
West Islip, New York 11795
c.drezner@wi.k12.ny.us



TO: Elisa Pellati
FROM: Caryn Drezner
DATE: July 20, 2021
RE: Disposal of unusable calculators

On behalf of Director of Math, James Grover, I am requesting the surplus of the 45 damaged TI-84 calculators from the high school. I am also requesting the surplus of 24 damaged TI-81 calculators, 5 damaged TI-82 calculators, 15 damaged TI-83 calculators, and 1 damaged TI-84 calculator from Beach Street Middle School.

These devices have been damaged beyond repair and are not usable by our staff or students.

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

Cc: Dawn Morrison

Mission Statement

The West Islip Community is committed to excellence in education through the establishment of an academic, vocational and social environment in which all children can learn and succeed.

Our students will be provided the opportunity to develop their self esteem and a respect for others while acquiring the knowledge, skills and attitudes to become responsible citizens in a rapidly changing world.

Our goal is to have students think in global terms and develop cultural sensitivity and an international orientation. We seek to instill in our students the ability to share their commonalities, celebrate their differences, and appreciate that learning is a lifelong process.