

AGENDA



BOARD OF EDUCATION

November 8, 2018

Beach Street Middle School
17 Beach Street

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
November 8, 2018

Beach Street Middle School

West Islip, New York

-
- I. **CALL TO ORDER**
 - II. **QUORUM COUNT**
 - III. **ANNOUNCEMENTS**
 - IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards only. (Name and address required) - This will be limited to 20 minutes 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 October 23, 2018 Planning Session.
 - VI. **RECOGNITION**
 - A) Art ~ New York State Art Teachers' Association Student Art Exhibition
Emerson Ammirata, Richard Guerrero, Sophia Gutierrez, Abigail Heron, Julia Kennedy, Ava Shanley
 - B) Administrator Recognition ~ *Members of the West Islip Association of School Administrators*
 - VII. **PERSONNEL**
 - VIII. **CURRICULUM UPDATE**
 - IX. **REPORT OF BOARD COMMITTEES**
 - A) Finance Committee {11/6/2018}
 - B) Education Committee {11/8/2018}
 - C) Buildings and Grounds Committee {11/6/2018}
 - D) Safety Committee {10/23/2018}
 - E) Committee on Special Education/Preschool Special Education Recommendations
re: classification/placement/I.E.P. modifications of students as delineated {11/8/2018}
 - F) Policy Committee
Second Reading No. 3160 Naming of District Facilities
 - G) Health and Wellness Committee {10/17/2018}
 - X. **FINANCIAL MATTERS**
 - A) Treasurer's Report
 - XI. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Change Order
 - 1. Inshallah Mechanical Corp → WIHS \$5,000
 - C) Approval of Surplus Items
 - 1. Platform risers – West Islip High School
 - 2. Furniture – West Islip High School
 - 3. 25" Television – West Islip High School
 - 4. IT/AV equipment – District wide
 - 5. Cello – West Islip High School
 - D) Approval of 2018-2019 Contracts
 - 1. Bay Shore UFSD
 - 2. Hilary Gomes, Ph.D.
 - 3. Milestones for Munchkins

XI. BUSINESS ITEMS, *continued*

- D) Approval of 2018-2019 Contracts, *continued*
 - 4. Julia Dyckman Andrus Memorial Inc., d/b/a/ Andrus Children's Center
 - 5. South Huntington UFSD
 - 6. The Hagedorn Little Village School
- E) Approval of Resolutions
 - 1. Donation of State Treasury Grant-in-Aid \$100,000 → WIUFSD
 - 2. Increase to Budget 2018-2019 \$100,000

XII. PRESIDENT'S REPORT

- A. Approval of Winkler Amendment to Contract
- B. UPSEU Memorandum of Agreement re: Mechanic IV

XIII. SUPERINTENDENT'S REPORT

XIV. NOTICES/REMINDERS

XV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

XVI. INVITATION TO THE PUBLIC - *The public, at this time, is cordially invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards only. (Name and address required) ~ 20 minute time limit. Each person or representative of a group will be limited to three minutes.*

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

XVIII. CLOSING - Adjournment

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

PRESENT: Mrs. LaRosa, Mr. Antonello, Mr. Michaluk, Mr. O'Connor

ABSENT: Mr. Gellar, Mr. Brady, Mr. Maginniss

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

ABSENT: None

Meeting was called to order at 7:37 p.m., followed by the Pledge.

The Audit Committee reviewed the audited financial statements for the year ended June 30, 2018 that were presented by the district's auditing firm, R.S. Abrams & Co., LLP.

APPROVAL OF MINUTES:

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve the minutes of the October 11, 2018 Board of Education Regular Meeting.

PERSONNEL:

Motion was made by Paul Michaluk seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING: CHILD-BEARING LEAVE OF ABSENCE (paid): Andromache Agramonte, World Language, effective November 8, 2018 (High School).

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve: CIVIL SERVICE: PROBATIONARY APPOINTMENT: * Jacqueline Richardelli, Cafeteria Aide, effective October 24, 2018 (High School; Step 1; replacing C. Rosati {resigned}).

Motion was made by Kevin O'Connor seconded by Richard Antonello and carried when all Board members present voted in favor to approve: CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$12.00/hr.): John Rizzotto, effective October 24, 2018.

Motion was made by Paul Michaluk seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve: CIVIL SERVICE: SUBSTITUTE GUARD: Kenneth Demarest, effective October 24, 2018 (\$21.69/hr.); *Christian Holland, effective October 24, 2018 (\$21.69/hr.); *Kristen Riker, effective October 24, 2018 (\$21.69/hr.).

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve: CIVIL SERVICE: SUBSTITUTE NURSE (\$115 per diem): Lorraine Carroll, effective October 24, 2018; *Carissa Valva, effective October 24, 2018.

Motion was made by Paul Michaluk seconded by Richard Antonello and carried when all Board members present voted in favor to approve OTHER: PREFERRED SUBSTITUTE: Katherine Schweitzer, effective October 12, 2018 (High School; \$161.89/day; replacing Krystal Townend {regular substitute}).

*Conditional pending fingerprinting clearance

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: CLUBS/ADVISORS 2018-2019:

HIGH SCHOOL

S.A.D.D., Nancy Silvestrini

BEACH STREET MIDDLE SCHOOL

Set Director, Shane O'Neill (replacing Justin DeMaio; approved at the October 11, 2018 BoE meeting).

UDALL ROAD MIDDLE SCHOOL

Activities, Grade 6, Pamela Diorio
Activities, Grades 7 & 8, Kristine Hagens
Art Club, Gregory Ziems
Chess Club, Catherine Dolan-Stefanak
Costume Director, Shane O'Neill
Current Events, Deborah Pulitano
Drama Director, Justin DeMaio
Drama Director, Shane O'Neill
Fitness Club, Joanne Orehosky and Brian Cameron (shared)
Health Club, Tricia Mileti
Homework Club, Grade 6, Jeanette Merola
Homework Club, Grades 7 and 8, Jeanette Merola
International Club, Elena Iacobellis
Mathletes, Grades 7 and 8, Lawrence Sciarrino
Musical Director, Justin DeMaio
National Junior Honor Society, Julia Cardo
Peer Tutoring Club, Alyssa Urbach
School Store, Anne Bean
Science Olympiad, Grades 6, 7, 8, Kristine Hagens
Student Council, Pamela Diorio
Student Council, Kristine Hagens
Yearbook, Alyssa Urbach
Yearbook Photographer, Michael Taranto

OQUENOOK ELEMENTARY

STEM Club, Diane Calderone

Motion was made by Kevin O'Connor seconded by Richard Antonello and carried when all Board members present voted in favor to approve OTHER: INSTRUCTIONAL SWIM AND FAMILY SWIM PROGRAM 2018-2019: LIFEGUARDS, (\$12 per hour): Brett Powell.

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem): *Angelica Becerra, effective October 24, 2018.

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve Special Education Contracts 2018-2019: East Islip UFSD; Kings Park CSD.

Motion was made by Kevin O'Connor seconded by Richard Antonello and carried when all Board members present voted in favor to approve Resolutions re: Funding for fiscal year ended June 30, 2018 from Unassigned Fund Balance; Receipt of Independent Auditor's Report for year ended June 30, 2018.

Motion was made by Paul Michaluk seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve Change Order: Hi-Lume Corporation - Beach Street Middle School - \$6,163.

POLICY COMMITTEE

A *First Reading* took place on Policy No. 3160 - Naming of District Facilities.

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to adjourn to Executive Session at 7:51 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:22 p.m. on motion by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor.

Motion was made by Richard Antonello seconded by Paul Michaluk and carried when all Board members present voted in favor to approve Amendment to Lease Agreement with Divine Rhythms.

Meeting adjourned at 8:40 p.m. on motion by Richard Antonello, seconded by Paul Michaluk and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

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

PERSONNEL:

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

ADMINISTRATIVE

A-1 PROBATIONARY APPOINTMENT

TBD, Assistant Special Education Director
Effective November 9, 2018
(Districtwide)

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Jeremy Robertson, Physical Education
Effective January 25, 2019 to January 24, 2023
(High School; Step 7⁶; replacing K. Storan {retired})

Flavia Cestaro, World Language
Effective October 26, 2018 to October 25, 2022
(High School; Step 1¹; replacing M. Kaminsky {resigned})

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.

T-2 CHILD-BEARING LEAVE OF ABSENCE (paid)

Andromache Agramonte, World Language
Effective October 29, 2018
(High School; change of effective date)

ABOLISHMENT OF POSITION

Be it resolved, that upon the recommendation of the Superintendent of Schools, effective November 9, 2018 a professional position in the West Islip Public School District be abolished in the School Psychologist area (1 full-time position) of classification.

CIVIL SERVICE

CL-1 RETIREMENT

Edward Nikl, Custodial Worker I
Effective December 1, 2018
(9 years)

CL-2 SUBSTITUTE CUSTODIAN (\$12.00/hr)

Charles Caruso, effective November 9, 2018

OTHER

INSTRUCTIONAL SWIM AND FAMILY SWIM PROGRAM 2018-2019

SUPERVISOR (\$50 per hour)

Victoria Kavitt

SUBSTITUTE TEACHER

Phyllis Clements, effective November 9, 2018

SUBJECT: NAMING OF DISTRICT FACILITIES

The Board of Education recognizes the importance of naming school buildings and facilities. In naming or renaming a facility or part of one, the provisions set forth shall be followed.

The district may name or rename a facility or space to recognize outstanding contributions to the district. Naming in recognition for such contributions is at the District's discretion and shall be in support of its mission.

When naming a facility or space after an individual, consideration will be given to persons who have significance to the community and a history of outstanding service to the district while serving in an academic or administrative capacity. New school buildings and major additions to facilities may be dedicated at a public ceremony. In this case, a program or open house will be held to which the Board, residents, parents, and students shall be invited.

Recommendations for name changes may be received at any time during the year and shall be referred to the administration for comments and input from the school community involved. The Board shall review all such proposals and input and shall vote on any recommendation.

DRAFT

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

AGENDA ITEM XI. B)
 BUSINESS ITEMS

SED No. 58-05-09-03-0-0(RM 11/8/2018

Project Manager, Bruce Jesiolowski

PROJECT: West Islip UFSD
 (name, address) Phase 2b Bond Work at
 West Islip High School

CHANGE ORDER NUMBER: 3

DATE: October 2, 2018

TO CONTRACTOR: Inshallah Mechanical Corp.
 (name, address) 20 Broadhollow Road, Suite #3
 Melville, NY 11747

ARCHITECT'S PROJECT NO.: 16-154a

CONTRACT DATE: June 9, 2017

CONTRACT FOR: Mechanical (MC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

1. Furnish/install valve replacements for old valves that had failed, relative to the condensate receiver replacement work (Owner Request). Add.....\$4,256.61
2. Remove and cap (1) 18" x 3' goose neck at the West Islip HS roof. Discovered Condition. Add.....\$ 743.39

Total Additional Cost.....\$5,000.00

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was\$ 540,000.00
 Net change by previously authorized Change Orders\$ 71,883.50
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was\$ 611,883.50
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of\$ 5,000.00
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be\$ 616,883.50
 The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

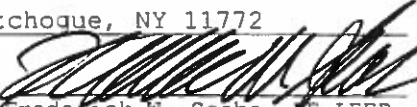
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

Burton Behrendt & Smith, PC
 ARCHITECT
 244 E. Main Street
 Address
 Patchogue, NY 11772

Inshallah Mechanical, Corp.
 CONTRACTOR
 20 Broadhollow Road
 Address
 Melville, NY 11747

West Islip UFSD
 OWNER
 100 Sherman Avenue
 Address
 West Islip, NY 11795

By 
 Frederick W. Seeba, PE LEED

By 
 Zulkifal Khan

By 

Date 10/15/18
 (631) 475-0349

Date 10-17-18
 631-896-8455

Date 10/25/18
 631-893-3200

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WGR/CMW

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WI
WEST ISLIP PUBLIC SCHOOLS
DEPARTMENT OF ART AND MUSIC EDUCATION

Mr. Eric R. Albinder, Director
1 Lion's Path, West Islip, NY 11795
Email: e.albinder@wi.k12.ny.us
Phone: (631)504-5806 • Fax: (631)893-3270

AGENDA ITEM XI. C)
BUSINESS ITEMS
RM 11/8/2018



Memorandum

To: Elisa Pellati, Assistant Superintendent for Business

From: Eric Albinder

Date: October 24, 2018

Re: Surplus of Platform Risers

I would like to request the surplus and disposal of 6 platform risers, 2 choral risers, and 14 front panels that are located in the high school storage closet behind the auditorium stage. All of these items are extremely old, crumbling, unsafe to use, and have already been replaced with newer versions.

WEST ISLIP HIGH SCHOOL
1 Lion's Path • West Islip, NY 11795



MEMORANDUM

FROM: Dr. Anthony Bridgeman, Principal

To: Elisa Pellati, Assistant Superintendent for Business

From: Dr. Anthony Bridgeman/Vickie Passarelli

Date: October 25, 2018

Re: Surplus of Furniture

I would like to request the excess of teacher desks, 2 metal cabinets and a wood table. These items are broken and unable to use.

Thank you.

WEST ISLIP HIGH SCHOOL
1 Lion's Path • West Islip, NY 11795



MEMORANDUM

FROM: Dr. Anthony Bridgeman, Principal

To: Elisa Pellati, Assistant Superintendent for Business

From: Dr. Anthony Bridgeman/Vickie Passarelli

Date: November 1, 2018

Re: Surplus of a T.V.

I would like to request the excess of a 25" TV. This item is broken and unable to use.

Thank you.

Attachment

INTEROFFICE MEMORANDUM

TO: ELISA PELLATI, ASSISTANT SUPT. FOR BUSINESS
FROM: REANNA FULTON, DIRECTOR OF TECHNOLOGY
SUBJECT: SURPLUS EQUIPMENT
DATE: OCTOBER 30, 2018
CC: BERNADETTE BURNS, SUPT. OF SCHOOLS
AMIT PATHAK, NETWORK CONSULTANT

I am requesting to surplus the following end of life or use IT/AV equipment for disposal:

| Item Name | Serial # |
|--------------------------------------|--------------|
| Valcom power supply switching | 799111017389 |
| Valcom power supply switching | 799111017389 |
| Valcom power supply switching | 799111017389 |
| Valcom power supply switching | 799111017389 |
| Valcom power supply switching | 799111017389 |
| Valcom power supply switching | 799111017389 |
| Valcom power supply switching | 799111017389 |
| Valcom universal door answering unit | 799111004976 |
| Valcom universal door answering unit | 799111004976 |
| Valcom universal door answering unit | 799111004976 |
| Valcom universal door answering unit | 799111004976 |
| Valcom universal door answering unit | 799111004976 |
| Valcom universal door answering unit | 799111004976 |
| Valcom universal door answering unit | 799111004976 |
| Valcom universal door answering unit | 799111004976 |
| Smart board- Pen tray | 20-00647-21 |
| HP LA1751g compaq monitor | S3CQ1012Y1T |
| HP LA1751g compaq monitor | S3CQ1012Y6K |
| HP LA1751g compaq monitor | S3CQ1012YD4 |

| | |
|---|------------------------|
| HP LA1751g compaq monitor | S3CQ1012YBH |
| HP LA1751g compaq monitor | S3CQ1012Y6F |
| HP LA1751g compaq monitor | S3CQ1012YGD |
| HP LA1751g compaq monitor | S3CQ1012Y0N |
| HP LA1751g compaq monitor | S3CQ1012Y8B |
| HP LA1751g compaq monitor | S3CQ1012Y5G |
| MP LA1905wg monitor | CNC11303L9 |
| HP Deskjet 6122 printer | MY52F4B1CV5C |
| VIZIO 50" HDTV | LTMWVTCU0150132 |
| Anchor Audio Liberty Platinum 8000 | B601458 |
| Anchor Audio Liberty Platinum 8000 | B601432 |
| HP 2710 laptop | 2CE8011ZP7 |
| HP 2710 laptop | 2CE8011ZP5 |
| HP 2710 laptop | 2CE8011ZPB |
| HP 2710 laptop | 2CE8011ZP6 |
| HP 2710 laptop | 2CE8011ZPC |
| HP 2710 laptop | 2CE8011ZP8 |
| epson scanner 1650 | dr7x038118 |
| Cisco 7962 | FCH16299G2C |
| Laptop battery premium power | QK643AA-ER |
| GE Interlogix CCTV Digital Video Recorder | D504-Y7-392050P |
| SMART Slate | 10FP004226 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518CEA7600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518EBA7600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518CE77600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518CCE7600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518CF97600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518EC67600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518CE07600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518E6F7600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518EC87600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518D0B7600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518D147600 |

| | |
|-----------------------------------|------------------------|
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518CD77600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518E9F7600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518CEB7600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518E757600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA005535145257600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518EA57600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518CD37600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518EBB7600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA005535149DD7600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518D1A7600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518E9D7600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518CCF7600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA005535145D67600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA005535149F77600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518CF47600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA005535149EA7600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA005535145B67600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA00553518E957600 |
| Acer Travelmate TMB-MP-C6HB | NXVA2AA0055351457E7600 |
| HP Compaq dc7700 | 2UA73912FY |
| c2g vga hdmi converter | 40010us |
| HP keyboard | bc2aa0cvbutawr |
| AM30 EDU | Q022JW21B1482 |
| symbol ls2208 scanner | YCEH5C |
| Apple Macbook | 3XPC3001030600 |
| cannon canoScan N1240U | F915900 |
| Hp Compaq 6005 small form factor | 2UA111098C |
| Hp Compaq 6305 small form factor | 2UA4060GWW |
| iMac 20 " | W8738GTVX85 |
| 4 SMART Board wall mount brackets | No Serial |
| SMART response PE | 122216 |
| SMART response PE | 122232 |
| HID HDP 5000 | B5181258 |

| | |
|------------------------------------|---------------|
| HP Laser Jet P2055DN | VNB3R62448 |
| HP Laser Jet P2055DN | CNB9N81173 |
| HP Laser Jet P2055DN | CNB9315239 |
| Hp Compaq 6005 small form factor | 2UA11109CL |
| Hp Compaq 7700 | 2UA7391BYR |
| Hp Compaq 7700 | 2UA739122X |
| iPad 16GB | DN6HQA32DFHW |
| HP scan Jetb7400c | SCN314S0036LZ |
| 3- Smart audio USB system speakers | No serial |
| Smart slate | 10FP004226 |
| TEQ Z780M Projector and Arm | F1H010764 |



WI
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Phone: (631)504-5806 • Fax: (631)893-3270

Memorandum

To: Elisa Pellati, Assistant Superintendent for Business

From: Eric Albinder

Date: October 31, 2018

Re: Surplus of Cello

I would like to request the surplus of 1 full size cello located at West Islip High School. The model is Otto Grunsfeld with serial number #070822-3. The top of this instrument is collapsing and not worth the cost of repair. In addition, the quality in general is very poor.

SPECIAL EDUCATION SERVICES CONTRACT

This agreement is entered into this _____ day of _____ 2018 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, 2018 through June 30, 2019 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

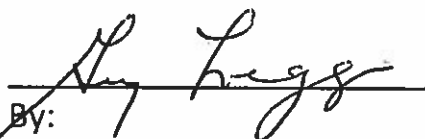
To DISTRICT OF RESIDENCE: **West Islip UFSD**
100 Sherman Avenue
West Islip, NY 11795

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: 10.10.18

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2018, 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 Hilary Gomes, Ph.D. (hereinafter the "CONSULTANT"), having a principal mailing address of 550 North County Road, Suite B, Saint James, New York 11780.

A. TERM

1. The term of this Agreement shall be from July 1, 2018 through June 30, 2019, 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. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit 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.

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:

Neuropsychological (Independent Educational Evaluation)

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 at the rate of \$3,300.00.

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.

Hilary Gomes, Ph.D.

West Islip Union Free School District

BY: 
Hilary Gomes, Ph.D.

BY: _____
President, Board of Education

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

and

Hillary Gomes, Ph.D.

Supplemental Agreement dated this 1st day of July, 2018 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Hillary Gomes, Ph.D.** (the "Contractor") located at 550 North Country Road, Suite B, Saint James, New York 11580.

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 **Hillary Gomes, Ph.D.**

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.nv.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.]*

The data is stored in paper files in a locked
file cabinet for 1 year, then digitized & stored
on a hard drive not connected to the internet.
The paper files are shredded.

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.

Hilary Gomes, Ph.D.

WEST ISLIP UFSD

By: 

By: _____

Print Name: Hilary Gomes, Ph.D.

Print Name: Steven D. Gellar

Title: Pediatric Neuropsychologist

Title: President, Board of Education

Date: 10/25/18

Date: _____

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

and

Milestones for Munchkins

Supplemental Agreement dated this 1st day of July, 2018 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Milestones for Munchkins** (the "Contractor") located at 534 Route 6, Mahopac, New York 10541.

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 Milestones for Munchkins.
 - 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.]*

locked filing cabinet.

File sharing through HIPAA compliant website only.

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.

MILESTONES FOR MUNCHKINS

WEST ISLIP UFSD

By: 

By: _____

Print Name: Carolyn Catalano

Print Name: _____

Title: Owner

Title: President, Board of Education

Date: 10/27/14

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2018**, 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 **Julia Dyckman Andrus Memorial Inc., d/b/a Andrus Children’s Center** (hereinafter the “**CONSULTANT**”), having a principal mailing address of 1156 North Broadway, Yonkers, NY 10701.

A. TERM

1. The term of this Agreement shall be from **July 1, 2018** through **June 30, 2019**, 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. **CONSULTANT** agrees to defend, indemnify and hold harmless the **DISTRICT**, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit 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.

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 ADDENDUM A

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 for residential placement shall be in the amounts approved by the Commissioner of Education for the 2018-2019 school year.

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.

Julia Dyckman Andrus Memorial Inc.
d/b/a/ Andrus Children's Center

West Islip Union Free School District

BY: 
Bryan Murphy, President

BY: _____

Bryan R. Murphy
President & CEO

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

This Agreement is entered into this 1st day of September, 2018 by and between the Board of Education of the **South Huntington Union Free School District** (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, New York 11746 and the Board of Education of the **WEST ISLIP School District** (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

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 **September 1, 2018 through June 30, 2019**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

**SEE ATTACHED STUDENT INFORMATION SUMMARY
AND ADDENDUM A**

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 will 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. The estimated 2018/2019 Special Education tuition rate is currently \$45,239.25 for Grades K-6 and \$47,146.05 for Grades 7-12.
 - b. The parties understand that this rate is estimated and may be subject to change based on any changes in services that may occur during the course of the school year. The total nonresident tuition rate charged shall be based on the RECEIVING DISTRICT'S actual costs to educate the student. Final billing for actual costs will be issued at the end of the school year. The amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect any adjustments for the relevant period of student's attendance.
2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination
 - a. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.

- c. In the event the SENDING DISTRICT or the RECEIVING DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Defense / Indemnification

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

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

To Sending District: Matthew Krivoshey/Supervisor Spec. Education
South Huntington UFSD
60 Weston Street
Huntington Station, NY 11746

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

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

5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and 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: _____

Nicholas R. Ciappetta, J.D.
President, Board of Education
South Huntington UFSD

By:

President, Board of Education
West Islip UFSD

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2018, 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 The Hagedorn Little Village School (hereinafter the "CONSULTANT"), having a principal mailing address of 750 Hicksville Road, Seaford, NY 11783.

A. TERM

1. The term of this Agreement shall be from July 1, 2018 through June 30, 2019, 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. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit 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.

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:

FULL DAY INSTRUCTION AND RELATED SERVICES AS PER ATTACHED STUDENT INFORMATION SUMMARY AND ADDENDUM

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 amount approved by the New York State Commissioner of Education for the 2018-2019 school year.

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.

The Hagedorn Little Village School

West Islip Union Free School District

BY:


Executive Director

BY:

President, Board of Education

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of a grant-in-aid in the amount of \$100,000 from the State Treasury, which have been donated for the purpose of additional support of the general expenditures of the District.

RESOLUTION: INCREASE 2018/2019 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorizes the appropriation budget for the 2018/19 school year to be increased to \$123,950,434.92, an increase of the \$100,000 donation from the State Treasury.

10/16/18

**WEST ISLIP UNION FREE SCHOOL DISTRICT
AMENDMENT #8 TO CONTRACT**

with

**WINKLER REAL ESTATE
PROFESSIONAL SERVICES AGREEMENT
Exclusive Listing to Sell or Lease**

AGREEMENT made the day ____ of November, 2018, by and between the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT (the "Board") and WINKLER REAL ESTATE (hereinafter the "Broker").

WITNESSETH:

WHEREAS, the Board and the Broker are parties to a Professional Service Agreement for exclusive listing to sell or lease dated March 15, 2012 ("Agreement"); and

WHEREAS, the parties had entered into an Amendment to the Agreement which expired on May 30, 2013; and Amendment #2 to the Agreement which expired on December 31, 2013; and Amendment #3 to the Agreement which expires on December 31, 2014; and Amendment #4 to the Agreement which expires on December 31, 2015; and Amendment #5 to the Agreement which expires on December 31, 2016 and Amendment #6 to the Agreement which expires on December 31, 2017; and Amendment #7 to the Agreement which expires on December 31, 2018;

WHEREAS, the parties now desire to extend the current Agreement; and

NOW, THEREFORE, the parties agree to extend the Agreement as follows:

1. In accordance with paragraph 7, Term of Agreement, the parties agree to extend the Agreement. The extended term shall expire on December 31, 2019.

2. All other clauses shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above set forth.

BOARD OF EDUCATION
WEST ISLIP UNION FREE
SCHOOL DISTRICT

BY: STEVEN D. GELLAR
President

WINKLER REAL ESTATE



BY: JAMIE WINKLER
Owner