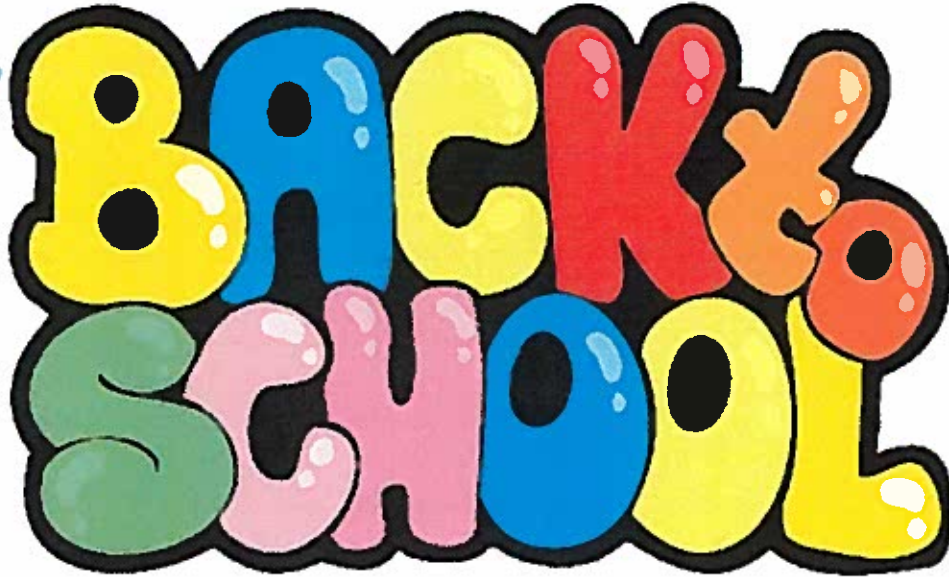


AGENDA



BOARD OF EDUCATION

September 12, 2019

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
September 12, 2019

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 August 27, 2019 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Finance Committee {9/10/2019}
 - B) Buildings and Grounds Committee {9/10/2019}
 - C) Special Education Committee {9/11/2019}
 - D) Education Committee {9/12/2019}
- IX. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Resolutions
 1. Donation of football jerseys from West Islip Touchdown Committee \$3,400 value → WIUFSD
 - C) Approval of Surplus
 1. *Biology* textbooks ISBN978-0132013499
 2. Miscellaneous IT equipment
 - D) Approval of Contracts
 1. Deer Park UFSD
 2. Henry Viscardi School
 3. Julia Dyckman Andrus Memorial Inc., d/b/a Andrus Children's Center
 4. Long Island Select Healthcare
 5. North Babylon UFSD
 6. NYSARC, Inc. Suffolk Chapter
 7. Pediatric Neuropsychology Associates 2018-2019 and 2019-2020
 8. Syosset CSD
- X. **PRESIDENT'S REPORT**
 - A. Approval of Stipulation of Settlement ~ Student A
- XI. **SUPERINTENDENT'S REPORT**
- XII. **NOTICES/REMINDERS**
- XIII. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**
- XIV. **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.*
- XV. **EXECUTIVE SESSION** - *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session in the District Office Board Room to consider any items for which a vote is required.*
- XVI. **CLOSING** - Adjournment

PERSONNEL:

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

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Kerri Handel, Special Education Teacher
Effective September 13, 2019 – September 12, 2023
(High School; Step 1A⁺; replacing A. Dunn {resigned})

CIVIL SERVICE

CL-1 AMENDMENT TO RETIREMENT DATE

Alice Anos, Senior Office Assistant
Effective December 31, 2019
(Change date from December 30, 2019)

Dianne Johnson, Computer Programmer
Effective December 31, 2019
(Change date from December 30, 2019)

CL-2 AMENDMENT TO PROBATIONARY HIRE DATE

Rosemarie Giudice, School Nurse
Effective August 28, 2019
(Paul J. Bellew; Step 1; change date from September 3, 2019)

CL-3 PROBATIONARY APPOINTMENT

*Shannon Concannon, Cafeteria Aide
Effective September 13, 2019
(Manetuck; Step 1; replacing T. Puglisi {Kindergarten Aide})

CL-4 RETIREMENT

Mary Catherine Piccinini, Library Aide
Effective September 3, 2019
(14 years)

CL-5 SUBSTITUTE GUARD

Mark Cava, effective September 13, 2019 (\$22.12/hr)
*Gary Gagliardi, effective September 13, 2019 (\$22.12/hr)
Edward Johntry, effective September 13, 2019 (\$18.06/hr)
*Jeffrey Kempf, Jr., effective September 13, 2019 (\$18.06/hr)
Alfred Nolie, effective September 13, 2019 (\$22.12/hr)
Michael Rodriguez, effective September 13, 2019 (\$22.12/hr)

CL-6 SUBSTITUTE SPECIAL EDUCATION AIDE (\$17.52/hr)

*Shannon Concannon, effective September 13, 2019

OTHER

INSTRUCTIONAL SWIM AND FAMILY SWIM PROGRAM 2019-2020

SUPERVISORS (\$50 per hour)

Thomas Bruder	Thomas Loudon
Tanya Carbone	John Luquer
Edward Jablonski	Colleen Reilly
Meghan LaRocca	Jeremy Robertson

LIFEGUARDS (\$12 per hour)

Samuel Ahrens	Isabelle Magee
Daniel Bachety	Jonathan Magliaro
Maxim Bakalo	Ryan Martin
Bradley Battaglini	Lauren McKeon
Karalynn Cantwell	Gabrielle Nicolosi
Eve Castonguay	Owen O'Donnell
Alexander Cenci	Andrew Paules
Michael Ciccarelli	Gianna Pillitteri
Joseph Cusumano	Delaney Pepito
Dane Dreitlein	Brett Powell
Sara Entrono	Victoria Puglisi
Alexandra Gagliardi	Alessandra Questel Marques
Jason Galeto	Parker Reilly
Andrea Gomez	Tyler Shook
Samantha Hart	Tyler Smith
Jack Herzlinger	Victoria Soto
Rowan Kelly	Edward Talanian
Jack Kennedy	Olivia Taylor
Brian Kilkelly	Jacqueline Triglia
Zachary Ksiazek	Sara Viola
James Landhauser	Tobias Wefering

AUDITORIUM TECHNICIANS 2019-2020

(School Functions - \$86 per event; Rental Functions - \$61 per hour)

Bruce Bockstruck	Leonard LaPinta
Justin DeMaio	Arthur Machowicz
Jesse Fawess	Melissa Senatore
Frank Franzone	John Simeone
David Kaufman	Joseph Senatore
John Kennedy	Michael Taranto
James Kraus	

CONCERT HALL MANAGERS 2019-2020

James Kraus, High School (\$3,596 stipend)
Arthur Machowicz, Beach Street Middle School (\$826 stipend)
Michael Taranto, Udall Road Middle School (\$826 stipend)

OTHER, continued

ENRICHMENT INSTRUCTORS FALL 2019 (\$275 per session)

Jennifer Delaney (Colorful Cooking I & II)
Justin DeMaio (LEGOS)
Michelle Edgley (Escape Room 1 & ii)
Christine Maniscalco (Coding is Cool, Coding for Kids)
Thomas McGunnigle (Creative Art Workshop I & II)

ALTERNATIVE SCHOOL INSTRUCTORS 2019-2020

Brian Cameron, Physical Education	.5 section/full year
Aron Chizik, Social Studies	1 section/full year
Nicole Cifelli, Public Speaking	1 section/full year
Brian Daniels, Science	1 section/full year
Amanda Eichen, Counselor	1 section/full year
Michael Hazelton, Social Studies	1 section/full year
Richard Ippoliti, English	2 sections/full year
Edward Jablonski, Social Studies	1 section/full year
Wendy Loddigs, Counselor	1 section/full year
Dennis Montalto, Special Education	1 section/full year
Joseph Nicolosi, Physical Education	.5 section/full year
Eric Rao, Social Studies	1 section/full year
Teresa Stecker, Psychologist	2 sections/full year
Ashley Szoyka, Science	1 section/full year
Anthony Yuli, Health	1 section/full year

ADULT EDUCATION INSTRUCTORS FALL 2019

Alexandra Bergin (Zumba) \$35/hr
Lenny Butler (Community CPR, First Aide) \$30/hr
Jake Caramico (How Money Works) no cost to West Islip
Kim Crichton (Yoga, Stretch, Body Sculpt) \$35/hr
James Grover (Basketball) \$35/hr
Matthew Haszinger (Volleyball) \$30/hr
Phyllis Hintze (Ballroom Dancing) \$30/hr
Bruce Lieberman (Defensive Driving) no cost to West Islip
Jane Loehle (Aquacise) \$35/hr
Nizza Tasayco (Volleyball) \$30/hr
Richard Tesoro (About Boating Safety) no cost to West Islip
Robert Watts (Introduction to Guitar/Piano) \$30/hr

MENTOR PROGRAM 2019-2020

Coordinator (\$2,000 stipend)
Karen McCarthy

PERMANENT SUBSTITUTE TEACHER (\$130 per diem)

Joyce Ronayne, effective September 13, 2019

**Conditional Pending Fingerprinting Clearance*

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
August 27, 2019 – District Office**

**AGENDA ITEM V.
MINUTES
RM 9/12/2019**

PRESENT: Mr. Gellar, Mr. Maginniss, Mr. Antonello, Mr. Compitello, Mrs. LaRosa,
Mr. McCann, Mr. Michaluk

ABSENT: None

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

ABSENT: None

ATTORNEY: None

Meeting was called to order at 7:17 p.m.

APPROVAL OF MINUTES:

Motion was made by Ron Maginniss, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve the minutes of the August 15, 2019 Board of Education Regular Meeting.

PERSONNEL:

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve **TEACHING: RESIGNATION:** Anne Marie Dunn, Special Education, effective August 22, 2019, High School.

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve **TEACHING ASSISTANT: PROBATIONARY APPOINTMENT:** Crystal Roma, Teaching Assistant, effective September 3, 2019 to September 2, 2023 (Bayview; Step 1; replacing J. LaDuca {resigned}).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve **CIVIL SERVICE: CHANGE IN STATUS:** Adriana Lagunas-Keogan, Teacher Aide, effective September 3, 2019 (Oquenock; Step 5; change from 3-hour Cafeteria Aide).

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve **CIVIL SERVICE: CHANGE IN STATUS:** Gina Prybyzski, Teacher Aide, effective September 3, 2019 (Manetuck; Step 8; change from 3-hour Cafeteria Aide).

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve **CIVIL SERVICE: CHANGE IN STATUS:** Theresa Puglisi, Teacher Aide, effective September 3, 2019 (Manetuck; Step 5; change from 3-hour Cafeteria Aide).

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve **CIVIL SERVICE: CHANGE IN TITLE:** Frank Mariani, Acting Head Custodian, effective August 19, 2019 (Oquenock; replacing B. Malone {sick}).

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve **CIVIL SERVICE: PROBATIONARY APPOINTMENT:** Christine Antippas, Special Education Aide, effective September 3, 2019 (Paul J. Bellew; Step 2; replacing D. Woods {Pre-K Aide}).

Motion was made by Ron Maginniss, seconded by Tom Compitello and carried when all Board members present voted in favor to approve **CIVIL SERVICE: PROBATIONARY APPOINTMENT:** Ramona Buonadonna, Teacher Aide, effective September 3, 2019 (Bayview; Step 1; new position).

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Marcelle Crudele, Building Aide, effective September 3, 2019 (Paul J. Bellew; Step 1; replacing P. Vignola {Kindergarten Aide}).

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Julie Holub, Cafeteria Aide, effective September 3, 2019 (Paul J. Bellew; Step 1; new position).

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: *Jennifer Pelletier, Cafeteria Aide, effective September 3, 2019 (Oquenock; Step 1; replacing L. MacInness {resigned}).

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Kierstin Ryder, Special Education Aide, effective September 3, 2019 (Paul J. Bellew; Step 1; replacing R. Carusillo {resigned}).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: *Paige Smith, Part Time Food Service Worker, effective August 28, 2019 (High School; replacing K. Keskin {resigned}).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Kimberly Richichi, Cafeteria Aide, effective September 3, 2019 (Oquenock; Step 1; replacing A. Lagunas-Keogan).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: *Donald Fitzgerald, Maintenance Mechanic III, effective September 16, 2019 (Maintenance; Step 6; new position).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Rosaria Carusillo, Teacher Aide, effective August 20, 2019 (Paul J. Bellew).

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Vincent Spielman, Maintenance Mechanic III, effective September 4, 2019 (Maintenance).

Motion was made by Ron Maginniss, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$13.00/hr.): Samantha Loyer, effective August 28, 2019.

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE SPECIAL EDUCATION AIDE *(\$17.52/hr.): Julie Holub, effective September 3, 2019.

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE SPECIAL EDUCATION AIDE *(\$17.52/hr.): *Jennifer Pelletier, effective September 3, 2019.

Motion was made by Ron Maginniss, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE SPECIAL EDUCATION AIDE *(\$17.52/hr.): *Kimberly Richichi, effective September 3, 2019.

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve OTHER: PREFERRED SUBSTITUTE: John T. Denninger, effective September 3, 2019 (High School; \$165.15/day; replacing K. Schweitzer {resigned}).

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: RESIGNATION: Daniel Sliwowski, Permanent Substitute Teacher, effective August 14, 2019 (Manetuck).

Motion was made by Ron Maginniss, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: CURRICULUM WRITING FALL 2019: Technology 2, Dennis Mazzalonga.

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve OTHER: FALL 2019 HIGH SCHOOL COACHES: GIRLS SOCCER: Kylie Walsh, Volunteer Varsity Coach.

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: FALL 2019 HIGH SCHOOL COACHES: CHEERLEADING: Lauren Brady, Assistant Varsity Coach (replacing S. Traver-Flinter; approved at the 6/13/2019 BoE meeting); Priscilla McBride, J.V. Coach (replacing L. Brady; approved at the 6/13/2019 BoE meeting); Lisa Schecter, Volunteer Udall Coach.

Motion was made by Ron Maginniss, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve Multi-Year Service Agreement ~ BOCES.

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to adjourn to Executive Session at 9:07 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:16 p.m. on motion by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve Attendance Waiver for Student "A".

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Attendance Waiver for Student "B".

Meeting adjourned at 9:17 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

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

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated varsity football jerseys valued at \$3,400.00 from West Islip Touchdown Committee, which have been donated to the West Islip High School.



West Islip Public Schools
Brian Taylor
Director of Science K-12 and Engineering Technology

AGENDA ITEM IX. C)
BUSINESS ITEMS
RM 9/12/2019

To: Elisa Pellati
From: Brian Taylor
Date: August 6, 2019
Re: Obsolete Textbook

I am asking the Board of Education to find this textbook obsolete due to the purchase of the latest edition.

Miller, Kenneth R., Levine, Joseph; *Biology*; Prentice Hall; 2007; ISBN 978-0132013499

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

Cc: Dr. Anne Rullan

“Learning is our work.”

INTEROFFICE MEMORANDUM

TO: ELISA PELLATI, ASSISTANT SUPT. FOR BUSINESS

FROM: REANNA FULTON, DIRECTOR OF TECHNOLOGY

SUBJECT: SURPLUS EQUIPMENT

DATE: SEPTEMBER 4, 2019

CC: BERNADETTE BURNS, SUPT. OF SCHOOLS

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

Location	Model	Serial
DO	HP 6940 Printer	MY65G7R1T2
DO	HP CPU	2UA7391BZ1
DO	HP CPU	2UA73912FD
DO	HP CPU	2UA73912FF
DO	HP CPU	2UA73912CW
DO	HP 1740 Monitor	CNC7410CVY
DO	HP 1740 Monitor	CND7344TOK
DO	HP 1740 Monitor	CND7341FOL
DO	HP 1740 Monitor	CND7341FKS
DO	MAC Monitor	W873940SX84
DO	MAC Monitor	W873940SX85
DO	MAC Monitor	W87392LOX85
DO	MAC Monitor	W8738GY5X85
DO	MAC Monitor	W8738GV0X85
PJB	HP CPU	2UA739128G
PJB	HP CPU	2UA73912BQ
PJB	HP CPU	2UA7391283
PJB	HP CPU	2UA739123G
PJB	HP CPU	2UA739127Y

PJB	HP 1740 Monitor	CND7344RHW
PJB	HP 1740 Monitor	CND7344RHJ
PJB	HP 1740 Monitor	CND7341FMM
PJB	HP 1740 Monitor	CND7344RQ8
PJB	HP 1740 Monitor	CND7344RQF
PJB	HP CPU	2UA739121B
PJB	HP CPU	2UA73912CN
PJB	HP1740 Monitor	CND7344RQF
PJB	HP 1740 Monitor	CND7344RJ0
PJB	HP 1740 Monitor	CND7344RQD
PJB	HP CPU	2UA739128V
PJB	HP CPU	2UA73912CD
PJB	HP 1740 Monitor	CND7344RQH
PJB	HP CPU	2UA1110999
PJB	HP 1740 Monitor	CND7344RJZ
PJB	HP CPU	2UA739128N
PJB	HP 1740 Monitor	CND7344TQD
PJB	HP CPU	2UA7391BZT
PJB	HP 1740 Monitor	CND7344RQG
PJB	HP CPU	2UA73912B3
PJB	HP 1740 Monitor	CND7344VST
PJB	HP 1740 Monitor	CND7344RJS
PJB	HP CPU	2UA7391210
PJB	HP 1740 Monitor	CND7344RJ6
PJB	HP CPU	2UA73912BD
PJB	HP 1740 Monitor	CND8110PTK
PJB	HP CPU	2UA1011PTC
PJB	HP 1740 Monitor	CND7344S1M
PJB	HP CPU	2UA11109CY
PJB	HP 1740 Monitor	CND7344RF6
PJB	HP CPU	2UA7391296
PJB	HP 1740 Monitor	CND7344RR6
PJB	HP 1740 Monitor	CND7344RR7

PJB	HP CPU	2UA73912CP
PJB	HP 1740 Monitor	CND7344RR7
PJB	HP 1740 Monitor	CND7341FR5
PJB	HP CPU	2UA7391BZ1
PJB	HP Monitor	CND7341GT5
PJB	HP CPU	2UA1110976
PJB	HP Monitor	CND7344RRQ
PJB	HP CPU	2UA73912BY
DO	Finale Software	N/A
PJB	HP 1740 Monitor	CND7341HLN
PJB	HP 1740 Monitor	CND7344RR1
PJB	HP 1740 Monitor	CND7344RJQ
PJB	HP 1740 Monitor	CND7344RRV
PJB	HP 1740 Monitor	CND7341HQ0
PJB	HP 1740 Monitor	CND7344RRN
PJB	HP 1740 Monitor	CND7341GV2
PJB	HP 1740 Monitor	CND7344RQV
PJB	HP CPU	2UA20126GM
PJB	HP CPU	2UA20126GV
PJB	HP CPU	2UA20126GS
PJB	HP CPU	2UA20126GT
PJB	HP CPU	2UA20126FQ
PJB	HP CPU	2UA20126G6
PJB	HP CPU	2UA1110992
PJB	HP CPU	2UA20126GT
PJB	HP CPU	2UA7391222
PJB	HP CPU	2UA739129F
PJB	HP CPU	2UA20126G7
PJB	HP CPU	2UA20126GH
PJB	HP 1740 Monitor	CND7344RQZ
PJB	HP 1740 Monitor	CND7344RHL
PJB	HP 1740 Monitor	CND7341FLJ
PJB	HP 1740 Monitor	CND7344RJF

PJB	HP 1740 Monitor	CND7341GT5
PJB	HP 1740 Monitor	CND7341FR5
PJB	HP 1740 Monitor	CND7344RRQ
PJB	HP CPU	2UA1110976
PJB	HP CPU	2UA73912BY
PJB	HP CPU	2UA7391BZ1
HS	Smart board/Asset # 100206	SB680-M2-044841
HS	Smart board/Asset # 100209	SB680-M2-044798
HS	Smart Board /Asset # 100210	SB680-M2-043938
HS	Smart Board /Asset # 100207	SB680-M2-043936
HS	Smart Board/Asset # 100146	SB680-M2037723
HS	Smart Board	SBM680
HS	Smart Board	SBM 680 1028466
HS	Smrt Board	SB680-R2-A99176
DO	Monitor	CNC11303LO
DO	Chrom book cases	N/A

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

This Agreement is entered into this 1st day of July, 2019 by and between the Board of Education of the **West Islip UFSD School District** (hereinafter the "**SENDING DISTRICT**"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip New York, and the Board of Education of the **Deer Park School District** (hereinafter the "**RECEIVING DISTRICT**"), having its principal place of business for the purpose of this Agreement at 1881 Deer Park Avenue, Deer Park, New York.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from **July 1, 2019 through June 30, 2020**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

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

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

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

4. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The RECEIVING DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The RECEIVING DISTRICT shall comply 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 tuition rate – **See Attached Appendix A**
 - b. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.

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

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

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

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

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

To Sending District: Elisa Pellati
 Asst. Supt. for Business
 West Islip UFSD
 West Islip, NY 11795

To Receiving District: ~~James Cummings~~ Alicia Konecny
 Asst. Supt. for Pupil Personnel Services
 1881 Deer Park Avenue
 Deer Park, NY 11729

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

9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SENDING DISTRICT

RECEIVING DISTRICT

By:

President, Board of Education
West Islip UFSD



By:

President, Board of Education
Deer Park UFSD

HENRY VISCARDI SCHOOL
§ 4201 SERVICE AGREEMENT

This Agreement made this 1st day of July, 2019 by and between the Henry Viscardi School ("hereinafter Receiving School") having its principal place of business located at 201 I.U. Willets Road, Albertson, NY 11507 and West Islip Union Free School District, ("Sending District") having its principal place of business for purposes of this Agreement at 100 Sherman Avenue, West Islip, NY 11795.

WITNESSETH:

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

WHEREAS, the Henry Viscardi School ("HVS") is chartered by the Board of Regents of the University of the State of New York pursuant to § 4201 of the New York State Education Law and as such is authorized to establish, conduct, operate and maintain an educational program for students with disabilities and provide related services to students with disabilities; and

WHEREAS, the Sending District desires for the Receiving School to provide such special education instruction and/or related services to certain students with disabilities residing within the Sending District; and

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

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Term of Agreement:** The term of this Agreement shall be from July 1, 2019 through June 30, 2020 unless terminated earlier as set forth herein.
2. **Services:**
 - a. The Receiving School hereby agrees to furnish instruction and/or services as set forth in Appendix "A" to the students listed in Appendix "A".

- b. The Receiving School shall make appropriate personnel available to participate in Committee on Special Education ("CSE") meetings, as appropriate. In addition, the Receiving School shall provide the District with a copy of any progress reports, testing and/or observation reports, goals and objectives, etc. which are prepared in connection with the services provided pursuant to this Agreement, as well as any other reports or educational records, including but not limited to pupil attendance reports, requested by the District. The Sending District and/or its designated representatives shall have the right to visit the Receiving School during normal business hours upon a reasonable written request.

3. **Payments:**

- a. In full consideration for the educational services to be rendered by the Receiving School to the Sending District for the period of this Agreement, the Sending District will pay to the Receiving School, for each child, a Per Pupil Charge (PPC) set by the Commissioner of the New York State Education Department. If the PPC is not available at the beginning of the school year for the period of this Agreement, the Sending District shall pay the PPC applicable to the previous school year until the new PPC is set, at which time the parties shall adjust future tuition payments so that the Receiving School will be paid in accordance with the rates applicable to the school year set forth in this Agreement. The Sending District shall retroactively pay the Receiving School any underpayment for that current school year in accordance with the new PPC or any overpayments will be reimbursed by the Receiving School to the Sending District for that current school year.
- b. The Sending District shall be responsible for payment of the tuition as provided for in this Agreement as long as the child is enrolled in the Receiving School's program(s) in accordance with the termination provision(s) herein.
- c. **Invoice Due On Monthly Basis:** The Receiving School will submit an invoice for services rendered on a monthly basis, and payment to the Receiving School shall be made within thirty (30) days from receipt of invoice from the Receiving School. The invoice shall include time sheets and attendance, types of services rendered and fees payable and individuals who received services. Students shall be assigned an identification

number which shall be used in place of student names for billing purposes. The Sending District shall give the Receiving School notice of any invoice dispute within twenty (20) days of receipt of invoice.

- d. The Sending District may add or remove any student at any time during the term of this Agreement subject to the termination provisions herein. Payment for students that are added or removed shall be prorated for the time the services were provided to the student.
- e. No parent or guardian shall be required to make any payment for services on behalf of any child covered by this Agreement.

4. **Termination:**

Either the Sending District or the Receiving School may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

The Sending District shall only be responsible for the pro-rated portion of payment for services provided up to the effective date of the termination.

In the event of termination the Receiving School shall cooperate with the Sending District to wind down any activities hereunder and all reports or other materials due to the Sending District from the Receiving School shall be promptly completed.

Nothing in this paragraph "4" shall be construed to limit the Receiving School's right to immediately remove a student(s) from the academic setting in accordance with law, if the student's continued presence poses a danger to the health or safety of students or others. In that event, the Receiving School shall consult with the Sending District, and shall notify the Sending District of the removal in writing.

- 5. **Incidents:** The Receiving School shall notify the Sending District promptly of any problems, situations or incidents that occur during the provision of services. The Receiving School shall make available any incident reports and/or other documentation regarding incidents to the extent permitted by law.
- 6. **SAVE Legislation:** The Receiving School understands and agrees that it is responsible for compliance with all applicable Federal, State, local statutes, rules, and ordinances including the requirements of

Project SAVE and the SAFE SCHOOL ACTS ("Project SAVE"), with respect to any person providing services by or through the Receiving School under the terms of this Agreement. All persons providing services by or through the Receiving School under the terms of this agreement shall have received appropriate fingerprinting clearances required by law prior to providing services to the Sending District. Upon request the Receiving School shall provide a complete roster of all persons who will and/or may be providing services in connection with this Agreement and shall be responsible for immediately providing the Sending District with any modification to that roster throughout the course of the Agreement.

7. **Indemnification and Hold Harmless:** The Receiving School agrees to defend, indemnify and hold harmless the Sending District, its Board of Education, the Board's agents, officers, trustees, attorneys and employees, all in their corporate and individual capacities, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of this Agreement. This provision shall survive termination of this Agreement. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This coverage must span the duration of this Agreement and include a modification and/or cancellation notice to the District of at least thirty (30) days. An applicable insurance endorsement, naming the Sending District as an additional insured, shall be provided to the Sending District by the Receiving School upon execution of this Agreement.

The Sending District agrees to defend, indemnify and hold harmless the Receiving School, its School Board, the Board's agents, officers, trustees, attorneys and employees, all in their corporate and individual capacities, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of this Agreement. This provision shall survive termination of this Agreement. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This coverage must span the duration of this Agreement and include a modification and/or cancellation notice to the District of at least thirty (30) days. An applicable insurance endorsement, naming the Receiving School as an additional insured, shall be provided to the Receiving School by the Sending District upon execution of this Agreement.

8. **Insurance:**
 - a. The Receiving School shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the Receiving School 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 School in connection with the performance of the Receiving School'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 (\$3,000,000.00).
 - b. Upon the execution of this Agreement, the Receiving School agrees to effectuate the naming of the Sending District as an additional insured on the Receiving School's insurance policies, with the exception of worker's compensation and professional liability, and shall provide the Sending District with a Certificate of Insurance in this regard.
9. **Notice of Litigation:** In the event litigation is initiated or a request for an impartial hearing or administrative complaint is filed in connection with the provision of services under this Agreement, the parties shall promptly give written notice to the other party upon receipt of such notice.
10. **HIPAA:** Both parties acknowledge 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, where applicable. If at any time during the course of this Agreement it is determined by agreement of both parties or an entity with appropriate jurisdiction that either district is considered a "covered entity" as defined by HIPAA, the Sending District and Receiving School agree to enter into a Business Associate Agreement to ensure compliance with the Standards for Privacy of Individually Identifiable Health Information pursuant to HIPAA."
11. **Student Health Services:** Upon parental consent, the Sending District shall receive all medical prescription information from the parent/person in parental relation of any student referred to the Receiving School. The Sending District shall send the Receiving School copies of such prescription information upon its written request.

12. **Compliance with Law:** All services will be provided in accordance with Federal, State, Sending District and local law, rules, regulations, ordinances, policies, procedures, rules and standards.
13. **Licensing:** The Receiving School will ensure that its staff possesses any requisite licenses and qualifications to perform the services contracted for. The Receiving School shall verify the existence and validity of licenses and credentials and in the event the required license and/or certification of any agent, contractor or employee of the Receiving School providing services under this Agreement is revoked, terminated, suspended or otherwise impaired, the Receiving School shall immediately notify the Sending District. The Receiving School shall also verify that all individuals providing services under this Agreement are of good character and are in good professional standing. Where applicable, the Receiving School agrees to submit to the Sending District written proof of certification and/or licensing and forms to document the evaluation of and services provided to Medicaid eligible students.
14. **Assignment:** It is expressly understood that no party may assign their rights, duties and/or obligations under this Agreement without the written consent of the other party.
15. **No Discrimination:** Services provided under this Agreement shall be performed without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, military status, marital status, predisposing genetic characteristics or disability and the parties shall take affirmative action to ensure that such individuals are afforded equal opportunities without discrimination. Furthermore, with respect to disciplinary measures for students with disabilities, the Receiving School shall act in accordance with all applicable Federal, State and local laws, rules and regulations.
16. **Notices:** All notices which are required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered in person or sent by registered or certified mail, to the address provided below. The parties may change such address upon written notice as set forth in this paragraph. Notices delivered in person shall be deemed communicated upon actual receipt. Notices delivered by mail shall be deemed communicated two (2) days after mailing:

To the Sending District: 100 Sherman Avenue, West Islip, N.Y., 11795

Attn: Elisa Pellati, Assistant Superintendent for Business

To the Receiving School: Henry Viscardi School, 2011 I.U. Willets Path, Albertson, NY.
Attn: Sheryl Buchel

17. **Audits:** The Receiving School agrees to cooperate with the State and its Agents and provide all information to them as may be required for the State and its Agents to fulfill their auditing or other legal responsibilities. This provision shall include but not be limited to, records in which the State and/or its Agents require in order to determine either party's compliance with any Federal or State statutes or regulations applicable to this Agreement. In the event the Receiving School is required to furnish such information, it shall be furnished at such times as required by the State and/or its Agents.
18. **Commissioner of Education:** The Receiving School agrees that the New York Commissioner of Education and/or his/her designated representatives shall have the right to visit the Receiving School as it reasonably deems necessary.
19. **Independent Contractor:** The relationship of the Receiving School and the Sending District over the course of this Agreement shall at all times be deemed an Independent Contractor. Employees of the Receiving School are solely deemed employees of the Receiving School for purpose of this Agreement and the Receiving School is entirely responsible for their supervision, work, and compensation. The Receiving School, its officers, employees and/or agents shall not hold itself out as employees of the Sending District. Employees of the Receiving School will not be entitled to participate in any of the Sending District's employee benefit programs such as workers' compensation, unemployment insurance, retirement benefits, fringe benefits, disability benefits, or other similar programs. To the extent required by Federal or State requirements, the parties agree to submit a Form 1099 and IT 2102.1 to the Federal Government at year-end for all individuals with a gross income that exceeds \$600, which shall be reported for income tax purposes.
20. **Confidentiality:** The Receiving School, its employees, and/or agents acknowledge and agree that all information obtained, transmitted, reviewed, generated, requested, provided, maintained and/or otherwise utilized in connection with this Agreement shall be deemed confidential. The parties, their employees, and/or agents acknowledge and agree to comply with all laws, rules, and/or regulations, which shall include but not be limited to the requirements of the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any concurrent Federal and/or State law, rule and/or regulation. The Receiving School, its employees, and/or

agents further agree that any information obtained during the course of this Agreement which relates to the personal, financial, or other affairs of the Sending District, its employees, and/or their agents shall be deemed confidential. The Receiving School agrees that it will not disclose confidential information directly or indirectly to third parties except as provided for and necessitated under this Agreement or law. This provision will survive the termination of this Agreement.

21. **Reservation of Rights:** The Receiving School reserves all rights in law or in equity not otherwise expressly provided for in this Agreement.
22. **Enforcement:** Neither parties' course of dealing nor the failure, omission, or delay of either party to enforce any right under this Agreement shall be construed as a waiver nor limitation of that party's right to subsequently enforce every right under this Agreement. Furthermore, no partial or single exercise of any right under this Agreement shall be construed as a waiver or limitation of that party's right to subsequently enforce every right under this Agreement. In order for a waiver to be effective under this Agreement, it shall be expressly stated in writing and signed by the party to be charged with such waiver. No waiver under this Agreement shall constitute a continuing waiver, a waiver with regards to any other or subsequent breach or default of such provision, or a waiver of any other right hereunder, unless it is expressly stated in writing and signed by the party to be charged with such waiver.
23. **Entire Agreement:** This Agreement contains the entire agreement between the parties and shall not be modified, except in writing and signed by both parties.
24. **Severability:** If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.
25. **Execution:** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same document as if all parties had executed a single original document. This Agreement may be executed by facsimile copy and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.
26. **Warranties:** Each party represents and warrants to the other party that this Agreement has been duly authorized, executed and delivered and that the performance of its obligations under this Agreement do

not conflict with any order, law, rule or regulation or any Agreement or understanding by which such party is bound.

27. **Record Retention:** Both parties shall comply with all record retention requirements applicable under law to the records pertaining to this Agreement.
28. **Construction:** The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against either party. Section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement in any way or limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, entity or entities may require.
29. **Conflicts of Interest:** The Receiving School represents that there are no conflicts of interest between the Receiving School and the Sending District and/or that would otherwise limit Sending School's participation in this Agreement.
30. **Governing Law:** This Agreement shall be governed, interpreted and enforced in all respects by the laws of the State of New York, without regard to conflict or choice of law principles. Furthermore, all claims relating to or arising out of this Agreement, or breach thereof, including, but not limited to, claims sounding in contract or tort, shall also be governed, interpreted and enforced in all respects by the laws of the State of New York, without regard to conflict or choice of law principles. Each of the parties agrees to submit to the jurisdiction of the courts of the State of New York, County of Nassau or the Federal Court otherwise having jurisdiction. As such, the parties agree that any action related to this Agreement shall be litigated in such courts and waives any defense it may have with regards to improper venue or *forum non conveniens*,
31. **Authorization for Agreement:** The undersigned parties' representatives warrant and agree that they are duly authorized agents who possess the legal right and authority to enter into this Agreement and bind each party with respect to its obligations set forth herein.
32. **Survival:** All provisions of this Agreement that would reasonably be expected to survive the termination or expiration of this Agreement shall do so.

By: SBuchel e
**HVS Representative, Sheryl Buchel
Receiving School**

Date: 7/1/19

By: _____
Sending District, Representative

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2019**, 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, 2019** through **June 30, 2020**, 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: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2019**, 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 **Long Island Select Healthcare** (hereinafter the "CONSULTANT"), having a principal mailing address of 159 Carlton Avenue, Central Islip, NY 11722.

A. TERM

1. The term of this Agreement shall be from **July 1, 2019** through **June 30, 2020**, 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 SERVICES AND RATE SHEET

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

D. COMPENSATION

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

E. INSURANCE

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S

responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

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

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

I. SEVERABILITY

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

J. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

K. ENTIRE AGREEMENT

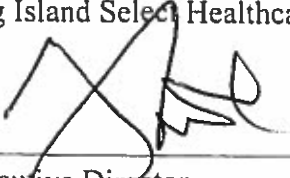
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Long Island Select Healthcare

West Islip Union Free School District

BY:



Executive Director
JAMES POWELL, MD
LIC# 217923

BY:

President, Board of Education

Long Island Select Healthcare Inc.

Rate Sheet 2019-2020

I. Assistive Technology /Augmentative Communication Consults- \$400/ unit

II. Assistive Technology /Augmentative Training- \$400/unit

III. Assistive Technology /Augmentative Screening- \$400/unit

- **1 unit equals 1 hour**
- **Note writing time is in addition to the actual training/screening**

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

and

Long Island Select Healthcare

Supplemental Agreement dated this 1st day of July, 2019 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Long Island Select Healthcare (the "Contractor") located at 159 Carleton Avenue, Central Islip, NY 11722.

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 Metro Therapy, Inc.
 - 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.]*

The contractor (LISH) scans the patient information which was completed on a secure, closed network into their electronic health record (electical) which has a secure database server. Username + passwords are required for access to the network as well as EHR access. ^{firewalls} are also present + data is encrypted.

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.

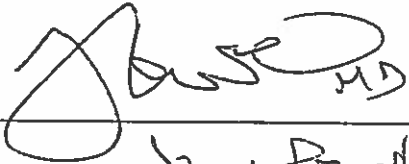
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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.

Long Island Select Healthcare

WEST ISLIP UFSD

By: 
Print Name: James Powell MD
Title: Interim CEO / CMO
Date: 8/9/19

By: _____
Print Name: Steven D. Gellar
Title: President, Board of Education
Date: _____

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

This Agreement is entered into this 1st day of July 2019 by and between the Board of Education of the **North Babylon Union Free School District** (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement 5 Jardine Place, North Babylon, New York 11703, and the Board of Education of the **West Islip School District** (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2019 through June 30, 2020, 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 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.

JUL 05 2019

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 nonresident tuition rates for 2018-2019 Special Education 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. Billing for actual costs will be issued at the end of the school year, and shall be adjusted as necessary in accordance with the rates issued by the State Education Department under Part 174. 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.

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:

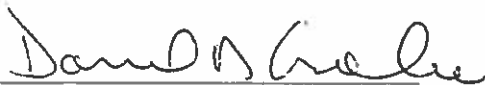
To Sending District: Alyse Middendorf
District Administrator for Special Education
North Babylon UFSD
5 Jardine Place
North Babylon, NY 11703

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: Daniel D. Cavaleo
President, Board of Education
North Babylon UFSD

By:
President, Board of Education
West Islip UFSD

80-20-95636 - Specialedcontract 4401(b)



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

This Agreement is entered into this 1st day of July, 2019 by and between the Board of Education of the West Islip School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and NYSARC, Inc. Suffolk Chapter (hereinafter the "RECEIVING EDUCATIONAL FACILITY"), having its principal place of business for the purpose of this Agreement at 2900 Veterans Memorial Highway, Bohemia, New York 11716.

WITNESSETH

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

WHEREAS, the RECEIVING EDUCATIONAL FACILITY is a school 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, 2019 through June 30, 2020**, 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 EDUCATIONAL FACILITY shall include, but not be limited to the following:

**Full Day Educational Instruction Fall and Summer and Related Services as
per student (s) IEP**

2. The RECEIVING EDUCATIONAL FACILITY 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 EDUCATIONAL FACILITY 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 EDUCATIONAL FACILITY upon any modification of a student's IEP.
4. The RECEIVING EDUCATIONAL FACILITY 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 EDUCATIONAL FACILITY 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 EDUCATIONAL FACILITY represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING EDUCATIONAL FACILITY 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 EDUCATIONAL FACILITY 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 EDUCATIONAL FACILITY providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING EDUCATIONAL FACILITY shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The RECEIVING EDUCATIONAL FACILITY shall comply will all applicable policies of the RECEIVING EDUCATIONAL FACILITY while providing services pursuant to this Agreement.

9. The RECEIVING EDUCATIONAL FACILITY shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. The RECEIVING EDUCATIONAL FACILITY will work cooperatively with the SENDING DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The RECEIVING EDUCATIONAL FACILITY 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 EDUCATIONAL FACILITY of such meetings.
11. The RECEIVING EDUCATIONAL FACILITY 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 EDUCATIONAL FACILITY 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 EDUCATIONAL FACILITY to provide services pursuant to this Agreement.
15. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING EDUCATIONAL FACILITY 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 EDUCATIONAL FACILITY shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING EDUCATIONAL FACILITY.
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 EDUCATIONAL FACILITY shall promptly give written notice of same to the SENDING DISTRICT.
18. Insurance
 - a. The RECEIVING EDUCATIONAL FACILITY, 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 EDUCATIONAL FACILITY 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 EDUCATIONAL FACILITY in connection with the performance of the RECEIVING EDUCATIONAL FACILITY'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 EDUCATIONAL FACILITY 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 EDUCATIONAL FACILITY 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 EDUCATIONAL FACILITY shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement.

See Attached Appendix A

2. Requests for payment by the RECEIVING EDUCATIONAL FACILITY 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 EDUCATIONAL FACILITY within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING EDUCATIONAL FACILITY 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

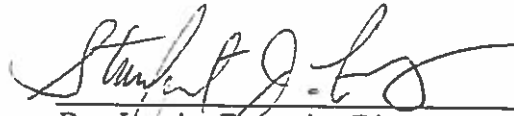
- a. Either the SENDING DISTRICT or the RECEIVING EDUCATIONAL FACILITY may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties 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 EDUCATIONAL FACILITY 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.

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 EDUCATIONAL FACILITY

By: President, Board of Education



By: Interim Executive Director

Date: _____

Date: 7/30/19

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 Pediatric Neuropsychology Associates (hereinafter the "CONSULTANT"), having a principal mailing address of 68 South Service Road, #100, Melville, NY 11747.

A. TERM

1. The term of this Agreement shall be from **July 1, 2018 through June 30, 2019 and July 1, 2019 through June 30, 2020** 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:

Independent Educational Evaluations Neuropsychological and Autism Diagnostic Evaluation (ADOS)

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 the attached Fee Schedule.

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

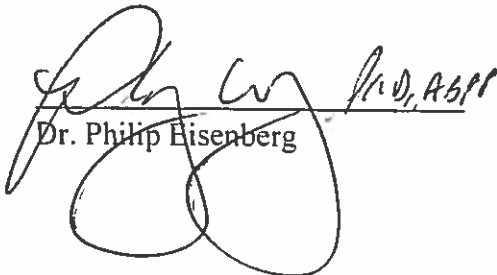
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
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.

Dr. Philip Eisenberg

West Islip Union Free School District

BY:


Dr. Philip Eisenberg

BY: _____

President, Board of Education

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2019 by and between the Board of Education of the **West Islip Public Schools** (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue West Islip, New York 11795 and the Board of Education of the **Syosset Central School District** (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at P. O. Box 9029, 99 Pell Lane Syosset, New York 11791.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. **TERM**: The term of this Agreement shall be from July 1, 2019 through June 30, 2020 inclusive, unless terminated earlier as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES**:

1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".

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

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

C. **COMPENSATION:**

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

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

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

D. **TERMINATION.**

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

E. **MISCELLANEOUS**

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

To **DISTRICT OF RESIDENCE:**

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

To **DISTRICT OF LOCATION:**

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

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

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

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

DISTRICT OF RESIDENCE

DISTRICT OF LOCATION

By:
President Board of Education
School District

Date _____

By:
President Board of Education
School District

Date _____