

AGENDA



BOARD OF EDUCATION

July 7, 2020

Virtual Meeting

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

*Submitted by:
Bernadette M. Burns
Superintendent of Schools*

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
July 7, 2020

Virtual Meeting

West Islip, New York

- I. **CALL TO ORDER**
 - II. **QUORUM COUNT**
 - III. **ANNOUNCEMENTS**
 - IV. **INVITATION TO PUBLIC** - *Due to the virtual nature of the meeting, public questions and comments will be accepted at wi.officeofsuperintendent@wi.k12.ny.us or boe@wi.k12.ny.us.*
 - V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the June 23, 2020 Planning Session.
 - VI. **PERSONNEL**
 - VII. **CURRICULUM UPDATE**
 - VIII. **REPORT OF BOARD COMMITTEES**
 - A) Buildings and Grounds Committee {7/7/2020}
 - B) Special Education Committee
 - C) Policy Committee
 - Annual Review:* No. 5412 Purchasing Procedures
 - No. 5421 Procurement of Goods and Services
 - No. 5610 Insurance
 - No. 5623 Use of School Owned Materials and Equipment
 - No. 5683 Districtwide Safety Committee
 - No. 6150 Alcohol, Drugs and Other Substances {School Personnel}
 - No. 7320 Alcohol, Drugs and Other Substances {Students}
 - First Reading:* No. 6110 Code of Ethics for All District Personnel
- IX. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- X. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Requests for Proposal
 - 1. RFP#502 Bagels
 - 2. RFP#480 Bread
 - 3. RFP#496 Coffee with Equipment
 - 4. RFP#495 Student Beverages with Equipment
 - 5. RFP#498 Student Beverages without Equipment
 - 6. RFP#100 Commodity Foods Direct Diversion
 - 7. RFP#326 Dairy
 - 8. RFP#492 Frozen
 - 9. RFP#487 Grocery
 - 10. RFP#474 Ice Cream with Equipment
 - 11. RFP#499 Meat
 - 12. RFP#488 Paper
 - 13. RFP#484 Snacks Compliant
 - 14. RFP#485 Snacks Non-Compliant
 - C) Approval of Bid Extension
 - 1. RFP#452 Dishwashing/Cleaning Supplies

X. **BUSINESS ITEMS**, *continued*

- D) Approval of Contracts
 - 1. Developmental Disabilities Institute 2020-2021
 - 2. East Moriches UFSD July 1, 2020 – August 31, 2020
 - 3. Metro Therapy 2020-2021
- E) Approval of Health Services Contracts 2019-2020
 - 1. Brentwood UFSD \$2,246.56
 - 2. Westbury UFSD \$2,021.90
- F) Approval of Resolutions
 - 1. Resolution to Bid Jointly on Food Service Commodities, Food and Food Service Supplies for the 2020-2021 school year
 - 2. Income Eligibility Guidelines for Free and Reduced Prices Meals or Free Milk 2020-2021
 - 3. Breakfast Program Exemption 2020-2021
- G) Approval of Services Agreements 2020-2021
 - 1. Capital Markets Advisors, LLC
 - 2. US OMNI
- H) Approval of In-Car Driver Education Instructions with Vehicles Professional Service Agreement 2020-2021~ Suffolk Auto Driving School, Inc.

XI. **PRESIDENT’S REPORT**

- A) Approval of SmartWeb Consultant Services Agreement 2020-2021

XII. **SUPERINTENDENT’S REPORT**

XIII. **NOTICES/REMINDERS**

XIV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

- XV. **INVITATION TO THE PUBLIC** - *Due to the virtual nature of the meeting, public questions and comments will be accepted at vi.officeofsuperintendent@vi.k12.ny.us or boe@vi.k12.ny.us.*

- XVI. **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.*

XVII. **CLOSING** - Adjournment

PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
June 23, 2020 – Virtual Meeting

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 7:31 p.m.

APPROVAL OF MINUTES

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve the minutes of the June 11, 2020 Regular Meeting.

Mr. Gellar announced that the School Budget passed by a large margin and thanked the community for their support.

PERSONNEL

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

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve Abolishment of Positions.

Abolishment of Positions

Be it Resolved, that upon the recommendation of the Superintendent of Schools, effective June 30, 2020, a professional position in the West Islip Public School District be abolished in the Science area (1 full-time position).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS SUMMER 2020:

VIRTUAL TEACHERS

Amy DeJoseph
Rita Manetta
Amy Schroeder
Marissa Villani
Tonimarie Young

PROGRAM TEACHERS

Danielle Gick
Meaghan Johnston
Matthew Sullivan

CONSULTANT TEACHERS

Kathleen Finn
Elaine Longo
Daniel Sarfin

SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS SUMMER 2020 – continued

AIDES

Nancy Corso
Debra Costantino
Cathleen Cronin
Linda Daniels
Louise Guastella
Tara Miller
Shari Murano
Annette Rossi
Daniel Sliwoski
Michelle Varley

SUBSTITUTE AIDES

Mary Cameron
Carol Marino

BEHAVIOR CONSULTANT

Teresa Mercado

BUS DRIVERS

Michael LaCova
Barbara Lirosi
Diane Mahoney-Paredes
Christine Phelps
Debra Tammone

BUS MATRONS

Lori Butler
Teresa DeRosa

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve the results of the Annual Meeting ~ School Budget Vote and Trustee Election June 9, 2020.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve the following donations/resolutions: Ahold Delhaize USA - \$1,663.28 – Bayview; Ahold Delhaize USA - \$1,680.42 – Paul J. Bellew; Ahold Delhaize USA - \$825.02 – Oquenock; Ahold Delhaize USA - \$1,994.44 – Beach Street; hand sanitizer from H and J Medical Supply - \$600 value – Beach Street.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve the following resolution to increase the 2019-2020 budget - \$6,163.16.

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$1,663.28 from Ahold Delhaize USA, which have been donated for the purchase of supplies for the students of the Bayview Elementary School.

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$1,680.42 from Ahold Delhaize USA, which have been donated for the purchase of supplies for the students of the Paul J. Bellew Elementary School.

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$825.02 from Ahold Delhaize USA, which have been donated for the purchase of supplies for the students of the Oquenock Elementary School.

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$1,994.44 from Ahold Delhaize USA, which have been donated for the purchase of supplies for the students of the Beach Street Middle School.

WHEREAS, the West Islip Union Free School District is in receipt of donated hand sanitizer with an estimated value of \$600.00 from Hand J Medical Supply, which has been donated to Beach Street Middle School.

RESOLUTION: INCREASE 2019/2020 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorizes the appropriation budget for the 2019/2020 school year to be increased to \$125,928,765.14 an increase of the \$6,163.16 donation from Ahold Delhaize USA for the Bayview, Paul J. Bellew and Oquenock Elementary Schools and the Beach Street Middle School.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Engagement Letters 2020-2021: Cullen & Danowski, LLP and R.S. Abrams & Co., LLP Engagement Letter.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve 2020-2021 contracts: Brookville Center for Children's Services, Inc. {Consultant Services}; Brookville Center for Children's Services, Inc. {Special Education Services}; Center for Developmental Disabilities; DaVinci Education & Research, LLC; Long Island Select Healthcare; Milestones in Home Care, Inc.; Nassau Suffolk Services for Autism – the Martin C. Barell School; Tender Age Pediatric Therapies; The Eden II School for Autistic Children.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Memorandum of Agreement ~ re: summer hours: Teamsters Local 237.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Memorandum of Agreement ~ re: summer hours: UPSEU.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Stipulation of Settlement and Release ~ Student A.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Stipulation of Settlement and Release ~ Student B.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve ESSA 2020-2021 Participation Rate Improvement Plans: 1. Beach Street; 2. Manetuck; 3. Oquenock.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Memorandum of Understanding re: vacation carry-over: Bernadette Burns, Superintendent of Schools.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Memorandum of Understanding re: vacation carry-over: Dawn Morrison, Assistant Superintendent of Curriculum and Instruction.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Memorandum of Understanding re: vacation carry-over: Elisa Pellati, Assistant Superintendent for Business.

June 23, 2020
Planning Session

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Memorandum of Understanding re: vacation carry-over: Brian Taylor, Executive Director of Human Resources.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve resolution: re: vacation carry-over: James Bosse, Director Buildings and Grounds.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to adjourn to Executive Session at 7:40 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:53 p.m. on motion by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor.

Meeting adjourned at 8:54 p.m. on motion by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

PERSONNEL:

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

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Denise Lamattina, Library Media Specialist
Effective September 1, 2020 to August 31, 2024
(Udall; Step 1A¹; replacing A. Bean {retired})

Lisa Angius, Library Media Specialist
Effective September 1, 2020 to August 31, 2024
(Beach Street; Step 1A¹; replacing M. DeMarco {retired})

Allison Murray, School Psychologist
Effective September 1, 2020 to August 31, 2024
(High School; Step 1A¹; replacing C. Kaigh {retired})

CIVIL SERVICE

CL-1 PROBATIONARY APPOINTMENT

*Kareen Gaffney, Senior Office Assistant
Effective July 22, 2020
(District Office; Step 1; replacing L. Castagna {retired})

CL-2 RESIGNATION

Donald Fitzgerald, Maintenance Mechanic III
Effective July 2, 2020
(Maintenance)

CL-3 RETIREMENT

Juanita LeBarr, Part Time Food Service Worker
Effective June 27, 2020
(24 years)

OTHER

SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS SUMMER 2020

Jeanne Dowling, Administrator

Elizabeth Kelly, Consultant Teacher
(replacement for Elaine Longo)

DISTRICT-WIDE PRINTING SERVICES 2020-2021

John Zuhoski

**Conditional pending fingerprinting clearance*

OTHER, continued

ATHLETIC TRAINERS 2020-2021

Kevin Kilkenny
Nicole Perperis

EQUIPMENT COORDINATORS 2020-2021

James Dooley
James Klimkoski
Brian Cameron

FALL 2020 HIGH SCHOOL COACHES

FOOTBALL

Steve Mileti, Varsity Head Coach
Frank Riviezzo, Assistant Varsity Coach
Phil Kane, Assistant Varsity Coach
Scott Mattera, Varsity Volunteer Coach
Thomas Woodburn, Varsity Volunteer Coach
Mike Bellacosa, Varsity Volunteer Coach
Joseph LaCova, Head J.V. Coach
John T. Denninger, Assistant J.V. Coach

GIRLS SOCCER

Nicholas Grieco, Head Varsity Coach
Jeremy Robertson, Assistant Varsity Coach
Lindsay Morgan, J.V. Coach

BOYS SOCCER

Edward Pieron, Head Varsity Coach
Brian Cameron, Assistant Varsity Coach
Dennis Mazzalonga, J.V. Coach

GIRLS SWIMMING

Tanya Carbone, Varsity Coach
Meghan LaRocca, Assistant Varsity Coach

GIRLS GYMNASTICS

MaryAnn McGrade, Varsity Coach
Caitlyn Leibman, Assistant Varsity Coach

GIRLS TENNIS

George Botsch, Varsity Coach
James Dooley, J.V. Coach

FIELD HOCKEY

Josephine Hassett, Varsity Coach
JoAnne Orehosky, Assistant Varsity Coach
Kelly Weisenseel, J.V. Coach

OTHER, continued

CROSS COUNTRY

Kevin Murphy, Boys Varsity Coach
Michelle Studley-Broderick, Girls Varsity Coach

BOYS VOLLEYBALL

John Schrank, Varsity Coach
Frank Franzone, Assistant Varsity Coach
Erin Harris, J.V. Coach

GOLF

Frank Rapczyk, Varsity Coach

KICKLINE

Jessica Cichy, Varsity Coach

CHEERLEADING

Dina Barone, Varsity Coach
Lauren Brady, Assistant Varsity Coach
Priscilla McBride, J.V. Coach
Nicole Shaw, Assistant J.V. Coach

FALL 2020 MIDDLE SCHOOL COACHES

FOOTBALL

Shanan Mauro, Head 7-8 Udall Coach
Robert Kolar, Assistant 7-8 Udall Coach
Vincent Luvera, Head 7-8 Beach Coach
Charles (Kevin) Osburn, Assistant 7-8 Beach Coach
Larry Plompen, Beach Volunteer Coach

GIRLS SOCCER

Edward Jablonski, 7-8 Udall Coach
Colleen Reilly, 7-8 Beach Coach

BOYS SOCCER

Michael LaCova, 7-8 Beach Coach

CROSS COUNTRY

Vincent Melia, Udall Boys & Girls Coach
Joseph Nicolosi, Beach Boys & Girls Coach

FIELD HOCKEY

Daniel Sliwowski, 7-8 Udall Coach
Kathryn Dranoff, 7-8 Beach Coach

TENNIS

Patrick Tunstead, Girls 7-8 Udall/Beach

CHEERLEADING

Lisa Schecter, Udall 7-8 Co-Coach
Jillian Bohnaker, Udall 7-8 Co-Coach

SUBJECT: PURCHASING PROCEDURES

The following sets forth the policies and procedures of the West Islip Union Free School District to meet the requirements of General Municipal Law, Section 104-b.

Purpose

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys, in the best interest of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the Board of Education is adopting internal policies and procedures governing all procurement of goods and services which are not required to be made pursuant to competitive bidding requirements of General Municipal Law, Section 103 or of any other general, special or local law. Notwithstanding the foregoing, the District will adhere to the requirements of the General Municipal Law regarding purchasing.

Procedures for determining Whether Procurement are Subject to Bidding

The procedures for determining whether a procurement of goods and services is subject to competitive bidding and documenting the basis for any determination that competitive bidding is not required by law will be administered by the purchasing agent and/or the Asst. Supt. for Business, as follows:

In general, the District will not be required to secure alternative proposals or quotations for: 1) emergencies (as defined by General Municipal Law 103 (4); 2) procurement where there is no possibility of competition (i.e., sole source items); 3) procurement of professional services, which because of confidential nature of the services do not lend themselves to procurement through solicitation; or 4) procurement for purchase contracts below \$500 when solicitations of competition would not be cost-effective. Documentation relating to determination whether procurement are subject to bidding may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation.

Statutory Exceptions From These Policies and Procedures

Except for procurement made pursuant to General Municipal Law, Section 103 (3) (through county contracts), Section 103(16) through contracts let by the United States of America or any agency thereof, or any state or political subdivision or district therein or Section 104 (through state contact of the Office of General Services), State Finance Law, Section 175-b (from agencies for the blind or severely handicapped), Correction Law, Section 186 (articles manufactured in correctional institutions), Board approved cooperative purchase agreements and purchases made through available cooperative BOCES bids, alternative proposals or quotations for goods and services shall be secured by the Purchasing agent, the Assistant Superintendent for Business or other person designated by the Assistant Superintendent for Business, by use of written requests for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of General Municipal Law, Section 104-b. all purchase orders will reflect the applicable state, county or BOCES bid reference number.

SUBJECT: PURCHASING PROCEDURES, continued

Methods of Competition to be Used for Non-Bid Procurement

In general, as determined by the Purchasing Agent and/or the Assistant Superintendent for Business, the District will require the following methods of competition be used and the sources of documentation maintained when soliciting nonbid (open market) procurement for purchase contracts: 1) For purchases under \$1,001 no quotation shall be required. 2) For purchases between \$1,001 and \$5,000, a minimum of two verbal and/or written quotations must be solicited. 3) For purchases between \$5,000 and \$10,000, a minimum of three written quotations shall be solicited. 4) For purchases greater than \$10,000, the District will comply with the bidding requirements set forth in General Municipal Law Section 103.

When soliciting for public works contracts, the District will require that 1) For public works contracts below the District-established bidding threshold of \$20,000 for repairs occurring on an irregular basis which may include, but not be limited to, electrical, plumbing, carpentry, boiler, fencing, field maintenance, etc., verbal and/or written quotations will be solicited and reviewed annually by the Director of Facilities. 2) For public works contracts of \$20,000 or more, the District will comply with the bidding requirements set forth in General Municipal Law Section 103.

The Superintendent of Schools, with the assistance of the Purchasing Agent shall be responsible for the establishment and implementation of the procedures on standard forms for use in purchasing and related activities in the District. These procedures shall comply with all applicable laws and regulations of the State and Commissioner of Education. Documentation relating to methods of competition may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation.

For purchases that are governed by the competitive bidding requirements of General Municipal Law, Section 103 and for purchases that are below the statutory threshold, the District may make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with the General Municipal Law and made available for use by other governmental entities.

Awards to Other Than Lowest Responsible Dollar Offerer

As determined by the purchasing agent and/or the Assistant Superintendent for Business the District will provide justification and documentation of any contract awarded to a vendor other than the lowest bidder, setting forth the reasons why such award is in the best interests of the District. Documentation relating to awards to other than the lowest offer may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation. This documentation otherwise furthers the purpose of Section 104-B of the General Municipal Law. Factors supporting award to other than the lowest offer may include: 1) an inability to provide items as specified and awarded in previous bids; 2) an inability to deliver materials or services in a timely fashion; 3) substitution of alternative items without informing a District; 4) varying from prescribed procedures and/or specifications for the performance of the service or contract without the expressed permission of the contracting District; 5) products which do not meet the District standards as determined through its own evaluation procedures; 6) failure or difficulty in providing proper insurance certificates or performance bond, where required or specified; 7) use of vendors or subcontractors that provide inferior products or services; 8) failure to provide adequate references, where required; and 9) failure to provide samples of alternate bid terms, when requested.

SUBJECT: PURCHASING PROCEDURES, continued

Awards on the Basis of Best Value

Purchases may also be made on the basis of best value in accordance with the General Municipal Law. The best value standard may only be used for purchase contracts, which includes contracts for service work, but excludes any purchase contracts necessary for the completion of a public works contract pursuant to Article Eight of the Labor Law. When awarding contracts under the best value standard, the district must consider the overall combination of quality, price, and other elements of the required commodity or service that in total are optimal relative to the needs of the district. Use of the best value standard must rely, wherever possible, on objective and quantifiable analysis. The best value standard may identify as a quantitative factor whether offerors are small businesses or certified minority- or women-owned business enterprises as defined in New York Executive Law § 310. Use of the best value standard for the procurement of goods and services requires approval from the Board of Education. The Board must also approve the factors to be considered when awarding contracts under this standard.

Input from Officers

Comments concerning the policies and procedures shall be solicited from administrators and/or officers of the school district herein involved in the procurement process prior to the enactment of the policies and procedures, and will be solicited from time to time thereafter.

Annual Review

The Board of education shall annually review these policies and procedures. The Purchasing Agent shall be responsible for conducting an annual review of the procurement policy and for an evaluation of the internal control structure established to ensure compliance with the procurement policy.

Unintentional Failure to Comply

The unintentional failure to fully comply with the provisions of Section 104-b of the General Municipal Law or the District policy regarding procurement shall not be grounds to void action taken or give rise to a cause of action against the District of any officer or employee of the district.

LegalReferences: *General Municipal Law 103; 109-a; 800 et seq, 104-b State Finance Law, Section 175-b, Correction Law, Section 186*

SUBJECT: PROCUREMENT OF GOODS AND SERVICES

The Board of Education recognizes its responsibility to ensure the development of procedures for the procurement of goods and services not required by law to be made pursuant to competitive bidding requirements. These goods and services must be procured in a manner so as to:

- a) Assure the prudent and economical use of public moneys in the best interest of the taxpayer;
- b) Facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances; and
- c) Guard against favoritism, improvidence, extravagance, fraud and corruption.

These procedures shall contain, at a minimum, provisions which:

- a) Prescribe a process for determining whether a procurement of goods and services is subject to competitive bidding and if it is not, documenting the basis for such determination;
- b) With certain exceptions (purchases pursuant to General Municipal Law, Section 186; State Finance Law, Sections 175-a and 175-b; State Correction Law, Section 184; or those circumstances or types of procurements set forth in (f) of this section), provide that alternative proposals or quotations for goods and services shall be secured by use of written request for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of Section 104-b of General Municipal Law;
- c) Set forth when each method of procurement will be utilized;
- d) Require adequate documentation of actions taken with each method of procurement;
- e) Require justification and documentation of any contract awarded to other than the lowest responsible dollar offer, stating the reasons; and
- f) Set forth any circumstances when, or the types of procurement for which, the solicitation of alternative proposals or quotations will not be in the best interest of the District.

Any unintentional failure to fully comply with these provisions shall not be grounds to void action taken or give rise to a cause of action against the District or any District employee.

The Board of Education shall solicit comments concerning the District's policies and procedures from those employees involved in the procurement process. All policies and procedures regarding the procurement of goods and services shall be reviewed annually by the Board.

SUBJECT: INSURANCE

The objective of the Board of Education is to obtain the best possible insurance at the lowest possible cost, and to seek advice periodically from an Insurance Appraisal Service to determine that adequate coverage is being provided regarding fire, boiler, general liability, bus and student accident insurance.

The Board shall carry insurance to protect the District's real and personal property against loss or damage. This property shall include school buildings, the contents of such buildings, school grounds and automobiles.

The Board may also purchase liability insurance to pay damages assessed against Board members and District employees acting in the discharge of their respective duties, within the scope of their employment and/or under the direction of the Board.

All insurance policies, along with an inventory of the contents of the building, should be kept in a fireproof depository or with the appropriate insurance agent for safekeeping and referral purposes. The Superintendent shall review the District's insurance program annually and make recommendations to the Board if more suitable coverage is required.

Public Officers Law Section 18
General Municipal Law Sections 6-n and 52
Education Law Sections 1709(8) and (26) and
(34-b), 3023, 3028, and 3811

SUBJECT: USE OF SCHOOL-OWNED MATERIALS AND EQUIPMENT

Except when used in connection with or when rented under provisions of Education Law Section 414, school-owned materials or equipment may be used by District employees and/or students for school related purposes only. Private and/or personal use of school-owned materials and equipment is strictly prohibited.

The Board of Education permits the use of district-owned materials and equipment (e.g., laptop computers, cell phones, audio-visual equipment, etc.) by Board members, officers, and employees of the district when such material and equipment is needed for district-related purposes.

The Board will permit school materials and equipment to be loaned to staff members when such use is directly or peripherally related to their employment and loaned to students when the material and equipment is to be used in connection with their studies or extracurricular activities.

The Superintendent of Schools, in consultation with the School Business Official, shall establish regulations governing the loan and use of such equipment. Such regulations must address:

- The individuals who may properly authorize the use of such material and/or equipment;
- The lack of authority of the borrower to use such material or equipment for private, non-business purposes;
- The responsibilities of the borrower for proper use, care and maintenance;
- That, regardless of condition or other factors, all loaned equipment must be returned to the district. No item may be sold to or purchased by the borrower unless such equipment has been returned to the district for evaluation and, if necessary, disposal in accordance with district policy and procedures.

All equipment shall be inventoried and a list shall be maintained of the date such equipment was loaned, to whom it was loaned, and the date of expected and actual return.

Individuals borrowing district-owned equipment shall be fully liable for any damage or loss occurring to the equipment during the period of its use, and shall be responsible for its safe return.

The following departments shall maintain records of all equipment that is loaned for long-term use (e.g., school year, term of office, etc.) and shall review such list yearly.

- Buildings and Grounds: cell phones and pagers
- Audio Visual Coordinator: audio-visual equipment
- Director of Technology: laptop computers, iPads, Chromebooks

Administrative regulations will be developed to assure the lender's responsibility for, and return of, all such materials and equipment.

Education Law Section 414

SUBJECT: DISTRICTWIDE SAFETY COMMITTEE

There will be a Districtwide Safety Committee consisting of the Superintendent, assistant superintendents, the Director of Buildings and Grounds, the Security Director, and various administrative and other staff and stakeholders as needed.

Powers and Duties of the Districtwide Safety Committee

The committee will meet periodically to review safety and health hazard reports by employees, accident reports, workers' compensation claims, reports and recommendations of safety and health inspectors, and other matters the committee director places on the agenda. The committee will report its findings and recommendations to the Superintendent of Schools.

Safety Director: Powers and Duties

The Assistant Superintendent for Business will chair the Districtwide Safety Committee, maintain its records and author its reports to the Superintendent of Schools. He or she, in cooperation with the Director of Buildings and Grounds, will develop procedures for the regular inspection and maintenance of District buildings, equipment and grounds. They must arrange for the elimination of known hazards if such can be done through regular maintenance procedures or without extraordinary cost or disruption; they should immediately report all other known hazards to the Superintendent.

Complaints and State Inspectors

The Director of Buildings and Grounds will be District's representative, and will receive all complaints and accompany all state inspectors under the State Occupational Safety and Health Act and similar programs.

The committee will visit each facility for a visual safety inspection annually.

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (SCHOOL PERSONNEL)

The Board of Education, recognizing that students are often influenced by teachers and other members of a school's staff, impresses upon staff members the importance of maintaining a high level of professionalism appropriate to their position, which, in turn, shall set a positive example for students.

The Board, therefore, prohibits the consumption, sharing and/or selling, use and/or possession of illegal drugs, counterfeit and designer drugs or alcoholic beverages in the workplace, or when the effects of such drugs may impair an employee's job performance. The inappropriate use of prescription and over-the-counter drugs shall also be prohibited.

Information about any drug and alcohol counseling and/or rehabilitation programs shall be made available to employees. Data will also include the range of penalties (consistent with local, state and federal law), up to and including termination of employment and referral for prosecution that will be imposed on employees who have transgressed the terms of this policy.

Additionally, confidentiality shall be insured as required by state and federal law.

The Superintendent shall biennially review the drug and alcohol abuse prevention program to determine its effectiveness and support appropriate modifications, as needed.

Education Law Sections 913, 1711(5)(e), and 3020-a
Civil Service Law Section 75
Drug-Free Schools and Communities Act
Amendment of 1989
(Public Law 101-226)
20 United States Code (U.S.C.) Section 3171 et seq.

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (STUDENTS)

The Board of Education recognizes that the misuse of drugs and/or alcohol is a serious problem with legal, physical, emotional and social implications for the entire community. Therefore, the consumption, sharing and/or selling, use and/or possession of alcoholic beverages, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs is prohibited at any school-sponsored event or on school property at all times. The inappropriate use of prescription and over-the-counter drugs shall also be disallowed. Persons shall be banned from entering school grounds or school-sponsored events when exhibiting behavioral, personal or physical characteristics indicative of having used or consumed alcohol or other substances.

Through the collaborative efforts of staff, students, parents/guardians and the community as a whole, a certifiable comprehensive program shall be developed addressing alcohol and other substances to include the following elements:

Primary Prevention

Preventing or delaying alcohol and other substance use/abuse by students shall be the major focus of a comprehensive K-12 program in which proactive measures of prevention and early intervention are emphasized. This program shall include:

- a) A sequential K-12 curriculum that will be developed and incorporated into the total educational process. This curriculum shall be concerned with education and prevention in all areas of alcohol and other substances uses/abuse;
- b) Training school personnel and parents/guardians to reinforce the components of the policy through in-service and community education programs with up-to-date factual information and materials.
- c) An effort to provide positive alternatives to alcohol and other substances use/abuse through the promotion of drug/alcohol-free special events, service projects and extracurricular activities that will develop a positive peer influence.

Intervention

School-based intervention services shall be made available to all students, grades K-12, and provided by prevention professionals who are appropriately trained in this area. The purpose of intervention is to eliminate any existing use/abuse of alcohol and other substances and to identify students considered to be at risk for use/abuse. Intervention programming shall include:

- a) Counseling of students in groups and as individuals on alcohol and other substance use/abuse. Counselors shall be appropriately trained and skilled school staff assigned for this purpose.
- b) Referring students to community or other outside agencies when their use/abuse of alcohol and other substances requires additional counseling or treatment. Referral is a key link in school and community efforts and the process is basic to the dissemination of information regarding available counseling and health services;
- c) Providing a supportive school environment designed to continue the recovery process for students returning from treatment. A re-entry program may include continuing student and/or family counseling and emphasizing positive alternatives to alcohol and other substance use/abuse.
- d) Developing a parent network to serve as a support group and provide a vehicle of communication for parent education;
- e) Ensuring confidentiality as required by state and federal law.

Disciplinary Measures

Disciplinary measures for students consuming, sharing and/or selling, using and/or possessing alcoholic beverages, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs shall be outlined in the District's Code of Conduct.

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (STUDENTS), *continued*

Staff Development

There shall be ongoing training of District staff about the components of an effective alcohol and other substances program. Training shall include, but not be limited to, District policies and regulations and the staff's role in implementing such policies, and regulations. Teachers shall be trained to implement the District's K-12 alcohol and other substance prevention curricula; intervention staff shall be suitably trained to carry out appropriate services.

Implementation, Dissemination and Monitoring

It shall be the responsibility of the Superintendent to implement the alcohol and other substances Board policy by collaboration with school personnel, students, parents/guardians and the community-at-large.

Additionally, copies of Board policy shall be disseminated to District staff, parents/guardians and community members. The Superintendent shall biennially review the drug and alcohol abuse prevention program to determine its effectiveness and support appropriate modifications, as needed.

Drug-Free Schools and Communities Act
Amendment of 1989 (Public Law 101-226)
20 United States Code (U.S.C) Section 3171 et seq.

SUBJECT: CODE OF ETHICS FOR ALL DISTRICT PERSONNEL

NOTE: The following Code of Ethics, adopted in accordance with law applies to all Board members, other officers, and all employees of the District. This policy shall not be construed as limiting a Board Member's right to access or obtain copies of existing district records.

SECTION 1

The Board of Education shall and does by this resolution establish a Code of Ethics applicable to the officers and employees of the West Islip Union Free School District of the Town of Islip, Suffolk County, New York, hereinafter referred to as "The School District". The rules of ethical conduct established by this resolution shall not be in conflict with any general education or public law relating to the conduct of officers and employees of a school district.

SECTION 2 – Definitions

- a) "Officer" means an officer of the School District whether elected or appointed, whether paid or unpaid. "Employee" shall mean any persons directly employed and compensated by the School District.
- b) "Interest" means a pecuniary of material benefits accruing to an officer or employee unless the context otherwise requires. "Interest" shall be deemed to include the affairs of the officer's or employee's spouse, minor children and dependents; a firm, partnership or association in which such officer or employee is an officer, director or employee, and a corporation, any stock of which is owned or controlled directly or indirectly by such officer or employee.

SECTION 3 – Standards of Conduct

Every officer or employee of the School District shall be subject to and abide by the following standards of conduct:

- a) Gifts: He or she shall not directly or indirectly solicit any gift; or accept or receive any gift having a value of \$75 or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances which it could be reasonably inferred that the gift was intended to influence him or could reasonably be expected to influence him in the performance of his official duties, or was intended at a reward for any official act on his part.
- b) Confidential Information: He or she shall not disclose confidential information acquired by him in the course of his official duties or use such information to further his personal interests. He/she shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the School District other than an agreement relating to his employment by the School District.
- c) Representation: He or she shall not receive or enter into any agreement, expressed or implied, outside the scope of his official duties or employment, for compensation for services to be rendered in relation to any matter involving the School District. Compensation is fixed or is to be dependent or contingent upon any action by the School District with respect to such matter.
- d) Disclosure of Interest: To the extent that he knows thereof, a member of the Board of Education and any officer or employee of the School District, whether paid or unpaid, who participates in a discussion or renders an opinion to the Board of Education on matters before it, shall publicly disclose on the official record the nature and extent of any direct or indirect financial or private interest he has in the determination of such matter. All central and building administrators will complete a conflict of interest form annually.

SUBJECT: CODE OF ETHICS FOR ALL DISTRICT PERSONNEL, *continued*

- e) Investment in Conflict with Official Duties: He or she shall not invest or hold any investment, directly or indirectly, in any financial business, commercial or other private transaction with creates a conflict with his official duties.
- f) Private Employment in Conflict with Official Duties: He or she shall not engage in, solicit, negotiate for or promise to accept private employment or render services for private interest when such employment or services creates a conflict with or impairs the proper discharge of his duties.
- g) Personal Use of School District Property: He/she shall not request or permit the use of the School District vehicles, equipment, material or property for personal convenience or profit, except when such articles or services are available to the public generally or are provided as a part of the School District policy for the use of the officer or employee on the conduct of official business.
- h) The District permits letter of reference written by District personnel on District letterhead on behalf of current students for college or job applications. Letters of reference for current or former employees, student teachers, volunteer workers, or others shall not be prepared on District time or on District letterhead unless specifically authorized by the Superintendent of Schools or Assistant Superintendent for Personnel. This provision shall not prohibit individual employees from preparing letters of reference on their own time, or on their own stationary, so long as such letters do not indicate or imply they are being written on behalf of or with the authorization of the District.
- i) Future Employment: He or she shall not, after the termination of services or employment with the West Islip Union Free School District, appear before the West Islip Union Free School District Board of Education in relation to any action, proceeding, or application in which he/she personally participated during the period of his service or employment, or which was under his active consideration unless such appearance is at the request of the Board of Education.
- j) Board members should realize their fiduciary responsibility and should not seek preferential treatment for their children above and beyond the normal scope of parental requests that would arise in ensuring the child's education.
- k) Board members, during their term of office, will not solicit recommendations or letters of reference for themselves from the Superintendent or any School District personnel.
- l) Board Member Requests for Information: The Board of Education, in order to promote efficient utilization of District staff and consultants, shall require any Board member who (i) desires information to be compiled, collated or extracted by District personnel from existing records; (ii) would like District personnel to conduct research projects; or (iii) would like to request information or an opinion from outside consultants to present a request to the Board of Education at a meeting of the Board, or to the President of the Board of Education for presentation to the Board. To the extent any such request relates to matters appropriate for Executive Session, such requests should be made in Executive Session.

SECTION 4 – Claims

Nothing herein shall be deemed a bar or prevent the timely filing by a present or former officer or employee of any claim, account, demand or suit against the School Board on behalf of himself or any member of his family arising out of any personal injuries or property damage or for any lawful benefit authorized or permitted by law.

SUBJECT: CODE OF ETHICS FOR ALL DISTRICT PERSONNEL, *continued*

SECTION 5 – Distribution

The Superintendent of the School District shall cause a copy of this Code of Ethics to be distributed to every officer and employee of the School District within two weeks after the adoption of this resolution. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his office or employment.

SECTION 6 – Penalties

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any provisions of this code may be suspended or removed from office or employment, as the case may be, in the manner provided by law.

SECTION 7 -- Effective Date

This resolution shall take effect immediately.

SECTION 8 – Annual Statement

The District Clerk will be responsible for ensuring that all Board Members sign a statement acknowledging the “Code of Ethics” at the Annual Organizational Meeting.

SECTION 9 - Procurements with Federal Funds

The District complies with the requirements of the federal Uniform Grant Guidance for conflicts of interest and mandatory disclosures for all procurements with federal funds.

No District employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of those parties has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violations of this policy are subject to disciplinary action.

Each employee, board member, or agent of the school system who is engaged in the selection, award, or administration of a contract supported by a federal grant or award and who has a potential conflict of interest must disclose that conflict in writing to the Treasurer. The Treasurer shall disclose in writing any potential conflict of interest to NYSED or other applicable pass-through-entity. The Treasurer shall also disclose in writing to NYSED or other applicable pass-through-entity in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuities potentially effecting any federal award. The Treasurer shall fully address any such violations promptly and notify the Board accordingly.

General Municipal Law, Article 18

INTEROFFICE MEMO

DATE: 6/29/2020
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – BAGELS

Item: Bagels (RFP #502 07/01/20 to 06/30/21)
Publication: Nassau/Suffolk Newsday April 30, 2020
Fund to be Charged: Cafeteria
Bid Opening: May 20, 2020
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 11
Bidding 6

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Bagels in the following dollar amounts:

| | |
|-----------------------|------------|
| Modern Italian Bakery | \$3,882.00 |
|-----------------------|------------|

INTEROFFICE MEMO

DATE: 6/29/20
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, C KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – BREAD

Item: Bread (RFP #480 07/01/20 to 06/30/21)
Publication: Nassau/Suffolk Newsday April 30, 2020
Fund to Be Charged: Cafeteria
Bid Opening: May 20, 2020
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 6
Bidding 1

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Kristine Kearney, Director of Food Services resulting in the award of contracts to provide Bread in the following dollar amounts:

| | |
|-----------------------|------------|
| Modern Italian Bakery | \$8,465.00 |
|-----------------------|------------|

INTEROFFICE MEMO

DATE: 6/29/20
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E.PELLATI, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – COFFEE WITH EQUIPMENT

Item: Coffee with Equipment (RFP #496 7/1/20 to 6/30/21)
Publication: Nassau/Suffolk Newsday April 30, 2020
Fund to be Charged: Cafeteria
Bid Opening: May 20, 2020
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 11
Bidding 9

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Kristine Kearney, Director of Food Services resulting in the award of contracts to provide Coffee with Equipment items in the following dollar amounts:

Canteen Refreshments: \$1,328.92

INTEROFFICE MEMO

DATE: 6/29/20
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E.PELLATI, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – STUDENT BEVERAGES WITH EQUIPMENT

Item: Student Beverages with Equipment
(RFP #495 7/1/20 to 6/30/21)

Publication: Nassau/Suffolk Newsday April 30, 2020

Fund to be Charged: Cafeteria

Bid Opening: May 20, 2020

Place of Opening: South Huntington School District

Number of Companies Bidding: Invited to Bid 11
Bidding 9

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Kristine Kearney, Director of Food Services resulting in the award of contracts to provide Coffee & Hot Beverages with Equipment items in the following dollar amounts:

Liberty Coca Cola Beverages.: \$220.80

INTEROFFICE MEMO

DATE: 6/29/20
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E.PELLATI, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS - STUDENT BEVERAGES WITHOUT EQUIPMENT

Item: Student Beverages without Equipment
(RFP #498 07/01/20 to 06/30/21)

Publication: Nassau/Suffolk Newsday April 30, 2020

Fund to be Charged: Cafeteria

Bid Opening: May 20 2020

Place of Opening: Massapequa UFSD

Number of Companies Bidding: Invited to Bid 11
Bidding 9

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Kristine Kearney, Director of Food Services resulting in the award of contracts to provide Student Beverages without Equipment items in the following dollar amounts:

| | |
|-----------------------------|--------------------|
| Big Geysers: | \$19,436.94 |
| H. Schrier & Co. | \$ 1,404.00 |
| J KINGS | \$ 216.96 |
| Jaybee Distributors | \$19,782.96 |
| Liberty Coca Cola Beverages | \$ 4,800.00 |
| Snapple Distributors, Inc. | \$12,582.18 |
| Total | \$58,223.04 |

INTEROFFICE MEMO

DATE: 6/29/20
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – COMMODITY FOODS DIRECT DIVERSION

Item: Commodity Foods Direct Diversion (RFP #100 07/01/20 to 06/30/21)
Publication: Nassau/Suffolk Newsday December 16, 2019
Fund to be Charged: Cafeteria
Bid Opening: January 10, 2020
Place of Opening: Massapequa UFSD
Number of Companies Bidding: Invited to Bid 50
Bidding 18

RECCOMENDATION:

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

| | |
|---------------------------|--------------|
| H. Schrier | \$ 31,219.70 |
| J KINGS | \$ 20,556.72 |
| Jennie O Turkey Store | \$ 11,370.00 |
| Maid-Rite Specialty Foods | \$ 17,432.00 |
| Michael Foods, Inc. | \$ 13,555.80 |
| Mivila Foods | \$ 13,582.66 |
| Nardone Bros. Baking Co. | \$ 13,263.36 |
| Rich Products Corp. | \$ 15,213.42 |
| | |
| Total | \$136,193.66 |

INTEROFFICE MEMO

DATE: 6/29/20
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E PELLATI, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS - DAIRY

Item: Dairy (RFP #326 07/01/20 to 06/30/21)
Publication: Nassau/Suffolk Newsday April 30, 2020
Fund to be Charged: Cafeteria
Bid Opening: May 20, 2020
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 6
Bidding 6

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Dairy in the following dollar amounts:

| | |
|-------------------|------------|
| Ace Endico | \$ 816.00 |
| H. Schrier & Co. | \$4,199.25 |
| J KINGS | \$1,192.36 |
| Meadow Provisions | \$ 68.85 |
| Mivila Foods | \$ 215.80 |
| | |
| Totsl | \$6,492.26 |

INTEROFFICE MEMO

DATE: 6/29/20
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – FROZEN

Item: Frozen (RFP #492 07/01/20 to 06/30/21)
Publication: Nassau/Suffolk Newsday April 30, 2020
Fund to be Charged: Cafeteria
Bid Opening: May 20, 2020
Place of Opening: Massapequa UFSD
Number of Companies Bidding: Invited to Bid 30
Bidding 5

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Frozen items in the following dollar amounts:

| | |
|------------------|-------------|
| H. Schrier & Co. | \$31,842.20 |
| J KINGS | \$19,234.57 |
| Mivila Foods | \$30,732.50 |
| Total | \$81,809.27 |

INTEROFFICE MEMO

DATE: 6/29/20
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, K. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – GROCERY

Item: Grocery (RFP #487 07/01/20 to 06/30/21)
Publication: Nassau/Suffolk Newsday April 30, 2020
Fund to be Charged: Cafeteria
Bid Opening: May 20, 2020
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 30
Bidding 6

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Grocery items in the following dollar amounts:

| | |
|---------------------|--------------------|
| Ace Endico | \$ 4,279.97 |
| H. Schrier & Co. | \$ 9,032.66 |
| J KINGS | \$ 535.45 |
| Jaybee Distributors | \$ 660.44 |
| Mivila Foods | \$ 8,220.18 |
| RC Foods | \$ 272.76 |
| Total | \$23,001.46 |

INTEROFFICE MEMO

DATE: 6/29/20
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – ICE CREAM WITH EQUIPMENT

Item: Ice Cream With Equipment (RFP # 474 07/01/20 to 06/30/21)
Publication: Nassau/Suffolk Newsday April 30, 2020
Fund to be Charged: Cafeteria
Bid Opening: May 20, 2020
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 13
Bidding 2

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Ice Cream with Equipment in the following dollar amounts:

| | |
|----------------------------|-------------|
| American Classic Ice Cream | \$18,705.00 |
| Total | \$18,705.00 |

INTEROFFICE MEMO

DATE: 6/29/20
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, K. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS - MEAT

Item: Meat (RFP #499 07/01/20 to 06/30/21)
Publication: Nassau/Suffolk Newsday April 30, 2020
Fund to Be Charged: Cafeteria
Bid Opening: May 20, 2020
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 6
Bidding 6

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Meat in the following dollar amount:

| | |
|----------------------------------|-------------|
| H. Schrier & Co. | \$ 1,045.80 |
| Island Wholesale Meats and Foods | \$ 6,654.25 |
| J KINGS | \$ 975.81 |
| Meadow Provisions | \$ 236.50 |
| Mivila Foods | \$ 885.00 |
| Total | \$12,677.36 |

INTEROFFICE MEMO

DATE: 6/29/19
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – PAPER, DISPOSABLES & CLEANING SUPPLIES

Item: Paper (RFP #488 07/01/20 to 06/30/21)
Publication: Nassau/Suffolk Newsday April 30, 2020
Fund to be Charged: Cafeteria
Bid Opening: May 20, 2020
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 12
Bidding 5

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Paper, Disposables and Cleaning Supplies in the following dollar amounts:

| | |
|------------------------------|-------------|
| Appco Paper & Plastics Corp. | \$11,381.79 |
| East Coast Paper | \$ 211.50 |
| H. Schrier & Co. | \$ 7,347.69 |
| J & F Supplies | \$ 570.00 |
| Mivila Foods | \$ 1,441.23 |
| Total | \$20,952.21 |

INTEROFFICE MEMO

DATE: 6/29/20
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – SNACKS - COMPLIANT

Item: Snacks - Compliant (RFP #484 07/01/20 to 06/30/21)
Publication: Nassau/Suffolk Newsday April 30, 2020
Fund to be Charged: Cafeteria
Bid Opening: May 20, 2020
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 11
Bidding 7

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Snacks - Compliant items in the following dollar amounts:

| | |
|----------------------|--------------------|
| Ace Endico | \$10,197.30 |
| Canteen Refreshments | \$15,000.00 |
| H. Schrier & Co. | \$ 624.50 |
| J KINGS | \$ 5,094.40 |
| Jaybee Distributors | \$48,839.42 |
| Mivila Foods | \$ 2,707.75 |
| Total | \$82,463.37 |

INTEROFFICE MEMO

DATE: 6/29/20
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – SNACKS NON-COMPLIANT

Item: Snacks Non-Compliant (RFP # 485 07/01/20 to 06/30/21)
Publication: Nassau/Suffolk Newsday April 30, 2020
Fund to be Charged: Cafeteria
Bid Opening: May 20, 2020
Place Of Opening: South Huntington School District
Number Of Companies Bidding: Invited to Bid 11
Bidding 6

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the award of contracts to provide Snacks Non-Compliant items in the following dollar amounts:

| | |
|---------------------|----------|
| Big Geyser | \$ 70.00 |
| H. Schrier & Co. | \$125.86 |
| J KINGS | \$ 87.34 |
| Jaybee Distributors | \$ 64.27 |
| Mivila Foods | \$253.50 |
| Total | \$600.97 |

INTEROFFICE MEMO

DATE: 6/29/20
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: CONTRACT EXTENSION (1 YEAR) – DISHWASHING/CLEANING SUPPLIES

Item: Dishwashing/Cleaning Supplies (RFP #452 07/01/20 to 06/30/21)

Publication: Nassau/Suffolk Newsday April 24, 2019

Fund to be Charged: Cafeteria

Bid Opening: May 10, 2019

Place of Opening: Massapequa UFSD

Number of Companies Bidding: Invited to Bid 5
Bidding 3

RECCOMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Christine Kearney, Director of Food Services resulting in the extension (1 year) of contracts to provide Dishwashing Supplies in the following dollar amounts:

| | |
|--------|----------|
| Ecolab | \$512.00 |
| Total | \$512.00 |

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2020**, 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 **Developmental Disabilities Institute** (hereinafter the “**CONSULTANT**”), having a principal mailing address of 99 Hollywood Drive, Smithtown, New York 11787.

A. TERM

1. The term of this Agreement shall be from **July 1, 2020** through **June 30, 2021**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the **DISTRICT** is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

1. **CONSULTANT** will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither **CONSULTANT** nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employees’ Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.
4. **CONSULTANT** agrees to defend, indemnify and hold harmless the **DISTRICT**, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit costs, damages and expenses, including attorneys’ fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the **CONSULTANT**, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

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

**Full Day Instruction as per attached Student Information Summaries
(See attached Addendum)**

2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certified to perform the services set forth in this Agreement. Upon special request and on a case-by-case basis, CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certification of any professional providing services to student(s) under this Agreement.
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 based as per amount approved by the Commissioner of Education for the 2020-2021 school year and attached Home and Community Schedule A 2020-2021 rates.

E. INSURANCE

- a. 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).
- b. 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

I.

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.

J. 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.

K. 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.

L. 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.

Developmental Disabilities Institute

West Islip Union Free School District

BY: 
 Executive Director
 John Lessard

BY: _____
 President, Board of Education

Date: 8/14/2020

Date: _____



**Home and Community
Schedule A 2020-2021
Rates**

| Names the Service may be Called | Hourly Rate | Provider Credentials |
|--|--------------------|---|
| Autism Consulting Behavior/Autism consulting Consultant services - Autism Behavior intervention service | \$130 | NYS Certified Special Ed Teacher MA level Behavior Specialist (School Age) |
| Counseling Individual | \$130 | NYS Licensed Psychologist, Social Worker NYS Certified School Psychologist |
| Parent Training/Counseling Parent Training Parent Counseling | \$130 | NYS Licensed Psychologist, Social Worker NYS Certified School Psychologist NYS Certified Special Ed Teacher NYS Licensed Speech Pathologist, OT, PT (School Age) MA level Behavior Specialist (School Age) |
| Program Coordination ABA Coordination Supervision | \$150 | NYS Certified Special Ed Teacher with advanced Training in Applied Behavior Analysis MA level Behavior Specialist (School Age) |
| Occupational Therapy Individual | \$130 | NYS Licensed Occupational Therapist |
| Physical Therapy Individual | \$130 | NYS Licensed Physical Therapist |
| Speech Therapy Speech Services Individual | \$130 | NYS Licensed Speech Pathologist (SLP) |
| Speech Education Teacher Special Education Teacher Services Teacher | \$130 | NYS Certified Special Education Teacher |
| Home Service - Special Instruction by Teacher Home ABA ABA Home Program extended day ASA/Special Educator | \$130 | NYS Certified Special Ed Teacher MA level Behavior Specialist (School Age) |
| Teacher Assistant Home ABA ABA Home Program extended day Home component *Note - provider as discussed at CSE | \$46 | NYS Certified Teaching Assistant |



**Schedule A
2020-2021 Rates
Evaluations**

| Names the Services may be called | Hourly Rate | Provider Credential |
|---|--------------------|--|
| Occupational Therapy | \$250 | NYS Licensed Occupational Therapist |
| Physical Therapy | \$250 | NYS Licensed Physical Therapist |
| Psychological | \$500 | NYS Licensed Psychologist NYS Certified School Psychologist (School Age) |
| Social History | \$250 | NYS Licensed Psychologist NYS Certified School Psychologist (School Age) |
| Speech - Language | \$250 | NYS Licensed Speech Pathologist (SLP) |

INSTRUCTIONAL SERVICES CONTRACT

This Agreement is entered into this 1st day of July 1, 2020 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at Michael & Christine Freyer Building, 100 Sherman Avenue, West Islip, New York, 11795, and the East Moriches Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 9 Adelaide Avenue, East Moriches, New York 11940.

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; and

WHEREAS, the RECEIVING DISTRICT is a public school district within the State of New York authorized to provide educational services to students;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The term of this Agreement shall be from July 1, 2020 through August 31, 2020, inclusive, unless terminated early as provided for in this Agreement. It is understood that neither party is under any obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

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

1. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
2. 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. This indemnity shall survive the termination of this Agreement.

C. SERVICES AND RESPONSIBILITIES:

1. The RECEIVING DISTRICT shall provide to the students listed on the attached “Confidential Schedule A,” incorporated by reference herein and made a part of this Agreement, instruction services and Special Education and Related Services as set forth in each student's Individual Education Plan (IEP), with the exception that the Related Services required in each student's IEP, if any, will be provided by Complete Rehab pursuant to a separate contract to be entered into between Complete Rehab and the SENDING DISTRICT.
 - a. The SENDING DISTRICT shall give written notice to the RECEIVING DISTRICT if the student(s) is to be deleted from the Confidential Schedule A. Such notice shall be given thirty (30) days in advance or as soon as the SENDING DISTRICT becomes aware of the student terminating attendance in the RECEIVING DISTRICT’S program. In the event that a student is deleted during the term of this Agreement, the payment amount owed by the SENDING DISTRICT shall be adjusted accordingly.
2. The services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with State curriculum and standards.
3. The RECEIVING DISTRICT agrees to submit to the SENDING DISTRICT, upon request, progress of the services rendered.
4. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
5. 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.
6. The RECEIVING DISTRICT shall make qualified personnel available to participate in meetings via telephone of the SENDING DISTRICT’S Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.
7. The RECEIVING DISTRICT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act including background checks and fingerprinting of all staff directly providing services to students. If requested, the RECEIVING DISTRICT shall provide the SENDING DISTRICT with the proof of clearance for employment from the New York State Education Department.
8. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to tender full reports concerning the education and

progress of the students to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of the students covered by the terms of this Agreement.

9. 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.
10. In the event that the parent or person in parental relation to the students 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.
11. The SENDING DISTRICT shall promptly notify the RECEIVING DISTRICT of any modifications of the student's IEP.

D. REPRESENTATIONS:

1. 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. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to the students under this Agreement.
2. 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.

E. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for the students receiving services in the amount of the Actual Cost per student based on the services provided by the RECEIVING DISTRICT under the student's current IEP, please see attachment (which is currently estimated at \$6448.00, but is subject to revision in accordance with the services actually rendered). The cost of the Related Services provided by Complete Rehab, including but not limited to OT and PT, if required under the student(s)' IEP will be billed by Complete Rehab directly to the SENDING DISTRICT.
2. THE RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for the students receiving services pursuant to this amount

of such tuition is based upon the RECEIVING SCHOOL DISTRICT'S actual costs to educate such students set forth in the attached schedule, and upon the request of the SENDING DISTRICT, the RECEIVING DISTRICT shall provide verification of the actual cost for such tuition.

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 be responsible for the costs of transporting the students listed in Schedule A to and from the RECEIVING DISTRICT.

F. INSURANCE:

1. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the SENDING DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT, its officers, agents, or employees 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 (\$3,000,000.00).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. There shall be a thirty (30) day written notice to the SENDING DISTRICT in the event of cancellation or non-renewal.
4. Upon execution of this Agreement, the RECEIVING DISTRICT shall supply the SENDING DISTRICT with a Certificate of Insurance which includes the SENDING DISTRICT (and the Board of Education) as additional insured, a copy of the Declaration pages of said policy/policies, and a copy of the Additional Insured Endorsement.

G. TERMINATION:

1. 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.
2. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.

3. In the event the SENDING 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.

H. NOTICES:

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

To Sending District:

Bernadette Burns
Superintendent of Schools
Michael & Christine Freyer Building
100 Sherman Avenue
West Islip, New York, 11795

To Receiving District:

Dr. Charles T. Russo
Superintendent of Schools
East Moriches Union Free School District
9 Adelaide Avenue
East Moriches, New York 11940

I. SUCCESSORS AND ASSIGNS:

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

J. WAIVER OF RIGHTS:

1. 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.

K. SEVERABILITY:

1. 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.

L. GOVERNING LAW:

1. 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

M. ENTIRE AGREEMENT:

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

West Islip UFSD

EAST MORICHES UFSD

By:
President, Board of Education

By:
President, Board of Education

Date _____

Date _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2020**, 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 **Metro Therapy** (hereinafter the “**CONSULTANT**”), having a principal mailing address of P.O. Box 6005, Hauppauge, NY 11788-9005.

A. TERM

1. The term of this Agreement shall be from **July 1, 2020** through **June 30, 2021**, 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 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.

Metro Therapy

West Islip Union Free School District

BY:


Executive Director

BY: _____

President, Board of Education

"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE
FREEDOM OF INFORMATION LAW"

SCHEDULE A – Page 1 of 2
PROPOSED RATES FOR West Islip UFSD
(July 1, 2020-June 30, 2021)

THIS SCHEDULE MUST BE ATTACHED TO ANY CONTRACT AWARDED

Individual Session

| | |
|--|----------------|
| O.T. R., PT, Speech, Counseling (Includes push-ins, pull-outs, consultation and observations) | \$42.50 ½ hour |
| C.O.T.A. (Certified O.T. Assistant) (Includes push-ins, pull-outs, consultation and observations) | \$38.50 ½ hour |

Group Session (up to 5 students)

| | |
|---|----------------|
| O.T. R., PT, Speech, Counseling (Includes push-in and pull-out sessions) | \$63.00 ½ hour |
| C.O.T.A. (Includes push-in and pull-out sessions) | \$56.50 ½ hour |

All services except Resource Room, Vision and Hearing services provided in the home, private or parochial schools will be billed at the rate of \$50.00 per half hour session per child.

OT/PT Screenings \$45.00 per screening

Evaluations

| | |
|--------------------------------------|----------------|
| OT/PT | \$190.00 each |
| Speech | \$275.00 each |
| Neuropsychological | \$3600.00 each |
| Psychological | \$475.00 each |
| A-DOS | \$550.00 each |
| Psychological/Ed | \$775.00 each |
| Social History | \$100.00 each |
| Classroom Observation w/report | \$100.00 each |
| Education by Psychologist | \$375.00 each |
| Education by Spec Educator | \$275.00 each |
| Bilingual OT/PT | \$200.00 each |
| Bilingual Speech | \$375.00 each |
| Bilingual Psychological | \$575.00 each |
| Bilingual Psychological/Ed | \$875.00 each |
| Bilingual Social History | \$175.00 each |
| Bilingual Education by Psychologist | \$475.00 each |
| Bilingual Education by Spec Educator | \$375.00 each |
| Assistive Technology/AAC | \$1800.00 each |
| Vision and Hearing | \$ 300.00 each |
| Central Auditory Processing (CAP) | \$1750.00 each |

Whole Classroom Push-ins OT

\$70.00 ½ hour

Handwriting Groups

\$65.00 per half hour up to 8 children

Behavior Intervention

| | |
|--------------------------------|----------------------------------|
| Consults (BCBA) | \$125.00 per hour in school |
| Consults (non-BCBA) | \$100.00 per hour in school |
| BIS/Family Training (BCBA) | \$130.00 hour individual in home |
| BIS/Family Training (non-BCBA) | \$120.00 hour individual in home |
| FBA/BIP | \$125.00 per hour |
| Autism/PDD Training | \$175.00 per hour |

"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW"

Schedule A – Page 2 of 2

Behavior Intervention (cont'd)

| | |
|---|--------------------|
| Registered Behavior Technician Training (up to 10 participants) * | |
| 40-hour RBT during school hours (certification) | \$4500.00 |
| Each additional participant | \$ 100.00 |
| 40-hour evening after-school hours (certification) | \$6500.00 |
| Each additional participant | \$ 100.00 |
| Competency Test Administration | \$ 125.00 per hour |
| 15-hour RBT during school hours (non-certification) | \$2500.00 |
| Each additional participant | \$ 100.00 |
| On-going RBT Supervision | |
| Individual 1:1 supervision | \$125.00 an hour |
| Group Supervision | \$145.00 an hour |

**additional RBT fees to BACB apply*

Translations

| | |
|--------------|-----------------------|
| Reports | \$35.00 per page |
| Interpreting | \$50.00 per half hour |
| Proctoring | \$50.00 per half hour |

Meetings

| | |
|--------------|-----------------------|
| CSE Meeting | \$50.00 per half hour |
| Team Meeting | \$50.00 per half hour |

Special Rate Schedule

- Resource Room/Consultant Teacher Services will be billed at the rate of \$45.00 per 30 minute individual session per child and \$35.00 per 30 minute session per child if in a group of two, and \$30.00 per child per 30 minute session for a group of 3-5.
- Vision Services - \$63.00 ½ hour
- Teacher of the Deaf Services - \$63.00 ½ hour
- Home Instruction (special education/resource room) - \$100 per hour
(Certified Special Educator providing services directly addressing IEP goals or needs in 504 Plan)
- Teacher's Assistant - \$ 40.00 per hour
- Assistive Technology Consults - \$200.00 per hour

Staff Development (In-services, workshops, consultative meetings)

- \$1,600.00 per day; \$850.00 per ½ day
- \$300.00 per hour - 2 hours or less

Scheduling Consultation – A ½ per session fee will be charged per student, during the first two weeks of the school year until scheduling is completed. Scheduling is meeting the child, meeting the teachers and all staff, and preparing the schedule.

Reports – All progress reports, annual review testing and goals will be inputted in to the School District IEP system at no charge. If Metro Therapy, Inc. is required to input SPAMS, Medicaid Notes or any other report, a charge of \$50.00 per half hour per therapist per month.

NYSAA BOCES Trainings- \$750.00 per day, \$ 400.00 per ½ day

Administrative Staffing Options – available upon request; contact us for additional information.

FOR CONTRACTS WITH RENEWAL CLAUSES (EXTENSIONS) – WE RESERVE THE RIGHT TO INCREASE RATES UPON THE RENEWAL BY 2% OR THE COST OF LIVING ALLOWANCE, WHICHEVER IS LOWER ON THE DATE OF THE RENEWAL.

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

and

Metro Therapy, Inc.

Supplemental Agreement dated this **1st** day of **July, 2020** between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the “District”), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Metro Therapy, Inc.** (the “Contractor”) located at 1363-8 Veterans Memorial Highway, Hauppauge, NY 11795.

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.]*

Data is stored electronically on our secure, proprietary computer system that encrypts information. Paper originals stored on-site are located in units accessible only to designated employees. Archived files are housed in a secure, off-site facility.

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).

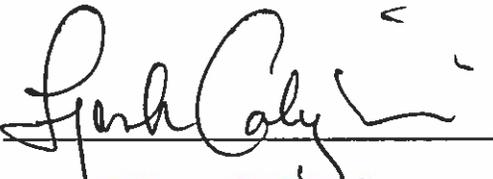
7. Miscellaneous:

- 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.

METRO THERAPY, INC.

WEST ISLIP UFSD

By: 
Print Name: Frank Caliguiri
Title: Director of Pediatrics
Date: 6/23/2020

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

BRENTWOOD UFSD

52 THIRD AVE
 BRENTWOOD, NY 11717

INVOICE

1423

Invoice Date 05/28/2020
 Customer No. 61

| |
|--|
| Customer / Bill To: |
| WEST ISLIP UFSD ADMINISTRATIVE OFFICE, ACCTS PAYABLE 100 SHERMAN AVE WEST ISLIP, NY 11795 |

| |
|--|
| Remit To: |
| BRENTWOOD UFSD 52 THIRD AVE BRENTWOOD, NY 11717 ATTN: ACCOUNTING DEPARTMENT |

| Phone | Fax | E-Mail Address | Terms | Invoice Amount |
|--------------|--------------|----------------|--------------|----------------|
| 631-434-2534 | 631-434-3104 | | UPON RECEIPT | 2,246.56 |

| Items / Services | Cost Basis | Quantity | Unit Price | Amount |
|---|------------|----------|------------|----------|
| HEALTH SERVICES Health and Welfare Services provided to students attending MDQ Academy located in the Brentwood UFSD during the 2019/2020 school year. | EACH | 4.00 | 561.640 | 2,246.56 |

TOTAL: 2,246.56

DETACH HERE AND SEND WITH PAYMENT

WEST ISLIP UFSD
 ADMINISTRATIVE OFFICE, ACCTS PAYABLE
 100 SHERMAN AVE
 WEST ISLIP, NY 11795

Invoice No. 1423
 Invoice Date 05/28/2020
 Customer No. 61
Total Due: \$2,246.56

Payment Terms: UPON RECEIPT

| |
|------------------|
| Amount Enclosed: |
|------------------|

Mail Payments To:

BRENTWOOD UFSD
 52 THIRD AVE
 BRENTWOOD, NY 11717
ATTN: ACCOUNTING DEPARTMENT

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 19th day of March, 2020 by and between the Board of Education of the Brentwood Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 52 Third Avenue, Brentwood, NY 11717 and the Board of Education of the West Islip School District (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

WITNESSETH

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

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in PROVIDER,

WHEREAS, PROVIDER has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

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

1. The term of this Agreement shall be from September 1, 2019 through June 30, 2020, inclusive.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. PROVIDER understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.

11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and information protected by the Family Educational Rights and Privacy Act (FERPA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA, to the extent applicable.
12. 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).
13. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. 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:

SENDER: Attention: Ms. Bernadette Burns, Superintendent of Schools
 WEST ISLIP SCHOOL DISTRICT
 100 Sherman Avenue
 West Islip, New York 11795

PROVIDER: THE BRENTWOOD SCHOOL DISTRICT
 52 Third Avenue
 Brentwood, NY 11717
 Attention: Stacy O'Connor
15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. 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.

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

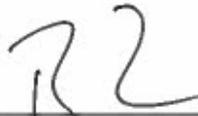
SENDER
West Islip School District

Superintendent of Schools

SENDER
West Islip School District,

PROVIDER
Brentwood Union Free School District,

President, Board of Education



President, Board of Education

WESTBURY UNION FREE SCHOOL DISTRICT
2 Hitchcock Lane
Old Westbury, New York 11568-1624

HEALTH AND WELFARE SERVICES CONTRACT

We, the undersigned Board of Education of West Islip Union Free School District of the Town of Islip, County of Suffolk, hereby contract with the Board of Education, Westbury Union Free School District, towns of Hempstead and North Hempstead, County of Nassau, for the purpose of providing health services for 2 child(ren) residing in our School District and attending non-public schools in Westbury, New York for the school year 2019/2020.

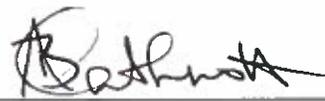
The Board of Education of the Westbury Union Free School District, Towns of Hempstead and North Hempstead, hereby contract to furnish the necessary health and welfare services under the provisions of Section 912, Article 23 of the Education Law for the sum of \$ 1,010.95 per pupil enrolled in the aforementioned schools for the school year 2019/2020. Said services consist of the following:

- Annual medical inspection
- Dental hygiene inspection to same extent as provided for public school pupils
- School nursing service
- Vision and hearing tests
- Examinations for employment certificates
- Notification of parents regarding defects and follow-up
- Instructions for first-aid care for school emergencies
- Diagnostic services performed by school psychologists
- Speech correction services performed by school speech therapists
- Social worker

No teacher services, as such, shall be included under this contract.



Superintendent of Schools
Westbury Union Free School District



District Clerk
Westbury Union Free School District

Date

President, Board of Education

Superintendent of Schools

District Clerk, Board of Education

WESTBURY UNION FREE SCHOOL DISTRICT

2 Hitchcock Lane

Old Westbury, 11568-1624

TEL #(516) 876-5006 - FAX #(516) 876-2351

Invoice #2019/20-44

Date: June 10, 2020

**TO: West Islip Union Free School District
Business Office
100 Sherman Avenue
West Islip, New York 11795**

| Description | Amount |
|--|-------------------|
| Health Services for Two (2) Students @ \$1,010.95 | \$2,021.90 |

Please Make Check Payable to the Above

RESOLUTION OF BOARD OF EDUCATION

WHEREAS, It is the plan of a number of public school districts in Nassau/Suffolk Counties, New York to bid jointly on selected Food Service Commodities, Food and Food Service Supplies for the 2020-21 school year.

WHEREAS, West Islip Union Free School District (WIUFSD), is desirous of participating with other districts in Nassau/Suffolk Counties in the joint bidding of the commodities mentioned above as authorized by General Municipal Law, Section 119-0 and,

WHEREAS, WIUFSD, wishes to appoint a committee to assume the responsibility for drafting of specification, advertising for bids, accepting and opening bids, reporting the results to the boards of education and making recommendations thereon; therefore,

BE IT RESOLVED, that the BOARD OF EDUCATION WIUFSD, hereby appoints Long Island School Nutrition Directors Association Cooperative Bid Committee to represent it in all matters related above, and,

BE IT FURTHER RESOLVED, that WIUFSD's Board of Education authorized the above-mentioned committee to represent it in all matters leading up to the entering into a contract for the purchase of the above-mentioned commodities, and,

BE IT FURTHER RESOLVED, that WIUFSD's Board of Education agrees to assume its equitable share of the costs of the cooperative bidding, and

BE IT FURTHER RESOLVED, that WIUFSD's Board of Education agrees (1) to abide by majority decisions of the participating districts on quality standards; (2) that unless all bids are rejected, it will award contracts according to the recommendations of the committee; (3) that after award of contract(s), it will conduct all negotiations directly with the successful bidder(s).

DATE: _____

AUTHORIZED
SIGNATURE: _____

TITLE: President of the Board of Education

SCHOOL DISTRICT: West Islip Union Free School District

RESOLVED, that the West Islip Union Free School District shall adopt the 2020-2021 Income Eligibility Guidelines for Free and Reduced Price Meals:

**2020-2021 INCOME ELIGIBILITY GUIDELINES
FOR FREE AND REDUCED PRICE MEALS OR FREE MILK**

| Free Eligibility Scale | | | | | | Reduced Price Eligibility Scale | | | | | |
|-----------------------------|-----------|----------|-----------------|-----------------|----------|---------------------------------|-----------|----------|-----------------|-----------------|----------|
| Free Lunch, Breakfast, Milk | | | | | | Reduced Price Lunch, Breakfast | | | | | |
| Household Size | Annual | Monthly | Twice per Month | Every Two Weeks | Weekly | Household Size | Annual | Monthly | Twice per Month | Every Two Weeks | Weekly |
| 1 | \$ 16,588 | \$ 1,383 | \$ 692 | \$ 638 | \$ 319 | 1 | \$ 23,606 | \$ 1,968 | \$ 984 | \$ 908 | \$ 454 |
| 2 | \$ 22,412 | \$ 1,868 | \$ 934 | \$ 862 | \$ 431 | 2 | \$ 31,894 | \$ 2,658 | \$ 1,329 | \$ 1,227 | \$ 614 |
| 3 | \$ 28,236 | \$ 2,353 | \$ 1,177 | \$ 1,086 | \$ 543 | 3 | \$ 40,182 | \$ 3,349 | \$ 1,675 | \$ 1,546 | \$ 773 |
| 4 | \$ 34,060 | \$ 2,839 | \$ 1,420 | \$ 1,310 | \$ 655 | 4 | \$ 48,470 | \$ 4,040 | \$ 2,020 | \$ 1,865 | \$ 933 |
| 5 | \$ 39,884 | \$ 3,324 | \$ 1,662 | \$ 1,534 | \$ 767 | 5 | \$ 56,758 | \$ 4,730 | \$ 2,365 | \$ 2,183 | \$ 1,092 |
| 6 | \$ 45,708 | \$ 3,809 | \$ 1,905 | \$ 1,758 | \$ 879 | 6 | \$ 65,046 | \$ 5,421 | \$ 2,711 | \$ 2,502 | \$ 1,251 |
| 7 | \$ 51,532 | \$ 4,295 | \$ 2,148 | \$ 1,982 | \$ 991 | 7 | \$ 73,334 | \$ 6,112 | \$ 3,056 | \$ 2,821 | \$ 1,411 |
| 8 | \$ 57,356 | \$ 4,780 | \$ 2,390 | \$ 2,206 | \$ 1,103 | 8 | \$ 81,622 | \$ 6,802 | \$ 3,401 | \$ 3,140 | \$ 1,570 |
| Each Add'l person add | \$ 5,824 | \$ 486 | \$ 243 | \$ 224 | \$ 112 | Each Add'l person add | \$ 8,288 | \$ 691 | \$ 346 | \$ 319 | \$ 160 |

SNAP/TANF/FDPIR Households: Households that currently include children who receive the Supplemental Nutrition Assistance Program (SNAP) but who are not found during the Direct Certification Matching Process (DCMP), or households that currently receive Temporary Assistance to Needy Families (TANF), or the Food Distribution Program on Indian Reservations (FDPIR) must complete an application listing the child's name, a valid SNAP, TANF, or FDPIR case number and the signature of an adult household member. Eligibility for free meal benefits based on participation in SNAP, TANF or FDPIR is extended to all children in the household. When known to the School Food Authority, households will be notified of their children's eligibility for free meals based on their participation in the SNAP, TANF or the FDPIR programs. No application is necessary if the household was notified by the SFA their children have been directly certified. If the household is not sure if their children have been directly certified, the household should contact the school.

Other Source Categorical Eligibility: When known to the School Food Authority, households will be notified of any child's eligibility for free meals based on the individual child's designation as Other Source Categorically Eligible, as defined by law. Children are determined Other Source Categorically Eligible if they are Homeless, Migrant, Runaway, A foster child, or Enrolled in Head Start or an eligible pre-kindergarten program.

If children or households receive benefits under Assistance Programs or Other Source Categorical Eligible Programs and are not listed on the notice of eligibility and are not notified by the School Food Authority of their free meal benefits, the parent or guardian should contact the school or should submit an income application.

Other Households: Households with income the same or below the amounts listed above for family size may be eligible for and are urged to apply for free and/or reduced price meals (or free milk). They may do so by completing the application sent home with the letter to parents. One application for all children in the household should be submitted. Additional copies are available in the main office of each school. Applications may be submitted any time during the school year to Christine Kearney, MS, RD, Director of Food Services. Please contact Christine Kearney at 631-930-1510 with any questions regarding the application process.

Households notified of their children's eligibility must contact the School Food Authority if they choose to decline the free meal benefits. Households may apply for benefits at any time throughout the school year. Children of parents or guardians who become unemployed or experience a financial hardship mid-year may become eligible for free and reduced price meals or free milk at any point during the school year.

For up to 30 operating days into the new school year (or until a new eligibility determination is made, whichever comes first) an individual child's free or reduced price eligibility status from the previous year will continue within the same SFA. When the carryover period ends, unless the household is notified that their children are directly certified or the household submits an application that is approved, the children's meals must be claimed at the paid rate. Though encouraged to do so, the SFA is not required to send a reminder or a notice of expired eligibility.

The information provided on the application will be confidential and will be used for determining eligibility. The names and eligibility status of participants may also be used for the allocation of funds to federal education programs such as Title I and National Assessment of Educational Progress (NAEP), State health or State education programs, provided the State agency or local education agency administers the programs, and for federal, State or local means-tested nutrition programs with eligibility standards comparable to the NSLP. Eligibility information may also be released to programs authorized under the National School Lunch Act (NSLA) or the Child Nutrition Act (CNA). The release of information to any program or entity not specifically authorized by the NSLA will require a written consent statement from the parent or guardian.

The School Food Authority does, however, have the right to verify at any time during the school year the information on the application. If a parent does not give the school this information, the child/children will no longer be able to receive free or reduced price meals (free milk).

Foster children are eligible for free meal benefits. A separate application for a foster child is no longer necessary. Foster children may be listed on the application as a member of the family where they reside. Applications must include the foster child's name and personal use income.

Under the provisions of the policy, the designated official will review applications and determine eligibility. If a parent is dissatisfied with the ruling of the designated official, he/she may make a request either orally or in writing for a hearing to appeal the decision. Elisa Pellati, CPA, Assistant Superintendent for Business whose address is West Islip Public Schools, Michael & Christine Freyer Administration Building, 100 Sherman Ave., West Islip, N.Y. 11795 has been designated as the Hearing Official. Hearing procedures are outlined in the policy. However, prior to initiating the hearing procedure, the parent or School Food Authority may request a conference to provide an opportunity for the parent and official to discuss the situation, present information, and obtain an explanation of the data submitted in the application or the decisions rendered. The request for a conference shall not in any way prejudice or diminish the right to a fair hearing.

Only complete applications can be approved. This includes complete and accurate information regarding: the SNAP, TANF, or FDPIR case number; the names of all household members; on an income application, the last four digits of the social security number of the person who signs the form or an indication that the adult does not have one, and the amount and source of income received by each household member. In addition, the parent or guardian must sign the application form, certifying the information is true and correct.

Beginning July 1, 2019, students in New York State that are approved for reduced price meals will receive breakfast and lunch meals at no charge.

Nondiscrimination Statement: This explains what to do if you believe you have been treated unfairly.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

RESOLVED, that the West Islip UFSD shall request an exemption from implementing a school breakfast program in the below listed schools for the 2020-2021 school year. This request is based on documentation indicating a lack of need for such a program on account of previously demonstrated poor average daily participation as well as low participation projections:

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

June, 2020

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this _____ day of _____, 2020 by and between the West Islip Union Free School District (the "District") and Capital Markets Advisors, LLC ("CMA") a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with tax anticipation note, serial bond and bond anticipation note financings (the "Issue") undertaken by the District during the term of this Agreement.

- 1.01 Discuss a plan of financing which will include CMA's analysis and recommendations to the District regarding structuring alternatives, marketing, method of sale, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the District and CMA agree should be included in the plan of financing.
- 1.02 Make presentations to the Board of Education and members of the public, at the Board's request, concerning the debt issuance process, the credit rating process, or related topics.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the District, including but not limited to: official statement, notice of sale and bid sheet, cash flow statement, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Upon the request of the District, CMA will assist the District in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee and financial printer, if appropriate.
- 1.05 Prepare and maintain a financing schedule, cost of issue budget, list of participants and take such other actions requested by the District to efficiently manage each Issue.
- 1.06 Participate in the sale of the debt, confirm net or true interest cost calculation and verify underwriter's compensation.
- 1.07 Assist the District with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.08 Assist with the closing of the Issue and verify receipt of Issue proceeds.
- 1.09 Provide Continuing Disclosure as required by the US Securities & Exchange Commission.

Section 2 Compensation

- 2.01 For CMA's performance of services on behalf of the District as described in Sections 1.01 through 1.09 hereof, CMA's fees will be as follows:
 - For bond issues: a base fee of \$8,200 plus \$0.75 per each \$1,000 of bonds issued;
 - For note issues: \$6,200
 - For Continuing Disclosure: annual fee of \$2,600 inclusive of all required Event Notices.
 - For refunding bond issues: a fee to be negotiated based on the par amount of the issue, the number of series of (i) bonds being refunded and (ii) refunding bonds

Capital Markets Advisors, LLC

Independent Financial Advisors

2.02 The District will pay normal issuance costs such as printing, postage, photocopying, overnight delivery and fees to Bond Counsel, Rating Agency and other associated expenses.

2.03 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice.

Section 3 Term of Agreement

The term of this Agreement shall be for one (1) year from the date hereof.

Section 4 Disclosure

CMA does not assume the responsibilities of the District, or the responsibilities of the other professionals and vendors representing the District, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the District. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the District. Information obtained by the CMA, either through its own efforts or provided by the District, included in the financing documents, or otherwise provided to the District, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the CMA. However, nothing in this paragraph shall relieve CMA from liability due to gross negligence or want of due diligence in the performance of its services.

Section 5 Required Regulatory Disclosure

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information:

(i) CMA is registered as an independent municipal advisor with the MSRB (Registration No. K0489) and the US Securities and Exchange Commission ("SEC") (Registration No. 867-00807); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

MSRB Rule G-42 requires that municipal advisors, including CMA, inform their clients as to any conflicts of interest that may exist that could impact the client. To the best of our knowledge and belief, neither CMA nor any registered associated person has any material undisclosed conflict of interest that would impact CMA's ability to service the District.

Section 6 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement

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has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

Section 7 Governing Law

This Agreement shall be construed in accordance with the laws of the State of New York.

Section 8 Modification

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

Capital Markets Advisors, LLC

West Islip Union Free School District

Richard Tortora

By: _____

Richard R. Tortora
President & Principal

Name: _____

Title: _____



Services Agreement Reinstatement

Name of Employer: West Islip Union Free School District

The Services Agreement for the fiscal year Jul 1, 2019 – Jun 30, 2020 entered into by your organization and U.S. OMNI is hereby reinstated and amended for the fiscal year Jul 1, 2020 - Jun 30, 2021 with the following fee schedule below:

FEE SCHEDULE FOR 2020-2021 YEAR

Billing Type: Preferred Provider Program (P3) - Limited

| <u>Description</u> | <u>No. of Accounts</u> | <u>Rate</u> | <u>Annual Amount</u> |
|--|------------------------|-------------|----------------------|
| <u>P3 Administrative Fee</u> | | \$ 1,500.00 | \$ 1,500.00 |
| <u>Non-P3 Service Provider 403(b)*</u> | 19 | \$ 36.00 | \$ 684.00 |
| <u>457(b) Accounts</u> | 1 | \$ 0.00 | Included |
| <u>Vanguard Accounts**</u> | 11 | \$ 36.00 | \$ 396.00 |
| <u>Total 2020-2021</u> | | | \$ 2,580.00 |

*Includes 403(b) ROTH Accounts if allowed

**If Vanguard is a participating service provider in Employer's plan, Employer reinstates one of the following alternatives: 1. Vanguard is ineligible for new accounts and Employer shall be responsible for applicable TPA fees; 2. Vanguard is eligible for new accounts and Employer shall be responsible for applicable TPA fees; 3. Vanguard is eligible for new accounts and Employer directs Vanguard to pay applicable TPA fees by charging an equal fixed dollar amount to each plan participant.

EMPLOYER:

OMNI FINANCIAL GROUP, INC. d/b/a U.S.

OMNI

By: _____

Name: 

Title: _____

By: Robert F. McLean, President

Date: _____

Date: May 24, 2020

PLEASE RETURN A SIGNED COPY BY JULY 1, 2020

NY-214

**West Islip Union Free School District
Professional Service Agreement
In-Car Driver Education Instructions with Vehicles**

Service agreement dated July 1, 2020 by and between the West Islip UFSD located at 100 Sherman Avenue West Islip, N.Y. and Suffolk Auto Driving School, Inc., located at 30 Vernon Valley Road, East Northport, N.Y.

Description of Service:

- A. **LOCATION:** Contractor will provide cars on the campus of West Islip High School in the West Islip School district.
- B. **HOURS:**
1. Each student will receive 6 hours behind-the-wheel training.
 2. Each student will receive 18 hours of in-car observation.
 3. September – June Session – One and one-half (1 1/2) hours of make-up time will be provided each week. The make-up time will be determined at the start of the Fall/Spring session.
- C. **CURRICULUM:**
1. Follow prescribed curriculum as outlined by the New York State Education Department - Safety Education Unit with a focus on defensive driving techniques and emergency procedures.
 2. In-car program to be conducted in conjunction with the lecture phase to provide smooth articulation between the two phases of the program.
- D. **SCHEDULING:** Instruction will take place on Monday through Thursday from 7:30 AM-1:30 PM in July. From September through June instruction will take place from 2:15PM-5:15 PM on Monday through Friday, on Saturdays and Sundays 7:30AM-1:30 PM.
- E. **VEHICLES AND STAFFING:**
1. Vehicles will accommodate four students and must be full-sized, four-door, dual controlled, with bucket or split bench front seats, and safety equipped in accordance with the Department of Motor Vehicles regulations. All New York State requirements for a driver education car must be met.
 2. All vehicles must be approved in accordance with regulations of New York State Motor Vehicles Bureau and properly state inspected. They must be maintained with a detailed record of service and be equipped with "Student Driver" signs. These signs must be approved by WEST ISLIP UFSD or its designee prior to being put into service. It is the *vendor's* responsibility to supply and pay for gas for these vehicles.
 3. All staff will be appropriately licensed in accordance with the New York State Department of Motor Vehicles regulations. They will be required to dress professionally and to observe appropriate demeanor when on duty with students. No smoking is permitted at any time in the cars (or on the school grounds) by either students or teachers.
 4. Substitute cars to replace a disabled vehicle must be available on 30 minutes' notice.
 5. Contractor will provide 4 vehicles for this program and will accommodate up to 96 students per semester. Summer semester contractor will provide 3 vehicles and will accommodate up to 48 students.

6. Prior to employment *all instructors will be required to submit resumes, and references, both personal and professional, to WEST ISLIP UFSD. No instructor, including substitute instructors, is to be assigned for student driving instruction without prior approval of WEST ISLIP UFSD.*
7. **WEST ISLIP UFSD reserves the right to interview all instructors assigned to the District by the contractor. WEST ISLIP UFSD reserves the right to reject any instructor without giving reason for doing so. Applicants for employment will be required to provide (Copies needed for each with bid submission):**
 - Three (3) verifiable references
 - New York State Driver's License
 - MV524 Driving School Instructor Certificate
 - New York State Education Department Fingerprint Clearance for Employment
 - Thirty (30) hour Driving Instructor Course verification
8. WEST ISLIP UFSD may, in its sole discretion at any time, require the dismissal of any instructor from service.
9. The contractor will submit to WEST ISLIP UFSD a dress code for instructors. WEST ISLIP UFSD reserves the right to approve this dress code.
10. **Contractor will submit, with his bid, a copy of his current New York State Department of Motor Vehicles Driving School License (MV-147 Certificate)**

F. INSURANCE REQUIREMENTS:

Upon Award Contractor shall provide evidence of the following insurance:

1. Worker's Compensation and NYS Disability:
Coverage Statutory
2. Commercial General Liability:
Occurrence form- \$1,000,000. Per occurrence/\$2,000,000. aggregate.
Hold Harmless- The contractor agrees to indemnify, release and hold harmless WEST ISLIP UFSD, its agents and employees, from all claims of loss or damage to person or property arising within the course of the contractor's contract for duties.
Unacceptable exclusion: child molestation/sexual abuse; policy must include a positive endorsement providing coverage for Sexual Abuse and Molestation
Additional insured: West Islip Union Free School District, Board of Education, all elected and appointed officials, Employees and volunteers using form Additional Insured form CG2010(b) or its equivalent.
3. Automotive Insurance:
Liability limit- \$1,000,000. Combined single limit
Additional insured: West Islip Union Free School District, Board of Education, all elected and appointed officials, Employees and volunteers using form Additional Insured form.

Note:

- Insurance shall be provided by an insurance company licensed as an admitted carrier by the State Insurance Department. The insurance shall be AM Best "A" rated as well
- Insurance coverage shall be evidenced by a Certificate of Insurance submitted in a form acceptable to the West Islip UFSD
- The interest of the West Islip UFSD, as an additional insured with no responsibility for payment of premium, shall be added to all policies other than Worker's Compensation.

- In addition to the Additional Insured language on the Insurance Certificate, Contractor shall provide a copy of the Additional Insured Endorsement Page.
- Coverage shall be obtained prior to the start of service, and maintained throughout the life of the contract. **Successful Contractor must submit all insurance certificates within ten (10) business days from award notification.**

G. RECORD KEEPING:

1. Contractor shall maintain a record of attendance for each assigned student.
2. The contracted instructor shall maintain a record of evaluation of each student for each scheduled driving session.
3. The contractor shall provide a final examination (summary report) of each student *within one (1) week after the end of the semester*. It is also expected that the certified instructor will inform WEST ISLIP UFSD or its designee of any student who is experiencing difficulty in meeting the requirements of driving.
4. At the close of each instruction term, the Contractor shall submit *within one (1) week* to WEST ISLIP UFSD all attendance and evaluation reports, along with a numerical grade, and other records that are maintained for each student to WEST ISLIP UFSD.

H. LEGAL STUDENT ABSENCE:

1. Student absenteeism may result in failure to complete the program. Attendance records must be carefully maintained and submitted on a timely basis. Directions regarding attendance keeping will be given to each instructor by the WEST ISLIP UFSD.
2. Make-Up Session (Sept – June) - Students may be permitted to make up their absence(s). The District will leave one open position to be determined at the start of the Fall/Spring session each week to accommodate for any student who may have an absence(s) to make up.

I. INCLEMENT WEATHER

1. The contractor in conjunction with West Islip Coordinator, will make decision regarding cancellation of classes. (1 Hr. prior to the start of 1st class). ***Communication between contractor and the West Islip Coordinator is of vital importance.***
2. On weekends the contractor in conjunction with the West Islip Coordinator will make decision regarding cancellation of classes. West Islip Coordinator will contact all students via phone/text with their decision. ***Communication between contractor and the West Islip Coordinator is of vital importance.***

J. CLASS CANCELLATION BY DRIVING SCHOOL

1. If the contractor misses or cancels a class (for all other reasons besides inclement weather) Suffolk Auto Driving School must make up the class (makeup time and date to be agreed upon by the contractor and the West Islip UFSD Driver Education Coordinator)

This contract shall be void if the New York State Education Department does not grant approval to WEST ISLIP UFSD's application for a Driver Education Program. WEST ISLIP UFSD will notify Contractor as soon as possible of the status of said application.

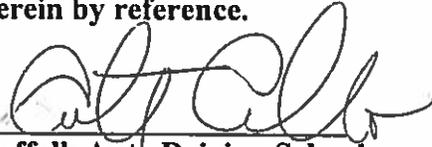
Cost of Maintenance Service: The price per student/semester (96 students Fall/Spring, 48 students Summer) for period July 2020 – June 2021 is \$294.95 . A printed invoice must be sent to Attn: Accounts Payable @ West Islip Business Office, 100 Sherman Avenue, West Islip, NY 11795

Period of Contract: The term of this agreement shall be one year beginning on July 1, 2020 and ending on June 30, 2021. If contract is extended after June 2020, the contract price may be increased by CPI and/or fuel costs, provided the price increase is agreed to by the Board of Education. The vendor agrees that the Board of Education may terminate this agreement.

The District, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of the District. If this contract is so terminated, the District shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of the termination.

In the event there is a failure to deliver as ordered, or within the time specified, or a failure to provide any of the provisions of the contract, and Suffolk Auto Driving School, Inc. does not cure such failure within the ten (10) day period, the District reserves the right to terminate said contract for default, and in order to protect the continuity of the operations, the required services may be procured from the apparent responsible second low bidder or other sources. In the event the default action is carried out, Suffolk Auto Driving School, Inc. agrees to reimburse the District promptly for excess costs occasioned by such expenditures from revenue owed to the Suffolk Auto Driving School, Inc.

The Legal Notice, Bid Specifications, Bid Form, Appendices, Forms and Bid Proposal Certifications are hereby made part of this Agreement and incorporated herein by reference.


Suffolk Auto Driving School

June 17, 2020
Date

West Islip UFSD

Date

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2020 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795 and Smartweb, Inc. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at West Islip, New York.

A. TERM

The term of this Agreement shall be from July 1, 2020 through June 30, 2021 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the "Scope of Requested Services" as set forth in the District's Request for Proposal ("RFP") Computer, Network, and Information Technology Management Services, dated 2/12/09; which document and CONSULTANT's response shall be incorporated herein and made a part of this Agreement.
2. The CONSULTANT shall provide the services set forth in this Agreement.
3. 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 Education Department.
4. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT 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.
5. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
6. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
7. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this

8. 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).
9. Insurance - See RFP

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT One Hundred Sixty Seven Thousand, Nine Hundred and Eighty Seven and XX/100 (\$167,987.00) Dollars for the term of the Agreement.
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. The DISTRICT shall give the CONSULTANT 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.
4. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the 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 CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to the DISTRICT.

- c. 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.

2. Independent Contractor:

- a. 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.
- b. 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 Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

- 3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

4. Defense / Indemnification

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

- 5. 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: Mrs. Bernadette M. Burns
 Superintendent of Schools
 West Islip UFSD
 Administration Building
 100 Sherman Avenue
 West Islip, NY 11795

To Consultant: Mr. Amit Pathak
 Smartweb, Inc.
 10 Franklin Avenue
 #403
 Long Beach, NY 11561

6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. 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.
8. 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.
9. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
10. 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.
11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. 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.

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

CONSULTANT
Smartweb, Inc.



By: Amit Pathak

Date: 6/29/20

DISTRICT
WEST ISLIP UNION FREE
SCHOOL DISTRICT

By: Steven D. Gellar
President, Board of Education

Date: _____