

# AGENDA



## BOARD OF EDUCATION

October 8, 2020

Beach Street Middle School  
17 Beach Street

*Due to Governor Cuomo's Executive Order, gatherings are limited to no more than fifty (50) people in regions that have reached Phase Four of reopening, so long as appropriate social distancing and face covering requirements are followed. Attendance at this meeting is on a first-come, first-serve basis and will be by reservation only. Submit reservation requests via email to [wi.districtclerk@wi.k12.ny.us](mailto:wi.districtclerk@wi.k12.ny.us) Meeting location is subject to change pending any Executive Orders related to the COVID-19 pandemic.*

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

**A G E N D A**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**October 8, 2020**

*Beach Street Middle School*

*West Islip, New York*

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and address required}. Due to restrictions on in-person attendance, residents are encouraged to submit their questions prior to the meeting at [wi.officesuperintendent@wi.k12.ny.us](mailto:wi.officesuperintendent@wi.k12.ny.us) or [boe@wi.k12.ny.us](mailto:boe@wi.k12.ny.us). This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the September 22, 2020 Planning Session.
- VI. **RECOGNITION**
  - A) School Board Recognition Week ~ *West Islip Board of Education*
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
- IX. **REPORT OF BOARD COMMITTEES**
  - A) Education Committee {10/6/2020}
  - B) Audit Committee {10/6/2020}
  - C) Finance Committee {10/6/2020}
  - D) Buildings and Grounds Committee {10/6/2020}
  - E) Special Education Committee {10/7/2020}
  - F) Health and Wellness Committee {9/22/2020}
- X. **FINANCIAL MATTERS**
  - A) Treasurer's Report
- XI. **BUSINESS ITEMS**
  - A) Approval of Budget Transfers
  - B) Approval of Contracts 2020-2021
    1. Kings Park CSD Special Education Contract
    2. Nassau Suffolk Services for Autism – The Martin C. Barell School Consultant Services Contract
    3. South Huntington UFSD Special Education Contract
    4. Woods Services, Inc. Special Education Contract
  - C) Approval of Surplus
    1. Miscellaneous IT equipment
- XII. **PRESIDENT'S REPORT**
  - A) Approval of 2020-2021 Building Emergency Response Plans
  - B) Approval of resolution re: Local Government Records {LGS-01}
  - C) Approval of Stipulation of Settlement: Student A
  - D) Approval of South Shore Children's Center Amendment No. 1 to the Lease Agreement
- XIII. **SUPERINTENDENT'S REPORT**
- XIV. **NOTICES/REMINDERS**
- XV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

- XVI. **INVITATION TO PUBLIC** – *The public, at this time, is invited to bring before the Board any questions/ concerns. Community members will be recognized from the signature cards {name and address required}. Due to restrictions on in-person attendance, residents are encouraged to submit their questions prior to the meeting at [wi.officeofsuperintendent@wi.k12.ny.us](mailto:wi.officeofsuperintendent@wi.k12.ny.us) or [boe@wi.k12.ny.us](mailto:boe@wi.k12.ny.us). This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- XVII. **EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session in the District Office Board Room to consider any items for which a vote is required.*
- XVIII. **CLOSING** - Adjournment

PLANNING SESSION  
MEETING OF THE BOARD OF EDUCATION  
September 22, 2020 – Beach Street Library-Media Center

PRESENT: Mr. Gellar, Mr. McCann, Mr. Antonello, Mr. Compitello, Mr. Maginniss,  
Mr. Tussie

ABSENT: Mrs. LaRosa (attended executive session only via zoom)

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

ABSENT: None

ATTORNEY: None

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Meeting was called to order at 7:30 p.m.

APPROVAL OF MINUTES

Motion was made by Peter McCann, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve the minutes of the September 10, 2020 Regular Meeting.

PERSONNEL

Motion was made by Peter McCann, seconded by, Anthony Tussie and carried when all Board members present voted in favor to approve TEACHING: LEAVE OF ABSENCE (unpaid): (Pursuant to the Family Medical Leave Act of 1993 - 12-week continuous medical coverage): Kimberly Kennedy, Elementary effective September 16, 2020 - September 30, 2020 (Bayview).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: \*Maria Corso, Cafeteria Aide, effective October 7, 2020 (Udall; Step 1; replacing M. Castillo {resigned}).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Linda Hughes, Cafeteria Aide Leave Replacement, effective September 23, 2020 – June 25, 2021 (High School; Step 1; replacing T. Macario {leave}).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: \*Thomas Lommel, Maintenance Mechanic III, effective October 6, 2020 (Maintenance; Step 1; replacing D. Fitzgerald {resigned}).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Lee-Ann Puccia, School Nurse, effective September 23, 2020 (High School; Step 1; replacing A. Harris {retired}).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: \*Jacqueline Weber, Special Education Aide, effective October 7, 2020 (High School; replacing D. DiCristo {retired}).

\*Conditional pending fingerprinting clearance

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Danielle Brites, Special Education Aide, effective September 23, 2020 (Udall; Step 4; change from Cafeteria Aide).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PART TIME ACCOUNTANT (\$238.73 per diem): Maria McCarthy, effective October 5, 2020.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE TEACHER AIDE (\$18.19/hr.): \*Richard Westcott, effective October 1, 2020.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem): Scott Stiene, effective September 23, 2020.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: PREFERRED SUBSTITUTE: Daniel Gschwind, effective September 23, 2020 (High School; \$166.80/day; replacing K. Fleischman {resigned}).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: PREFERRED SUBSTITUTE: Tim Natsch, effective September 23, 2020 (High School; \$166.80/day; replacing S. Acierno {resigned}).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: SMALL GROUP INSTRUCTION TEACHER: Jake Myerson, effective September 23, 2020, (Remote; (\$83.26/hour).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: MENTOR PROGRAM 2020-2021 (\$1,020 Stipend): Karen Desz (Gina Castaldo, Elementary {Grade 4}); Christine Maniscalco (Lisa Cosgrove, Library Media); Katie Finn (Kaitlyn Crowley, Speech); Anne Davis (Cara Doublas, Elementary {Grade 5}); Marissa Anselmo (Denise Lamattina, Library Media); Rebecca Silva (Allison Murray, Psychologist); Kerri Ierardi (Louis Riley, Elementary {Grade 1}); Ryan Vollmuth (Kerry Rivera, Social Worker); Evelyn Hanlon (Katherine Schweitzer, Counselor); John Guerriero (Michael McCabe, Psychologist).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: SAT 2020: Tara Annunziata, Exam Proctor; Brent Baynon, Exam Proctor; Lisa Baynon, Exam Proctor; Marijo Calderone, Exam Proctor; Danielle Dischley, Exam Proctor; John Kennedy, Exam Proctor; Kevin Kazda, Exam Proctor; Elizabeth Kelly, Exam Proctor; Karina McCormack, Exam Proctor; Allison Murray, Exam Proctor; Theresa Robertson, Exam Proctor; Danielle Rufrano, Exam Proctor; Richard Santeramo, Exam Proctor; Linda Schmid, Exam Proctor; Amy Schroeder, Exam Proctor; Jacquie Weber, Exam Proctor.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: FALL 2020 HIGH SCHOOL COACHES: GIRLS SOCCER: Kylie Walsh, Volunteer High School Varsity Coach.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve 2020-2021 contract: ACLD Kramer Learning Center Consultant Services.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve 2020-2021 contract: East Moriches UFSD Instructional Services {revised/previously approved at 9/10/2020 meeting}.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2020-2021 contract: Nassau Neuropsychological Services Consultant Services.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution: Tax Levy 2020-2021.

RESOLUTION: 2020-2021 TAX LEVY

WHEREAS, the estimated expenditures for the West Islip Union Free School District, for the school year 2020-2021 in the amount of \$124,406,746 proposed in accordance with Section 1716 of the Education Law, were approved by the voters of the District on June 16, 2020, and,

WHEREAS, the estimated expenditures for the West Islip Public Library, for the fiscal year 2020-2021 in the amount of \$4,129,414, proposed in accordance with Section 259 of the Education Law, were approved by the voters of the District on September 15, 2020 for a total approved budget of \$128,536,160 therefore,

BE IT RESOLVED, that the 2020-2021 tax levy in the amount of \$87,223,610 for the West Islip Union Free School District and \$4,036,414 for the West Islip Public Library, for a combined tax levy of \$91,260,024 be approved and levied upon the real property of the District.

(The tax levy of \$87,223,610 for the School District plus \$37,183,136 other income as estimated on July 1, 2020, including State Aid, \$1,300,000 Appropriated from Reserves and \$1,000,000 of Appropriated Fund Balance equals a budget of \$124,406,746. The tax levy of \$4,036,414 for the Public Library plus \$93,000 other income as estimated on July 1, 2020 equals a budget of \$4,129,414).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to adjourn to Executive Session at 7:50 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:30 p.m. on motion by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor.

Meeting adjourned at 9:30 p.m. on motion by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock  
District Clerk

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

**PERSONNEL:**

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

**TEACHERS**

**T-1**            **LEAVE OF ABSENCE (AMENDED)** (unpaid)  
(Pursuant to the Family Medical Leave Act of 1993-  
12-week continuous medical coverage)  
  
Kimberly Kennedy, Elementary  
Effective September 16, 2020 – October 8, 2020  
(Bayview; change end date from September 30, 2020)

**T-2**            **LEAVE OF ABSENCE** (paid)  
(Pursuant to FEPSLA)  
  
Lisa Cosgrove, Library Media  
Effective September 24, 2020  
(Beach Street)

**CIVIL SERVICE**

**CL-1**            **PROBATIONARY APPOINTMENT**

Olga Alma-Cruz, Part Time Food Service Worker  
Effective October 9, 2020  
(Oquenock; \$15.13/hr; replacing K. Culkin {paraprofessional})  
  
\*Tyler Bell, Special Education Aide  
Effective October 13, 2020  
(Paul J. Bellew; Step 1; new position)  
  
Marianne Denner, Office Applications Specialist  
Effective November 9, 2020  
(District Office; Step 1; replacing L. Skinner {retired})  
  
\*Jennifer Garofalo, Part Time Food Service Worker  
Effective October 13, 2020  
(Beach Street; \$15.13/hr; replacing L. Youngelman {paraprofessional})

**CL-2**            **LEAVE OF ABSENCE** (paid)  
(pursuant to FEPSLA)

Patricia Denninger, Administrative Assistant  
September 22, 2020  
(District Office)

**CL-3**            **RESIGNATION**

Wendy Khokhar, Health Office Aide  
Effective October 8, 2020  
(Udall)

CIVIL SERVICE, continued

CL-4        RETIREMENT

Patricia Ford, Security/Receptionist Paraprofessional  
Effective October 5, 2020  
(20 years)

CL-5        SUBSTITUTE CUSTODIAN (\$14.00/hr)

William Butler, effective October 9, 2020  
Thomas Hohsfield, effective October 9, 2020  
Mark Roslewicz, effective October 9, 2020

CL-6        SUBSTITUTE FOOD SERVICE WORKER (\$14.00/hr)

Alan Gilmore, effective October 9, 2020  
\*Elizabeth Jardeleza, effective October 9, 2020

CL-7        SUBSTITUTE NURSE (\$130 per diem)

Anna Harris, effective October 9, 2020

CL-8        SUBSTITUTE PARAPROFESSIONAL (\$14.00/hr)

Wendy Khokhar, effective October 9, 2020

OTHER

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Ryan DeLuca, effective October 2, 2020  
Ryan McCormick, effective October 19, 2020

SUBSTITUTE TEACHER (\$130 per diem)

\*Casey Bauer, effective October 5, 2020  
Trevor Bernard, effective September 29, 2020  
Ryan Licht, effective October 1, 2020  
Ryan McCormick, effective September 25, 2020

SAT 2020 (\$78 per diem)

Dina Barone, Exam Proctor  
Tracy Clark, Exam Proctor  
Donna Devlin, Exam Proctor  
Kelly Weisenseel, Exam Proctor

*\*Conditional pending fingerprinting clearance*



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

This Agreement is entered into this 1<sup>st</sup> day of September 1, 2020 by and between the Board of Education of the **KINGS PARK School District** (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 180 Lawrence Road, Kings Park, New York 11754, and the Board of Education of the **WEST ISLIP School District** (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

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

B. SERVICES AND RESPONSIBILITIES:

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

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

2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.

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

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

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

C. COMPENSATION:

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

D. MISCELLANEOUS

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

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

2. Defense / Indemnification

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

To Sending District:           Dr. Danielle Colby-Rooney  
  Administrator for Pupil Personnel  
  Kings Park CSD  
  180 Lawrence Road  
  Kings Park, NY 11754


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

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

5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SENDING DISTRICT

RECEIVING DISTRICT

  
By: 9/15/2020  
President, Board of Education  
Kings Park CSD

\_\_\_\_\_  
By:  
President, Board of Education  
West Islip UFSD

## 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 **Nassau Suffolk Services for Autism – The Martin C. Barell School** (hereinafter the "CONSULTANT"), having a principal mailing address of 80 Hauppauge Road, Commack, New York 11725.

### 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 Addendum**

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

### D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation as per the amounts approved by the Commissioner of Education for the 2020-2021 school year.

### E. INSURANCE

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for

liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

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

#### F. TERMINATION

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

#### G. SUCCESSORS AND ASSIGNS

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

#### H. WAIVER OF RIGHTS

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

#### I. SEVERABILITY

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions

of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

J. GOVERNING LAW


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

K. ENTIRE AGREEMENT

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

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

Nassau Suffolk Services for Autism  
*Nassau Suffolk Services for the Autistic, Inc* West Islip Union Free School District

BY:   
Executive Director  
*Nicole Weidenbaum*

BY: \_\_\_\_\_  
President, Board of Education

*Date: 9/14/00*

## AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of July, 2020 by and between the West Islip Union Free School District School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Ave. West Islip, NY 11795 and the South Huntington Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, New York 11746.

### WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

- A. **TERM:** The term of this Agreement shall be from July 1, 2020 through June 30, 2021 inclusive, unless terminated earlier as provided for in this Agreement.
  
- B. **SERVICES AND RESPONSIBILITIES:**
  1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP. If an IEP for any of the students covered by this Agreement was developed by the DISTRICT OF RESIDENCE, and the DISTRICT OF RESIDENCE obtains written parental consent, the DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of the DISTRICT OF LOCATION. The DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by the DISTRICT OF LOCATION's own Committee on Special Education.
    - a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
  
  2. The services provided by the DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.

3. The DISTRICT OF LOCATION shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
4. Both parties to this Agreement shall comply with the provisions of the New York State Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. If requested, each District shall provide the other with the proof of clearance for employment from the New York State Education Department.
5. The DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The DISTRICT OF LOCATION represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
6. Upon execution of this Agreement, the DISTRICT OF LOCATION shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the DISTRICT OF LOCATION shall immediately notify the DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
7. The DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).
8. The DISTRICT OF LOCATION agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material shall be furnished at such times as are required by the State. The DISTRICT OF LOCATION agrees to provide the State access to all relevant records which the State requires to determine either DISTRICT OF LOCATION's or DISTRICT OF RESIDENCE's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of this Agreement or the performance of obligations under this Agreement. The DISTRICT OF LOCATION agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provision or section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
9. The DISTRICT OF LOCATION agrees to furnish written reports of each pupil's educational progress to DISTRICT OF RESIDENCE. DISTRICT OF LOCATION will render such reports to DISTRICT OF RESIDENCE at any time that such reports are

made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the DISTRICT OF RESIDENCE. At a minimum, all reports shall be furnished at the end of each semester, i.e. January 31st and June 30th. Any and all reports shall be furnished upon termination of this Agreement. The DISTRICT OF LOCATION shall provide such additional information concerning the pupil's progress as may be required by the DISTRICT OF RESIDENCE.

10. The DISTRICT OF LOCATION shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by the DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
11. Upon reasonable prior written notice, the DISTRICT OF LOCATION shall be subject to visitation by the DISTRICT OF RESIDENCE and/or its designated representatives during the normal business hours of the DISTRICT OF LOCATION.
12. The DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
13. The DISTRICT OF LOCATION shall maintain monthly attendance records which shall be submitted to DISTRICT OF RESIDENCE at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
14. The DISTRICT OF RESIDENCE shall request and do its best to obtain written consent from parents or guardians of each student covered by this Agreement to the release of personally identifiable information concerning the child from the DISTRICT OF RESIDENCE to the DISTRICT OF LOCATION.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the DISTRICT OF LOCATION shall promptly give written notice of same to the DISTRICT OF RESIDENCE.
16. The DISTRICT OF LOCATION agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
17. The DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.
18. The DISTRICT OF LOCATION will provide transportation from the nonpublic school to a school in the DISTRICT OF LOCATION and from the DISTRICT OF

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

C. COMPENSATION:

1. The DISTRICT OF LOCATION shall be entitled to recover from the DISTRICT OF RESIDENCE 100% of the actual cost of services that may be charged for each student receiving services pursuant to this Agreement in accordance with the Education Law and the Regulations of the Commissioner of Education, hereinafter referred to as the "Actual Cost of Services."

"Actual Cost of Services" shall mean costs of services, costs of evaluation, and costs of committee on special education administration. However, the Actual Cost of Services shall not exceed the actual cost to the DISTRICT OF LOCATION of providing such services, after deducting any costs paid with federal or state funds.

The DISTRICT OF LOCATION may only recover the Actual Cost of Services directly from the DISTRICT OF RESIDENCE if DISTRICT OF RESIDENCE has obtained parental written consent to the release of personally identifiable information concerning the child to the DISTRICT OF LOCATION. If parental consent to release of such information is not obtained, THE DISTRICT OF LOCATION shall submit a claim for the costs of said services to the Commissioner of Education.

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

The DISTRICT OF LOCATION shall utilize its best efforts to accurately calculate the Actual Cost of Services, and such calculations will be consistent with the maximum costs that may be authorized by the Education Law and the Regulations of the Commissioner of Education to be charged.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by the DISTRICT OF RESIDENCE, except as set forth in paragraph C(1) of this Agreement.

D. INDEMNIFICATION:

1. The DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless the DISTRICT OF RESIDENCE, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT OF LOCATION, 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.
2. The DISTRICT OF RESIDENCE agrees to defend, indemnify and hold harmless the DISTRICT OF LOCATION, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT OF RESIDENCE, 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.

E. CONFIDENTIALITY:

1. DISTRICT OF LOCATION, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF LOCATION, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. DISTRICT OF LOCATION further agrees that any information received by DISTRICT OF LOCATION, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF RESIDENCE, its employees, agents, clients, and/or students will be treated by DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
2. DISTRICT OF RESIDENCE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF RESIDENCE, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. DISTRICT OF RESIDENCE further agrees that any information received by DISTRICT OF RESIDENCE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF LOCATION, its employees, agents, clients, and/or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.



3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
4. Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

F. REPRESENTATIONS:

1. All employees of DISTRICT OF LOCATION shall be deemed employees of DISTRICT OF LOCATION for all purposes and DISTRICT OF LOCATION alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF LOCATION acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF RESIDENCE. DISTRICT OF LOCATION shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, the DISTRICT OF LOCATION will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. The DISTRICT OF RESIDENCE, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, the DISTRICT OF RESIDENCE will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. The DISTRICT OF LOCATION, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. Neither the DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement

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.

G. INSURANCE:

1. Each party to this Agreement shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect each party from claims set forth below for which the other may be legally liable, whether such operations be by the other party or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

2. Required Insurance:

- a. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
- b. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- c. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- d. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of each party performed under the contract for the other party. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.

3. Each party shall provide the other with evidence of the above insurance requirements upon execution of the within Agreement. Each party further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects the party to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages the other party sustains as a result of this breach.

H. MISCELLANEOUS

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

To DISTRICT OF RESIDENCE:  
West Islip Union Free School District  
100 Sherman Ave.  
West Islip, NY 11795

To DISTRICT OF LOCATION:  
South Huntington Union Free School District  
60 Weston Street  
Huntington Station, New York 11746

2. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

9. Neither party will discriminate against any individual because of 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.

I. AUTHORIZATION TO ENTER INTO AGREEMENT

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

DISTRICT OF RESIDENCE

\_\_\_\_\_  
By:

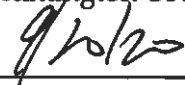
West Islip Union Free School District

Date: \_\_\_\_\_

DISTRICT OF LOCATION

  
\_\_\_\_\_  
By:

South Huntington UFSD

Date:  \_\_\_\_\_

**SPECIAL EDUCATION SERVICES CONTRACT**

**Education Law § 4401(2)(b)**

This Agreement is entered into this 21<sup>st</sup> day of Sept., 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 Woods Services, Inc., (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 40 Martin Gross Drive, Langhorne, Pennsylvania 19047.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

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

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

10. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.
11. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
12. At the DISTRICT'S request, the SCHOOL shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
13. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
14. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
15. The SCHOOL will work cooperatively with the DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT'S Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
16. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of same.
17. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance

Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

18. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
19. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
20. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
21. Upon reasonable prior written notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.
22. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the SCHOOL shall promptly give written notice of same to the DISTRICT.
23. Insurance
  - a. The SCHOOL, at its sole expense, shall procure and maintain the following policies and other insurance as shall be necessary to insure the SCHOOL and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the



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

- i. Commercial General Liability including products/completed operations personal injury liability. Limits of \$1,000,000.00 each occurrence for bodily injury, including sexual misconduct, property damage and personal injury with a \$2,000,000.00 aggregate limit. ii. Workers Compensation, Employers' Liability and Disability: providing statutory limits as may be required by the Commonwealth of Pennsylvania for workers' compensation, employers' liability and disability benefits insurance for all employers.
  - iii. Errors and Omissions (professional) Liability with limits of \$2,000,000.00 each occurrence / aggregate. Coverage must remain in effect for two (2) years following the completion of the work.
  - iv. Excess Insurance: \$1,000,000.00 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best's rating of A-minus.
  - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the SCHOOL shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
  - d. The policies shall state that the organization's coverage shall be primary, non-contributory coverage for the DISTRICT, its Board, employees and volunteers.
  - e. DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or similar such forms to verify endorsement as may be used by the respective insurer. A copy of the endorsement shall be attached to the certificate of insurance.
  - f. Upon the execution of this Agreement, the SCHOOL will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees, and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.
  - g. Failure of SCHOOL to obtain such insurance shall constitute a material breach of this contract.

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

**C. COMPENSATION:**

1. The SCHOOL shall be entitled to recover tuition from the DISTRICT for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education.
  - a. If the tuition rates for this school year are not available at the beginning of that school year, the DISTRICT shall pay the rate applicable to the previous school year until the new rates are set, at which time the parties shall adjust tuition payments so that the DISTRICT shall have paid in accordance with the rates applicable to that current school year.
2. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.
4. The DISTRICT shall give the SCHOOL notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

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

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

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

To School: Attention: ~~Elena Keyte~~ *Laura Calderone*  
~~Business System Specialist~~ *Funder Relationship and*  
Woods Services, Inc. *Manage Care Admin*  
40 Martin Gross Drive  
Langhorne, PA 19047

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

WOODS SERVICES, INC.



By: ~~Thomas W. Grant~~  
Tine Hansen-Turton  
~~VP & CFO~~  
President and CFO

WEST ISLIP UNION  
FREE SCHOOL DISTRICT

By: Steven D. Gellar

President, Board of Education

**INTEROFFICE MEMORANDUM**

**TO:** ELISA PELLATI, ASSISTANT SUPT. FOR BUSINESS  
**FROM:** REANNA FULTON, DIRECTOR OF TECHNOLOGY  
**SUBJECT:** SURPLUS EQUIPMENT  
**DATE:** SEPTEMBER 22, 2020  
**CC:** BERNADETTE BURNS, SUPT. OF SCHOOLS

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

Location	Model/Make	Serial #
DO	HP 6465b pro book	CNU2280PH6
DO	HP 6715b pro book	CNU83138TC
DO	I-PAD MINI	F9VLR34GHKJ
DO	Chrome book 11 G5	8CG5360BK4
DO	Chrome book11 G5	8CG6361CWW
DO	Chromebook 11 G5	8CG6351G26
DO	Chrome book 11 G5	8CG6351HDK
DO	Chromebook 11 G5	8CG6351HHR
DO	HP CPU	2UA11109D9
DO	HP CPU	2UA111098R
DO	HP CPU	2UA111097Z
DO	HP CPU	2UA1110986
DO	HP CPU	2UA111099M
DO	HP CPU	2UA11109BD
DO	HP CPU	2UA111095T
DO	HP CPU	2UA111098Y
DO	HP CPU	2UA111097D
DO	HP CPU	2UA111099V
DO	HP CPU	2UA11109BC
DO	HP CPU	2UA111095Z
DO	HP CPU	2UA111096Z
DO	HP CPU	2UA1110995
DO	HP CPU	2UA5401JKT
DO	HP CPU	2UA1110973

DO	HP CPU	2UA111097K
DO	HP CPU	2UA11109C1
DO	HP CPU	2UA11109CM
DO	HP CPU	2UA111096B
DO	HP CPU	2UA111095G
DO	HP CPU	2UA111097C
HS	HP 1740 Monitor	CND7344S1F
HS	HPE201 monitor	6CM3520KXC
HS	HP E201 Monitor	6CM5310GDS
HS	Mac 20" monitor	W8739411X85
HS	HP LA1905 Monitor	CNC1030L40
HS	HP 1740 Monitor	CND7344RFQ
HS	HP CPU	2UA20126FC
HS	HP1751	3CQ1012YCW
HS	HP E201 Monitor	6CM3520LSW
HS	HP L1740 Monitor	CND7344TJG
HS	HP L1740 Monitor	CND7341HW5
HS	HP E201 Monitor	6CM3520M41
HS	HP E201 Monitor	6CM3520LTP
HS	HP E201 Monitor	6CM5310FZQ
HS	HP E201 Monitor	6CM5310FTJ
HS	Lenovo	V2-V1683
HS	HP E201 Monitor	6CM5310FZB
HS	HP E201 Monitor	6CM3520M3Z
HS	HP E201 Monitor	6CM3520MT1
HS	HP E201 Monitor	6CM3520LF5
HS	HP E201 Monitor	6CM3520KWV
HS	HP E201 Monitor	6CM5310FZT
HS	HP G3010 Scanner	CN83AA522H04R1
HS	HP E201 Monitor	6CM3520LV1
HS	HP E201 Monitor	6CM5310GDQ
HS	HP E201 Monitor	6CM3520KX0
HS	HP E201 Monitor	6CM3520KWT
HS	HP E201 Monitor	6CM3520LTM
HS	HP E201 Monitor	6CM3520LTT
HS	HP E201 Monitor	6CM5310GDM

HS	HP E201 Monitor	6CM3520MSX
HS	HP E201 Monitor	6CM5310G8K
HS	HP E201 Monitor	6CM3520KX3
HS	HP E201 Monitor	6CM3520KWX
HS	HP LA2006 Monitor	CNC1480KPH
HS	HP E201 Monitor	6CM3520LTL
HS	HP E201 Monitor	6CM3520KWY
HS	HP E201 Monitor	6CM3520LF4
HS	HP E201 Monitor	6CM3520LF6
HS	HP E201 Monitor	6CM5310FZP
HS	HP E201 Monitor	6CM3520M3V
HS	HP E201 Monitor	6CM3520MSW
HS	HP E201 Monitor	6CM3520LTN
HS	HPE201 monitor	6CM3520LF3
HS	HP E201 Monitor	6CM5310GDT
HS	HP E201 Monitor	6CM3520KWZ
HS	HP E201 Monitor	6CM5310GDV
HS	HP E201 Monitor	6CM5310FZS
HS	HP E201 Monitor	6CM5310FZR
HS	HPE201 monitor	6CM3520LZD
HS	HP E201 Monitor	6CM3520LST
HS	HP L1740 Monitor	CND7344TQ4
HS	HP E201 Monitor	6CM3520LSP
HS	HP E201 Monitor	6CM3520M2R
HS	HP E201 Monitor	6CM3520LZ9
HS	HP E201 Monitor	6CM5310FRR
HS	HP E201 Monitor	6CM3520M2N
HS	HP E201 Monitor	6CM3520LZ7
HS	HP E201 Monitor	6CM3520LSQ
HS	HP E201 Monitor	6CM3520LSV
HS	HP E201 Monitor	6CM3520M2V
HS	HP E201 Monitor	6CM3520M9D
HS	HP E201 Monitor	6CM3520M2Y
HS	HPE201 monitor	6CM3520LZ8
HS	HPE201 monitor	6CM3520M2Q
HS	HPLA2006	CNC209R4D9



HS	HP E201 Monitor	6CM3520M2P
HS	HP E201 Monitor	6CM3520M2X
HS	HP L1740 Monitor	CND7341HN0
HS	HP L1740 Monitor	CND7341GMR
HS	HP L1740 Monitor	CND7341HMT
HS	HP L1740 Monitor	CND7341HXN
HS	HP L1740 Monitor	CND7341H0N
HS	HP L1740 Monitor	CND7341FML
HS	HP L1740 Monitor	CND7341HQ4
HS	HP L1740 Monitor	CND7341H16
HS	HP L1740 Monitor	CND7341HMC
HS	HP E201 Monitor	6CM3520KX8
HS	HP E201 Monitor	6CM3520LFH
HS	HP E201 Monitor	6CM3520KX4
HS	HP E201 Monitor	6CM5310G1N
HS	HP E201 Monitor	6CM3520LZB
HS	HP E201 Monitor	6CM5310FH9
HS	HP E201 Monitor	6CM5310GHG
HS	HP E201 Monitor	6CM5310FSZ
HS	HP E201 Monitor	6CM3520KX2
HS	HP E201 Monitor	6CM3520LF7
HS	HP E201 Monitor	6CM5310FPH
HS	HPE201 monitor	6CM5310G1K
HS	HP E201 Monitor	6CM5310FT5
HS	HP E201 Monitor	6CM3520KXJ
HS	DEll 20 " monitor	6E39T02001CJH4W01DI
HS	HP L1740 Monitor	CND7344RXY
HS	Leveno Monitor	V2-V1812
HS	HP L1750	CNC744QT82
HS	HP L1740 Monitor	CND7344RY5
HS	HP E201 Monitor	6CM5310FPS
HS	HP E201 Monitor	6CM3520LF9
HS	HP L1740 Monitor	CND7344VYJ
HS	HP E201 Monitor	6CM3520LFB
HS	HP E201 Monitor	6CM3520LFD44
HS	HP L1740 Monitor	CND7344T6H

HS	HP L1740 Monitor	CND7344RX1ff
HS	Leveno Monitor	V2-V1927
HS	HP E201 Monitor	6CM3520LFK
HS	Leveno Monitor	V2-V1834
HS	HP L1740 Monitor	CND7344T4F
HS	HP L1740 Monitor	CND7344S0H
HS	Leveno Monitor	V2-V1802
HS	HP E201 Monitor	6CM3520LFN
HS	HP E201 Monitor	6CM3520LFJ
HS	HP L1740 Monitor	CND7344T4R
HS	HP L1740 Monitor	CND7344T4T
HS	HP L1750	CNC741QCX4
HS	HP E201 Monitor	6CM3520LV2
HS	HP E201 Monitor	6CM3520KX5
HS	HP L1750	CND7344T50
HS	Lenevo	V2-V1553
HS	HP E201 Monitor	6CM3520KXF
HS	HP E201 Monitor	6CM5310FHT
HS	Hp L1750	CND7344T3S
HS	Mac 20" monitor	W8738LWCX85
HS	HP E201 Monitor	6CM3520LFL
HS	HP E201 Monitor	6CM3520LFM..
HS	HP E201 Monitor	6CM5310G1L
HS	HP L1740 Monitor	CND7344T58
HS	HP E201 Monitor	6CM3520LFF
HS	HP E201 Monitor	6CM3520LF8
HS	HP E201 Monitor	6CM3520LFG
HS	HP E201 Monitor	6CM3520KX9/
HS	HP E201 Monitor	6CM3520KX7
HS	HP E201 Monitor	6CM5310FHX
HS	HP E201 Monitor	6CM3520LPX
HS	HP L1740 Monitor	CND7344RXW
HS	HP L1740 Monitor	CND7344T4M
HS	HP L1740 Monitor	CND7344T4X
HS	HP E201 Monitor	6CM3520KX6
HS	Hitachi Projector	CP-AX2505UF

HS	HP 400 printer	VNG3F55996
HS	HP P1006 Printer	VND3F20558
HS	HP 6940 printer	MY11BCK1SM04Q9
HS	HP 6P printer	N/A
HS	HP 6P printer	N/A
HS	HP E201 Monitor	6CM5310FHZ
HS	HP CPU	2UA11109CH
HS	HP CPU	2UA73917G3
HS	HP CPU	2UA20126HB
HS	HP CPU	2UA73911YD
HS	HP CPU	2UA4060GWJ
HS	HP CPU	2UA4060GST
HS	HP CPU	2UA4060GTG
HS	HP CPU	2UA111096D
HS	HP CPU	2UA73912GW
HS	Leveno	42Y6651
HS	HP CPU	2UA4060GX8
HS	HP CPU	2UA4060GW
HS	HP CPU	42Y6651
HS	HP CPU	42Y6651
HS	HP CPU	2UA5401JL2
HS	HP CPU	2UA53935BT
HS	HP CPU	2UA5401JNW
HS	HP CPU	2UA4060GSQ
HS	HP CPU	2UA4060GT5
HS	HP CPU	2UA4060GT6
HS	HP CPU	2UA4060GT9
HS	HP CPU	2UA73917HD
HS	HP CPU	2UA4060GS6
HS	HP CPU	2UA4060GRR
HS	HP CPU	2UA73917FP
HS	HP CPU	2UA4060GV1
HS	Leveno CPU	42Y6651
HS	HP CPU	2UA4060GSR
HS	HP CPU	2UA111098Z
HS	HP CPU	2UA4060GTT

HS	HP CPU	2UA2111TW8
HS	HP CPU	2UA73917GF
HS	HP CPU	2UA4060GSH
HS	HP CPU	2UA4060GV0
HS	HP CPU	2UA4060GT8
HS	HP CPU	2UA73917HV
HS	HP CPU	2UA4060GSG
HS	Leveno CPU	42Y6651
HS	HP CPU	2UA20126H0
HS	HP CPU	2UA4060GSJ
HS	HP CPU	2UA20126HG
HS	HP CPU	2UA73917GL
HS	HP CPU	2UA4060GS4
HS	HP CPU	2UA4060GW8
HS	HP CPU	2UA11109DD
HS	HP CPU	2UA539358D
HS	HP CPU	2UA4060GTV
HS	HP CPU	2UA73917HZ
HS	HP CPU	2UA4060GS2
HS	HP CPU	2UA11109BR
HS	HP CPU	2UA111095Y
HS	HP CPU	2UA4060GSC
HS	HP CPU	2UA4060GSP
HS	HP CPU	2UA4060GSM
HS	HP CPU	2UA1110989
HS	HP CPU	2UA4060GV3

**BE IT RESOLVED**, by the Board of Education of the West Islip Union Free School District that Retention and Disposition Schedule for New York Local Government Records (LGS-1), issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein.

**BE IT FURTHER RESOLVED**, that in accordance with Article 57-A:

- (a) Only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein;
- (b) Only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.