

AGENDA



BOARD OF EDUCATION

March 11, 2021

Beach Street Middle School
17 Beach Street

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
March 11, 2021

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.officeofsuperintendent@wi.k12.ny.us or 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 February 23, 2021 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {3/9/2021}
 - B) Finance Committee {3/9/2021}
 - C) Buildings and Grounds Committee {3/9/2021}
 - D) Special Education Committee {3/10/2021}
 - E) Health and Wellness Committee {2/9/2021 and 3/9/2021}
- IX. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- X. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Contracts/Agreements 2021-2022
 - 1. Long Island Select Healthcare Consultant Services Contract
 - 2. Tender Age Pediatric Therapies Consultant Services Contract
 - C) Approval of Surplus
 - 1. Miscellaneous IT/AV equipment
 - D) Approval of Health Services Contract
 - 1. South Huntington UFSD ~ \$30,955.78
 - 2. Syosset Central School District ~ \$5,101.00
 - E) Approval of Bids
 - 1. RFP#520 Smallwares
 - 2. RFP #521 Large Kitchen Equipment
- XI. **PRESIDENT'S REPORT**
 - A) Approval of 2020-2021 Chief/School Physicians, revised
 - B) Approval of MoA re: WITA – sixth contact period
- XII. **SUPERINTENDENT'S REPORT**
- XIII. **NOTICES/REMINDERS**
- XIV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

- XV. **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 or 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.*
- 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 to consider any items for which a vote is required.*
- XVII. **CLOSING** - Adjournment

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
February 23, 2021 – Virtual**

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

ABSENT: None

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

ABSENT: None

ATTORNEY: None

Meeting called to order at 8:20 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 February 4, 2021 Board of Education Regular Meeting.

PERSONNEL

Motion was made by Peter McCann, seconded by Tom Compitello 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): Elizabeth Daddi, World Languages, effective March 12, 2021 – June 14, 2021 (Beach Street).

Motion was made by Peter McCann, seconded by Tom Compitello 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): Nicole Perperis, Health, effective October 28, 2019 - January 24, 2020 (High School) (change in date from December 2, 2019 – January 24, 2020; approved at BOE meeting December 12, 2019).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Christiane Walshe, Part Time Food Service Worker, effective February 13, 2021 (Beach Street).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: James Ferayorni, Custodial Worker I, effective March 27, 2021 (10 years).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: James Moran, Head Custodian, effective March 19, 2021 (30 years).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: PERMANENT SUBSTITUTE TEACHER (\$150 per diem): Gabrielle Roberto, effective February 24, 2021 through June 25, 2021.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$130 per diem): Cassidy Comerford, effective February 22, 2021.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHING ASSISTANT (\$85 per diem): Kristina Giordano, effective February 24, 2021.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SMALL GROUP INSTRUCTION TEACHER: Brittany DiLuciano, effective February 8, 2021 (Remote; \$83.26/hour).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SMALL GROUP INSTRUCTION TEACHER: Karen Testa, effective February 8, 2021 (Remote; \$83.26/hour).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: ALTERNATIVE SCHOOL 2020-2021 (AMENDED): Ryan Vollmuth, Counseling (1 section/Spring 2021) (replacing Wendy Loddigs; approved at BOE meeting August 25, 2020).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: CLUBS/ADVISORS 2020-2021:

HIGH SCHOOL

Mindfulness Club, Meghan Schou

PAUL J. BELLEW ELEMENTARY SCHOOL

¿Cómo se dice?, Kristin Amoia
The Game Club, Jade Lawrence
Mindfulness Club, Rachel Russell
Ukulele Club, Victoria Kavitt

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: FALL 2021 HIGH SCHOOL COACHES: FOOTBALL: Mark DiCristo, J.V. Coach.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: FALL 2021 MIDDLE SCHOOL COACHES: CHEERLEADING: Jennifer Basile, 7-8 Udall Coach.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2021-2022 Student-Teacher Calendar.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution re: Acceptance of Internal Risk Assessment Report from Cullen & Danowski, LLP and related Corrective Action Plan – January 19, 2021.

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledges receipt of the Risk Assessment Update Report dated January 19, 2021 from Cullen & Danowski, LLP.

Recommend the Board of Education approve the Corrective Action Plan in response to the internal auditors' Risk Assessment Update Report dated January 19, 2021, submitted by the Assistant Superintendent for Business.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution re: Acceptance of Single Audit Report from R.S. Abrams & Co., LLP and related Corrective Action Plan for year ended June 30, 2020.

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledges receipt of the Single Audit Report for the year ended June 30, 2020 from R.S. Abrams & Co., LLP.

Recommend the Board of Education approve the Corrective Action Plan in response to the Single Audit Report dated June 30, 2020, submitted by the Assistant Superintendent for Business.

DISCUSSION: High School Instructional Model

Mrs. Burns and Mrs. Morrison shared the results of the High School Parent Survey re: the full-time return of students to the high school environment. Discussion ensued regarding the tentative plan to be implemented.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 8:53 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:32 p.m. on motion by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor.

Meeting adjourned at 10:32 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:

ADMINISTRATIVE

A-1 RESIGNATION

Lorrie Director, Director of Counseling
Effective April 4, 2021

TEACHERS

T-1 RETIREMENT

Kay Cragg, Elementary
Effective July 1, 2021
(20 years)

Pamela Diorio, Elementary
Effective July 1, 2021
(34 years)

James Farnworth, Social Studies
Effective July 1, 2021
(24 years)

Susan Marullo, Elementary
Effective July 1, 2021
(27 years)

Diane Munno, Science
Effective July 1, 2021
(39 years)

Paola Nilsen, World Languages
Effective July 1, 2021
(28 years)

Louise Stephenson, Art
Effective July 1, 2021
(22 years)

T-2 REGULAR SUBSTITUTE

Ryan Licht, World Languages
Effective March 8, 2021 through June 14, 2021
(Beach; Step 1A¹; Replacing Elizabeth Daddi {LoA})

CIVIL SERVICE

CL-1

PROBATIONARY APPOINTMENT

Joseph Camilleri, Custodial Worker I
Effective March 29, 2021
(Kirdahy, Westbrook, Transportation; Step 1; replacing F. Mariani (resigned))

Dustin Cogliano, Custodial Worker I
Effective March 29, 2021
(Paul J. Bellew; Step 1; replacing J. Ferayorni {retired})

Lisa MacInness, Part Time Food Service Worker
Effective March 15, 2021
(Udall; \$15.13 hr; replacing R. Cinquemani {resigned})

CL-2

RETIREMENT

Debra Massaro, Senior Office Assistant
Effective July 1, 2021
(24 years)

Tana Patti, Senior Office Assistant
Effective July 31, 2021
(12 years)

OTHER

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Scott Stiene, effective February 24, 2021 through June 25, 2021

SUBSTITUTE NURSE (\$150 per diem)

Sherry Scammacca, effective March 12, 2021

SUBSTITUTE TEACHER (\$130 per diem)

James Everett, effective March 9, 2021
Nikki Ferrara, effective March 12, 2021, *student teacher*
Jacqueline Ginty, effective March 15, 2021, *student teacher*

MENTOR PROGRAM 2020-2021

Mentor (\$1020 stipend, pro-rated)
Andromache Agramonte (Michelle Hernandez, World Languages)

FALL 2021 MIDDLE SCHOOL COACHES

BOYS SOCCER

Alex Giordano, Udall 7-8

OTHER continued

FALL 2021 MIDDLE SCHOOL COACHES, continued

FIELD HOCKEY

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

FOOTBALL

Scott Mattera, Head Udall 7-8
Kevin Konarski, Assistant Udall 7-8

CLUBS/ADVISORS 2020-2021

HIGH SCHOOL

Director, Musical, Ryan Jensen
Music Director, Musical, Melissa Senatore
Pit Director, Musical, David Kaufman

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2021**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Long Island Select Healthcare** (hereinafter the "CONSULTANT"), having a principal mailing address of 159 Carlton Avenue, Central Islip, NY 11722.

A. TERM

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

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

SEE ATTACHED SERVICES AND RATE SHEET

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

D. COMPENSATION

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

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Long Island Select Healthcare

West Islip Union Free School District

BY:



Executive Director

BY:

President, Board of Education



**Long Island
Select Healthcare**

Long Island Select Healthcare Inc.

Rate Sheet 2021-2022

- I. Assistive Technology /Augmentative Communication Consults- \$400/ unit**
- II. Assistive Technology /Augmentative Training- \$400/unit**
- III. Assistive Technology /Augmentative Screening- \$400/unit**

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

**Supplemental Agreement between the
WEST ISLIP UNION FREE SCHOOL DISTRICT
and
Long Island Select Healthcare**

Supplemental Agreement dated this **1st** day of **July, 2021** between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Long Island Select Healthcare** (the "Contractor") located at 159 Carleton Avenue, Central Islip, NY 11722.

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

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

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

- I. 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 Long Island Select Healthcare.
 - c. "Student" means any person attending or seeking to enroll in an Educational Agency.
 - d. "Student Data" means Personally Identifiable Information of a "Student."
 - e. "Eligible Student" means a Student who is eighteen years or older.

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

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

- a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
- b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.
- c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- d. A complete list of all student data elements collected by the State is available for public review at
<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

or a copy may be obtained by writing to:

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

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

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

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

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

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

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

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

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

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

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

The contractor (LISH) scans the information which was completed on a secure, closed network into their electronic health record. (electronic network) which has a SQL server database. usernames + passwords are required for access to network + the emc. firewalls are present, the data is encrypted.

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

Long Island Select Healthcare

WEST ISLIP UFSD

By:  _____

By: _____

Print Name: James Powell

Print Name: Steven D. Gellar

Title: CEO

Title: President, Board of Education

Date: 2/23/2021

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July 2021** by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Tender Age Pediatric Therapies** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1227 Montauk Highway, Oakdale, NY 11769.

A. TERM

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

B. SERVICES AND RESPONSIBILITIES:

1. 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 following:

SEE ATTACHED SERVICES AND FEE SCHEDULE

2. CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to CONSULTANT upon any modification of a student's IEP.
4. 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.
5. CONSULTANT 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 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. 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.

7. Upon execution of this Agreement, CONSULTANT 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 CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. 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.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT 'S administrative staff and medical staff. CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT 'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT 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 and DISTRICT 'S policies and procedures in force during the term of this Agreement. 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 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. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT .
16. 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 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, CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
 - d. Upon the execution of this Agreement, CONSULTANT 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.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT :

SEE ATTACHED SERVICES AND FEE SCHEDULE

2. CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The West Islip UDSD shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides CONSULTANT with reasonable notice of the cancellation.
4. 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.
5. 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 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 CONSULTANT.
 - 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.
- c. DISTRICT , 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. 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.
- b. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT , its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

5. 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. Elisa Pellati
 West Islip UFSD
 100 Sherman Avenue
 West Islip, NY 11795

To Consultant: Lori Teitler-Rivera, President
 Tender Age Pediatric Therapies
 1227 Montauk Highway
 Oakdale, NY 11769

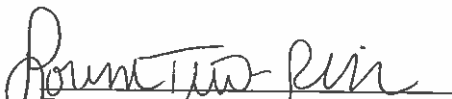
6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce 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

DISTRICT


By: _____

By: Steven D. Gellar
President, Board of Education

Tender Age Pediatric Therapies
1227 Montauk Highway
Oakdale, NY 11769
631-218-1545

Fees for Services 2021-2022

The following are our agency fees to provide related services in the following areas: OT, PT, speech, vision, social work, ABA, tutoring, meetings, etc.:

Individual Sessions: \$41.00 per 30 minute session

Group Session: \$62.00 per 30 minutes for up to 5 students

Consultant Session: \$41.00 per 30 minute session

Evaluation: \$175.00 per evaluation

Please add \$75.00 for bilingual evaluations.

Please add \$5.00 per session if student is seen at home or in a private/parochial school.

The district will be billed for the first absence in a series, if therapist was not notified in advance.

Supplemental Agreement between the
WEST ISLIP UNION FREE SCHOOL DISTRICT
and
TENDER AGE PEDIATRIC THERAPIES

Supplemental Agreement dated this 1st day of July, 2021 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Tender Age Pediatric Therapies** (the "Contractor") located at 622 Hawkins Avenue, Ronkonkoma, NY 11779.

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 **Tender Age Pediatric Therapies**.
 - 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.]*

Our agency's data is stored on a HIPPA compliant database.

A password is required to log into the database.

Information on a student can only be seen by individuals

that work with the student and staff that are responsible for making sure student receives services as per IEP.

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.

**TENDER AGE PEDIATRIC
THERAPIES**

WEST ISLIP UFSD

By: *Lorin Teitel-Rivera*

By: _____

Print Name: LORIN TEITEL-RIVERA

Print Name: Steven D. Gellar

Title: President

Title: President, Board of Education

Date: 2/24/2021

Date: _____

INTEROFFICE MEMORANDUM

TO: ELISA PELLATI, ASSISTANT SUPT. FOR BUSINESS
FROM: REANNA FULTON, DIRECTOR OF TECHNOLOGY
SUBJECT: SURPLUS EQUIPMENT
DATE: FEBRUARY 3, 2021
CC: BERNADETTE BURNS, SUPT. OF SCHOOLS

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

ITEM	Serial Number
Apple I-pad model #A1395	DR5J50H6DFHW
Apple I-pad model #A1396	DMRHQ8U2DJ8T
Apple I-Pad Model# A1395	DR5J51HQDFHW
Apple I-pad Model# A1395	DJ5R51B0DFHW
Apple I-Pad Model# A1395	DR5J50GLDFHW
Apple I-Pad Model# A1395	DYTL2667DFHW
Apple I-Pad Model# A1395	DR5J5054DFHW
Apple I-Pad Model# A1395	DR5J51CFDFHW
Apple I-Pad Model# A1395	DR5J51DVDFHW
Apple I-Pad Model# A1219	GB104XKVZ38
CHROMEBOOK 11G5	8CG6351HRG
CHROMEBOOK 11G5	8CG6360BJM
CHROMEBOOK 11G5	8CG6361CTY
CHROMEBOOK 11G5	8CG6361CJW
CHROMEBOOK 11G5	8CG6361BFY
APPLE I-PAD #MR7J2LL/A	DMPW962M
HP Probook 640 G2	5CG63140SC
HP Probook 640 G2	5CG63140SL
HP L1750 monitor	CND8110PTM
Miniview switch	Z3770152AE-0128
power supply	5WEBP0D8JB43RE
power supply	508152-001
HP CPU	2UA916006Z
HP CPU	2UA111095J

HP CPU	2UX71905T4
CISCO Phone	FCH163094XC
Cisco Phone	FCH1741A1H7
HP CPU	2UX71905T3
HP CPU	D46866-007
HP CPU	16174067800279
MITAL Server	08000f21cdf0
MITAL Server	08000f218f65
MITAL Server	08000f21c626
Netgear switch	1DA3785N00070
hubber wiring device	n/a
APC backup battery	BR1500
HP CPU	2UA11109CZ
HP CPU	2UA53935BS
HP CPU	2UA5401JJR
HP CPU	2UA5401JGS
HP CPU	2UA5401JHV
HP CPU	2UA5401JJF
HP CPU	2UA5401JLL
HP CPU	2UA5401JP8
HP CPU	2UA53935C4
HP CPU	2UA5401JGL
HP CPU	2UA5401JMM
HP CPU	2UA5401JL0
HP CPU	2UA5401JJX
HP CPU	2UA5401JJ1
HP CPU	2UA5401JGD
Apple Ketboard	NA
Apple Keyboard	NA
Apple Key Board	NA
Hp 1012 printer	CNFB093717
HP E202 MOonitor	6CM7090WP3
HP CPU	2UA3030SZY
HP CPU	2UA111098X
HP CPU	2UA20126GB
HP CPU	2UA111099H

HP CPU	2UA7221JC8
3 Com mixer	LV5G2Y0122463
OKI 430dn printer	N22115A 37AF9C049391A0
Hard drive	Z6EMWP8B
Hard Drive	Z6EJYRCJ
HP P232 monitor	6CM8491P3F
Cisco phone	FCH16328UW6
HP Scanner	TW472E606C
IBM CPU	23CNZF1
IBM CPU	66-FHC66
Sony DVD	380124
HP 8100 Printer	
TEQ-Z780M projector	CP-A220NGF
Smart speaker	Do12DW21A1363
HP 6127 printer	MY4AI4B1KC5C
HP 940C printer	CN14R6C198BH
Smart speaker	Do12DW21A1363
HP 4250 printer	CNRXR50285
HP CPU	2UA20126FM
HP CPU	2UA4060GRP
HP CPU	2UA4060G XK
HP CPU	2UA4060GW4
3CFSU08 switch	10015192
HP 6940 Printer	MY64K7R2BJ04Q9
cisco N906 blk phone	FCH1530H39C
Vizio sound bar 36"	SZZOWGBV5004553
SmartProjector	B012HD29U0134
HP CPU	2UA4060GTW
HP CPU	2UA4060GVF
GE Server	D604-T9-750667
HP CPU	2UA53935CS
HP CPU	2UA539358R
HP CPU	2UA53935CX
HP CPU	2UA53935CC
HP CPU	2UA53935CB
3 COM switch	10015192

HP CPU	2UA53935CJ
Cisco switch	009E1E12517F
HP CPU	2UA53935CW
HP CPU	2UA5401JM2
HP CPU	2UA53935CT
HP CPU	2UA53935BL
HP CPU	2UA539358Y
HP CPU	2UA53935B1
HP E201 Monitor	6CM5310FJZ
Lenovo Monitor	V2-V2254
HP E201 Monitor	6CM5310G0F
HP E201 Monitor	6CM5310HN9
HP E201 Monitor	6CM5310FRC
HP E201 Monitor	6CM5310HNB
HP E201 Monitor	6CM5310GJ5
HP E201 Monitor	6CM3520M9C
HP E201 Monitor	6CM5310FRG
HP E201 Monitor	6CM3520LYY
HP E201 Monitor	6CM5310HN8
Adesso Web Cam	W2009038411
Adesso Web Cam	W2009038415
HP Chromebook 11 G6-EE	5CD8284VB4

Issue Date
02/11/2021

**SOUTH HUNTINGTON UFSD
ADMINISTRATION BUILDING
60 WESTON STREET
HUNTINGTON STATION, NY 11746-4098**

Invoice Number
300-21A



INVOICE

Issued To:
WEST ISLIP PUBLIC SCHOOLS
100 SHERMAN AVE
WEST ISLIP, NY 11795

064170

Item Number	Item Description	Amount
	<p>HEALTH SVS. 2020-2021</p> <p>HEALTH SERVICES FOR STUDENTS ATTENDING NON-PUBLIC SCHOOLS LOCATED IN SOUTH HUNTINGTON UFSD FOR THE 2020-2021 SCHOOL YEAR.</p> <p>ST. ANTHONY'S HIGH SCHOOL - 38 STUDENTS @ \$798.86=\$30356.68 PLUS JAYDEN UGENTI, 48 NORTH BURLING LANE NORTH, WEST ISLIP, NY 11795 516-254-1370 - ATTENDED 11/12/20-6/30/21 - 30 WEEKS @ \$19.97= \$599.10</p> <p>1.0000 @ 30,955.7800</p>	30,955.78
Invoice Total		30,955.78

PLEASE MAKE A CHECK PAYABLE TO: SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT - GENERAL FUND. IF YOU HAVE ANY QUESTIONS REGARDING THE ABOVE, PLEASE CALL SUSAN SEDACCA AT 631-812-3004.

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this first day of July, 2020 by and between the Board of Education of the South Huntington Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, New York 11746, and the Board of Education of the WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at Corner of Beach Street & Sherman Avenue, West Islip, NY 11795.

W I T N E S S E T H

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

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

WHEREAS, South Huntington UFSD 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 July 1, 2020 through June 30, 2021 inclusive.
2. South Huntington UFSD warrants that the health and welfare services will be provided by licensed health care providers. South Huntington UFSD 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. South Huntington UFSD 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. South Huntington UFSD 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. South Huntington UFSD 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.
4. The services provided by South Huntington UFSD shall be consistent with the services available to students attending public schools within the South Huntington UFSD; and may include, but are not limited to:
 - a. all services performed by a physician, physician assistant, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist.

- b. vision and hearing screening examinations,
- c. the taking of medical histories and the administration of health screening tests,
- d. the maintenance of cumulative health records, and
- e. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

- 5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay South Huntington UFSD the sum of \$798.86 per eligible pupil for the 2020-2021 school year.
- 6. SENDER shall pay South Huntington UFSD within thirty (30) days of SENDER's receipt of a detailed written invoice from South Huntington UFSD. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
- 7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, South Huntington UFSD shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, South Huntington UFSD shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 9. South Huntington UFSD shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
- 10. Both parties agree to provide the State access to all relevant records which the State requires to determine either South Huntington UFSD's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
- 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 and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
- 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:

PROVIDER: Superintendent of Schools
South Huntington Union Free School District
60 Weston Street, Huntington Station
New York 11746

SENDER: Superintendent of Schools
West Islip UFSD
Corner of Beach Street & Sherman Avenue
West Islip, NY 11795

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.
17. 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.
18. 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 Suffolk, 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.

19. 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.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the West Islip UFSD.

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

South Huntington Union Free School District

West Islip UFSD




David Bennardo, Ed.D. Superintendent of Schools

Superintendent of Schools

South Huntington Union Free School District

West Islip UFSD



Nicholas Ciappetta, President, Board of Education

President, Board of Education

Issue Date

02/08/2021

Syosset Central School District
 99 Pell Lane
 Syosset, NY 11791

Invoice Number

083-21A

INVOICE

Issued To:

West Islip UFSD
 Administrative Offices
 100 Sherman Ave
 West Islip, NY 11795

ADMIN

Item Number	Item Description	Amount
HEALTH-HEAL- OLM	HEALTH SERVICES FOR STUDENT(S) ATTENDING OUR LADY OF MERCY ACADEMY IN SYOSSET, NY DURING THE 2020-21 SCHOOL YEAR. 3.0000 @ 1,020.2000	3,060.60
HEALTH-HEAL- ST.	HEALTH SERVICES FOR STUDENT(S) ATTENDING ST. EDWARD THE CONFESSOR SCHOOL IN SYOSSET, NY DURING THE 2020-21 SCHOOL YEAR. 2.0000 @ 1,020.2000	2,040.40
Invoice Total		5,101.00

February 9, 2021

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 8th day of February 2021 by and between the Board of Education of the WEST ISLIP PUBLIC SCHOOLS (hereinafter "WEST ISLIP"), having its principal place of business for the purpose of this Agreement at Attn: Superintendent, West ISLIP Public Schools 100 Sherman Avenue West ISLIP, New York 11795, and the Board of Education of the SYOSSET Central School District (hereinafter "SYOSSET"), having its principal place of business for the purpose of this Agreement at 99 Pell Lane, Syosset, New York 11791.

WITNESSETH

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

WHEREAS, certain students who are residents of WEST ISLIP are attending non-public schools located in SYOSSET,

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

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby 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, and as authorized by law.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services provided by SYOSSET to WEST ISLIP may include, but are not limited to the following

- Annual Medical Inspection
- School Nursing Services
- First Aid for School Emergencies
- Furnishing of First Aid Supplies
- Furnishing Health Record Forms and Recording Data
- Speech Therapists
- Psychologists

- It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

2. The services provided by SYOSSET to WEST ISLIP shall be consistent with the services available to students attending public schools within the SYOSSET School District.

February 9, 2021

3. SYOSSET shall perform all services under this Agreement in accordance with each student's Individualized Education Services Plan (IESP) if applicable.
4. SYOSSET 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.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
6. SYOSSET 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 students pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. SYOSSET warrants that the services will be provided by health care providers that are properly licensed under the laws of the State of New York.
8. SYOSSET shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
9. Both parties agree to provide the State access to all relevant records which the State requires to determine either SYOSSET's or WEST ISLIP compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
10. 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).

C. COMPENSATION

1. In exchange for the provision of health and welfare services pursuant to this Agreement, WEST ISLIP agrees to pay SYOSSET the sum of \$1,020.20 per eligible pupil for the 2020 - 2021 school year. Said amount shall be prorated accordingly for each student to accurately reflect the actual period of time during which services were provided to each student.

February 9, 2021

2. WEST ISLIP shall pay SYOSSET within thirty (30) days of receipt of a written invoice from SYOSSET. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.

D. MISCELLANEOUS

1. Termination: this Agreement may only be terminated in accordance with applicable Law.
2. Defense / Indemnification:
 - a. SYOSSET agrees to defend, indemnify and hold harmless WEST ISLIP, 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 SYOSSET, 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. WEST ISLIP agrees to defend, indemnify and hold harmless SYOSSET, 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 WEST ISLIP, 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. Notices: All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

WEST ISLIP : Superintendent of Schools
West Islip Public Schools
100 Sherman Avenue
West Islip, New York 11795

SYOSSET: Superintendent of Schools
Syosset Central School District
P.O. Box 9029
Syosset, NY 11791-9029
4. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. No Waiver: 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. 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.

7. 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.
8. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. Entire Agreement: 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.
10. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. Execution: 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. Furthermore, this Agreement shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the WEST ISLIP School District.

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

WEST ISLIP PUBLIC SCHOOL DISTRICT

Superintendent of Schools

WEST ISLIP PUBLIC
SCHOOL DISTRICT

President, Board of Education

SYOSSET CENTRAL SCHOOL DISTRICT,

FOR 

President, Board of Education

Dr. Patricia M. Rufo
Assistant Superintendent
for Business

INTEROFFICE MEMO

DATE: 2/24/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS - SMALLWARES

Item: Smallwares (RFP #520 02/01/21 to 01/31/22)
Publication: Nassau/Suffolk Newsday December 16, 2020
Fund To Be Charged: Cafeteria
Bid Opening: January 15, 2021
Place Of Opening: Massapequa UFSD
Number Of Companies Bidding: Invited to Bid: 15
Bidding: 6

RECOMMENDATION:

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

Bar Boy	\$1,091.46
J & F Supplies	\$ 380.99
Sam Tell Companies	\$1,777.14
WB Mason	\$ 461.93
Total	\$3,711.52

INTEROFFICE MEMO

DATE: 2/24/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – LARGE KITCHEN EQUIPMENT

Item: Large Kitchen Equipment (RFP #521 02/01/21 to 01/31/22)
Publication: Nassau/Suffolk Newsday December 16, 2020
Fund To Be Charged: Cafeteria
Bid Opening: January 15, 2021
Place Of Opening: Massapequa UFSD
Number of Companies Bidding: Invited to Bid: 15
Bidding: 7

RECOMMENDATION:

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

Bar Boy	\$ 320.00
Sam Tell Companies	\$ 538.08
TriMark Strategic Equipment	\$ 280.00
Total	\$1,268.08



West Islip Public Schools

2020 – 2021
CHIEF/SCHOOL PHYSICIANS
REVISED

Dr. Marc Cimmino
CHIEF SCHOOL PHYSICIAN
Bay Shore Urgent Care Center
40 Bay Shore Avenue
Bay Shore, NY 11706
631-969-8700
FAX: 631-969-8703

Dr. Tracy Onal
Bay Shore Urgent Care Center
40 Bay Shore Avenue
Bay Shore, NY 11706
631-968-0800

Dr. Robert A. Smolarz
50 North Carll Avenue
Babylon, NY 11702
631-669-7200

Dr. Leonard P. Savino
373 Sunrise Highway
West Babylon, NY 11704
631-422-3377

L. Atkinson, RPA
373 Sunrise Highway
West Babylon, NY 11704
631-422-3377

Dr. Costa Constantatos
170 Little East Neck Road #B
West Babylon, NY 11704
631-321-4147

Dr. Jorege Montes
148 Skyline Drive
Coram, NY 11727
631-696-1942

Joseph Tommasino, RPA
373 Sunrise Highway
West Babylon, NY 11704
631-422-3377

Dr. Jennifer Mingione
Internal Medicine
46 Great East Neck Road
West Babylon, NY 11704
631-321-9322
FAX: 321-9324

Dr. Ira Woletsky (Pediatrician)
1111 Montauk Highway
West Islip, NY 11794
631-661-2510

Dr. Jack Marzec
340 Montauk Highway
West Islip, NY 11795
631-422-9530
FAX: 631-376-1208

Dr. Phil Schrank
6 Technology Drive, Suite 100
East Setauket, NY 11733
631-689-6698
FAX: 631-751-5548

South Shore Neurologic Associates
712 Main Street
Islip, NY 11751
631-666-3939

Dr. Sarita Duchatelier
Dr. Keith Chu Cheong
Pediatric Neurology
Good Samaritan Hospital
West Islip, NY 11795
631-321-2100

Dr. Gregory Puglisi
649 West Montauk Highway
Bay Shore, NY 11706
631-669-6350
FAX: 631-669-1128

Dr. Eugene Gerardi
142 Country Club Drive
Commack, NY 11725
631-664-5455

Dr. Richard Gold
215 East Main Street
Smithtown, NY 11787
631-265-5858

Island Gastroenterology Consultants, P.C.
1111 Montauk Highway
Suite 3-1 (3rd Floor)
West Islip, NY 11795
631-669-1171

Dr. Jules Cohen
Clinical Assistant Professor of Medicine
Renaissance School of Medicine
Stony Brook University
Stony Brook, NY 11794
631-638-0912
FAX: 631-865-4052

Dr. Perry Frankel
Advanced Cardiovascular Diagnostics
410 Lakeville Road
Suite 209
Lake Success, NY 11042
516-488-5050
FAX: 516-326-6252

Emergency Medical Technician
Coverage for Athletic Events

Robert Mallimo
Richard Naeder
Kristine Ostrem
John Mileski
Steven Mirrione
Sean O'Hora

1/29/21

MEMORANDUM OF AGREEMENT

AGREEMENT made this 26th day of February, 2021 between the West Islip Union Free School District ("District") and the West Islip Teachers' Association ("WITA").

WHEREAS, there exists a collective bargaining agreement between the District and WITA for the period July 1, 2018 through June 30, 2022 ("CBA"); and

WHEREAS, the Article VI (G) of the CBA governs teachers' sixth contact period and enumerates twelve activities from which the teacher and District may choose assignments for a teacher's sixth contact period; and

WHEREAS, WITA has filed a grievance, titled #1 (19-20) and dated October 10, 2019 ("Grievance"), with the District in which it is alleged the District violated the CBA when teachers at the Beach Street Middle School were directed to choose from only seven of the twelve activities enumerated in Article VI (G); and

WHEREAS, the District denied the Grievance; and

WHEREAS, WITA filed for arbitration in connection with the Grievance by submitting a demand for arbitration dated December 17, 2019; and

WHEREAS, the District and WITA have discussed the issues set forth in the Grievance and wish to resolve the matter amicably without resort to further litigation.

NOW, THEREFORE, the parties mutually agree as follows:

1. Teacher selections for the 2020-21 school year shall not be changed and, beginning with the 2021-2022 school year, teachers at the District's middle schools shall be directed to choose from all twelve (12) of the activities enumerated in Article VI (G) of the CBA.
2. Either party may seek a change to Article VI (G) of the CBA by making a proposal during an upcoming round of collective bargaining.
3. The Grievance is hereby withdrawn, with prejudice, all of the issues having been addressed and settled to the satisfaction of the parties to this Agreement.
4. Except as specifically set forth herein, this Agreement shall not be construed as modifying the terms of the CBA, or any practices which may exist between the parties.

5. This Agreement shall not be precedent setting and shall not be utilized by any party in any grievance, arbitration, or claim of any kind except as necessary to enforce its terms.
6. The foregoing represents the full, final, and complete understanding between the parties, and may only be amended by a subsequent written agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 26th day of February, 2021.

WEST ISLIP UNION FREE
SCHOOL DISTRICT

Dated: 2/26/2021

By: Bernadette M. Burns
Bernadette Burns
Superintendent of Schools

WEST ISLIP TEACHERS ASSOCIATION

Dated: 2/26/21

By: Joseph M. Dixon
Joseph M. Dixon
President