

AGENDA



BOARD OF EDUCATION

July 3, 2018

Paul J. Bellew Elementary School
25 Higbie Lane

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
July 3, 2018

Paul J. Bellevue Elementary School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards only. (Name and address required) - This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the June 19, 2018 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) **Policy Committee**
Annual Review:
 - No. 5412 Purchasing Procedures
 - No. 5421 Procurement of Goods and Services
 - No. 5610 Insurance
 - No. 5623 Use of School Owned Materials and Equipment
 - No. 5683 Districtwide Safety Committee
 - No. 6150 Alcohol, Drugs and Other Substances (School Personnel)
 - No. 7320 Alcohol, Drugs and Other Substances (Students)
 - B) **Committee on Special Education/Preschool Special Education Recommendations re: classification/placement/I.E.P. modifications of students as delineated**
- IX. **FINANCIAL MATTERS**
 - A) **Treasurer's Report**
- X. **BUSINESS ITEMS**
 - A) **Approval of Budget Transfers**
 - B) **Approval of Donations**
 - 1. **Drinking Fountain with Bottle Filling Station → WIHS \$1,862.44 and filter cartridges**
 - C) **Approval of Resolution to bid jointly on Food Service Commodities, Food and Food Service Supplies for the 2018-2019 school year**
 - D) **Approval of Resolution re: Breakfast Exemption Program 2018-2019**
 - E) **Approval of Financial Advisory Services Agreement – Capital Markets Advisors, LLC**
 - F) **Approval of 2017-2018 Health Services Contract**
 - 1. **St. Elizabeth Ann Seton, Bellmore Campus \$1,176.01**
 - G) **Approval of 2018-2019 Contracts**
 - 1. **Access 7 Services, Inc.**
 - 2. **Da Vinci Education & Research, LLC**
 - 3. **Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing**
- XI. **PRESIDENT'S REPORT**
- XII. **SUPERINTENDENT'S REPORT**
- XIII. **NOTICES/REMINDERS**

XIV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

- XV. INVITATION TO THE PUBLIC** - *The public, at this time, is cordially invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards only. (Name and address required) ~ 20 minute time limit. Each person or representative of a group will be limited to three minutes.*
- XVI. EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session in the District Office Board Room to consider any items for which a vote is required.*
- XVII. CLOSING** - Adjournment

PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
June 19, 2018 – District Office

PRESENT: Mr. Gellar, Mrs. LaRosa, Mr. Maginniss, Mr. Michaluk, Mr. O'Connor, Mr. Zotto

ABSENT: Mr. Brady

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

ABSENT: None

Meeting was called to order at 7:30 p.m., followed by the Pledge.

The Audit Committee reviewed the Agreed Upon Procedures 2018 – Review of Human Resources, Capital Projects and Use of Facilities.

APPROVAL OF MINUTES:

Motion was made by Paul Michaluk seconded by Ron Maginniss and carried when all Board members present voted in favor to approve the amended minutes of the May 10, 2018 Board of Education Regular Meeting.

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve the minutes of the June 7, 2018 Board of Education Regular Meeting.

PERSONNEL:

Motion was made by Mike Zotto seconded by Paul Michaluk and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Kathryn Dranoff, Social Worker, effective August 29, 2018 to August 28, 2022 (Udall; Step 1A⁺; new position).

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Jami Ashley, Social Worker, effective August 29, 2018 to August 28, 2022 (Manetuck; Step 1A⁺; replacing Helene Dellas-DiBona {retired}).

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Caryn Drezner, World Language, effective August 29, 2018 to August 28, 2022 (Beach; Step 1A⁺; replacing Constance Allen {retired}).

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Daniel Formichelli, Science, effective August 29, 2018 to August 28, 2022 (High School; Step 1A⁺; replacing Nancy Budka {retired}).

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Alexandra Kaulfers, Reading, effective August 29, 2018 to August 28, 2022 (Paul J. Bellew; Step 1A⁺; replacing Donna Montalbano {retired}).

In order to be granted tenure a classroom teacher or building principal shall have received composite or overall annual professional performance review ratings to Education Law §3012-d of either effective or highly effective in at least three of the four preceding years and if a classroom teacher or building principal receives an ineffective composite or overall rating in the final year of the probationary period he or she shall not be eligible for tenure at that time.

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve TEACHING: RESCISSION OF PROBATIONARY APPOINTMENT {approved at June 7, 2018 meeting}: Julianne Hayes, Psychologist, effective August 29, 2018 to August 28, 2022 (Manetuck; Step 1A*; replacing James Ciaravino {retired}).

Motion was made by Mike Zotto seconded by Paul Michaluk and carried when all Board members present voted in favor to approve TEACHING: RESIGNATION: Jessica Shaw, Elementary, effective June 30, 2018, Paul J. Bellew.

Motion was made by Kevin O'Connor seconded by Paul Michaluk 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): Maria Kaminsky, World Language, effective September 4, 2018 - November 23, 2018 (High School).

Motion was made by Mike Zotto seconded by Ron Maginniss and carried when all Board members present voted in favor to approve TEACHING: CHILD REARING LEAVE OF ABSENCE (unpaid): Maria Kaminsky, World Language, effective November 26, 2018 to January 25, 2019 (High School).

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve CIVIL SERVICE: TERMINATION: Kelly Omland, Special Education Aide, effective May 16, 2018 (Paul J. Bellew).

Motion was made by Mike Zotto seconded by Ron Maginniss and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Charlene DiCicco, Part Time Food Service Worker, effective August 29, 2018 (Udall; New Hire Salary; replacing D. Kesler {Full Time Assistant Cook}, replacing C. Moschetta {retired}).

Motion was made by Mike Zotto seconded by Paul Michaluk and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Christine Palumbo, Part Time Food Service Worker, effective August 29, 2018 (High School; New Hire Salary; replacing C. Appel {Full Time Floating Assistant Cook} new position).

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Kathleen Slayback, Part Time Food Service Worker, effective August 29, 2018 (Beach Street; New Hire Salary; replacing C. Pozzini {Full Time Assistant Cook}, replacing S. Brady {retired}).

Motion was made by Mike Zotto seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Eric Wodhanil, Custodial Worker I, effective July 2, 2018 (Bayview; Step 1; replacing A. Haldenwang {retired}).

Motion was made by Paul Michaluk seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$11.50/hour): *Brian Moore, effective June 20, 2018.

Motion was made by Mike Zotto seconded by Ron Maginniss and carried when all Board members present voted in favor to approve OTHER: SPECIAL EDUCATION - ESY RELATED SERVICE PROVIDERS SUMMER 2018: Behavioral Intervention Services: Alissa Rush, Debra Ann Zuccherro, Maureen Caufield; Consultant Teacher Direct: Erin Meade; Job Coach: Ryan Vollmuth; Speech Therapist: Kathleen Finn; Special Education Teacher: Stephanie Glennon.

*Conditional pending fingerprinting clearance

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve receipt of Independent Accountant's Report on Applying Agreed-Upon Procedures 2018 - Review of Human Resources, Capital Projects and Use of Facilities.

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve receipt of Independent Accountant's Report on Applying Agreed-Upon Procedures 2018 - Review of Human Resources, Capital Projects and Use of Facilities.

Motion was made by Ron Maginniss seconded by Paul Michaluk and carried when all Board members present voted in favor to approve Resolution re: Breakfast Program Exemption 2018-2019.

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve Surplus Items – Textbooks - *Standard Level Chemistry for the IB Diploma* ISBN #9780435994464; *Textbooks – Chemistry* ISBN# 0133608476; Allen & Heath sound board #000014.

Motion was made by Kevin O'Connor seconded by Mike Zotto and carried when all Board members present voted in favor to approve the following donations: Anonymous donor - West Islip UFSD ~ Special Education - \$1,600; Ahold Financial Services – Paul J. Bellew - \$1,548.04; Ahold Financial Services – Bayview - \$1,326.65.

Motion was made by Paul Michaluk seconded by Mike Zotto and carried when all Board members present voted in favor to approve 2017-2018/2018-2019 Green Chimneys School Contract.

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

Motion was made by Kevin O'Connor seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Stipulation of Settlement and Release - Student B.

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve The Bridges Academy Lease Agreement.

Motion was made by Mike Zotto seconded by Paul Michaluk and carried when all Board members present voted in favor to approve Amendment #2 to Contract with the Superintendent of Schools re: carry-over vacation days.

Motion was made by Kevin O'Connor, seconded by Ron Maginniss and carried when all Board members present voted in favor to adjourn to Executive Session at 8:02 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:20 p.m. on motion by Mike Zotto, seconded by Annmarie LaRosa and carried when all Board members present voted in favor.

Motion was made by Annmarie LaRosa seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve Attendance waiver – Student A.

Motion was made by Annmarie LaRosa seconded by Mike Zotto and carried when all Board members present voted in favor to approve the following salary changes effective July 1, 2018:

Changes in salary for Confidential Secretaries and Non-represented staff effective July 1, 2018:

Salary increase of 2%

Administrative Assistant increase of \$5,000

Claims Auditor increase of \$2,000

Change in hourly rates effective July 1, 2018:

Guards – from \$18.23/hour to \$18.59/hour

Peace Officers – from \$21.26/hour to \$21.69

Lead Guard – from \$23.26/hour to \$23.73/hour

Change in hourly rates effective July 1, 2018 (continued):

Sub Custodians – from \$11.50/hour to \$12.00/hour

Sub Food Service Workers – from \$11.50/hour to \$12.00/hour

Sub Paraprofessionals – from \$11.50/hour to \$12.00/hour

Change in annual stipends effective July 1, 2018:

Driver Ed Director – from \$5,114 to \$5,216

Enrichment Director – from \$5,280 to \$5,385

Adult Ed Director – from \$7,764 to \$7,919

Driver Ed Secretary – from \$3,718 to \$3,792

Enrichment Secretary – from \$2,278 to \$2,324

Adult Ed Secretary – from \$6,885 to \$7,022

SAT/PSAT Coordinator – from \$5,063 to \$5,164

Meeting adjourned at 9:21 p.m. on motion by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

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

PERSONNEL:

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

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Meghan LaRocca, Health
Effective August 29, 2018 to August 28, 2022
(High School; Step 1A¹; new section)

In order to be granted tenure a classroom teacher or building principal shall have received composite or overall annual professional performance review ratings pursuant to Education Law § 3012-d of either effective or highly effective in at least three of the four preceding years and if a classroom teacher or building principal receives an ineffective composite or overall rating in the final year of the probationary period he or she shall not be eligible for tenure at that time.

T-2 REGULAR SUBSTITUTE

Giavanna Donarumia, Social Studies
Effective August 29, 2018 – June 30, 2019
(High School; Step 1⁴; replacing B. Fiorini {leave of absence})

CIVIL SERVICE

CL-1 RESIGNATION

Sharon D'Agostino, School Nurse
Effective July 1, 2018
(OLL)

Joseph Nicolosi, Security Consultant
Effective August 30, 2018
(Districtwide)

CL-2 RETIREMENT

Eileen Madocks, School Nurse
Effective June 30, 2018
(28 years)

CL-3 CHANGE IN TITLE

Christopher Rugen, Driver/Messenger
Effective July 5, 2018
(District Wide; Step 10; Change from Custodial Worker I; replacing J. Troiano {Custodial Worker I})

CL-4 PROBATIONARY APPOINTMENT

*Edward Ackermann, Groundskeeper I
Effective July 20, 2018
(Grounds; Step 1; replacing J. Demeo {retired})

**pending fingerprinting clearance*

CIVIL SERVICE, continued

CL-4 PROBATIONARY APPOINTMENT, continued

Denise Farewell, Account Clerk Typist
Effective July 16, 2018
(District Office; Step 1; replacing S. Barbella {resigned})

CL-5 LEAVE OF ABSENCE (unpaid)

Anita Diaz, Senior Account Clerk
Effective July 5, 2018 – September 26, 2018
(District Office)

OTHER

SUBSTITUTE TEACHER (\$115 per diem)

- *John Bochicchio, effective October 22, 2018, student teacher
- *Giovanna Buscomi, effective September 5, 2018, student teacher
- *Jeffrey Cifelli, effective October 22, 2018, student teacher
- *Julie Mancank, effective September 5, 2018, student teacher
- *Jake Salemo, effective September 5, 2018, student teacher
- *Peter Schneider, effective September 4, 2018
- *Brooke Smith, effective September 4, 2018, student teacher

REGENTS REVIEW SUMMER 2018

Biology

*James McCabe

Earth Science

Julia Cardo

SUMMER SCHOOL 2018

Biology

*James McCabe

Earth Science

Julia Cardo

**pending fingerprinting clearance*

SUBJECT: PURCHASING PROCEDURES

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

Purpose

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

Procedures for determining Whether Procurement are Subject to Bidding

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

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

Statutory Exceptions From These Policies and Procedures

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

SUBJECT: PURCHASING PROCEDURES, continued

Methods of Competition to be Used for Non-Bid Procurement

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

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

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

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

Awards to Other Than Lowest Responsible Dollar Offerer

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

SUBJECT: PURCHASING PROCEDURES, continued

Awards on the Basis of Best Value

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

Input from Officers

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

Annual Review

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

Unintentional Failure to Comply

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

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

SUBJECT: PROCUREMENT OF GOODS AND SERVICES

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

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

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

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

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

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

SUBJECT: INSURANCE

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

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

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

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

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

SUBJECT: USE OF SCHOOL-OWNED MATERIALS AND EQUIPMENT

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

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

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

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

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

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

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

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

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

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

Education Law Section 414

SUBJECT: DISTRICTWIDE SAFETY COMMITTEE

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

Powers and Duties of the Districtwide Safety Committee

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

Safety Director: Powers and Duties

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

Complaints and State Inspectors

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

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

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

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

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

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

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

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

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

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (STUDENTS)

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

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

Primary Prevention

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

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

Intervention

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

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

Disciplinary Measures

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

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

Staff Development

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

Implementation, Dissemination and Monitoring

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

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

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

From: Diana Saadat
Sent: Wednesday, June 20, 2018 10:51 AM
To: Wendy Duffy; James Bosse
Cc: Anthony Bridgeman
Subject: Senior Gift

On behalf of the Class of 2018, we would like to present a gift from the class to be placed near Cafeteria A/B at the high school. The class would like to provide:

1. Stainless Steel Filtered Drinking Fountain with Bottle Filling Station - \$1,187.85
2. Twelve replacement filter cartridges - \$674.59

Thank you kindly for considering our gift, we look forward to our students and community being able to benefit from our donation.

Diana Saadat
Jennifer Colonna
Senior Class Advisors

SCHOOL NAME: West Islip Union Free School District (WIUFSD)

ADDRESS: 100 Sherman Ave., West Islip, NY 11795

RESOLUTION OF BOARD OF EDUCATION

WHEREAS, It is the plan of a number of public school districts in Nassau/Suffolk Counties, New York to bid jointly on selected Food Service Commodities, Food and Food Service Supplies for the 2018-19 school year.

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

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

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

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

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

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

DATE: _____

AUTHORIZED
SIGNATURE: _____

TITLE: President of the Board of Education

SCHOOL DISTRICT: WIUFSD

RESOLVED, that the West Islip UFSD shall request an exemption from implementing a school breakfast program in the below listed schools for the 2018-2019 school year. This request is based on documentation indicating a lack of need for such a program on account of previously demonstrated poor average daily participation as well as low participation projections:

Bayview Elementary School
Beach Street Middle School
Manetuck Elementary School
Oquenock Elementary School
Paul J. Bellew Elementary School
Udall Road Middle School

Capital Markets Advisors, LLC

Independent Financial Advisors

WEST ISLIP UFSD FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this ____ day of _____, 2018 by and between the West Islip Union Free School District (the "District") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Ave., Suite 308 Great Neck, New York 11021.

Section 1 Financial Advisory Services

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

- 1.01 Review legal, financial, economic and other information necessary for CMA to advise the District in planning, structuring and otherwise completing each Issue to be undertaken by the District.
- 1.02 Discuss a plan of financing which will include CMA's analysis and recommendations to the District regarding funding requirements, structuring alternatives, marketing, method of sale, security features, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the District and CMA agree should be included in the plan of financing.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the District, including but not limited to: Official Statement, Notice of Sale and Bid Sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations and debt statement.
- 1.04 Upon the request of the District, CMA will assist The District in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee and financial printer, if appropriate.
- 1.05 Prepare and maintain a financing schedule, cost of issue budget, list of participants, and take such other actions requested by the District to efficiently manage each Issue.
- 1.06 Participate in debt sale, confirm net interest cost calculation and make award recommendation.
- 1.07 Assist the District with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.08 Participate in the closing of the Issue and verify receipt of Issue proceeds.
- 1.09 Provide services for Required Continuing Disclosure and Material Event Notice Filing Pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934

The District is obligated to submit to Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system, annually, certain financial information and operating data contained in the pertinent Official Statements under the headings: "Description of the District", "District Indebtedness", "Financial Factors", "Budgetary Procedures", "Litigation", and Appendix B and a copy of the District's audited financial statements for the latest completed fiscal year no later than the 180th day following the end of

Capital Markets Advisors, LLC

Independent Financial Advisors

the fiscal year. The District must continue to submit the aforementioned information as long as it has bonds outstanding or until such time as the District is no longer obligated for such bonds as defined in Rule 15c2-12 of the Securities Exchange Act of 1934. CMA will gather and compile the information and submit it to EMMA at the proscribed time.

In addition, the District is required to report within ten business days, to the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA"), the occurrence of any Material Events as described in the rule cited above.

Section 2 Compensation

2.01 For CMA's performance of services on behalf of the District as described in sections 1.01 through 1.09 hereof, CMA's fee will be as follows:

For Bond Issues: a base fee of \$7,950 plus \$0.50 per each \$1,000 of bonds issued
For Note issues: \$6,000
For Continuing Disclosure Services with prepared OS within past year: \$1,750*
For Continuing Disclosure Services with no prepared OS within past year: \$2,500*
Printing, web hosting, distribution and miscellaneous expenses: Estimated at \$675

*For Continuing Disclosure as required by SEC Rule 15 c 2-12 Inclusive of all required Material Event Filings. These filings will be made in a timely manner by CMA, within the required ten business days following their occurrence, if CMA is notified by the District within seven business days of the occurrence of a Material Event, as defined in the rule cited above.

2.02 The District will pay normal issuance costs such as printing, postage, photocopying, bond counsel, rating agency fees and other associated expenses.

2.03 Payment of CMA's compensation is due within 14 days of receipt of CMA's invoice following the closing of the financing.

Section 3 Term of Agreement

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

Section 4 Disclosure

CMA does not assume the responsibilities of the District, nor the responsibilities of the other professionals and vendors representing the District, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the District. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the District. Information obtained by CMA, either through its own efforts or provided by the District, included in the financing documents, or otherwise provided to the District, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA.

Section 5 Required Regulatory Disclosure

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their the Districts the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange

Capital Markets Advisors, LLC

Independent Financial Advisors

Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory the District brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

Section 6 Binding Effect.

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

Section 7 Modification and Termination

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties. Either the District or CMA can terminate this agreement, with or without cause, on thirty (30) days written notice to the other without incurring any further liability hereunder.

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

Capital Markets Advisors, LLC

West Islip Union Free School District



Richard Tortora
President

By: _____

Name: _____

Title: _____



11 Grace Ave., Suite 308
Great Neck, New York 11021
Phone: 516-487-9815
rtortora@capmark.org

Hi Wendy:

In anticipation of your upcoming reorganization meeting, I have prepared and now attach for review and execution, an agreement between CMA and West Islip Schools for financial advisory services for the District's 2018/19 fiscal year. If the agreement meets with the District's approval, please print out and sign two copies, retain one for your records and return the other to me at my office at 11 Grace Avenue, Suite 308, Great Neck, New York 11021 at your earliest convenience. You may recall that the U.S. Securities and Exchange Commission requires CMA to have a signed, current agreement on file for each of our clients.

On a related note, following Bob Kerr's sudden passing on April 30th, I will be stepping into his role and providing senior management support to Bob's son, Alex, on all of his accounts including West Islip Schools. I have been a financial advisor to school districts in New York State for over 30 years as well as a public finance banker and Bond Attorney. Bob left big shoes to fill but you can be sure that my associates and I will work hard to make sure that your financing needs are addressed attentively and professionally. If you have any questions, please don't hesitate to contact me.

On behalf of all of us here at CMA, I thank you and your Board for giving us the opportunity to assist you as you address the District's financing needs. We enjoy and appreciate our relationship with you and West Islip Schools.

Have a great summer!

Richard

Richard Tortora
President
Capital Markets Advisors, LLC
11 Grace Avenue, Suite 308
Great Neck, New York 11021
(516) 487-9815
rtortora@capmark.org



Office for Business and Technology

580 Winthrop Avenue, Bellmore, NY 11710

(516) 679-2904 • Fax (516) 826-6214 • www.bellmoreschools.org

Mrs. Robin Lufrano Asst. Superintendent for Business & Technology

INVOICE

100 Sherman Avenue
West Islip, N.Y. 11795

DATE: June 15, 2018

STUDENTS	DESCRIPTION	UNIT PRICE	AMOUNT
1	Health Services for students attending St. Elizabeth Ann Seton, Bellmore Campus for the 2017-2018 school year.	\$1,176.01	\$1,176.01

***Please make check payable to:
Bellmore U.F.S.D.
580 Winthrop Avenue
Bellmore, New York 11710
Attn: Pegeen Hyde***

CONTRACT FOR HEALTH SERVICES

THIS AGREEMENT made in duplicate this 12th day of June 2018, by and between the President of the Board of Education as trustee of West Islip Public Schools, Town of Islip, County of Suffolk, N.Y., party of the first part, and the President of the Board of Education as trustee of Bellmore Union School Free District, Town of Hempstead, County of Nassau, N.Y., party of the second part.

WITNESSETH that whereas party of the first part has duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending nonpublic schools in the Bellmore Union Free School District, Town of Hempstead, County of Nassau, N.Y., during the school year.

NOW, therefore, the said party of the first part hereby agrees to pay the party of the second part the sum of \$1,176.01 for health and welfare services to be provided under Section 912 to 1 Child/Children residing in said, West Islip Public Schools, Town of Islip, County of Suffolk, N.Y. and attending nonpublic school in said Bellmore Union Free School District, Town of Hempstead, County of Nassau, N.Y.

And the party of the second part agrees with the party of the first part as follows:

1."That the health and welfare services provided under Section 912 shall consist of the following:

Physician Services
Nurse Services
School Psychological Services
School Speech Therapists

.....Such services may include, but are not limited to all services performed by a physician, nurse, school psychologist, or school speech therapist, and may also include vision and hearing test, and taking of medical histories and the administration of health screening tests, the maintenance of cumulative health records and the administration of emergency care programs for all or injured pupils.....

Authorities in charge of the nonpublic schools:

Supplies and equipment for use by physician, school nurse-teacher, nurse-aides, psychologist, and speech therapist (i.e., Scales, Vision and hearing testing devices, Health record forms, First-Aid supplies, and all other readily transportable equipment and supplies pertaining to delivery of services).

It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching service.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the district Superintendent of Schools.

In Witness Whereof, the parties have hereunto set their hands the day and year above written.

(Trustee or President of Board of Education)

(Party of the First Part)

(Post Office Address)

(Trustee or Clerk of Board of Education)

(Party of the First Part)

(Post Office Address)

Date: _____

Margaret Kelly
Vice (President of Board of Education)

Bellmore Union Free School District

(Party of the Second Part)

580 Winthrop Ave.
Bellmore, N.Y. 11710

(Post Office Address)

Randy Yee
(Clerk of board of Education)

Bellmore Union Free School District

(Party of the Second Part)

580 Winthrop Ave.
Bellmore, N.Y. 11710

(Post Office Address)

Date: 6/12/18

**Strike out terms not applicable

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of **July, 2018**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Access 7 Services, Inc.**, (hereinafter the "CONSULTANT"), having a principal mailing address of 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

A. TERM

1. The term of this Agreement shall be from **July 1, 2018** through **June 30, 2019**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

SEE ATTACHED SERVICES AND RATES

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

D. COMPENSATION

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

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

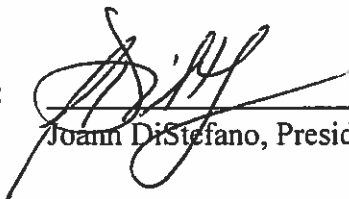
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

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

Access 7 Services, Inc.

West Islip Union Free School District

BY:



Joann DiStefano, President

BY: _____

RATES: Rates for each professional service provider shall be as follows:

Occupational Therapy	30-Minute Individual	\$40
	30-Minute Group	*\$65
	30-Minute Occupational Therapy Consultation (including summary and written recommendation)	\$50
	Individual Screening	\$50
	Evaluation	\$150
	Handwriting Group	\$80/Class
	Kindergarten Push-In	\$80/Class
	60-Minute OT Classroom Consultation	\$90
	CSE Meeting	\$75
	30-Minute Individual Home/Community	\$60
Speech Therapy	30-Minute Individual	\$52
	30-Minute Group	*\$125
	30-Minute Speech Therapy Consultation (including summary and written recommendations)	\$50
	Individual Screening	\$50
	Evaluation	\$225
	Kindergarten Push-In	\$80/Class
	60-Minute Speech Classroom Consultation	\$110
	CSE Meeting	\$75
	30-Minute Individual Home/Community	\$75
Feeding Therapy	30-Minute Individual	\$70
	Feeding Therapy Evaluation	\$250
Sign Language Interpreter	60-Minute (Minimum 2 hours)	\$65
	Evaluation	\$200

Wilson Certified Reading Instructor	40-Minute Individual	\$115
	40-Minute Group	*\$40/student
	Individual Screening	\$75
	40-Minute Individual Home/Community	\$120
	Evaluation	\$300
	CSE Meeting	\$75
Counseling (LSCW)	30-Minute Individual	\$45
	30-Minute Group	*\$75
	30-Minute Individual Home/Community	\$65
	CSE Meeting	\$75
Resource Room	40-Minute Individual	\$45
	40-Minute Group	*\$80
	60-Minute Direct Consult	\$90
	60-Minute Consultation	\$90
	60-Minute Classroom Consultation	\$90
	60-Minute Consultant Teacher Service	\$90
	60-Minute Education Services	\$90
	60-Minute Itinerant Teacher Services	\$90
	60-Minute Home Itinerant Teacher Services	\$90
	60-Minute Special Education Instruction	\$90
	Individual Screening	\$50
	Evaluation	\$200
	CSE Meeting	\$75
	40-Minute Individual Home/Community Instruction	\$60
Translations	60-Minute (Minimum 60 minutes)	\$75
Written Translations	Per page	\$75/page

***Group Sessions:** Group rate is a minimum of 2 students per group. The service provider will bill the district at the Individual rate in the event the minimum number of 2 is not otherwise possible given caseload availability and/or similarity of need as required under Federal and NYS laws and regulations.

BCBA Consultation/Staff Development	60-Minute	\$125
BCBA Autism Consultant	60-Minute	\$125
BCBA Class Consultant	60-Minute	\$125
BCBA Parent Counseling Training	60-Minute	\$125
BCBA Parent Counseling Training Group	60-Minute	\$180
Behavior Intervention Services, Direct Instruction, Educational Support, Extended School Day Services	60-Minute	\$90
BIS Autism Consultant	60-Minute	\$90
BIS Class Consultant	60-Minute	\$90
BIS Consult	60-Minute	\$90
Bilingual Home Based Behavior Intervention Services	60-Minute	\$125
BIS Parent Counseling Training	60-Minute	\$90
BIS Parent Counseling Training Group	60-Minute	\$120
Bilingual Home Based BIS	60-Minute	\$125
Bilingual Parent Counseling Training	60-Minute	\$125
CSE Meeting		\$75
Functional Behavioral Assessments (FBA) & Behavior Intervention Plans (BIP)		\$800
School Psychologist	Full School Day – 6 Hours	\$500
Psychological Evaluation	Psychological Evaluation, Educational Evaluation, and Social History	\$1,400
Psychiatric Evaluation		\$1,600
ADOS Diagnostic Test		\$1,200
Presentations, Trainings, and Workshops	60-Minute Occupational, Physical, Speech Therapy, and School Aides	\$250
Presentations, Trainings, and Workshops	60-Minute Behavior, and Educational	\$400

In Service/Workshops/Seminars**

(See attached list of workshops)

BEHAVIORAL SUPPORT SERVICES

Schools: Elementary School Support
 Middle School Support
 High School Support

SERVICES FOR THE 2018-2019 SCHOOL YEAR:

Service	Hourly Rate	Daily Rate	Weekly Rate
Behavior Support Services includes: A team of BCBA/Behavior Intervention Specialists will provide comprehensive building level behavioral services in multiple classrooms across your district, provide monthly one-hour trainings, and attend all CSE/IST meetings.	\$125.00	\$600.00*	\$2,500.00*
		*Daily rate will save \$150 per day	*Weekly rate will save \$1,250 per week

Board Certified Behavior Analyst (BCBA) Consultant

The Board Certified Behavior Analyst will supervise the programs and strategies implemented by the Behavior Intervention Specialist. The BCBA can conduct and develop or assist your clinical staff with the development of Functional Behavioral Assessments and Behavior Intervention Plans. Your Building BCBA will provide a high level of personalized oversight and support.

Behavior Intervention Specialist

The Behavior Intervention Specialist (BIS) will provide daily building-wide behavior support to your classroom teachers, clinical staff and administrators. Classroom support services include assisting teachers with developing class-wide behavior plans, troubleshooting challenging behavior, and data review and analysis. The building BIS can also be available to assist you with your parent training needs.

Monthly Trainings

A comprehensive series of applied behavior analytic workshops will be presented and tailored to the individual needs of your building staff. Training topics include: instructional techniques for working with the autistic student, how to identify and teach replacement skills, class-wide behavior management systems, and progress tracking.

IST/CSE Attendance

Your BCBA Consultant will be available to attend IST/CSE meetings at your discretion, to lend behavioral support to your school team.

Supplemental Agreement between the
WEST ISLIP UNION FREE SCHOOL DISTRICT
and
ACCESS 7 SERVICES, INC.

Supplemental Agreement dated this 1st day of July, 2018 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Access 7 Services, Inc., (the "Contractor") located at 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

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

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

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.
 - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.
 - b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean the Access 7 Services, Inc.
 - c. "Student" means any person attending or seeking to enroll in an Educational Agency.
 - d. "Student Data" means Personally Identifiable Information of a "Student."
 - e. "Eligible Student" means a Student who is eighteen years or older.

f. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.

g. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.

h. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.

i. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.

j. "Personally Identifiable Information" shall have the following meanings:

i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)

ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

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

a. A student's personally identifiable information cannot be sold or released for any commercial purposes.

b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.

c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

d. A complete list of all student data elements collected by the State is available for public review at

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

or a copy may be obtained by writing to:

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

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

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

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

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

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

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

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

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

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

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

Non-electronic data is stored in a locked cabinet in our
locked office space in a secure office building with 24 hour
surveillance cameras. Electronic data is stored on password protected
computers and stored on our server.

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.

ACCESS 7 SERVICES, INC.

WEST ISLIP UFSD

By: 
Print Name: Joann DiStefano

By: _____
Print Name: _____

Title: President

Title: President, Board of Education

Date: 6/30/18

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2018, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Da Vinci Education & Research, LLC (hereinafter the "CONSULTANT"), having a principal mailing address of 550 North Country Road, Suite B, Saint James, New York 11780.

A. TERM

1. The term of this Agreement shall be from **July 1, 2018** through **June 30, 2019**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

EVALUATIONS, RELATED SERVICES AND PROFESSIONAL DEVELOPMENT AS PER ATTACHED 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.

Da Vinci Education & Research, LLC

West Islip Union Free School District

BY:

 6/19/18
Kerry Leo, Director

BY: _____

President, Board of Education



Assistive Technology
@
Da Vinci Education & Research
2018-2019

RATE SHEET

Services

<u>Full Independent Assistive Technology Evaluation</u>	\$1,750.00
This would be a standalone education-based evaluation created in direct consultation with all pertinent staff, parents, and direct assessment for a specific student. It includes a comprehensive review of documents, artifacts, and facilities to best incorporate recommendations into the student's program. This may include collaboration with staff including interfacing with site visits or structured observation as "eyes and ears". A meeting with CSE or district staff either by phone or in person at a mutually agreed upon time to discuss the report will be included.	
<u>Assistive Technology Consultation</u>	\$200.00
Meet with school district personnel to discuss the specific AT needs of the student. (including CSE participation) up to 1 hour	
<u>Assistive Technology Consultation & Review of Documents</u>	\$750.00
Includes a consultation with school district personnel and review of all related documents. A written report will be included with recommendations.	
<u>Assistive Technology Session with student</u>	\$125.00
(per session: 30-45min) 1:1 with student and/or parent using recommended programs/technology. Support will be provided in-district.	
<u>Assistive Technology Session at Home with student</u>	\$150.00
(1 hour session) 1:1 with student using recommended programs/technology. Support will be provided at our center or at home.	
<u>Assistive Technology Session at Home with parent</u>	\$150.00
(1 hour session) 1:1 with parent recommended programs/technology. Support will be provided at our center or at home	

**Da Vinci Education & Research LLC
Services, Staff Development and Training Packages
2018-2019**

Student Services

Specialized Reading & Language instruction on-site at Da Vinci	\$110/hr
Specialized Reading & Language instruction (in district, 1:1)	\$125/session
Student/Teacher Consultation (including CSE participation)	\$200/hr
Resource Room Services (private or parochial school)	\$50/per half hour session/per child (\$150 max)

Student Assessment/Evaluation

Independent Educational Evaluation	\$2,000
-Complete academic evaluation using standardized measures including assessment of all components of reading, writing, and math. Comprehensive report of findings and suggested recommendations as well as debrief sessions with parent and district included.	
Functional Academic Assessment and Comprehensive Consult	\$1,750
-Includes records review, initial student screening onsite, student classroom observation, summary report of findings and recommendation, post assessment observation and screening onsite.	
Psychological/Educational Evaluations and Psychological Evaluations	TBD
-Available upon request	

Speech-Language Services

Speech Evaluation	\$600
Speech Therapy Session (1:1)	\$50/30 min
Speech Therapy Session (Group-3:1)	\$100/30 min

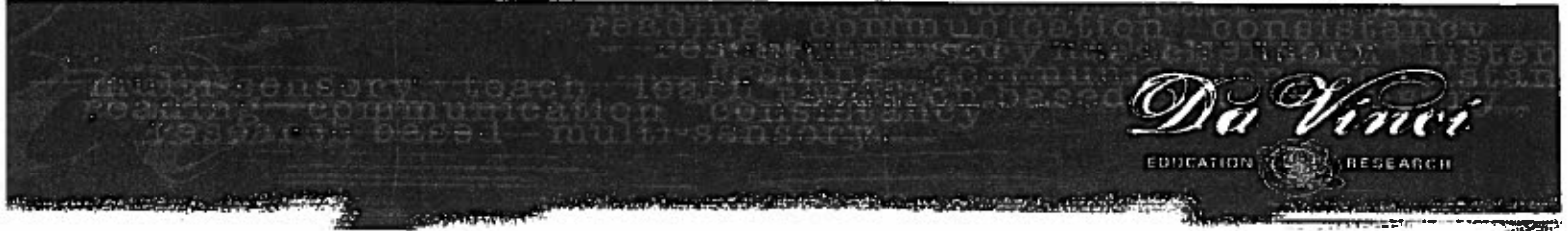
Behavioral Services

Functional Behavior Assessment/Behavior Intervention Plan	\$125/hr
Behavior Consultation (In School)	\$120/hr
Behavior Consultation (In Home)	\$105/hr
Parent Training	\$105/hr
ABA and SEIT Services (Home or School)	\$45/30 min

Professional Development and Training Packages

2 to 3 Hour Superintendent's Conference Day Seminar unlimited participants	\$2,000
2 to 5 Day Customized Staff Development Workshops	\$3,000/day
Daily Consulting Rates	\$2,500/day per consultant

-Workshop rates are for up to 30 participants. Additional participants will be billed at an individual rate.



-Materials & Printing are an additional cost.

Addendum to an Existing Contract

2018-2019 School Year

This document is in reference to a contract agreement dated ___/___/___ between the following parties that are named below in this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

Stated Contract for:

Special Rate Schedule

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

Resource Room will be billed at the rate of \$50.00 per 30 minute individual session per child and \$36.00 per child per 30 minute session for a group of 2-5.

School District Based Evaluations

Speech	\$275
Psychological	\$495
Neuropsychological	\$3,500
Social History	\$110
Psychological/ED	\$825
Education by Psychologist	\$385
Education by Special Educator	\$300

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

Name of Agency: DeVinci Education & Research LLC

Signature 

Print Name Kerry Leo Date 6/19/18

School District: West Islip School District

Signature _____

Print Name _____ Date _____

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

and

DaVinci Education & Research

Supplemental Agreement dated this 1st day of July, 2018 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Da Vinci Education & Research, LLC**(the "Contractor") located at 550 North Country Road, Suite B, St. James, New York 11780.

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

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

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.

b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean the Homecare Therapies, LLC, d/b/a Horizon Healthcare Staffing..

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
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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.]*

DaVinci utilizes GSuiteBusiness to store electronic data. GSuiteBusiness is subject to regular audits by third-party auditors to conform to industry standards. Hard copy documents will be placed in locked filing system.

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.

Da Vinci Education & Research, LLC

WEST ISLIP UFSD

By: 

By: _____

Print Name: Kerry Leo

Print Name: Steven D. Gellar

Title: Director

Title: President, Board of Education

Date: 6/19/18

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2018, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing (hereinafter the "CONSULTANT"), having a principal mailing address of 20 Jerusalem Avenue, 3rd floor, Hicksville, NY 11801.

A. TERM

1. The term of this Agreement shall be from July 1, 2018 through June 30, 2019, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.
4. 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. District agrees not to hire a nurse referred by Horizon Healthcare Staffing within one year of the referral without written permission from Horizon.

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:

**NURSING SERVICES AS PER ATTACHED RATE SHEET
FOR SUMMER AND FALL**

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.

Home Care Therapies, LLC
d/b/a Horizon Healthcare Staffing

West Islip Union Free School District

BY: *Ina Longo, CVI*
Executive Director

BY: _____
President, Board of Education



**Homecare Therapies LLC/dba Horizon Healthcare Staffing
School Services and Rates
2018-2019 School Year**

Registered Nurse (RN)	\$48.75 per hour	- Health Office/Trip
Registered Nurse (RN)	\$49.75 per hour	- 1:1 (Skilled Nursing Services)
Registered Nurse Specialty	\$55.00 per hour	- 1:1 (enhanced nursing services for medically fragile special needs students)
Register Nurse Visit (dispense meds)	\$85.00 per hour	
Licensed Practical Nurse (LPN)	\$39.85 per hour	
Certified Nursing Assistant (CNA)	\$24.00 per hour	
Paraprofessional (HA)	\$22.00 per hour	
Student Transportation ONLY*	\$75.00 per hour	(one hour minimum each way)
Social Worker	\$45.00 per hour	
ABA (Board Certified) Therapist	\$125.00 per 90 minute session	
ABA (non certified)	\$65.00 per hour	
ABA Evaluations	\$125.00	

*This service is only for students needing a nurse on the bus ride to and from school and NOT in school during the day.

If a nurse must stay beyond the scheduled school hours due to an emergency involving the health and well being of a student, Horizon reserves the right to bill School District for the extra time involved.

- If the same nurse works in the School District more than 40 hours in a week, Horizon will bill 1.5 times the rates above to account for overtime.
- The minimum daily school or trip assignment is four (4) hours. School or trip assignments lasting less than four (4) hours will be billed for the entire four (4) hours.
- Visits for specific medical procedures will be billed at the visit rate of \$85/visit.



Related Educational Services
Session Rates

Occupational Therapist (OT)	\$80 per student in a 30-minute session* for 1 or 2 individual sessions at one site \$50 per student in a 30-minute session* for 3 or more individual sessions one site \$37.50 per student in a group of 2:1 \$30 per student in a group of 3 or more \$175 per evaluation \$135 per screening/ consult
Physical Therapist (PT)	\$75 per student in a 30-minute session* for 1 or 2 individual sessions at one site \$45 per student in a 30-minute session* for 3 or more individual sessions at one site \$37.50 per student in a group of 2:1 \$30 per student in a group of 3 or more \$175 per evaluation \$135 per screening/consult
Speech Therapist (ST)	\$80 per student in a 30-minute session* for 1 or 2 individual sessions at one site \$55 per student in a 30-minute session* for 3 or more individual sessions at one site \$45 per student in a group of 2:1 \$40 per student in a group of 3 or more \$175 per evaluation \$155 per screening/ consult

*** Mandates of more than 30 minutes will be prorated.**

**** In the case of a student's unreported absence from a session, School District will be billed for The session unless reasonable notice of the student's absence is given to Horizon.**

Horizon
Healthcare
Staffing



Horizon Group

Related Educational Services
Hourly Rate**

The hourly rate for Physical Therapy, Occupational Therapy and Speech Therapy services is \$90 per hour. There is a four-hour minimum for each assignment.**

****If the same therapist works at the facility more than 40 billable hours during any week, Horizon will bill 1.5 times the rate above to account for overtime.**

**Supplemental Agreement between the
WEST ISLIP UNION FREE SCHOOL DISTRICT
and
Horizon Healthcare**

Supplemental Agreement dated this 1st day of July, 2018 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing (the "Contractor") located at 20 Jerusalem Avenue, 3rd floor, Hicksville, NY 11801.

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

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

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

1. **Defined Terms:** Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.
 - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.
 - b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean the Homecare Therapies, LLC, d/b/a Horizon Healthcare Staffing..
 - 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.]*

*All student data is kept in separation location away from employee traffic. This locked room is accessible only by Senior Staff
(Director of Manual Services) Cabinets are locked in file cabinet
Parents & district may request at anytime to view files*

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.

Home Care Therapies, LLC
d/b/a Horizon Healthcare Staffing

WEST ISLIP UFSD

By: *Tina Longo, CPT*
Print Name: Tina Longo, CPT,
Title: Director of Medical Services
Date: June 8, 2018

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