

**A G E N D A**

**CONGRATULATIONS  
WEST ISLIP HIGH SCHOOL  
CLASS OF**

**2020**

**BOARD OF EDUCATION**

June 11, 2020

Virtual Meeting

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

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

**A G E N D A**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**June 11, 2020**

*Virtual Meeting*

*West Islip, New York*

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *Due to the virtual nature of the meeting, public questions and comments will be accepted at [wi.officeofsuperintendent@wi.k12.ny.us](mailto:wi.officeofsuperintendent@wi.k12.ny.us) or [boe@wi.k12.ny.us](mailto:boe@wi.k12.ny.us).*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the May 19, 2020 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
  - A) Finance Committee {6/11/2020}
  - B) Buildings and Grounds Committee {6/11/2020}
  - C) Special Education Committee {6/10/2020}
  - D) Education Committee {6/11/2020}
  - E) Safety Committee {5/12/2020}
  - F) Health and Wellness Committee {5/12/2020}
- IX. **FINANCIAL MATTERS**
  - A) Treasurer's Report
- X. **BUSINESS ITEMS**
  - A) Approval of Budget Transfers
  - B) Approval of Bids 2/1/2020 to 1/31/2021
    1. #415 Smallwares
    2. #417 Large Kitchen Equipment
  - C) Approval of Bids 7/1/2020 to 6/30/2021
    1. #2001 Electric Repair and Service
    2. #2002 Tree Pruning and Care Services
    3. #2003 Maintenance Service Pneumatic & DDC Control Systems
    4. #2005 Removal of Unwanted Geese and Waterfowl
    5. #2006 Printing
    6. #2007 Refuse Removal
    7. #2008 Athletic Uniforms
    8. #2009 Gasoline for District
    9. #2010 Pest Control Services
    10. #2011 In-Car Driver Education Instruction with Vehicles
  - D) Approval of Bid Rejection Resolution
    1. #2004 Maintenance and Service of Fire Alarm Systems, Maintenance and Repair of Security Alarm Systems, Central Station Monitoring of Security and Fire Systems Bid
  - E) Approval of Resolution
    1. Donation from Suffolk Association \$500 → WIUFSD of School Business Officials

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

- F) Approval of 2020-2021 Contracts
  - 1. Commack UFSD
  - 2. Eastern Suffolk BOCES
  - 3. Hilary Gomes, Ph.D.
  - 4. Home Care therapies, LLC, d/b/a Horizon Healthcare Staffing
  - 5. Theralympic Speech, PLLC

**XI. PRESIDENT'S REPORT**

- A) Approval of General Counsel Services Agreement and Labor Counsel Services Agreement
- B) Approval of Resolution re: Emergency Use of Herbicide
- C) Approval of WITA Lease Agreement
- D) Approval of Teamsters Local 237 MoA re: vacation carryover
- E) Approval of Stipulation of Settlement and Release – Student A
- F) Approval of Special Education Plan 2020-2022

**XII. SUPERINTENDENT'S REPORT**

**XIII. NOTICES/REMINDERS**

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

**XV. INVITATION TO THE PUBLIC** - *Due to the virtual nature of the meeting, public questions and comments will be accepted at [wi.officeofsuperintendent@wi.k12.ny.us](mailto:wi.officeofsuperintendent@wi.k12.ny.us) or [boe@wi.k12.ny.us](mailto:boe@wi.k12.ny.us).*

**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  
May 19, 2020 – Virtual Meeting**

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

ABSENT: None

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

ABSENT: None

ATTORNEY: None

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Meeting was called to order at 7:04 p.m.

**APPROVAL OF MINUTES**

Motion was made by Ron Maginniss, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve the minutes of the May 7, 2020 Regular Meeting.

**ANNOUNCEMENTS:** None

**PERSONNEL**

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve ADMINISTRATIVE: RESIGNATION: Danielle Mammolito, Assistant Principal, effective June 30, 2020.

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve TEACHER: REGULAR SUBSTITUTE: Sarah Clahane, Science, effective May 18, 2020 through June 30, 2020 (Beach Street; Step 1A<sup>1</sup>; Replacing Lynn Larsen {LoA}).

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Luanne Castagna, Senior Office Assistant, effective June 30, 2020 (20 years).

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Kathleen Demco, Bus Driver, effective June 27, 2020 (30 years).

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve miscellaneous IT equipment.

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve Resolution re: Noresco as the successful service provider of the request for proposal for design and implementation of Solar Photovoltaic system.

WHEREAS, the Board of Education of the West Islip Union Free School district ("School District") solicited requests for proposals from energy services companies for the design and implementation of Solar Photovoltaic (Solar PV) systems at all district facilities ("Project") on an Energy Performance Contract basis; and

WHEREAS, the School district received three (3) proposals in response to the request for proposals; and

WHEREAS, based upon review and evaluation of the proposal, the School District Administration and ECG Engineering, P.C. recommend that Noresco proceed with a comprehensive energy audit ("CEA") of the district facilities to determine specific scope of solar PV systems that might be installed under an energy performance contract; and

WHEREAS, Noresco shall proceed with a CEA at no obligation or cost to the School District; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Education of West Islip Union Free School District herewith appoints Noresco as the successful service provider of the request for proposals.

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve 2020-2021 North Babylon Special Education Contract.

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve donation from Suffolk Transportation Services, Inc. - \$3,000 - WIUFSD.

DONATIONS:

WHEREAS, the West Islip Union Free School District is accepting donated funds in the amount of \$3,000 from Suffolk Transportation Service, Inc., which have been donated in recognition of their annual scholarship and in recognition of the 2019 Baseball County Championship and the 2019 Girls Soccer County Championship, to be awarded to students selected by the District.

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve personnel for Annual Meeting ~ School Budget Vote and Trustee Election June 9, 2020.

WHEREAS, the Board of Education of the West Islip Union Free School District approves the Chief Inspector, Elections Inspectors and back-up Election Inspectors at a rate of \$13.00 an hour as listed on the attached memorandum.

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve Resolution re: revision to 2019-2020 Student-Teacher calendar.

Be it resolved that the 2019-2020 Instructional Calendar be amended as included in the backup. Also be it resolved that the modification of the end of the school year apply only to those staff members who were required to work through spring recess.

WHEREAS, on February 7, 2019 the Board of Education of the West Islip UFSD adopted a school calendar which consists of 184 days, three of which were Superintendent's Conference Days; and

May 19, 2020  
Planning Session

WHEREAS, pursuant to Executive Orders 202.1, 202.4, 202.11, 202.14, 202.18 and 202.28, Governor Cuomo ordered the District's schools to close, ordered the District to implement alternative instructional options, and ordered the District to "continue to first use any vacation or snow days remaining"; and

WHEREAS, on April 7, 2020, the State Education Department issued guidance regarding the cancellation of the June 2020 administration of the NYS High School Regents Examination Program; and

WHEREAS, since the District's students will not be taking Regents examinations and since as a result of implementing alternative instructional options during previously scheduled remaining vacation or snow days, the District shall have completed 184 days of instruction, four of which were Superintendent's Conference Days, as of June 19, 2020.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby modifies the District's 2019-20 school calendar to the extent that the last day of instruction shall be June 19, 2020.

Motion was made by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor to adjourn to Executive Session at 7:14 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 7:14 p.m. on motion by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor.

Meeting adjourned at 8:15 p.m. on motion by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock  
District Clerk

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

**PERSONNEL:**

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

*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.*

**TEACHERS**

**T-1**

**TENURE APPOINTMENT**

Danielle Blaise, Library Sciences  
Effective August 31, 2020

Nicole Costa, Special Education  
Effective August 31, 2020

Kristie Ferruzzi, Science  
Effective August 31, 2020

Ryan Jensen, Music  
Effective August 31, 2020

Victoria Kavitt, Music  
Effective August 31, 2020

Vincent Melia, Music  
Effective August 31, 2020

Kristen Newman, Mathematics  
Effective August 30, 2020

Bridget Reilly, Special Education  
Effective August 30, 2020

Danielle Rufrano, English  
Effective September 6, 2020

Ryan Vollmuth, Guidance  
Effective October 11, 2020

Kelly Weisenseel, Mathematics  
Effective August 31, 2020

Janet Wolfe, Art  
Effective August 31, 2020

**Abolishment of Positions**

*Be it resolved, that upon the recommendation of the Superintendent of Schools, effective June 30, 2020, professional positions in the West Islip Public School District be abolished in the Art area (1 full-time position), Elementary area (2 full-time positions), Social Studies (1 full-time position) and Special Education area (1 full-time position) of classification.*

TEACHERS, continued

**T-2            RESIGNATION**

Daniel Formichelli, Science  
Effective August 4, 2020  
(West Islip High School)

**T-3            RETIREMENT**

Robin Cutler, Social Worker  
Effective July 1, 2020  
(West Islip High School)  
(6 years)

**TEACHING ASSISTANTS**

**TA-1            RETIREMENT**

Maryann Burrows, Computer  
Effective July 1, 2020  
(Beach Street)  
(42 years)

**CIVIL SERVICE**

**CL-1            RETIREMENT**

Maria McCarthy, Accountant  
Effective October 3, 2020  
(District Office)  
(2 years)

**CL-2            TERMINATION**

Scott Jenkins, Guard  
Effective June 12, 2020  
(District Wide)

**OTHER**

**SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS  
SUMMER 2020**

Consultant Teacher Direct  
Amy DeJoseph  
Danielle Gick  
Meaghan Johnston  
Rita Manetta  
Daniel Sarfin  
Marissa Villani  
Tonimarie Young

Speech Therapist  
Kathleen Finn  
Amy Schroeder

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**INTEROFFICE MEMO**

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**DATE:** 5/26/20  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATI, K. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS - SMALLWARES

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**Item:** Smallwares (RFP #415 02/01/20 to 01/31/21)  
**Publication:** Nassau/Suffolk Newsday December 16, 2019  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** January 10, 2020  
**Place Of Opening:** Massapequa UFSD  
**Number Of Companies Bidding:** Invited to Bid: 17  
Bidding: 6

**RECOMMENDATION:**

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

Bar Boy	\$ 125.00
Deli Design, Inc	\$1,149.48
J & F Supply	\$ 467.88
Sam Tell Companies	\$ 903.81
TrMark Strategic Equipment	\$ 664.16
WB Mason	\$ 695.19
<b>Total</b>	<b>\$4,005.52</b>

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**INTEROFFICE MEMO**

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**DATE:** 5/26/20  
**TO:** BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS  
**CC:** E. PELLATI, C. KEARNEY  
**FROM:** ROB NOCELLA, PURCHASING AGENT  
**RE:** SEALED BIDS – LARGE KITCHEN EQUIPMENT

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**Item:** Large Kitchen Equipment (RFP #417 02/01/20 to 01/31/21)  
**Publication:** Nassau/Suffolk Newsday December 16, 2019  
**Fund To Be Charged:** Cafeteria  
**Bid Opening:** January 10, 2020  
**Place Of Opening:** Massapequa UFSD  
**Number of Companies Bidding:** Invited to Bid: 18  
Bidding: 6

**RECOMMENDATION:**

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

Bar Boy	\$ 320.00
Deli Design, Inc.	\$ 810.00
J & F Supplies	\$ 475.00
Sam Tell Companies	\$ 219.36
TriMark Strategic Equipment	\$ 290.00
<b>Total</b>	<b>\$2,114.38</b>

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** ELECTRICAL REPAIR AND SERVICES

**DATE:** 5/29/2020

**CC:** E. PELLATI, J. BOSSE

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A request for sealed bids for Electrical Repairs and Services was advertised in Newsday and the Islip Bulletin on Thursday, April 30, 2020. The bid was also advertised on the West Islip District website..

A total of Eighteen (18) bids were mailed to prospective bidders. A total of eleven (11) bids were returned. These eleven (11) bids were opened on May 18, 2020.

**RECOMMENDATION:**

Based on low bid meeting specifications it is recommended that the contract for Electrical Repair and Service be awarded to:

**Emerald Electric and Solar, Inc.**

Please see the attached spreadsheet for details with regards to all bidders. Please contact me with any questions.

**West Islip UFSD  
Electrical Repair and Service  
Bid #2001 5/18/20**

	<u>Emerald Electric</u>	<u>Polaris Electric</u>	<u>Valente Electric</u>	<u>Bott Electric</u>	<u>Palace Electric</u>	<u>Rolands Electric</u>	<u>J.C. Electric</u>	<u>Empire Electric</u>	<u>New York Trenchless</u>	<u>Eidor Contract.</u>	<u>Bancker Electric</u>
<b>Electrical Maintenance Rate/Hr.</b>											
Foreman	\$ 70.00	\$ 78.00	\$ 82.29	\$ 89.50	\$ 95.50	\$ 101.00	\$ 108.80	\$ 115.00	\$ 120.00	\$ 139.00	\$ 162.00
Mechanic	\$ 70.00	\$ 75.00	\$ 78.07	\$ 89.50	\$ 94.00	\$ 85.50	\$ 91.80	\$ 111.00	\$ 102.00	\$ 138.00	\$ 133.00
Helper	\$ 50.00	\$ 59.00	\$ 42.57	\$ 89.50	\$ 42.00	\$ 40.65	\$ 91.80	\$ 75.00	\$ 40.00	\$ 89.00	\$ 108.50
<b>Electrical Wireman Rate/Hr.</b>											
Foreman	\$ 92.00	\$ 128.00	\$ 108.80	\$ 120.00	\$ 122.00	\$ 120.75	\$ 108.80	\$ 130.00	\$ 120.00	\$ 139.00	\$ 162.00
Mechanic	\$ 92.00	\$ 125.00	\$ 102.69	\$ 120.00	\$ 120.00	\$ 117.50	\$ 91.80	\$ 129.00	\$ 115.00	\$ 138.00	\$ 133.00
Helper	\$ 70.00	\$ 59.00	\$ 42.18	\$ 120.00	\$ 45.00	\$ 46.50	\$ 91.80	\$ 79.00	\$ 40.00	\$ 89.00	\$ 108.50
<b>Billing for Parts and Materials</b>											
Contractor's Certified Cost +	5%	7%	10%	10%	17%	12.5%	30%	10%	10%	12.75%	10%
<b>Prompt Payment Discount</b>	0%	0%	1%	2%	0%	0%	4%	2%	2.0%	0%	1%

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** TREE PRUNING AND CARE SERVICES

**DATE:** 5/29/2020

**CC:** E. PELLATI, J. BOSSE

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A request for sealed bids for Tree Pruning and Care Services for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, April 30, 2020. The bid was also advertised on the West Islip website.

A total of Thirteen (13) bids were mailed to prospective bidders. A total of two (2) were returned. These two (2) bids were opened on May 18, 2020.

**RECOMMENDATION:**

Based on an analysis of the district's spending patterns it has been determined the categories of work the district has required has primarily involved tree pruning and tree removal.

Based on low bid meeting specifications that the contract for Tree Pruning and Care Services be awarded to:

**Dom's Lawnmaker, Inc.**

Please see the attached spreadsheet for details with regard to all bidders. Please contact me with any questions.

**West Islip UFSD  
Tree Pruning and Care Services  
Bid # 2002 5/18/20**

	Dom's Lawmaker, Inc.			Quintal Contracting Corp.		
<u>Labor &amp; Equip. Rate</u>	Rate	Prompt Pay	Net Rate	Rate	Prompt Pay	Net Rate
<u>Tree Pruning</u>						
Price/Hr. Crew & Equipment	\$ 598.00	2%	\$ 586.04	\$ 625.00	2%	\$ 612.50
Price/Day Crew & Equipment	\$ 4,786.00	2%	\$ 4,690.28	\$ 4,875.00	2%	\$ 4,777.50
Price/Week Crew & Equipment	\$ 21,129.00	2%	\$ 20,706.42	\$ 24,987.00	2%	\$ 24,487.26
<u>Tree Removal</u>						
Price/Hr. Crew & Equipment	\$ 598.00	2%	\$ 586.04	\$ 625.00	2%	\$ 612.50
Price/Day Crew & Equipment	\$ 4,786.00	2%	\$ 4,690.28	\$ 4,875.00	2%	\$ 4,777.50
Price/Week Crew & Equipment	\$ 21,129.00	2%	\$ 20,706.42	\$ 24,875.00	2%	\$ 24,377.50
<u>Labor</u>						
Price/Hour	\$ 158.00	2%	\$ 154.84	\$ 139.00	2%	\$ 136.22
Price/Day	\$ 1,264.00	2%	\$ 1,238.72	\$ 1,250.00	2%	\$ 1,225.00
Price/Week	\$ 6,320.00	2%	\$ 6,193.60	\$ 6,250.00	2%	\$ 6,125.00
<u>Fertilization</u>						
Price/Hour Applicator No Equip.	\$ 135.00	2%	\$ 132.30	\$ 145.00	2%	\$ 142.10
Price/Day Applicator No Equip.	\$ 1,080.00	2%	\$ 1,058.40	\$ 1,100.00	2%	\$ 1,078.00
Price/Hour Applicator w/Equip.	\$ 280.00	2%	\$ 274.40	\$ 320.00	2%	\$ 313.60
Price/Day Applicator w/Equip.	\$ 2,240.00	2%	\$ 2,195.20	\$ 2,350.00	2%	\$ 2,303.00
Fertilizer = Cert. Cost + %	10%			15%		
			Prompt Pay Discount - 2%			Prompt Pay Discount - 2%

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** MAINTENANCE SERVICE FOR PNEUMATIC AND DDC CONTROL SYSTEMS

**DATE:** 5/29/2020

**CC:** E. PELLATI, J. BOSSE

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A request for sealed bids for Maintenance Service for Pneumatic & DDC Control Systems for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, April 30, 2020. The bid was also advertised on the West Islip website.

A total of Twelve (12) bids were mailed to prospective bidders. A total of two (2) were returned. These two (2) bids were opened on May 18, 2020.

**RECOMMENDATION:**

Based on low bid meeting specifications that the contract for Maintenance Service for Pneumatic and DDC Control Systems is awarded to:

**Cardinal Control Systems, Inc.**

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

**West Islip UFSD**  
**Maintenance Service Pneumatic & DDC Control Systems**  
**Bid # 2003 5/18/20**

<u>Rate</u>	<u>Cardinal Controls</u>	<u>Commercial Instrumen.</u>
Yearly Base Contract Price	\$ 22,425.00	\$ 25,000.00
<b>Labor Rate:</b> <i>(Work Done Beyond Contract)</i>		
Mechanic/Hourly Rate	\$ 128.00	\$ 105.00
Helper(Apprentice)/Hourly Rate	\$ 60.00	\$ 95.00

**Parts and Materials will be billed at Contractor's Certified Cost + \_\_\_\_\_ %**  
 Cardinal Controls 20%  
 Commercial Instrum. 25%

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** REMOVAL OF UNWANTED GEESE AND WATERFOWL

**DATE:** 5/27/2020

**CC:** E. PELLATI, J. BOSSE

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A request for sealed bids for Removal of Unwanted Geese and Waterfowl was advertised in Newsday and the Islip Bulletin on Thursday, April 30, 2020. This bid was also advertised on the West Islip District website.

A total of Five (5) bids were mailed to prospective bidders. A total of three (3) were returned. The three (3) bids were opened on May 19, 2020.

**RECOMMENDATION:**

Based on low bid meeting specifications that the contract for Removal of Unwanted Geese and Waterfowl is awarded to:

**Long Island Geese Control, Inc.**

Please see the attached spreadsheet for details with regard to all bidders. Please contact me with any questions.

**West Islip UFSD**  
**Removal of Unwanted Geese and Waterfowl**  
**Bid #2005, 5/19/20**

<u>Service</u>	<u>L.I.</u> <u>Geese</u>	<u>Geese</u> <u>Chasers</u>	<u>Environmental</u> <u>Geese Control</u>
Annual Contract to Control Geese and Waterfowl	\$ 10,740.00	\$ 15,600.00	\$ 24,000.00

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** PRINTING BID AWARD

**DATE:** 5/27/2020

**CC:** E. PELLATI, P. DENNINGER

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A request for sealed bids to print the District Newsletters, District Budget Brochure, Graduation Newsletter, Adult Education Brochure, Health and Wellness Newsletter and Postcard Mailer for the 2020-2021 school year was advertised in Newsday and the Islip Bulletin on Thursday, April 30, 2020. The bid was also advertised on the West Islip website.

A total of nineteen (19) bid applications were mailed to prospective bidders. A total of nine (9) bids were returned. These nine (9) bids were opened on May 19, 2020.

**RECOMMENDATION:**

The printing of the District Newsletters, District Budget Brochure, Graduation Newsletter, Adult Education Brochure Health and Wellness Newsletters and Postcard Mailer be awarded to the vendor listed below on the basis of low bid meeting specifications:

**Tobay Printing Company, Inc.**

Please see the attached spreadsheet for details with regard to all bidders. Please contact me with any questions.

Company	District Newsletter (2X/Yr)		District Budget Brochure (1X/Yr)		Graduation Newsletter (1X/Yr)	
	2 Color	Additional Charges	2 Color	Additional Charges	2 Color	Additional Charges
Tobay	\$ 800.00	\$ 0	\$ 750.00	\$ 0	\$ 1,350.00	\$ 0
All Color	\$ 1,045.00	\$ 0	\$ 895.00	\$ 0	\$ 1,595.00	\$ 0
R & J Graphics, Inc	\$ 1,300.00	\$ 0	\$ 895.00	\$ 0	\$ 1,995.00	\$ 0
Premium Productions	\$ 1,341.00	\$ 0	\$ 1,170.00	\$ 0	\$ 2,592.00	\$ 0
Courier Printing	\$ 1,526.00	\$ 0	\$ 1,220.00	\$ 0	\$ 1,770.00	\$ 0
Indiana Printing	\$ 1,413.90	\$ 0	\$ 1,143.02	\$ 0	\$ 2,995.58	\$ 0
Graphic Image	\$ 1,823.00	\$ 0	\$ 1,390.00	\$ 0	\$ 2,735.00	\$ 0
Concept Print	\$ 1,975.95	\$ 0	\$ 1,140.00	\$ 0	\$ 3,399.50	\$ 0
Nittany Valley	\$ 2,956.00	\$ 0	\$ 1,820.00	\$ 0	\$ 3,086.00	\$ 0
<b>Total</b>						

Company	Total Cost
Tobay	\$ 7,732.00
All Color	\$ 9,560.00
R & J Graphics	\$ 10,460.00
Premium Productions	\$ 12,393.00
Courier Printing	\$ 12,540.00
Indiana Printing	\$ 13,463.31
Graphic Image	\$ 15,131.00
Concept Print	\$ 15,501.40
Nittany Valley	\$ 21,358.00

Adult Ed Brochure (2X/Yr)			Health & Wellness (2X/Yr)			Postcard Mailer (1X/Yr)		
1 Color	Additional Charges	Total	2 Color	Additional Charges	Total	Color	Additional Charges	Total
\$ 925.00	\$ 0	\$ 925.00	\$ 750.00	\$ 0	\$ 750.00	\$ 682.00	\$ 0	\$ 682.00
\$ 1,295.00	\$ 0	\$ 1,295.00	\$ 895.00	\$ 0	\$ 895.00	\$ 600.00	\$ 0	\$ 600.00
\$ 1,195.00	0	\$ 1,195.00	\$ 895.00	0	\$ 895.00	\$ 790.00	\$ 0	\$ 790.00
\$ 1,377.00	\$ 0	\$ 1,377.00	\$ 1,170.00	\$ 0	\$ 1,170.00	\$ 855.00	\$ 0	\$ 855.00
\$ 1,307.00	\$ 0	\$ 1,307.00	\$ 1,220.00	\$ 0	\$ 1,220.00	\$ 1,444.00	\$ 0	\$ 1,444.00
\$ 1,622.23	\$ 0	\$ 1,622.23	\$ 1,157.62	\$ 0	\$ 1,157.62	\$ 937.21	\$ 0	\$ 937.21
\$ 1,745.00	\$ 0	\$ 1,745.00	\$ 1,390.00	\$ 0	\$ 1,390.00	\$ 1,090.00	\$ 0	\$ 1,090.00
\$ 1,240.00	\$ 0	\$ 1,240.00	\$ 1,690.00	\$ 0	\$ 1,690.00	\$ 1,150.00	\$ 0	\$ 1,150.00
\$ 2,350.00	\$ 0	\$ 2,350.00	\$ 1,980.00	\$ 0	\$ 1,980.00	\$ 1,880.00	\$ 0	\$ 1,880.00

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADIETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** REFUSE REMOVAL BID AWARD

**DATE:** 5/28/2020

**CC:** E. PELLATI, J. BOSSE

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A request for sealed bids to provide refuse removal services for the district was advertised in Newsday and the Islip Bulletin on Thursday, April 30, 2020. The bid was also advertised on the West Islip website.

A total of eight (8) bid proposals were mailed to prospective bidders. A total of three (3) bids were returned. These three (3) bids were opened on May 20, 2020.

**RECOMMENDATION:**

Based on low bid meeting specifications that the contract for Refuse Removal is awarded to:

**Winters Bros. Hauling of Long Island, LLC**

Please see the attached spreadsheet for details with regard to all bidders. Please contact me with any questions.

**West Islip UFSD  
Refuse Removal Bid  
Bid # 2007 5/20/20**

<u>Company</u>	<u>Combined Price*</u>
Winters Bros. Hauling of Long Island, LLC	\$ 112,512.99 **
Maggio Environmental, LLC	\$ 126,840.00
National Waste Services, LLC	\$ 276,208.00

*\*Combined Price includes Pick up of all:*

Trash

Recyclable Cardboard

Paper Products Removal

Recyclable Glass, Plastics and Cans

\*\*Winters Bros. has also agreed to credit the West Islip UFSD one (1) month of service this year (2019-2020) due to the Corona Virus and unrealized service. This amount should be approximately \$7,700.00

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** ATHLETIC UNIFORMS

**DATE:** 5/29/2020

**CC:** E. PELLATI, T. HORAN

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A request for sealed bids for Athletic Uniforms for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, April 30, 2020. This bid was also advertised on the West Islip website.

A total of Twelve (12) bids were mailed to prospective bidders. A total of five (5) bids were returned. The five (5) bids were opened on May 20, 2020.

**RECOMMENDATION:**

Based on low bid meeting specifications that the contract for Athletic Uniforms is awarded to:

<b>Port Jefferson Sports</b>	<b>Total Cost (Boy's Varsity Basketball, Boy's Varsity Volleyball, Girl's Varsity Volleyball, Boy's Varsity Tennis, Girl's Varsity Tennis, Boy's Varsity Track, Boy's Varsity Lacrosse)</b>	<b><u>\$16,683.78</u></b>
<b>Murphy's Sports</b>	<b>Total Cost (Middle School Baseball):</b>	<b><u>\$ 1,017.00</u></b>
<b>Muddy Locker Sports</b>	<b>Total Cost (Middle School Boy's Lacrosse, Middle School Football)</b>	<b><u>\$ 5,760.00</u></b>
<b>Varsity Spirit</b>	<b>Total Cost (Varsity Cheerleading):</b>	<b><u>\$ 3,929.25</u></b>

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

**West Islip UFSD  
Athletic Uniforms  
Bid #2008, May 20, 2020**

<u>Category</u>	<u>Quantity</u>	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
<b>Varsity Boy's Basketball</b>						
Under Armour #UA-UKJBSM						
Jersey (Home)						
Small	2	\$ 42.70	\$ 44.75	\$ 64.50	No Bid	No Bid
Medium	5	\$ 42.70	\$ 44.75	\$ 64.50		
Large	5	\$ 42.70	\$ 44.75	\$ 64.50		
XLarge	5	\$ 42.70	\$ 44.75	\$ 64.50		
<b>Total</b>		<b>\$ 725.90</b>	<b>\$ 760.75</b>	<b>\$ 1,096.50</b>	<b>\$ -</b>	<b>\$ -</b>

<u>Category</u>	<u>Quantity</u>	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
<b>Varsity Boy's Basketball</b>						
Under Armour #UA-UKJBSM						
Jersey (Away)						
Small	2	\$ 42.70	\$ 44.75	\$ 64.50	No Bid	No Bid
Medium	5	\$ 42.70	\$ 44.75	\$ 64.50		
Large	5	\$ 42.70	\$ 44.75	\$ 64.50		
XLarge	5	\$ 42.70	\$ 44.75	\$ 64.50		
<b>Total</b>		<b>\$ 725.90</b>	<b>\$ 760.75</b>	<b>\$ 1,096.50</b>	<b>\$ -</b>	<b>\$ -</b>

<u>Category</u>	<u>Quantity</u>	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
<b>Varsity Boy's Basketball</b>						
Under Armour #UA-UJKSBSM						
Shorts (Home)						
Small	2	\$ 42.70	\$ 44.50	\$ 63.40	No Bid	No Bid
Medium	5	\$ 42.70	\$ 44.50	\$ 63.40		
Large	5	\$ 42.70	\$ 44.50	\$ 63.40		
XLarge	5	\$ 42.70	\$ 44.50	\$ 63.40		
<b>Total</b>		<b>\$ 725.90</b>	<b>\$ 756.50</b>	<b>\$ 1,077.80</b>	<b>\$ -</b>	<b>\$ -</b>

**Category**  
**Varsity Boy's Basketball**  
 Under Armour #UA-UJKSBSM  
 Shorts (Away)

	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
2	\$ 42.70	\$ 44.50	\$ 43.40	No Bid	No Bid
5	\$ 42.70	\$ 44.50	\$ 63.40		
5	\$ 42.70	\$ 44.50	\$ 63.40		
5	\$ 42.70	\$ 44.50	\$ 63.40		
<b>Total</b>	<b>\$ 725.90</b>	<b>\$ 756.50</b>	<b>\$ 1,037.80</b>	<b>\$ -</b>	<b>\$ -</b>

*Sub Riddell HP*

**Category**  
**Varsity Boy's Basketball**  
 Triecta #UTUKT640M  
 Shooter Shorts

	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
2	\$ 30.99	\$ 26.95	No Bid	No Bid	No Bid
5	\$ 30.99	\$ 26.95			
5	\$ 30.99	\$ 26.95			
5	\$ 30.99	\$ 26.95			
<b>Total</b>	<b>\$ 526.83</b>	<b>\$ 458.15</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*\*\*NOTE  
 Murphy's has indicated "BLANK"

**Category**  
**Varsity Boy's Volleyball**  
 Nike #NK867770  
 Jersey

	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
5	\$ 43.55	No Bid	No Bid	No Bid	No Bid
5	\$ 43.55				
5	\$ 43.55				
5	\$ 43.55				
<b>Total</b>	<b>\$ 871.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Category

**Varsity Boys Vball - Libero**

Nike #NK867770

Jersey

Medium

XLarge

	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
2	\$ 43.55	No Bid	No Bid	No Bid	No Bid
1	\$ 43.55				
Total	\$ 130.65	\$ -	\$ -	\$ -	\$ -

Category

**Varsity Boy's Volleyball**

Nike #NK867772

Shorts

XSmall

Small

Medium

Large

	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
5	\$ 43.55	No Bid	No Bid	No Bid	No Bid
5	\$ 43.55				
5	\$ 43.55				
5	\$ 43.55				
Total	\$ 871.00	\$ -	\$ -	\$ -	\$ -

Category

**Varsity Girl's Volleyball**

Nike - #NK915025

Jersey

Small

Medium

Large

XLarge

XXLarge

	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
2	\$ 49.99	No Bid	<i>Sub</i> Riddell <i>HP</i>	No Bid	No Bid
8	\$ 49.99		\$ 39.59		
8	\$ 49.99		\$ 39.59		
3	\$ 49.99		\$ 29.59		
1	\$ 49.99		\$ 39.59		
Total	\$ 1,099.78	\$ -	\$ 752.21	\$ -	\$ -

Category

Varsity Girl's Vball - Libero

Nike #NK915025

Jersey

Small

Medium

	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
	No Bid	No Bid	No Bid	No Bid	No Bid
1	\$ 49.99				
1	\$ 49.99				
Total	\$ 99.98	\$ -	\$ -	\$ -	\$ -

Category

Varsity Boy's Tennis

Under Armour #UA1300123

Fleece Hoody

Small

Medium

Large

Xlarge

XXLarge

	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
			<b>Sub</b>		
			<b>Augusta</b>		
			<b>5505</b>		No Bid
2	\$ 32.99	\$ 33.95	\$ 23.16	\$ 33.75	
2	\$ 32.99	\$ 33.95	\$ 23.16	\$ 33.75	
3	\$ 32.99	\$ 33.95	\$ 23.16	\$ 33.75	
3	\$ 32.99	\$ 33.95	\$ 23.16	\$ 33.75	
2	\$ 32.99	\$ 33.95	\$ 23.16	\$ 33.75	
Total	\$ 395.88	\$ 407.40	\$ 277.92	\$ 405.00	\$ -

Category

Varsity Girls Tennis

Asics #TE2523

Dress - All White

XSmall

Small

Medium

Large

Xlarge

	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
1	\$ 33.58	No Bid	No Bid	No Bid	No Bid
4	\$ 33.58				
6	\$ 33.58				
5	\$ 33.58				
3	\$ 33.58				
Total	\$ 638.02	\$ -	\$ -	\$ -	\$ -

Category

**Varsity Girls Tennis**

Asics #TE2523

Dress - Royal w/White Inserts

XSmall

1	\$	33.58	No Bid				
Total	\$	33.58	\$	\$	\$	\$	\$

Category

**Varsity Kickline**

Varsity Spirit Custom

Dance Dress

Small

Medium

Large

XLarge

7	No Bid	157.17				
10						157.17
5						157.17
3						157.17
Total	\$	-	\$	\$	\$	\$ 3,929.25

Category

**Varsity Boy's Track**

Nike NK835957

Tank Top

Small

Medium

Large

XLarge

15	\$	26.67	No Bid	No Bid	No Bid	No Bid
40	\$	26.67				
20	\$	26.67				
5	\$	26.67				
Total	\$	2,133.60	\$	\$	\$	\$

**Category**

**Varsity Boy's Track**

Nike #NK835956

Shorts - Race Day

Small

Medium

Large

XLarge

	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
5	\$ 26.67	No Bid	No Bid	No Bid	No Bid
10	\$ 26.67				
7	\$ 26.67				
2	\$ 26.67				
Total	\$ 640.08	\$ -	\$ -	\$ -	\$ -

**Category**

**Varsity Boy's Track**

Nike #NK835877

Shorts

Small

Medium

Large

XLarge

	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
10	\$ 24.98	No Bid	<b>Sub</b> Riddell HP \$ 26.49	No Bid	No Bid
28	\$ 24.98		\$ 26.49		
15	\$ 24.98		\$ 26.49		
3	\$ 24.98		\$ 26.49		
Total	\$ 1,398.88	\$ -	\$ 1,483.44	\$ -	\$ -

**Category**

**Varsity Boy's Lacrosse**

Nike #NK881249

Jersey - Home

Medium

Large

XLarge

XXLarge

	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
15	\$ 68.99	No Bid	No Bid	No Bid	No Bid
18	\$ 68.99				
10	\$ 68.99				
2	\$ 68.99				
Total	\$ 3,104.55	\$ -	\$ -	\$ -	\$ -

<u>Category</u>	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
<b>Varsity Boy's Lacrosse</b>					
Nike #NK881249					
Jersey - Away					
Medium	15	No Bid	No Bid	No Bid	No Bid
Large	18				
XLarge	10				
XXLarge	2				
Total	\$ 3,104.55	\$ -	\$ -	\$ -	\$ -

<u>Category</u>	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
<b>Varsity Boy's Lacrosse</b>					
Nike #NK881251					
Shorts					
Medium	18	No Bid	No Bid	No Bid	No Bid
Large	18				
XLarge	7				
XXLarge	2				
Total	\$ 2,519.55	\$ -	\$ -	\$ -	\$ -

<u>Category</u>	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Muddy Locker</u>	<u>Varsity Spirit</u>
<b>Middle School Boy's Lacrosse</b>					
Power Tek #50135					
Jersey					
Small	20				No Bid
Medium	32				
Large	20				
XLarge	4				
XXLarge	4				
Total	\$ 5,279.20	\$ 4,396.00	\$ 4,028.00	\$ 1,900.00	\$ -

**Category**  
**Middle School Boy's Lacrosse**

Power Tek #10130

	BSN Sports	Murphy's Sports	Riddell All Amer.	Muddy Locker	Varsity Spirit
Shorts			<b>Sub Riddell HP</b>		No Bid
Small	\$ 29.99	\$ 25.50	\$ 49.88	\$ 19.00	
Medium	\$ 29.99	\$ 25.50	\$ 49.88	\$ 19.00	
Large	\$ 29.99	\$ 25.50	\$ 49.88	\$ 19.00	
Xlarge	\$ 29.99	\$ 25.50	\$ 49.88	\$ 19.00	
Total	\$ 2,399.20	\$ 2,040.00	\$ 3,990.40	\$ 1,520.00	\$ -

**Category**  
**Middle School Baseball**

Don Allison #506HC

	BSN Sports	Murphy's Sports**	Riddell All Amer.	Muddy Locker	Varsity Spirit
Jersey		<b>Sub Allison 5081B</b>	<b>Sub Allison 506CH</b>		No Bid
Small	\$ 27.96	\$ 16.95	\$ 16.50	\$ 29.00	
Medium	\$ 27.96	\$ 16.95	\$ 16.50	\$ 29.00	
Large	\$ 27.96	\$ 16.95	\$ 16.50	\$ 29.00	
Xlarge	\$ 27.96	\$ 16.95	\$ 16.50	\$ 29.00	
Total	\$ 1,677.60	\$ 1,017.00	\$ 990.00	\$ 1,740.00	\$ -

**\*\*Note:**  
 Tim Horan would like to the "Sub" in this category

**Category**  
**Middle School Football**

Rawlings #FJ147

	BSN Sports	Murphy's Sports	Riddell All Amer.	Muddy Locker	Varsity Spirit
Jersey		<b>Sub Rawlings FJPR1</b>	<b>Sub Riddell PJME</b>		No Bid
Small	\$ 18.49	\$ 19.50	\$ 15.00	\$ 30.00	
Medium	\$ 18.49	\$ 19.50	\$ 15.00	\$ 30.00	
Large	\$ 18.49	\$ 19.50	\$ 15.00	\$ 30.00	
Xlarge	\$ 18.49	\$ 19.50	\$ 15.00	\$ 30.00	
XXLarge	\$ 18.49	\$ 19.50	\$ 15.00	\$ 30.00	
Total	\$ 1,664.10	\$ 1,755.00	\$ 1,170.00	\$ 2,340.00	\$ -

**Grand Total \$ 16,683.78 \$ 1,017.00 \$ 5,760.00 \$ 3,929.25**

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** GASOLINE FOR DISTRICT VEHICLES BID AWARD

**DATE:** 5/27/20

**CC:** ED. PELLATI, J. BOSSE

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A request for sealed bids for Gasoline for District Vehicles (#2009) for the 2020-2021 school year was advertised in Newsday and the Islip Bulletin on Thursday, May 2, 2019. This bid was also advertised on the West Islip website.

A total of eight (8) bid applications were mailed to prospective bidders. A total of one (1) bid was returned. The one (1) bid was opened on May 20, 2020.

**RECOMMENDATION:**

Based on low bid meeting specifications that the contract to supply gasoline for district vehicles be awarded to **Sprague Operating Resources, LLC**.

<u>Bidder</u>	<u>87 Octane*</u>	<u>89 Octane*</u>	<u>Diesel*</u>
Sprague	\$1.2999/Gal	\$1.4918/Gal	\$2.0248/Gal

Sprague operates through USA at 410 Montauk Highway, West Islip and through Union 76 at 564 Montauk Highway, West Islip.

*\*Note- Pricing as of 5/18/20*

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** PEST CONTROL SERVICES DISTRICTWIDE

**DATE:** 5/28/2020

**CC:** E. PELLATI, J. BOSSE

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A request for sealed bids for Pest Control Services Districtwide was advertised in Newsday and the Islip Bulletin on Thursday, April 30, 2020. The bid was also advertised on the West Islip District website.

A total of Fifteen (15) bids were mailed to prospective bidders. A total of two (2) bids were returned. These two (2) bids were opened on May 21, 2020.

**RECOMMENDATION:**

Based on low bid meeting specifications it is recommended that the contract for Pest Control Services Districtwide be awarded to:

**Parkway Pest Services**

Please see the attached spreadsheet for details with regards to all bidders. Please contact me with any questions.

**West Islip UFSD**  
**Pest Control Services Districtwide**  
**Bid #2010, May 21, 2020**

<u>Service</u>	<u>Parkway</u>	<u>Select</u>
Annual Pest Control District Service Contract (Service - all schools 1X/Month High School 4X/Month)	\$ 9,900.00	\$ 11,400.00

<u>Additional Services</u>	<u>Per 100 LF</u>	<u>Per 100 LF</u>
Termites, Carpenter Ants nesting within structures	\$ 8.00	\$ 500.00

Re-baiting Existing Sentricon-Type Systems	\$ 3.50	\$ 300.00
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<u>Additional Specialty Work</u>	<u>Per Hour</u>	<u>Per Hour</u>
While in District Monthly	\$ 85.00	\$ 125.00
Special Visit	\$ 105.00	\$ 125.00

LF - Linear Foot

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** IN-CAR DRIVER EDUCATION INSTRUCTION WITH VEHICLES

**DATE:** 5/28/2020

**CC:** E. PELLATI, T. HORAN

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A request for sealed bids for In-Car Driver Education Instruction with Vehicles for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, April 30, 2020.. The bid was also advertised on the West Islip website.

A total of Eight (8) bids were mailed to prospective bidders. A total of one (1) was returned. The one (1) bid was opened on May 21, 2020.

**RECOMMENDATION:**

Based on low bid meeting specifications that the contract for In-Car Driver Education Instruction with Vehicles is awarded to:

**Suffolk Auto Driving School**

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

**West Islip UFSD  
In-Car Driver Education with Vehicles  
Bid #2011, 5/21/20**

<u>Vendor</u>	<u>Price per Student 7/20 - 6/21</u>	<u>Prompt Pay Discount</u>	<u>Final price Student</u>	<u>Total Cost Year</u>	<u>Increase</u>
<b>Suffolk Auto Driving School</b>	\$ 294.95	0	\$ 294.95		
<b>Note:</b>					
<b>Cost Comparison</b>					
<b>Present Vendor: Suffolk Auto Driv.Sch.</b>	<u>Price per Student</u> 258.99	<u>96 Students</u> \$ 24,863.04	<u>48 Students</u> \$ 12,431.52	<u>96 Students</u> \$ 24,863.04	<u>62,157.60</u>
<b>2020 Bid Winner: Suffolk Auto Driv.Sch.</b>	\$ 295.94	\$ 28,410.24	\$ 14,205.12	\$ 28,410.24	\$ 71,025.60
					<b>\$ 8,868.00</b>

**RESOLUTION: Maintenance and Service of Fire Alarm Systems, the Maintenance and Repair of Security Alarm Systems and Central Station Monitoring of Security and Fire Systems Bid**

**BE IT RESOLVED**, that upon the recommendation of the Assistant Superintendent of Business and the Director of Buildings and Grounds the West Islip Board of Education hereby reject all bids with regard to **Bid # 2004** Maintenance and Service of Fire Alarm Systems, the Maintenance and Repair of Security Alarm Systems and Central Station Monitoring of Security and Fire Alarms. Extreme price increase (3x -4x price) over the present service contract as well as a need for specifications modification is the basis for this rejection.

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$500.00 from Suffolk Association of School Business Officials, which has been donated in recognition of a deserving graduating student to be selected by the District.

# ASBO

NEW YORK

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May 13, 2020

Congratulations!

As an active member of the Suffolk Association of School Business Officials and in recognition of your consistent attendance at our monthly meetings, your district has been selected to receive a \$500 Suffolk Association of School Business Officials Scholarship.

As the local chapter for the New York State Association of School Business Officials, we are a charitable non-profit membership organization. Our membership includes School Business Officials and staff from school districts and BOCES in Suffolk County, students in School District Business Leader graduate programs and companies doing business with schools.

We utilize our monthly meetings to promote and encourage collaboration and professional development, maintain the highest ethical standards, advocate on behalf of public education and provide leadership in the management of resources to ensure quality education for all students.

It is our hope that a deserving graduating student in your district will be the recipient of this \$500 Suffolk Association of School Business Officials Scholarship in recognition of your efforts to "advance the business of education".

With appreciation,



Dr. Kathleen J. Acker  
Suffolk ASBO Treasurer

## Suffolk Chapter

### President

Stacy O'Connor  
Brentwood UFSD

### Vice President

Sharon Donnelly  
Harborfields CSD

### Membership

Michele Psarakis  
West Babylon UFSD

### Secretary

Ryan Ruf  
Eastern Suffolk BOCES

### Treasurer

Dr. Kathleen Acker  
Huntington UFSD

### Immediate Past President

James Stucchio  
Cold Spring Harbor CSD

### ASBO NY President

Kathleen O'Hara  
Westhampton Beach UFSD

3312

SUFFOLK ASSOCIATION OF SCHOOL  
BUSINESS OFFICIALS

DATE 5/13/2020 1-2/210

PAY TO THE ORDER OF West slip UFSD  
Five Hundred + 00/100

\$ 500.00 DOLLARS



*[Handwritten Signature]*

FOR 2020 Scholarship

⑆003312⑆ ⑆021000021⑆ 777519305⑆

**TUITION CONTRACT  
FOR  
SPECIAL EDUCATION SERVICES**

AGREEMENT made by and between the Board of Education of the Commack Union Free School District, having its principal office at Clay Pitts Road, P.O. Box 150, Commack, New York 11731 (hereinafter called the "Receiving School District"), and the Board of Education of the West Islip Union Free School District having its principal office at 100 Sherman Avenue, West Islip, New York 11795 (hereinafter called the "Sending School District").

**WITNESSETH:**

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

WHEREAS, the Receiving School District is a public school district authorized by New York State to conduct, operate and maintain an educational program and provide special education and related services to students with disabilities; and

WHEREAS, the Sending School District is desirous of having the Receiving School District provide such instruction and/or related services to certain students with disabilities residing within the Sending School District; and

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The Sending School District hereby agrees to place, and the Receiving School District agrees to accept, the student(s) listed on the attached "Confidential Schedule A" in an appropriate program of the Receiving School District for the summer of the 20120 to 2021 school year. The term of this Agreement shall be from July 1, 2020 through August 30, 2020 inclusive, unless earlier terminated as provided in this Agreement.

**B. COMPENSATION:**

1. The Receiving School District shall be entitled to recover tuition from the Sending School District for each student receiving services pursuant to this Agreement in accordance with the NYSED Certified Tuition Summer Rates. The NYSED Certified Summer Rates will be the rate that is charged under the agreement and there will be no additional costs due for services provided under the Agreement. The rate is currently \$6,743 per student for the summer program. In addition, the Sending School District will be responsible for the 1:1 education rate, if applicable, which is currently \$3,702.
2. The Receiving School District shall submit a written invoice to the Sending School District which references the time period for which payment is being requested and includes a breakdown of the total amount due for the period specified.
3. The Sending School District shall pay the Receiving School District within thirty (30) days of receipt of each invoice by the Sending School District.
4. The Sending School District shall not incur any charges should the Receiving School District, its employees and/or agents in any way fail to perform services.

**C. SERVICES AND RESPONSIBILITIES:**

1. The Receiving School District shall provide the services as set forth in each student's Individualized Education Program (IEP). The Sending School District shall obtain and provide to the Receiving School District such releases, prescriptions and/or other legal documents as necessary for the Receiving School District to provide such services and to fulfill its obligations under this Agreement. The Sending School District shall provide prompt written notice to the Receiving School District of any modification of a student's IEP.
2. The Sending School District is responsible for OT and PT as set forth in the student's IEP. The related services are in addition to the tuition and will be billed separately and directed by the contractor to the Sending School District and paid by the Sending School District directly to the contractor.
3. The Sending School District shall give written notice to the Receiving School District if a student(s) is to be added or deleted from the Confidential Schedule A. Such notice shall be given thirty days in advance or as soon as the Sending School District becomes aware of the student terminating attendance in the Receiving School District's program. In the event that a student(s) is/are added or deleted during the term of this Agreement, the payment amount owed by the Sending School District shall be adjusted accordingly.

4. The Receiving School District shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department, including but not limited to the maintenance of the student's pendency rights, if and when such rights are properly asserted.
5. The Receiving School District agrees to report to the Sending School District on the progress of the student as requested and as set forth in the student's IEP. The Receiving School District agrees to permit a representative or representatives of the Committee on Special Education of the Sending School District to visit the program in which the student is enrolled upon reasonable prior written notice.
6. The Receiving School District shall make qualified personnel available to participate in meetings of the Sending School District's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the Receiving School District of such meetings.
7. The Receiving School District shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act including background checks and fingerprinting of all staff directly providing services to students.
8. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the Receiving School District shall promptly give written notice of same to the Sending School District.

D. INSURANCE:

1. The Receiving District, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the Receiving District and the Sending District, including the Board of Education, employees and volunteers, as additionally insured, against any claim for liability, personal injury or death occasioned directly or indirectly by the Receiving District in connection with the performance of the Receiving District's responsibilities under this agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be written by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-Minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the receiving district shall notify the sending district in writing within thirty (30) days of such cancellation or non-renewal.

E. REPRESENTATIONS:

1. The Receiving School District represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The Receiving School District represents that no individuals providing services under this Agreement are currently charges, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
2. In the event that the required license/certification of any agent or employee of the Receiving School District providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the Receiving School District shall immediately notify the Sending School District in accordance with the requirements for all notices pursuant to this Agreement set forth below.
3. Nothing contained herein, shall serve to transfer responsibilities for the student from the Sending School District to the Receiving School District of offering a free appropriate public education except for the provision of the particular special education services contracted herein.

F. CONDITIONS:

1. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
2. To the fullest extent permitted by law, the Receiving School District shall indemnify, defend (with counsel selected by the Sending School District and reasonably approved by the Receiving School District) and hold harmless the Sending School District, its employees, agents, representatives and members of the Board of Education, from any and all liability, losses, costs, damages, and expenses (including but not limited to reasonable attorney's fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Receiving School District's duties hereunder or the action of or the failure to act by the Receiving School District, its representatives, employees, or anyone for whose acts the Receiving School District may be liable.

In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from an indemnifying party under the provisions of this Paragraph F(2), the Sending School District shall promptly notify the Receiving School District of such suit, claim or demand, and give the Receiving School District an opportunity to defend same and settle same without any cost to the Sending School District, and shall extend reasonable cooperation to the Receiving School District in connection with such defense, which shall be at the expense of the Receiving School District. In the event that Receiving School District fails to defend the same within thirty (30) days of receipt of notice, the Sending School District shall be entitled to

assume the defense thereof, and the Receiving School District shall be liable to repay the Sending School District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments).

All of the provisions of this Paragraph F(2) shall survive expiration or sooner termination of this Agreement.

3. To the fullest extent permitted by law, the Sending School District shall indemnify, defend (with counsel selected by the Receiving School District and reasonably approved by the Sending School District) and hold harmless the Receiving School District, its employees, agents, representatives and members of the Board of Education, from any and all liability, losses, costs, damages, and expenses (including but not limited to reasonable attorney's fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Sending School District's duties hereunder or the action of or the failure to act by the Sending School District, its representatives, employees, or anyone for whose acts the Sending School District may be liable.

In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from an indemnifying party under the provisions of this Paragraph F(3), the Receiving School District shall promptly notify the Sending School District of such suit, claim or demand, and give the Sending School District an opportunity to defend same and settle same without any cost to the Receiving School District, and shall extend reasonable cooperation to the Sending School District in connection with such defense, which shall be at the expense of the Sending School District. In the event that Sending School District fails to defend the same within thirty (30) days of receipt of notice, the Receiving School District shall be entitled to assume the defense thereof, and the Sending School District shall be liable to repay the Receiving School District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments).

All of the provisions of this Paragraph F(3) shall survive expiration or sooner termination of this Agreement.

#### G. TERMINATION:

1. Either the Sending School District or the Receiving School District may terminate this Agreement upon thirty (30) days prior written notice to the other party, subject to any asserted pendency rights. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that either party's failure to comply with any terms or conditions of

this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party, which violated the Agreement.

3. In the event the Sending School District or the Receiving School 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.
4. In the event the Sending School District's CSE changes the student's program or placement recommendation, the Receiving School District shall be entitled to a pro rata share of tuition through and including the final date of the student's attendance in the Program or the last day noticed, whichever is later.

H. NOTICES:

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

To the Receiving School District:

Superintendent of Schools  
Commack UFSD  
Clay Pitts Road  
P.O. Box 150  
Commack, NY 11731

To Sending School District:

Superintendent of Schools  
West Islip UFSD  
100 Sherman Avenue  
West Islip, NY 11795

I. GENERAL:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
2. The relationship of the Receiving School District and the Sending School District over the course of this Agreement shall at all times be deemed an Independent Contractor. Employees of the Receiving School District are solely deemed employees of the Receiving School District for purpose of this Agreement and the Receiving School District is entirely responsible for their supervision, work, and

compensation. Employees of the Receiving School District will not be entitled to participate in any of the Sending School District's employee benefit programs such as workers' compensation, unemployment insurance, retirement benefits, fringe benefits, disability benefits, or other similar programs.

3. Both parties acknowledge and agree to comply with all laws, rules and/or regulations as applicable and pertaining to the confidentiality of information obtained, transmitted, reviewed, generated, requested, provided, maintained and/or otherwise utilized in connection with this Agreement. This shall include but not be limited to the requirements of the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any concurrent Federal And/or State law, rule and/or regulation. The Receiving School District agrees that it will not disclose confidential information to third parties except as provided for and necessitated under this Agreement. This provision will survive the termination of this Agreement.
4. 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.
5. 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 provisions(s) eliminated.
6. This Agreement and the rights and obligations of the parties hereunder shall be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement shall be litigated in the Supreme Court, Suffolk County, New York or any other court of New York State located in Suffolk County, New York.
7. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
8. There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.
9. This is a negotiated agreement, and this Agreement shall not be construed against any party by reason of this Agreement being prepared by such party's attorney.

10. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

Sending School District

Receiving School District

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

\_\_\_\_\_  
By: Steven Hartman  
President, Board of Education

Date \_\_\_\_\_

Date \_\_\_\_\_

**EASTERN SUFFOLK BOCES**  
201 SUNRISE HIGHWAY  
PATCHOGUE, NY 11772

**Contract for Cooperative Educational Services**

THIS AGREEMENT made this 1st day of July, 2020 by and between the EASTERN SUFFOLK BOCES, party of the first part, and WEST ISLIP UFSD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-61 of the Education Law.

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2020-21 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost				
001.100	Administration	0.0000	0.0000	Actual Usage	406,447.00	406,447.00	0.00	406,447.00	
002.100	Rental of Facilities	0.0000	0.0000	Actual Usage	185,700.00	185,700.00	0.00	185,700.00	
101.100	Career and Technical Education	46.0000	14,050.0000	Student	0.00	646,300.00	0.00	646,300.00	
101.120	Career and Tech. Ed./Transportation	5.0000	955.0000	Student	0.00	4,775.00	0.00	4,775.00	
101.140	CTE Bilingual Intensive Support Svc	1.0000	27,422.0000	Prorated	0.00	27,422.00	0.00	27,422.00	
103.110	Special Career Education 12-1-1	12.0000	24,425.0000	Annual	0.00	293,100.00	0.00	293,100.00	
202.100	Special Education 12-1-1 (Full Day)	1.0000	52,897.0000	Student	0.00	52,897.00	0.00	52,897.00	
202.110	Special Education 12-1-1 (Partial)	3.0000	32,796.0000	Student	0.00	98,388.00	0.00	98,388.00	
202.295	Aut./Behav.- Home App. Behav. Anal.	640.0000	183.4900	Per Hour	0.00	117,433.60	0.00	117,433.60	
202.297	Parent Training	200.0000	183.4900	Per Hour	0.00	36,698.00	0.00	36,698.00	
202.400	Transition Service Program-full day	2.0000	52,897.0000	Student	0.00	105,794.00	0.00	105,794.00	
202.405	Transition Service Program-part day	3.0000	26,449.0000	Student	0.00	79,347.00	0.00	79,347.00	
202.420	Related Svc - Hearing Consult	7.0000	124.7600	Session	0.00	873.32	0.00	873.32	
203.235	Related Svc - Occ. Therapy (Ind)	22.0000	4,990.4000	Sess/Student/Week/Yr	0.00	109,788.80	0.00	109,788.80	
203.245	Related Service - PT (Ind)	14.0000	4,990.4000	Sess/Student/Week/Yr	0.00	69,865.60	0.00	69,865.60	
204.100	12-1-4 Class (Full Day)	1.0000	70,888.0000	Student	0.00	70,888.00	0.00	70,888.00	
205.100	Special Education 8-1-1 (Full Day)	26.0000	65,099.0000	Student	0.00	1,692,574.00	0.00	1,692,574.00	
205.110	Special Education 8-1-1 (Partial Da	1.0000	40,362.0000	Student	0.00	40,362.00	0.00	40,362.00	
205.205	Related Svc - Counseling (Ind)	28.0000	4,990.4000	Sess/Student/Week/Yr	0.00	139,731.20	0.00	139,731.20	
205.210	Related Svc - Counseling (Group)	24.0000	2,476.2000	Sess/Student/Week/Yr	0.00	59,428.80	0.00	59,428.80	
205.255	Related Svc - Speech/Lang Imp (Ind)	43.0000	4,990.4000	Sess/Student/Week/Yr	0.00	214,587.20	0.00	214,587.20	
205.260	Related Svc - Speech/Lang Imp (Grp)	19.0000	2,476.2000	Sess/Student/Week/Yr	0.00	47,047.80	0.00	47,047.80	

**EASTERN SUFFOLK BOCES**  
201 SUNRISE HIGHWAY  
PATCHOGUE, NY 11772

**Contract for Cooperative Educational Services**

**EASTERN SUFFOLK BOCES**  
**WEST ISLIP UFSD**

School Year 2020-21

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Cost				
205.275	Related Svc - Individual Aide (FT)	10.0000	54,844.0000	Year	0.00	548,440.00	0.00	548,440.00	
205.278	Clism Aide Shared (8-1-1 +3)FullDay	7.0000	23,504.0000	Student/Year	0.00	164,528.00	0.00	164,528.00	
313.100	Itinerant Vision	4.0000	5,952.4000	Sess/Stud/Wk/Yr	0.00	23,809.60	0.00	23,809.60	
313.422	Itinerant Vision Consult	50.0000	148.8100	Session	0.00	7,440.50	0.00	7,440.50	
317.100	Itinerant Hearing	11.0000	5,820.0000	Sess/Stud/Wk/Yr	0.00	64,020.00	0.00	64,020.00	
317.125	Deaf/Hearing Imp.- Cons./Staff Sup.	7.0000	145.5000	30 Min/Session	0.00	1,018.50	0.00	1,018.50	
440.100	Arts-in-Ed. - Coordination Fee	0.0000	0.0000	Actual Usage	1,452.99	1,452.99	0.00	1,452.99	
440.110	Arts-In-Education Programs	0.0000	0.0000	Actual Usage	8,547.01	8,547.01	0.00	8,547.01	
444.105	District Based Virtual Learning Svcs	1.0000	0.0000	Annual	20,000.00	20,000.00	0.00	20,000.00	
444.105.105	Licensing and Maintenance	0.0000	0.0000	Actual Usage	35,000.00	35,000.00	0.00	35,000.00	
460.460	Outdoor/Environmental Ed. WSB	1.0000	2,485.0000	Per District	0.00	2,485.00	0.00	2,485.00	
508.100	Library Automation	1.0000	0.0000	Actual Usage	10,876.00	10,876.00	0.00	10,876.00	
508.100.130	Library Auto (2001 - 5000 Enroll)	1.0000	0.0000	Actual Usage	24,591.60	24,591.60	0.00	24,591.60	
508.200	Follett, Follett Destiny & OPALS	4,105.0000	3,7400	Student	0.00	15,352.70	0.00	15,352.70	
514.130	IT Acq.-One Time Acquisitions	4,105.0000	0.6500	Student	0.00	2,668.25	0.00	2,668.25	
514.520	NYS Req. Report per stud-PS/PK-12	4,200.0000	2,485.0000	Per District	0.00	10,437,000.00	0.00	10,437,000.00	
514.530	NYS Required Reporting	3,203.0000	9,9500	Student	0.00	31,869.85	0.00	31,869.85	
516.100	Library Services/Media Part.	1.0000	0.0000	Actual Usage	14,684.90	14,684.90	0.00	14,684.90	
516.100.130	Library/Media (2001-5000 students)	1.0000	1,242.0000	Per District	0.00	1,242.00	0.00	1,242.00	
516.210	Lib. Svc/Media-Virtual Ref. Collect	4,200.0000	2,485.0000	Per District	0.00	10,437,000.00	0.00	10,437,000.00	
516.210.109	Virtual Ref. Collect 3-12 Online	3,203.0000	9,9500	Student	0.00	31,869.85	0.00	31,869.85	
516.220	Library Services - Supp. Databases	1.0000	0.0000	Actual Usage	14,684.90	14,684.90	0.00	14,684.90	
516.300	Library Svc/Media Part. (50% disc)	1.0000	1,242.0000	Per District	0.00	1,242.00	0.00	1,242.00	
516.300.130	Lib/Med 2001-5000 stud. (50% disc)	1.0000	1,242.0000	Per District	0.00	1,242.00	0.00	1,242.00	
531.100	NYS Curriculum & Assessment Svc								

**EASTERN SUFFOLK BOCES**  
**201 SUNRISE HIGHWAY**  
**PATCHOGUE, NY 11772**

**Contract for Cooperative Educational Services**

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
School Year 2020-21								
EASTERN SUFFOLK BOCES WEST ISLIP UFSD								
531.100.110	NYS Curr/Assess Svc 1,000 + stude	1.0000	8,000.0000	Service	0.00	8,000.00	0.00	8,000.00
631.200	MLP/Frontline							
531.200.120	MLP/Frontline - PDMS	0.0000	0.0000	District	13,828.24	13,828.24	0.00	13,828.24
531.300	Customized Staff Development	0.0000	0.0000	Actual Usage	8,500.00	8,500.00	0.00	8,500.00
531.310	Customized Staff Dev. (Coord. Fee)	0.0000	0.0000	Actual Usage	1,700.00	1,700.00	0.00	1,700.00
531.315	Professional Development Workshops	0.0000	0.0000	Actual Usage	11,047.00	11,047.00	0.00	11,047.00
531.440	Staff Development-Public Relations	0.0000	0.0000	Actual Usage	14,736.40	14,736.40	0.00	14,736.40
531.515	Full Service Scoring for NYSED 3-8	1.0000	0.0000	Actual Usage	15,790.66	15,790.66	0.00	15,790.66
531.530	NYSAA Grades 3-HS Training for CBT	1.0000	0.0000	Actual Usage	134.00	134.00	0.00	134.00
531.630	Sub-Reimburse-Regional/Indist Wksh	0.0000	0.0000	Actual Usage	2,810.00	2,810.00	0.00	2,810.00
531.631	Sub-Reimburse Rg/Indist Coord Fee	0.0000	0.0000	Actual Usage	281.00	281.00	0.00	281.00
531.636	Sub-Reimburse-NYSAA Workshops	1.0000	0.0000	Actual Usage	575.00	575.00	0.00	575.00
531.637	SubReimburs NYSAAWkspCoordFee	1.0000	0.0000	Actual Usage	40.00	40.00	0.00	40.00
532.100	Model Schools							
532.100.120	Model Schools > 2001 students	1.0000	8,224.0000	Annual	0.00	8,224.00	0.00	8,224.00
550.480	Staff Development - WSB	0.0000	0.0000	Service	3,000.00	3,000.00	0.00	3,000.00
586.480	Model Schools-WSB	0.0000	0.0000	Service	785.00	785.00	0.00	785.00
601.150	Admin One-Time Tech. Act.							
601.170	Multi-yr Network Printer Contracts	0.0000	0.0000	Actual Usage	17,652.80	17,652.80	0.00	17,652.80
601.200	Web Services - Public Relations	0.0000	0.0000	Actual Usage	111,190.81	111,190.81	0.00	111,190.81
601.380	Fiber WAN in District	0.0000	0.0000	Actual Usage	6,300.00	6,300.00	0.00	6,300.00
601.410	Election Management Systems							
601.410.210	BOLD/EMS 2.0 Annual Licensing	1.0000	0.0000	Actual Usage	13,791.85	13,791.85	0.00	13,791.85
601.410.220	BOLD/Library/Bond Vote/Revote 2.0	0.0000	0.0000	Actual Usage	6,137.00	6,137.00	0.00	6,137.00
601.415	Cafeteria Systems POS							
601.415.111	Cafeteria Systems Equip./Hardware	0.0000	0.0000	Actual Usage	1,300.00	1,300.00	0.00	1,300.00
601.415.140	Cafeteria Systems Licensing	1.0000	0.0000	Actual Usage	1,786.53	1,786.53	0.00	1,786.53
601.415.160	Cafe Syst Supp per Serving Line	14.0000	970.0000	Per Line	0.00	13,580.00	0.00	13,580.00
601.440	Emergency and Notification Systems							

**EASTERN SUFFOLK BOCES  
201 SUNRISE HIGHWAY  
PATCHOGUE, NY 11772**

**Contract for Cooperative Educational Services**

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Actual Usage				
School Year 2020-21									
EASTERN SUFFOLK BOCES WEST ISLIP UFSD									
601.440.160	School Messenger Emerg Notificati	1.0000	0.0000	Actual Usage	5,908.13	5,908.13	0.00	5,908.13	
601.455	Finance Manager								
601.455.160	Fin Mngr Lvl B BOCES Sup 4000-700	1.0000	15,042.0000	Annual	0.00	15,042.00	0.00	15,042.00	
601.455.230	Fin Mngr Software Annual License	1.0000	0.0000	Actual Usage	38,971.73	38,971.73	0.00	38,971.73	
601.455.240	Fin Mngr W2/1099 Production	1.300.0000	3.6300	Per Form	0.00	4,719.00	0.00	4,719.00	
601.470 Administrative District Platforms									
601.470.110	ScholarChip - Annual License Fee	1.0000	0.0000	Actual Usage	11,362.00	11,362.00	0.00	11,362.00	
601.470.300	Forecast5 - Annual License Fee	0.0000	0.0000	Actual Usage	17,081.00	17,081.00	0.00	17,081.00	
601.470.750	FinalForms	0.0000	0.0000	Actual Usage	8,252.00	8,252.00	0.00	8,252.00	
601.475 Facilities Management Systems									
601.475.110	SchoolDude - IT Direct	0.0000	0.0000	Annual	7,539.00	7,539.00	0.00	7,539.00	
601.475.130	SchoolDudeMaintenanceEssentials P	1.0000	0.0000	Annual	2,884.12	2,884.12	0.00	2,884.12	
601.475.140	SchoolDude PM Direct	1.0000	0.0000	Inactive	1,356.78	1,356.78	0.00	1,356.78	
601.475.160	SchoolDude-Event Manager	1.0000	0.0000	Annual	3,231.49	3,231.49	0.00	3,231.49	
601.475.170	SchoolDude Community Direct	1.0000	0.0000	Inactive	473.63	473.63	0.00	473.63	
601.475.180	SchoolDude-Energy Planner	0.0000	0.0000	Annual	5,804.67	5,804.67	0.00	5,804.67	
601.475.190	SchoolDude Licensing - Other	1.0000	0.0000	Annual	2,393.25	2,393.25	0.00	2,393.25	
601.610 Infinite Campus									
601.610.110	Inf. Camp. License Fee K-12	4,200.0000	0.0000	Actual Usage	55,814.76	55,814.76	0.00	55,814.76	
601.610.132	Inf Camp Hosting Fee <5000 stude	0.0000	0.0000	Actual Usage	3,402.00	3,402.00	0.00	3,402.00	
601.610.170	Infinite Campus Mgmt. Fee	0.0000	0.0000	Actual Usage	12,196.80	12,196.80	0.00	12,196.80	
601.610.180	Inf. Camp. K-12 BOCES Support	4,098.0000	8.7300	Student	35,775.54	35,775.54	0.00	35,775.54	
601.610.191	Infinite Campus Visualization Fee	0.0000	0.0000	Actual Usage	12,294.00	12,294.00	0.00	12,294.00	
601.610.194	Inf. Camp Campus Learning	0.0000	0.0000	Actual Usage	2,609.25	2,609.25	0.00	2,609.25	
601.610.195	Inf. Campus Backpack	0.0000	0.0000	Actual Usage	13,000.00	13,000.00	0.00	13,000.00	
601.810 aimsweb									
601.810.120	aimsweb Pro-Complete	2,700.0000	6.5000	Student	17,550.00	17,550.00	0.00	17,550.00	
601.810.180	aimsweb Coord Fee	1.0000	0.0000	Actual Usage	2,730.00	2,730.00	0.00	2,730.00	
601.810.235	aimsweb PLUS Complete Current Use	1,855.0000	6.5000	Student	12,057.50	12,057.50	0.00	12,057.50	
601.990 Test Scanning and Reporting									
601.990.160	Test Scan/Rpt NYS ELA Grades 3-8	276.0000	5.1900	Per Test	1,432.44	1,432.44	0.00	1,432.44	
601.990.165	ELA Grades 3-8 Computer Based	1,559.0000	2.1100	Per Test	3,289.49	3,289.49	0.00	3,289.49	

**EASTERN SUFFOLK BOCES**  
**201 SUNRISE HIGHWAY**  
**PATCHOGUE, NY 11772**

**Contract for Cooperative Educational Services**

**EASTERN SUFFOLK BOCES**  
**WEST ISLIP UFSD**

School Year 2020-21

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
601.990.170	Test Scan/Rpt NYS Math Grades 3-8	545.0000	5.1900	Per Test	0.00	2,828.55	0.00	2,828.55
601.990.175	Math Grades 3-8 Computer Based	1,290.0000	2.1100	Per Test	0.00	2,721.90	0.00	2,721.90
601.990.180	Test Scan/Rpt NYS Science 4 &/or	635.0000	5.1900	Per Test	0.00	3,295.65	0.00	3,295.65
601.990.220	Test Scanning and Reporting NYSITE	36.0000	6.6200	Per Test	0.00	238.32	0.00	238.32
601.990.300	Test Scan/Rpt NYSESLAT	20.0000	10.0100	Per Test	0.00	200.20	0.00	200.20
601.990.312	NYSAA Computer Based	55.0000	2.1100	Per Test	0.00	116.05	0.00	116.05
601.990.320	Test Scan/Rpt Regents All Exams	2,953.0000	3.1600	Per Test	0.00	9,331.48	0.00	9,331.48
601.990.327	Regents Data Loading Service	1.0000	1,500.0000	Year	0.00	1,500.00	0.00	1,500.00
604.130	Transportation- Coach & Field Trips	0.0000	0.0000	Actual Usage	35,190.00	35,190.00	0.00	35,190.00
609.300	Pr Consulting Services	0.0000	0.0000	Actual Usage	32,208.00	32,208.00	0.00	32,208.00
612.110	Cooperative Bidding	1.0000	9,577.0000	Year	0.00	9,577.00	0.00	9,577.00
618.120	Health/Safety Basic Svc Base Price	1.0000	4,112.0000	Service	0.00	4,112.00	0.00	4,112.00
618.130	Health/Safety Basic Svc # bldgs	7.0000	433.0000	Building	0.00	3,031.00	0.00	3,031.00
623.110	Nonpublic Textbk Distr - Admin Fee	175.0000	92.5800	Student	0.00	16,201.50	0.00	16,201.50
623.120	Nonpublic Textbk Dist. - Textbook Fee	175.0000	174.0000	Per Student Est	0.00	30,450.00	0.00	30,450.00
644.110	Intellipath - Line Charges (ESB)	1,584.0000	1.3300	Per Line	0.00	2,106.72	0.00	2,106.72
644.150	Verizon Phone Charges	1.0000	0.0000	Actual Usage	49,480.80	49,480.80	0.00	49,480.80
662.480	Coordination of Insurance Management	0.0000	0.0000	X-CONTRACT	31,450.00	31,450.00	0.00	31,450.00
665.490	State Aid Planning - Questar III	0.0000	0.0000	Service	6,480.00	6,480.00	0.00	6,480.00
676.490	GASB 45 / GASB 75 (Capital BOCES)	0.0000	0.0000	Service	26,152.00	26,152.00	0.00	26,152.00
680.490	Fixed Asset Inventory (Questar)	0.0000	0.0000	Actual Usage	4,000.00	4,000.00	0.00	4,000.00
690.490	On-Line Application Service-Putnam	0.0000	0.0000	Actual Usage	14,000.00	14,000.00	0.00	14,000.00
695.490	Insurance Mgmt/ Flex Benes -WSB	0.0000	0.0000	Employee	15,000.00	15,000.00	0.00	15,000.00



## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2020**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Hilary Gomes, Ph.D.** (hereinafter the "CONSULTANT"), having a principal mailing address of 550 North County Road, Suite B, Saint James, New York 11780.

### A. TERM

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

### B. CONDITIONS

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

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

### C. SERVICES AND RESPONSIBILITIES

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

#### **Neuropsychological Evaluations**

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 at the rate of \$3,300.00.

### 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.

Hilary Gomes, Ph.D.

West Islip Union Free School District

BY:

  
Hilary Gomes, Ph.D.

BY: \_\_\_\_\_

President, Board of Education

## Neuropsychological Evaluation

A neuropsychological assessment is a formal evaluation of thinking and behavior that assists us in better understanding an individual's unique pattern of cognitive strengths and weaknesses. Understanding a child's cognitive profile is critical to developing effective intervention strategies that utilize his/her strengths to improve or compensate for weaknesses. The ultimate goal of these interventions is to provide the child with the tools to reach his or her potential.

Areas assessed may include:

- General intelligence
- Achievement skills, like reading, writing and math
- Language
- Attention
- Learning and memory
- Visual-spatial skills
- Motor abilities
- Executive skills, like the ability to plan, organize and solve problems
- Behavioral and emotional functioning
- Social skills

The neuropsychological evaluation typically involves a clinical interview, paper/pencil question and answer tests, computer tests, and behavioral rating forms which are completed by parents and teachers. The evaluation is usually scheduled for three half days with breaks as needed. Following the evaluation, feedback and a written report are provided.

My rate for a neuropsychological evaluation for the 2020-2021 school year is \$3300. This rate includes participation in a CSE meeting, either in person or by phone, if scheduling permits.



Hilary Gomes, Ph.D., ABPdN  
Board Certified Pediatric Neuropsychologist  
Diplomate, American Board of Pediatric Neuropsychology  
Fellow, National Academy of Neuropsychology  
Psychologist, State of New York (License# 012723-1)  
Tax id # 38-3783645

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2020**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing** (hereinafter the "CONSULTANT"), having a principal mailing address of 20 Jerusalem Avenue, 3<sup>rd</sup> floor, Hicksville, NY 11801.

### A. TERM

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

### B. CONDITIONS

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

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.
4. 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 2020-2021**

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 **2020-2021 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

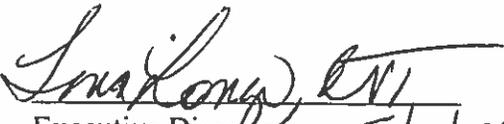
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

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:   
Executive Director 5/20/2020

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

Horizon  
Healthcare  
Staffing



Horizon Group

NON-HIRE CLAUSE  
Contract for Services  
2020-2021 School Year

**Non- Hire:**

- A. School agrees not to directly or indirectly hire, or to use the services of any Clinician assigned to it by Horizon within one (1) year after the last date of the Clinician's assignment. In the event School either: (i) employs any Clinician on a permanent or temporary basis, (ii) uses any Clinician's services in a consulting or freelance capacity, or (iii) uses any Clinician's services through another staffing agency, School agrees to pay Horizon liquidated damages of the higher of: (1) Horizon's lost income as a result of the direct or indirect hire, or (2) the calculated placement fee from the schedule below. It is hereby agreed that said liquidated damages are reasonable and appropriate to compensate Horizon for the introduction fee associated with the referral.
- B. **\*\*In the event one particular Horizon Staff person is utilized more than an accumulated 1200 hours through Horizon, Horizon will waive permanent placement fees if School District chooses to hire the individual directly.**

The permanent placement fees (temp to perm) below are to be paid by School District:

If School District decides to hire a Horizon Staff person furnished by Horizon, School District agrees to pay:

25% of the Horizon staff person's annual salary if they are hired before the person has worked 0-400 hours;

15% of the Horizon staff person's annual salary if they are hired and the person has worked 401 - 800 hours;

10% of the Horizon staff person's annual salary if they are hired before the person has worked 801- 1200 hours;

0% of the Horizon staff person's annual salary if they are hired after the person has worked 1200 hours;



Tina Longo, CVT  
Director of Medical Services  
Horizon Healthcare Staffing

5/20/20 20

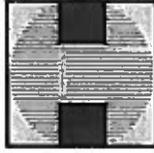
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Pirint Name - Board Of Education

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Signature – Board of Education

Horizon  
Healthcare  
Staffing



Horizon Group

Homecare Therapies LLC/dba Horizon Healthcare Staffing  
Services and Rates  
2020 – 2021 School Year

Nursing Services

Registered Nurse (RN)	\$51.50 per hour	– Health Office / Trip
Registered Nurse (RN)	\$53.00 per hour	– 1:1 (Skilled Nursing Services)
Registered Nurse Specialty	\$58.00 per hour	– 1:1 (enhanced nursing services for medically fragile special needs students)*
RN Overnight School Trips	\$54.00 per hour	– Day Hours (7:30 am- 8:30 pm)
	\$10.00 per hour	– On-Call hours (8:30 pm-7:30 am)**
Registered Nurse Visit (dispense meds)	\$85.00 per hour	
Licensed Practical Nurse (LPN)	\$42.00 per hour	
Licensed Practical Nurse Specialty	\$49.00 per hour	- 1:1 or 1:2 (sm. group) (enhanced nursing services for a medically fragile special needs students)*
Certified Nursing Assistant (CNA)	\$25.00 per hour	
Paraprofessional (HA)	\$23.50 per hour	
Student Transportation ONLY*	\$80.00 per hour	(one hour minimum each way) ***
Social Worker	\$51.00 per hour	
ABA (Board Certified) Therapist	\$140.00 per hour	
ABA (non certified)	\$65.00 per hour	
ABA Evaluations	\$125.00	
Teacher's Aide (Instructional)	\$30.00 per hour	

\* Registered Nurse/ Licensed Practical Nurse Specialty requested for a student will need additional authorization.

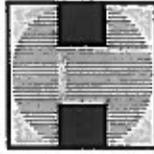
\*\*If the nurse's services are required during the on-call hours, the rate will be \$54.00 per hour for the duration of the time the nurse's services are required

\*\*\*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.

Horizon  
Healthcare  
Staffing



Horizon Group

- **Cancellation:** School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift; otherwise a 50% surcharge will be billed for the lost shift wages.
- **Visits for specific medical procedures** will be billed at the visit rate of \$85/visit.

### Related Educational Services

#### Session Rates

Occupational Therapist (OT)	\$55.00	per thirty (30) minute individual session at one site.
Physical Therapist (PT)	\$68.00	per group in a thirty (30) minute group session. [A group consists of up to three (3) students at one site]*
	\$195.00	per evaluation
CSE Consultation Meetings for OT, PT, ST	\$46.00	Provided at a rate of \$43 per thirty (30) minute session (billing will be prorated for longer sessions) *
PTA and COTA	\$48.00	per thirty (30) minute individual session at one site for two (2) or more students. *
	\$58.00	per group in a thirty (30) minute group session. A group consists of up to three (3) students at one site*
Speech Therapist (ST)	\$57.00	per thirty (30) minute individual session at one site
	\$74.00	per group in a thirty (30) minute session. A group consists of up to three (3) students.
	\$235.00	per evaluation
Prepare Reports		Billed at \$80 per hour (prior school district authorization required)

**In case of a students unreported absence from a session the school district will be billed unless 2 hours notice of the student's absence is given to Horizon.**

**\*Mandates of more than thirty (30) minutes will be prorated**

**\*When Occupational, Physical, and or Speech Therapy Services are provided for one single student at a site or home based the rate is \$95 per thirty (30) minute session.**

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

Supplemental Agreement dated this 1st day of July, 2020 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the “District”), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing (the “Contractor”) located at 20 Jerusalem Avenue, 3<sup>rd</sup> 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  
[ldisibio@wi.k12.ny.us](mailto:ldisibio@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 locked office  
and cabinet away from employee work  
traffic - At the end of every school all student  
data is destroyed unless otherwise directed by district*

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 Logo, EVT*

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

Print Name: TINA LOGO, EVT

Print Name: Steven D. Gellar

Title: DIRECTOR of Med Services

Title: President, Board of Education

Date: 5/20/2020

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

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July 2020** by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Theralympic Speech, PLLC** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 622 Hawkins Avenue, Ronkonkoma, NY 11779.

### A. TERM

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

### B. SERVICES AND RESPONSIBILITIES:

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

#### **SEE ATTACHED SERVICES AND FEE SCHEDULE**

2. CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct.

7. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT 'S administrative staff and medical staff. CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT 'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT 'S policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other

persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

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

C. COMPENSATION:

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

**SEE ATTACHED SERVICES AND FEE SCHEDULE**

2. CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The West Islip UDSD shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

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

2. Independent Contractor:

- a. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. DISTRICT , if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

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

4. Defense / Indemnification

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

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

To District: Mrs. Elisa Pellati  
West Islip UFSD  
100 Sherman Avenue  
West Islip, NY 11795

To Consultant: <sup>Cristiana</sup> Ms. ~~Kristianna~~ Neophytou  
Theralympic Speech, PLLC  
622 Hawkins Avenue  
Ronkonkoma, NY 11779

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

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

CONSULTANT

DISTRICT

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

Christiana Neophytou

By: \_\_\_\_\_  
Steven D. Gellar  
President, Board of Education



**THERALYMPIC SPEECH**

“Because not being able to speak is far different than  
not having anything to say”

Tel: (631) 240 - 3579

theralympicspeech@gmail.com

624 Hawkins Ave Ronkonkoma, NY 11779  
Service Rates for 2020 - 2021 School Year

**Home-Based/School-Based:**

Speech Therapy	\$60 per 30 min (Individual) \$10 per each additional student (Group)
PROMPT Therapy	\$90 per 30 min
Feeding Therapy	\$75 per 30 min
Occupational Therapy	\$60 per 30 min (Individual) \$10 per each additional student (Group)
Physical Therapy	\$60 per 30 min (Individual) \$10 per each additional student (Group)

**Office-Based:**

Speech 1:1	\$50 per 30 min
PROMPT 1:1	\$70 per 30 min
Feeding Therapy 1:1	\$65 per 30 min
OT 1:1	\$50 per 30 min
PT 1:1	\$50 per 30 min

**Evaluations:**

Standard Evaluation (ST, OT, PT)	\$250 per eval
PROMPT Evaluation	\$400 per eval
Feeding Evaluation	\$300 per eval

<b>AAC Evaluation</b>	<b>\$750 per eval</b>
<b>AAC Consult</b>	<b>\$200 per 60 min</b>

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

**and**

**Theralympic Speech, PLLC**

Supplemental Agreement dated this 1st day of July, 2020 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Theralympic Speech, PLLC** (the "Contractor") located at 622 Hawkins Avenue, Ronkonkoma, NY 11779.

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

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

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

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

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

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

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](mailto: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.]*

Student files will be kept in a locked filing cabinet accessible to only the lead administrative assistant. Files will be signed out by provider only when necessary. Emails will be deidentified.

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.

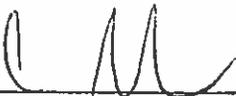
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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.

**THERALYMPIC SPEECH, PLLC**

**WEST ISLIP UFSD**

By: 

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

Print Name: Christiana Neophytou

Print Name: Steven D. Gellar

Title: Director

Title: President, Board of Education

Date: 5/26/2020

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

**LAW OFFICES OF THOMAS M. VOLZ, PLLC**

**AGREEMENT**

for

**GENERAL COUNSEL SERVICES**

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT, hereinafter referred to as the "BOARD," and THE LAW OFFICES OF THOMAS M. VOLZ, PLLC, hereinafter referred to as the "ATTORNEYS."

WHEREAS, the BOARD, at its meeting of \_\_\_\_\_, 2020, retained THE LAW OFFICES OF THOMAS M. VOLZ, PLLC, as the General Counsel for the School District for the school year July 1, 2020 through June 30, 2021, and

WHEREAS, the BOARD and the ATTORNEYS desire to record the terms and conditions of such retainer in contract form,

NOW, THEREFORE, it is hereby agreed as follows:

- I. TERM: July 1, 2020 through June 30, 2021.
- II. GENERAL COUNSEL SERVICES UNDER RETAINER
  - A. Legal opinions pertaining to all issues under the New York State Education Law, Commissioner of Education Decisions, Commissioner of Education Regulations, General Municipal Law, Public Officers Law, New York State Comptroller's Opinions, all relevant federal, state and local laws, regulations and case law.
  - B. Attendance at meetings of the Board of Education, as requested.
  - C. Review of Board agenda and/or minutes, as required.
  - D. Review and analysis of current and proposed Board policies and administrative regulations.
  - E. Daily advice and consultation to the Superintendent of Schools, Board President and other designated school officials.
  - F. Seminars for staff, as requested by the Superintendent of Schools, regarding topics such as student discipline, special education, Section 504 or other areas of need.

- G. Monitoring of and consultation with the Superintendent regarding new laws, legislation, and State Education Department guidelines.
- H. Opinions and guidance regarding business office matters, including bidding and procurement of goods and services, construction and renovations, insurance coverage and risk management.
- I. Guidance pertaining to compliance with special education requirements at a federal and state level.
- J. Review and drafting of contracts with vendors, consultants and other service providers.
- K. Analysis of documents relative to budget and election matters.
- L. Review of bid documents and contracts for construction, architectural services and construction management.

III. GENERAL COUNSEL FEES: For the above services the fee shall be billed monthly at the annual rate of \$53,500 for 2020-21 school year.

IV. LITIGATION: Separate Compensation for Litigation services shall be billed at the rate of \$235 per hour for all attorneys and \$115 per hour for paralegal services. Litigation services include services such as special proceedings, motions, trials and judicial appeals, administrative proceedings, appeals to the Commissioner of Education, Impartial Hearings, and State Review Officer Proceedings. Services provided on an hourly basis shall be billed monthly.

V. EXPENSES: The BOARD shall reimburse the ATTORNEYS, for "out-of-pocket" expenses incurred in the performance of services as General Counsel. These shall include, but are not limited to travel, long-distance calls, copying, printing, supplies, Westlaw research, express mail or deliveries. Nothing hereinabove set forth shall preclude the furnishing of any of the foregoing directly by the BOARD in order to avoid expense reimbursement.

VI. TERMINATION OR DISPUTES: This contract may be terminated upon thirty (30) days' written notice. In the event of termination prior to the end of the contract, fees would be recalculated pursuant to quantum meruit (at our hourly rate) in accordance with State law.

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed the \_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF EDUCATION  
WEST ISLIP UNION FREE  
SCHOOL DISTRICT

BY: \_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION

LAW OFFICES OF  
THOMAS M. VOLZ, PLLC

BY:  \_\_\_\_\_  
THOMAS M. VOLZ, ESQ.

**Supplemental Agreement between the  
West Islip Union Free School District  
and  
Law Offices of Thomas M. Volz, PLLC**

Supplemental Agreement dated this \_\_\_ day of \_\_\_\_\_, 2020 between the West Islip Union Free School District (the “District”), located at 100 Sherman Avenue, West Islip, New York 11795 and the Law Officers of Thomas M. Volz, PLLC (the “Contractor”) located at 280 Smithtown Blvd., Nesconset, New York 11767.

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 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (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 and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter “Regulations”).

a. “Educational Agency” shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), 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. With reference to this agreement, “Third Party Contractor” shall be synonymous with “Contractor” and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data 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.

- 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:

PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Pursuant to Education Law §2-d, each school district is required to publish a Parents’ Bill of Rights on their website and include the Bill of Rights in every contract into which the District “enters with a third party contractor where the third party contractor receives student data or teacher or principal data.”

Below find a summary of the Parents’ Bill of Rights.

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

2. 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.

3. 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.

4. 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

5. 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](mailto:l.disibio@wi.k12.ny.us)

6. "Supplemental information" for each contract into which the District enters with a third party who receives student data or teacher or principal data shall:

- state the exclusive purposes for which the student data or teacher or principal data will be used;
- 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;
- stipulate when the agreement expires and what will happen to the student data or teacher or principal data upon expiration of the agreement;

- 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
- 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.

3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, 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 following exclusive purpose(s): to provide professional legal services in accordance with the retainer(s) between the District and the Contractor.

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 the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.

c. The duration of this agreement coincides with the duration of the parties’ underlying Agreement, which is currently set to expire on June 30, 2021. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District all remaining Student Data and/or Principal or Teacher Data 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.

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: Student Data and/or Principal or Teacher Data will be stored at the Contractor’s offices if in physical form, and on the Contractor’s encrypted server, if in electronic form. The Contractor has ensured that its server is encrypted on its external hard drive and has ensured that all dissemination of electronic information shall be encrypted while in motion. All of Contractor’s email accounts and computers are password protected.

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) and Section 121.11 of the Regulations, 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.

**Law Offices of Thomas M. Volz, PLLC**

**West Islip Union Free School District**

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

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

Print Name: Thomas M. Volz

Print Name: \_\_\_\_\_

Title: Owner

Title: \_\_\_\_\_

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

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

## **RESOLUTION FOR EMERGENCY USE OF HERBICIDE**

WHEREAS, Education Law §409-k requires Board of Education approval on emergency applications of weed control in areas that are classified as playgrounds, turfs, athletic or playing fields.

Therefore, BE IT RESOLVED that the Board of Education of the West Islip Union Free School District approves a one-time application of weed and poison ivy control herbicide on Bayview Elementary School fence-line and field areas, Kirdahy Elementary School fields playground areas, Udall Road Middle School athletic field fence-lines, West Islip High School turf field perimeters, and softball and baseball fields clay at West Islip High School, Beach Street Middle School and Udall Road Middle School provided that the application will be made by a licensed pesticide applicator, will be scheduled as to not interfere or conflict with any student scheduled activities, and all regulations concerning neighbor notification will be followed.

**MEMORANDUM OF AGREEMENT**

**WHEREAS**, the West Islip Union Free School District (the "District") and the West Islip Secretarial Employees ("WISE") wish to memorialize an Agreement pursuant to which the District will allow WISE members to carry over vacation days from their 2019-2020 school year accruals for use pursuant to the terms and conditions set forth herein; and

**WHEREAS**, a Collective Bargaining Agreement ("CBA") exists between the District and WISE for the period July 1, 2017 through June 30, 2021; and

**WHEREAS**, Article VII(E)(3)(d) of the CBA states that the Superintendent of Schools may, in her sole discretion, permit unit members to carryover up to two (2) vacation days from one school year to the following school year; and

**WHEREAS**, due to the unusual circumstances regarding the District's closure pursuant to the Governor's Executive Orders issued in response to the coronavirus crisis the District wishes to permit WISE members to carry over up to five (5) vacation days from their 2019-2020 school year accruals which they are unable to use on or before June 30, 2020 for use as set forth herein; and

**WHEREAS**, the parties to this Agreement wish to memorialize an agreement regarding WISE members' right to carry over vacation days unused during the 2019-2020 school year.

**NOW, THEREFORE**, it is hereby agreed as follows:

1. WISE members shall be permitted to carry over up to five (5) vacation days from their 2019-20 accruals for use during the 2020-21 school year.
2. This Agreement shall not be precedent setting and shall not be utilized by any party to this Agreement in any grievance, arbitration or claim of any kind except as necessary to enforce its terms.
3. Except as specifically set forth herein, this Agreement shall not be construed as modifying any of the terms of the CBA as between the District and WISE, or any practices which may exist as between the parties.
4. To be in force and effect, this Agreement must be approved by the Board of Education.

**WI**  
**WEST ISLIP PUBLIC SCHOOLS**  
**West Islip, New York 11795**

**DISTRICT PLAN FOR  
SPECIAL EDUCATION  
2020-2022**

Submitted by Jeanne M. Dowling  
*Director of Special Education*

Adopted by the Board of Education 07/05/2016  
Revised and adopted by the Board of Education 4/16/19  
Updated June 2020 (Pending BOE Approval June 2020)

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## **WEST ISLIP MISSION STATEMENT**

The West Islip Community is committed to excellence in education through the establishment of an academic, vocational and social environment in which all children can learn and succeed.

Our students will be provided the opportunity to develop their self-esteem and a respect for others while acquiring the knowledge, skills and attitudes to become responsible citizens in a rapidly changing world.

Our goal is to have students think in global terms and develop cultural sensitivity and an international orientation. We seek to instill in our students the ability to share their commonalities, celebrate their differences, and appreciate that learning is a lifelong process.

DRAFT

**DESCRIPTION OF NATURE AND SCOPE OF  
SPECIAL EDUCATION PROGRAMS AND  
PROFESSIONAL STAFF IN DISTRICT**

The following is a description of the continuum of services offered within the West Islip School District. The description is meant as a guideline, but the Committee on Special Education (CSE) will make placement decisions based on the individual needs of each student.

**Special Classes-Life Skills 8:1:2, 8:1:1, 10:1:1, 12:1:1**

Students placed in this program require instruction in adapted living skills. Placement criteria include a severe cognitive disability, severe communication disorder and/or an adaptive behavior component which requires specific, specialized instruction in the area of independence. Student progress will be measured using the alternate performance indicators in the New York State Guide to Students with Severe Disabilities.

**Special Classes 15:1, 15:1:1**

Students placed in this full day program have academic, social and/or management needs that require a modified curriculum and specialized instruction throughout the day. The focus of this program is to provide direct access to the general curriculum. Class size is capped at the ratio listed on the IEP.

**Integrated Co-Teaching**

Co-teaching services means the provision of specially designed instruction and academic instruction provided in a classroom setting that includes both disabled and nondisabled students. School personnel assigned to each class shall minimally include a special education teacher and a general education teacher.

**Consultant Teacher**

Consultant Teacher services are defined as direct and/or indirect services provided to a school-age student with a disability in the student's general education classes, and to such student's general education teachers.

Direct Consultant Teacher services mean specially designed instruction provided to an individual student with a disability or to a group of students with disabilities by a certified special education teacher to aid the student(s) to benefit from the general education class instruction. Direct Consultant Teacher services are specially designed instruction recommended for an individual student with a disability in his or her general education class, the purpose being to adapt, as appropriate to the needs of the student, the content, methodology, or delivery of instruction to support the student to successfully participate and progress in the general curriculum during regular instruction.

Indirect Consultant Teacher services mean consultation provided by a certified special education teacher to a general education teacher to assist the general education teacher in adjusting the learning environment and/or modifying his/her instructional methods to meet the individual needs of a student with a disability who attends the general education class.

## **Resource Room**

Students are given resource services for a minimum of 180 minutes per week. Dependent upon the IEP, services may be delivered in a special location or within the classroom. Group size is regulated at no more than five students with disabilities. Through collaboration within the general classroom teacher and other specialists, an individualized program is designed to assist the student's learning within the general education setting.

## **Related Services**

Related services means developmental, corrective, and other supportive services as are required to assist a student with a disability and includes speech-language pathology, audiology services, interpreting services, psychological services, physical therapy, occupational therapy, counseling services, including rehabilitation counseling services, orientation and mobility services, medical services, parent counseling and training, school health services, school social work, assistive technology services in which all special education students will have equal access to technology that all general education students have, appropriate access to recreation, including therapeutic recreation, other appropriate developmental or corrective support services and other appropriate support services.

## **School Psychological Services**

The following major areas of responsibility are assigned to school psychologists: assessment; observation; test administration and interpretation; participation in the Committee on Special Education (CSE) as well as sub-committee of Special Education, referral, evaluation and placement; monitoring of student progress; consultation with teachers; student and parent counseling; and liaison activities with community agencies and other professionals. Additional functions relating to special education classes include: assisting teachers in the development of interventions to help students in the development of Individualized Education Programs (IEPs); monitoring the delivery of services to special education students; coordinating CSE annual review meetings; conducting re-evaluations; and exploring out-of-district educational alternatives when necessary.

## **Counseling as a Related Service**

Counseling as a related service will be recommended by the CSE under the following circumstances:

- An emotional or management difficulty interferes with a student's ability to make appropriate educational gains;
- The difficulty is one which, in the clinical judgment of the evaluation team, can be addressed through school-related counseling with a qualified professional; and
- The student does not appear at the present time to require medical intervention or a therapeutic setting in order to make educational gains.

## **Social Worker**

Within the Department of Special Education, the social worker provides the following services: group counseling; monitoring student progress; providing parent education; intervening during crisis (i.e. child abuse, PINS petitions); and serving as general liaison between school and home.

## **Speech Language and Hearing Services**

Specialists in speech and language assist school staff with the identification and instruction of students with speech, language and hearing disorders. They provide diagnostic and remedial services for students with expressive and receptive language problems, hearing deficits, and cerebral dysfunction that impact the students' functioning in the educational environment. The speech/language therapists are also involved in observations, individual evaluations, and conferences with parents and consultations with teachers regarding instructional methods.

## **Physical Therapy**

Physical therapy is provided in order for a student with a physical disability to benefit from education or to be maintained in the least restrictive environment. The following services may be provided: coordination between medical agencies and professionals serving the student; evaluation of strength, function, motor development and adaptive needs of the student; program planning and treatment program when indicated; consultation with general education teachers in the mainstreaming process; and instruction of nonprofessional personnel in dealing with the physical needs of the students. The West Islip School District uses a contracted agency for this service.

## **Occupational Therapy**

The occupational therapist serves children whose disabilities prevent them from functioning normally within the school environment. The duties of the occupational therapist include individual assessment, increasing strength and quality of movement of the upper extremities necessary for handwriting and other classroom fine motor tasks, modulating a student's sensory responses that interfere with everyday activities, developing the activities of daily living and providing adaptive equipment as necessary. The goal of the occupational therapist is to provide appropriate treatment to increase the student's ability to function independently in the school environment. The West Islip School District uses a contracted agency for this service.

**School Age Students  
Least Restrictive Environment (LRE)  
Setting Report October 2019 Snapshot**

<b>Disability (As of Snapshot Date)</b>	<b>Age as of October 2, 2019</b>					<b>Grand Total for 2018</b>
	<b>Total Ages 4-5</b>	<b>Total Ages 6-11</b>	<b>Total Ages 12-13</b>	<b>Total Ages 14-17</b>	<b>Total Ages 18-21</b>	
<b>Autism</b>	6	28	10	23	3	<b>70</b>
<b>Emotional Disturbance</b>	0	2	2	11	0	<b>15</b>
<b>Learning Disability</b>	0	42	48	145	1	<b>236</b>
<b>Intellectual Disability</b>	0	4	1	2	2	<b>9</b>
<b>Deafness</b>	0	1	0	0	1	<b>2</b>
<b>Hearing Impairment</b>	0	0	2	1	0	<b>3</b>
<b>Speech or Language Impairment</b>	50	113	3	7	0	<b>173</b>
<b>Visual Impairment (Includes Blindness)</b>	0	0	0	2	0	<b>2</b>
<b>Orthopedic Impairment</b>	1	1	1	1	0	<b>4</b>
<b>Other Health Impairment</b>	5	65	45	112	2	<b>229</b>
<b>Multiple Disabilities</b>	1	4	2	2	0	<b>9</b>
<b>Deaf-Blindness</b>	0	0	0	0	0	<b>0</b>
<b>Traumatic Brain Injury</b>	0	0	0	0	0	<b>0</b>
<b>Total (Lines 1-13)</b>	<b>63</b>	<b>260</b>	<b>114</b>	<b>306</b>	<b>9</b>	<b>752</b>

## RECOMMENDED SETTINGS

### Report 14B: Report of All Students with Disabilities Receiving Services on October 2, 2019 - Ages 6-21

**Table 1: In regular school-based programs in buildings attended by disabled and nondisabled students**

		A	B	C	D	E	F
Line Number	Time INSIDE regular classroom	Age Group				Total	Total (10/3/18)
		6-11	12-13	14-17	18-21		
01	80% or more	178	82	153	3	416	439
02	40% to 79%	12	20	44	0	76	98
03	Less than 40%	47	2	9	1	59	57
04	<b>Total</b>	<b>237</b>	<b>104</b>	<b>206</b>	<b>4</b>	<b>551</b>	<b>594</b>

### Report 14B: Report of All Students with Disabilities Receiving Services on October 2, 2019 - Ages 6-21

**Table 2: In Separate Settings** Outside of regular school facilities, in buildings that are attended by students with disabilities only.

Line 4 includes students who are placed on home instruction by the CSE.  
Students who are home-schooled by parent choice are reported in Table 3.

		A	B	C	D	E	F
Line Number	Type of Setting	Age Group				Total	Total (10/3/18)
		6-11	12-13	14-17	18-21		
01	Separate School	14	6	19	3	42	48
02	Residential Facility	0	0	2	0	2	1
03	Hospital (In-patient)	0	0	0	0	0	0
04	Home Placement by CSE	0	0	0	0	0	1
05	<b>Total</b>	<b>14</b>	<b>6</b>	<b>21</b>	<b>3</b>	<b>44</b>	<b>50</b>

**Report 14B: Report of All Students with Disabilities Receiving Services  
on October 2, 2019 - Ages 6-21**

**Table 3: In Other Specific Settings.** School districts do not place students in these settings. Instead, students are in these settings because of court decisions or parental choice.

		A	B	C	D	E	F
Line Number	Type of Setting	Age Group				Total	Total (10/3/18)
		6-11	12-13	14-17	18-21		
01	Incarcerated in County Correctional Facilities *	0	0	0	0	0	0
02	Home Schooled at Parental Choice	1	0	0	0	1	0
03	Parentally Placed in Nonpublic School-Receiving Special Education	8	4	78	2	92	98
04	Parentally Placed in Nonpublic School-Not Receiving Special Education Services	0	0	1	0	1	1
05	<b>Total</b>	<b>9</b>	<b>4</b>	<b>79</b>	<b>2</b>	<b>94</b>	<b>99</b>

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**Report 14A: Report of School-Age Students with Disabilities Ages 4-5 Receiving Services on October 2, 2019**

**Table 1: Least Restrictive Environment (LRE) Setting for Students with Disabilities, Ages 4-5, who Receive SCHOOL-AGE Special Education and Related Services (codes ESA01 through ESA12) By Disability**

<b>Educational Environment</b>	<b>Autism</b>	<b>Other Health Impairment</b>	<b>Learning Disability</b>	<b>Intellectual Disability</b>	<b>Speech / Language Impairment</b>
Parentally placed in a nonpublic elementary school/ receiving majority of hours of special education / related services in the regular classroom.	0	0	0	0	0
PP in a nonpublic elementary school / receiving majority of hours of special education/ related services in some other location.	0	0	0	0	0
PP in a nonpublic elementary school / NOT receiving publicly funded special education and related services.	0	0	0	0	0
Attending a K/1 for <b>10 or more hours</b> a week and receiving the majority of hours of special education/ related services in the regular early childhood program.	0	1	0	0	10
Attending a K/1 for <b>10 or more hours</b> a week and receiving the majority of hours of special education/ related services in other location.	6	4	0	0	38
Attending a K/1 for <b>less than 10 hours</b> a week /receiving the majority of hours of special education/related services in some other location.	0	0	0	0	0
Separate Class	0	0	0	0	0
Separate School	0	0	0	0	0
<b>Total</b>	<b>6</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>48</b>

## EVALUATION OF PROGRAMS

### METHODS USED TO DETERMINE THE DEGREE TO WHICH SPECIAL EDUCATION OBJECTIVES ARE ACHIEVED

Comparing students' educational performances after special education services are provided to their prior progress is difficult, if not scientifically unsound. The curriculum becomes increasingly demanding on all children as they move through grade levels. Therefore, comparing the past rate of progress with the present rate would not adequately account for this acceleration in amount or depth of learning which needs to take place in order to maintain stationary academic standing.

However, the IEP provides a reference point to determine reasonable progress. The IEP explicitly describes each student's learning strengths and weaknesses and contains the stated goals and objectives for each child. These goals were unachieved in regular education even with the utilization of remedial teaching programs, test and instructional modifications and other adaptive technology or strategies. Therefore, the IEP becomes a reasonable source of data or measurement which helps to determine the efficacy of present special educational offerings and the need to decrease, maintain, increase or otherwise amend these services.

Another source of data to determine the ability of special education to meet its objectives is the extensive system of student evaluations conducted. These evaluations take place every three years as full scale individually administered standard tests for all our special education students. This provides a reference point for progress and site of growth for each child. Additionally, the data for progress monitoring and benchmarking is being used to drive instruction and measure growth.

Finally, it is critical to recognize that special education services are not always a destination point for special needs students. The clinical expertise of the staff provides consultation, diagnostic clarification and insight, and instructional recommendations for many students who are determined to be non-disabled by the CSE/CPSE or who are never brought to the CSE because of successful RTI implementation. This is the priority approach of the special education staff, to increasingly provide pre-emptive consult and services in the early school years or in the early stages of academic or social struggles for children. Further assessment is done by comparing the number of building level Response to Intervention meetings and the percentage of these students referred for further CSE evaluation.

## **ALLOCATION OF SPACE FOR SPECIAL EDUCATION PROGRAMS**

The West Islip Board of Education has adopted policy and procedures to ensure appropriate space within the district for all necessary programs. It is the policy and practice of the Board of Education of the district to ensure, to the fullest extent possible, that students with disabilities residing in the district shall be educated within the school district. It is the policy and practice of the Board of Education to ensure, to the fullest extent possible, the allocation of appropriate space within the district for special education programs that meet the needs of school-age students with disabilities. Special education services shall not be denied simply because of a lack of appropriate space.

The West Islip Board of Education supports a system of services offered in the least restrictive environment and will continue to offer space as needed for students with disabilities.

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**Special Education Budget**

**Projected 2020-2021 School Year**

<b>Salaries</b>	<b>\$ 7,402,132.00</b>
<b>Tuition</b>	<b>\$ 2,690,000.00</b>
<b>Professional and Technical</b>	<b>\$ 1,305,000.00</b>
<b>Service Contracts</b>	<b>\$ 2,500.00</b>
<b>BOCES</b>	<b>\$ 3,849,991.00</b>
<b>Supplies</b>	<b>\$ 20,460.00</b>
	<hr/>
<b>Total</b>	<b>\$ 15,270,083.00</b>
<b>NYS IDEA Grant 611 (**2019-2020)</b>	<b>\$ 1,224,759.00</b>
<b>NYS IDEA Grant 619 (**2019-2020)</b>	<b>\$ 56,493.00</b>
	<hr/>
<b>Total projected 2020-2021 Budget (*estimated)</b>	<b>\$ 16,551,335.00</b>

## APPENDICES

### APPENDIX A

#### BOARD OF EDUCATION POLICY 7610

2016 7610

Students

#### **SUBJECT: SPECIAL EDUCATION: DISTRICT PLAN**

A District plan shall be developed and updated every two years describing the Special Education program in the West Islip Union Free School District. The District plan shall include the following:

- a) A description of the nature and scope of special education programs and services currently available to students residing in the District, including but not limited to descriptions of the District's resource room programs and each special class program provided by the District in terms of group size and composition.
- b) Identification of the number and age span of students (school age and preschool) to be served by type of disability and recommended setting.
- c) The method to be used to evaluate the extent to which the objectives of the program have been achieved.
- d) A description of the policies and practices of the Board of Education to ensure the allocation of appropriate space within the District for special education programs that meet the need of students and preschool children with disabilities.
- e) The estimated budget to support such plan.
- f) The date on which such plan was adopted by the Board of Education.

The District plan, with personally identifiable student information deleted, shall be filed and available for public inspection and review by the Commissioner.

8 New York Code of Rules and Regulations  
(NYCRR) Section 200.2(c)

## **APPENDIX B**

### **INDEPENDENT EDUCATIONAL EVALUATIONS**

At the time of CSE initial or reevaluation, the Office of Special Education will inform parents regarding their right to an independent educational evaluation by providing them with a copy of the Procedural Safeguards Notice. When they disagree with the evaluation conducted by the CSE, parents may request an independent educational evaluation at district expense. A parent is entitled to only one independent educational evaluation at public expense each time the school conducts an evaluation with which the parent disagrees. The District will consider evaluations conducted within a 50-mile radius of the District. The District is not responsible for mileage to and from the evaluation site. The school district has a right to initiate an impartial hearing to demonstrate that its evaluation is appropriate or that the evaluation obtained by the parent does not meet school district criteria. If a hearing officer determines that the district's evaluation was appropriate or the evaluation obtained by the parent did not meet school district criteria, the parent is not entitled to reimbursement at district expense. Any independent educational evaluation, whether paid for by the parent or by the school district, will be reviewed by the CSE and taken into consideration in its final placement determination. If parents intend to seek funding for the cost of the evaluation, they must adhere to the following criteria:

- The qualifications of the evaluator and the location of the evaluation shall be the same as the criteria which the district uses when it initiates an evaluation.
- Psychologists must be licensed by the State of New York as clinical psychologists or certified as school psychologists. If certified as a school psychologist, the evaluator must conduct the evaluation in a school setting.
- Other evaluators should be appropriately certified in the area of their specialty by the New York State Education Department.
- The tests performed must be norm referenced for individual evaluations appropriate for the age and educational level of the student, and measure the same cognitive, motor, and affective skills as district tests.
- The cost of the independent evaluation requested by a hearing officer shall be at district expense.
- Reimbursement will not be in excess of the reasonable cost of such evaluations, less the portion of such costs paid through insurance or Medicaid payments. In the absence of unusual circumstances, costs will be deemed reasonable and allowable in accordance with the following fee schedule:

Psychoeducational Evaluation \$2500  
Neurological Evaluation \$550  
Educational Evaluation \$600  
Speech/Language Evaluation \$500  
Occupational Therapy Evaluation \$175  
Physical Therapy Evaluation \$175  
Psychiatric Evaluation \$1000  
Neuropsychological Evaluation \$4000  
Audiological Evaluation \$350  
Assistive Technology Evaluation \$1500  
Functional Behavior Assessment \$700

**PROVIDERS FOR INDEPENDENT EDUCATIONAL EVALUATIONS:**

**ACCESS-7 SERVICES**

6080 Jericho Turnpike  
Suite 200  
Commack, New York 11725

**ACHIEVE BEYOND**

538 Broadhollow Road  
Suite 202  
Melville, New York 11747

**BROOKVILLE CENTER FOR CHILDREN'S SERVICES**

189 Wheatley Road  
Brookville, New York 11545

**DAVINCI EDUCATIONAL RESEARCH**

550 North Country Road  
St. James, New York 11780

**GAYLE E. KLIGMAN THERAPEUTIC RESOURCES**

A/K/A KIDZ THERAPY  
300 Garden City Plaza  
Suite 350  
Garden City, New York 11530

**LIDC (LONG ISLAND DEVELOPMENTAL CONSULTING)**

1355 Stony Brook Road  
Stony Brook, New York 11790

**LITTLE ANGELS CENTER, INC.**

235 Blue Point Avenue  
Blue Point, NY 11715

**METRO THERAPY**

1363 Veteran Memorial Highway #8  
Hauppauge, New York 11788

**NEW YORK THERAPY**

5225 Nesconset Highway #30  
Port Jefferson Station, New York 11776

## **APPENDIX C**

### **PROVISION OF SERVICES TO SCHOOL AGE STUDENTS WITH DISABILITIES NOT SUBJECT TO COMPULSORY ATTENDANCE REQUIREMENTS AND NOT ENROLLED IN SCHOOL**

The Committee on Special Education (CSE) is responsible to provide special education services to a child with a disability under the age of seven who is eligible for school-age services, not subject to compulsory attendance requirements, and not on a regular school attendance register for school-age children. These are children with disabilities determined by the CSE to be eligible for school-age special education services who are no longer eligible for preschool special education services (CPSE), are not parentally placed in a nonpublic elementary school, and are not being home schooled.

If a parent of a child who meets the above criteria elects not to enroll his/her child with a disability in the public school until the child is of compulsory school age, the CSE of the child's school district of residence is responsible to develop an individualized education program and offer special education services to the child. The site where the services are to be provided has been determined by the Board of Education to be the elementary school where the child is registered. For the purpose of claiming State Aid for the provision of special education, these children are deemed enrolled.

## APPENDIX D

### **GUIDANCE ON PARENTALLY PLACED NONPUBLIC ELEMENTARY AND SECONDARY SCHOOL STUDENTS WITH DISABILITIES PURSUANT TO THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA) 2004 AND NEW YORK STATE (NYS) EDUCATION LAW SECTION 3602-c**

Education Law section 3602-c, as amended by Chapter 378 of the Laws of 2007, establishes New York State's (NYS) requirements relating to the provision of special education to students with disabilities enrolled in nonpublic elementary and secondary schools by their parents. Under the provisions of section 3602-c, students with disabilities, placed by their parents in nonpublic schools, are entitled to receive special education services in accordance with an Individualized Education Services Program (IESP) from the public school district in which the nonpublic school is located, while they receive general education from the nonpublic school where their parents enrolled them.

Federal regulation (34 Code of Federal Regulations (DFR) section 300.130) defines parentally placed private (or nonpublic) school children with disabilities as "children with disabilities enrolled by their parents in private, including religious, schools or facilities that meet the definition of elementary or secondary school, other than children with disabilities covered under 34 CFR 300.145-147 – "Placement of children by parents if free appropriate public education (FAPE) is at issue."

**District of location** means the school district within whose boundaries a nonpublic elementary or secondary school is located.

**District of residence** means the school district where the student legally resides.

**Elementary or secondary school** means a school providing an education program to students in grades kindergarten through grade 12.

### **CONSULTATION REQUIREMENTS**

The **school district of location** must consult with nonpublic school representatives and representatives of parents of parentally placed nonpublic school students with disabilities enrolled in nonpublic elementary and secondary schools located within the boundaries of the school district during the design and development of special education and related services for students with disabilities and throughout the school year to ensure that parentally placed nonpublic school students identified through the child find process can meaningfully participate in the special education and related services. The school district must engage in consultation regarding the child find process, provision of special education services, and use of federal funds. Consultation is not specific to individual students. Individual services are determined by the Committee on Special Education (CSE). The consultation process must be timely and meaningful and include discussion of the following:

#### ***1. Child Find***

- The child find process and how parentally placed nonpublic school students suspected of having a disability can participate equitably, including how parents, teachers and nonpublic school officials will be informed of the process.

- How the consultation process will operate throughout the school year to ensure that parentally placed nonpublic school students with disabilities identified through the child find process can meaningfully participate in special education and related services.

## **2. Provision of Special Education Services**

- How, where and by whom special education and related services will be provided to such students, including a discussion of types of services, such as direct services and alternate service delivery mechanisms. For example:
  - the scheduling for resource room services;
  - whether services would be provided onsite and offsite of the nonpublic school or the factors that would be considered in the determination of where services would be provided;
  - whether services will be provided by the public school district directly or provided through contract with another agency.
- For students who reside out-of-state but are parentally placed in nonpublic schools located in the geographic boundaries of the public school, how a proportionate share of federal IDEA Part B funds will be spent on special education services to such students.
- How, if the school district disagrees with the views of the nonpublic school officials in the provision of services or the types of services, whether provided directly or through a contract, the school district shall provide to the nonpublic school officials a written explanation of the reasons why the school district chose not to provide services directly or through a contract.

## **3. Use of Federal Funds**

- The determination of the proportionate amount of federal funds available to serve parentally placed nonpublic school students with disabilities, including the determination of how the amount was calculated.
- How such services will be apportioned if funds are insufficient to serve all parentally placed out-of-state resident students with disabilities and how and when these decisions will be made.

*(Note: For all NYS students, the school district must provide services pursuant to the student's IESP, regardless of the apportionment of federal funds. For students who are not New York residents who are parentally placed in NYS nonpublic schools, the school district would need to consult on how such students can participate equitably consistent with the federal proportionate share of IDEA funds.)*

## **CHILD FIND REQUIREMENT**

The **school district of location** is responsible for child find for students who are parentally placed in nonpublic schools located in their geographic boundaries. Child find is the practical method the public school district will develop and implement to identify, locate and ensure the evaluation and identification of students with disabilities who are parentally placed in nonpublic schools.

- The child find activities must be similar to activities undertaken for students with disabilities in its public schools and must be completed in a time period comparable to that for other students attending public schools in the school district.

- Each public school district must consult with the nonpublic schools where students are parentally placed to determine an accurate count of students with disabilities attending such schools and receiving special education services.
- The district of location must have procedures for conducting evaluations and reevaluations of students enrolled in nonpublic schools located within their district within required timeframes and at no cost to parents.
- Unless the parent and district agree otherwise, the district of location must conduct a reevaluation at least once every three years of each parentally placed nonpublic school student with a disability, even if the student is not currently receiving special education services. It is important that required reevaluations are conducted because they provide current data needed to determine the total number of eligible students which is used in calculating the proportionate share of funds that must be used on services.

**PARENT CONSENT:**

Federal regulation (34 CFR Section 300.300) establishes specific parent consent requirements for parentally placed nonpublic school students, as follows:

**Consent for sharing personally identifiable information regarding special education:**

- If a student with a disability is parentally placed, or is going to be parentally placed in a nonpublic school that is not located in the school district where the student legally resides, parental consent must be obtained before any personally identifiable information about the student relating to special education is shared between officials in the public school district of location and officials in the public school district of residence. Therefore, parental consent is required before sharing individual evaluations, individualized education programs (IEPs), IESPs or Service Plans and other special education records between the district of location and the district of residence.

**Consent for initial evaluations and reevaluations:**

- If a parent who has placed a student with a disability in a nonpublic school at his/her expense does not provide consent for the initial evaluation or the reevaluation, or the parent fails to respond to a request to provide consent, the school district may not use the consent override procedures described in 34 CFR sections 300.300 (a)(3) and (c)(1) and the school district is not required to consider the student as eligible for special education services under 34 CFR Sections 300.132 through 300.144.

**FOR STUDENTS WHO ARE RESIDENTS OF NYS, THE FOLLOWING REQUIREMENTS APPLY:**

**Development of the IESP**

- The CSE of the district of location must develop an IESP for students with disabilities who are NYS residents and who are enrolled by their parents in nonpublic elementary and secondary schools located in geographic boundaries of the public school.
- The IESP must be developed in the same manner and with the same contents as an IEP is developed.
- The CSE must ensure that a representative of the nonpublic school where the student attends is included in the meeting where the IESP is developed. If the representative cannot attend, the school district must use other methods to ensure participation by the nonpublic school, including individual or conference telephone calls.

- The IESP must be reviewed periodically, but not less than annually.

#### **Parent Request for Special Education Services**

- The parent must request special education services in writing to the school district of location by June 1 preceding the school year for which the request for services is made, except that when a student is first identified as a student with a disability after the first day of June preceding the school year for which the request is made and prior to the first day in April of such current school year, the parent must submit the written request for services within 30 days after a student was first identified.

#### **Provision of Special Education Services**

- The school district of location is responsible to provide special education services pursuant to the IESP developed for each eligible student. Services must be provided on an equitable basis as compared to other students with disabilities attending public or nonpublic schools located within the school district.
- The manner (how, where and by whom) in which special education and related services will be provided to students is determined by the district of location based on the consultation process and in consideration of the individual needs of the student. The final decision with respect to services provided to individual students is made by the CSE of the district of location. Services provided to parentally placed students may be provided on the site of the private school or at another location.

#### **Due Process Complaints**

A parent of a student who is a NYS resident who disagrees with the individual evaluation, eligibility determination, recommendations of the CSE on the IESP and/or the provision of special education services may submit a Due Process Complaint Notice to the school district of location.

#### **Process for the School District of Location to Recover its Costs from the School District of Residence for NYS Resident Students**

The actual cost for CSE administration, evaluations and special education services provided to a student with a disability who is a resident of NYS but a nonresident to the district of location may be recovered from the student's school district of residence as follows:

- If the district of location has parent consent to share personally identifiable special education information about the student with the district of residence, the district of location is entitled to bill the district of residence for the costs of evaluation, CSE administration and providing services. The amount charged by the district of location cannot exceed the actual cost of the school district of location, after deducting any costs paid with Federal or State funds.

#### **OR**

- In the event the parent has not provided consent to release personally identifiable information concerning their child, the school district of location must submit to the Commissioner, in a form prescribed by the Commissioner (under development), a claim for costs of services, evaluation costs, and CSE administrative costs.
- Parental consent must be obtained before any personally identifiable information about the student relating to special education is shared between officials in the public school district of location and officials in the public school district of residence. Therefore, parent consent to share special education information between the two public school districts is required before billing a district of residence for the cost of special education services provided to the student by the district of location.

**FOR OUT-OF-STATE STUDENTS WITH DISABILITIES, PARENTALLY PLACED IN NONPUBLIC SCHOOLS LOCATED WITHIN NYS, THE FOLLOWING REQUIREMENTS APPLY:**

**Child Find**

A school district in which nonpublic elementary schools and secondary schools are located must, in carrying out its child find requirements, include parentally placed nonpublic school children who reside in a state other than the state in which the nonpublic schools that they attend are located (34 CR Section 300.131 (f)).

The school district of location must evaluate an out-of-state parentally placed student suspected of having a disability. Pursuant to federal requirements, the cost of the evaluation cannot be billed to the district of residence or the state where the student legally resides, nor can the federal Part B proportionate share of dollars be used for child find, including evaluations.

**Parent Request for Services**

The June 1 date to request services does not apply to residents of another state who are parentally placed in a nonpublic school located in NYS.

**Services Plan**

The school district of location is obligated to provide special education services to an eligible student who legally resides in another state and is parentally placed in a nonpublic school located in NYS **only** to the extent that such services provide the student equitable participation in the services funded with federal IDEA funds. A description of these services is to be provided to the CSE of the district of location. The Services Plan is the written plan that describes the specific special education and related services that the district of location will provide to the student, consistent with the services that the school district of location has determined through the consultation process to be provided to such students **in relation to the proportionate share of federal IDEA Part B dollars**.

The Services Plan must, to the extent appropriate, be developed, reviewed and revised by the CSE of school district of location consistent with the requirements for development of an IEP. The parent(s) of the student must be invited to the meeting and the district of location must also ensure that a representative of the nonpublic school where the student attends be included in the meeting where the service plan is developed. If the nonpublic school representative cannot attend, the school district must use other methods to ensure participation by the nonpublic school, including individual or conference telephone calls. The Services Plan must be reviewed periodically, but not less than annually.

**Due Process**

A parent of an out-of-state student suspected of having a disability has the right to mediation or an impartial hearing for disputes regarding evaluations and an eligibility determination. Since out-of-state resident students have no individual right to services, there is no right to mediation or an impartial hearing for disputes regarding services.

**Costs for Services**

The provision of services to out-of-state students is limited to services based on a proportionate share of federal IDEA funds. Federal law provides no mechanism for interstate billing.