

# AGENDA



## BOARD OF EDUCATION

August 10, 2017

Beach Street Middle School  
17 Beach Street

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

# A G E N D A

## REGULAR MEETING OF THE BOARD OF EDUCATION

August 10, 2017

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards only. (Name and address required) - This will be limited to 20 minutes and will continue only as long as it is conducted in an orderly fashion.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the July 5, 2017 Reorganization Meeting, the July 5, 2017 Regular Meeting, and the July 27, 2017 Special Meeting.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES:**
  - A) Finance Committee {8/10/2017}
  - B) Policy Committee  
*Second Reading:* No. 7110 Attendance
- IX. **FINANCIAL MATTERS**
  - A) Treasurer's Report
- X. **BUSINESS ITEMS**
  - A) Approval of Budget Transfers {None}
  - B) Approval of Donation
    1. Box Tops for Education → Beach \$501.30
    2. Ahold Financial Services → Bayview \$1,358.15
    3. Ahold Financial Services → Manetuck \$968.75
  - C) Approval of Contracts
    1. Capital Markets Advisors, LLC
    2. Da Vinci Education & Research, LLC
    3. Deer Park School District
    4. Developmental Disability Institute
    5. DGC Systems Inc.
    6. Laura Anne Hershberger, M.D.
    7. Little Angels Center, Inc.
    8. Long Island Developmental Consulting, Inc. (LIDC)
    9. Long Island Select Healthcare
  - D) Approval of Surplus Items
    1. Science textbooks and materials ~ West Islip High School and Bayview
    2. Calculators ~ West Islip High School
    3. World Language textbooks ~ Beach
    4. English Language Arts textbooks ~ Beach
    5. GMC Van 2001 #63
  - E) Approval of
    1. Resolution re: 2017-2018 Tax Levy
    2. Resolution re: 2017-2018 Income Eligibility Guidelines for Free and Reduced Price Meals or Free Milk

- XI. **PRESIDENT'S REPORT**
- XII. **SUPERINTENDENT'S REPORT**
- XIII. **NOTICES/REMINDERS**
  - A) First day of school for teachers ~ Wednesday, August 30, 2017
  - B) First day of school for students ~ Tuesday, September 5, 2017
- XIV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**
- XV. **INVITATION TO THE PUBLIC** - *The public, at this time, is cordially invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards only. (Name and address required) ~ 20 minute time limit*
- XVI. **\*EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation.*
- XVII. **CLOSING** - Adjournment

*\*The Board may adjourn during the course of the meeting for an Executive Session, at the conclusion of which the Board will re-convene/ act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*

**ANNUAL REORGANIZATIONAL MEETING OF THE BOARD OF EDUCATION**  
**July 5, 2017 –Beach Street Middle School**

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

ABSENT: Mr. Brady, Mr. Zotto

ADMINISTRATORS: Mrs. Burns

ABSENT: Mrs. Duffy, Dr. Rullan

ATTORNEY: Mr. Volz

---

The Constitutional Oath of Office was administered by Attorney Thomas Volz to incumbent board member Ronald Maginniss and newly elected board member, Paul Michaluk. All Board members present read and signed the required Statement of Assurances (Board Policy 6110 – Code of Ethics for All District Personnel).

Meeting was called to order at 7:32 p.m., followed by the Pledge.

Mr. Gellar opened the floor for nominations for President of the Board of Education for the 2017-2018 school year. Annmarie LaRosa nominated Steven Gellar, seconded by Kevin O'Connor. There were no other nominations. Mr. Gellar closed the floor for nominations. Motion to nominate Steven Gellar for President was carried when all Board members present voted in favor.

Mr. Gellar opened the floor for nominations for Vice President of the Board of Education for the 2017-2018 school year. Kevin O'Connor nominated Annmarie LaRosa, seconded by Ron Maginniss. There were no other nominations. Mr. Gellar closed the floor for nominations. Motion to nominate Annmarie LaRosa for Vice President was carried when all Board members present voted in favor.

The Constitutional Oath of Office was administered by Attorney Thomas Volz to President Gellar.

The Constitutional Oath of Office was administered by Attorney Thomas Volz to Vice President LaRosa.

Requests for membership on the following Board Committees/Liaisons were distributed to trustees and President Gellar will assign members accordingly.

Audit  
Buildings & Grounds  
Education  
Finance  
Legislative Action  
Policy  
Public Relations  
Safety and Security

Liaison to Council of PTA  
Liaison to Health and Wellness  
Liaison to Special Education  
Liaison to Student/School Board  
NYSSBA Convention Voting Delegate  
NYSSBA Legislative Contacts  
Islip School Boards Association

Building Inspections:  
Bayview  
Kirdahy  
Manetuck  
Oquenock  
Paul J. Bellew  
Westbrook

Beach  
Udall  
West Islip High School

Motion was made by Kevin O'Connor, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve appointment of Mary Hock as District Clerk, Patricia Denninger (alternate) for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve appointment of June Mellon as District Treasurer and Mary Hock as Deputy Treasurer for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve appointment of Board of Registration for the 2017-2018 school year as follows: Anne Kuhlwilms; alternates - Rhonda Rauch, Rosemary Dowling.

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor and carried when all Board members present voted in favor to set amount of Treasurer's Bond at \$1,000,000.00 for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to set amount of Claims Auditor's Bond at \$1,000,000.00 for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve appointment of Patricia Plompen as Claims Auditor for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve appointment of Robert Nocella as Purchasing Agent for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve appointment of Deborah Falcon as Deputy Purchasing Agent for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve appointment of Patricia Denninger as Records Access Officer for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve appointment of R.S. Abrams & Co., LLP as District Auditor for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve appointment of Thomas M. Volz, PLLC as Attorney/Legal Officer for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve appointment of Chief/School Physicians for the 2017-2018 school year as follows: Dr. Marc Cimmino, Chief School Physician; Dr. Tracy Onal; Dr. Robert A. Smolarz; Dr. Leonard P. Savino; L. Atkinson, RPA; Dr. Costa Constantatos; Dr. Jorge Montes; Joseph Tommasino, RPA; Dr. Jennifer Mingione; Dr. Ira Woletsky (Pediatrician); Dr. Jack Marzec; Dr. Phil Schrank; Dr. Mark Gudesblatt; Dr. Paul Greenblatt; Dr. Sarita Duchatelier; and Dr. Keith Chu Cheong; Emergency Medical Technician Coverage for Athletic Events: Robert Mallimo, Ryan McNally, Richard Naeder, Kristine Ostrem, Jessie Schoendorf, Coleen Lamberson.

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve Newspapers Designated to Carry Legal Notices for the 2017-2018 school year as follows: *Babylon Beacon, Islip Bulletin* and *Newsday*.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve Depositories Designated for the 2017-2018 school year as follows: Citibank, J.P. Morgan Chase, Capital One Bank, HSBC, CLASS, TD Bank, Empire National Bank, People's United Bank, N.A.

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve appointment of Committee on Special Education and Committee on Pre-School Special Education/Alternates/Secretaries for the 2017-2018 school year (list included in supplemental file).

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve reappointment of District Team – New Compact for Learning for the 2017-2018 school year as follows: Mrs. Luann Dunne, WISE; Mr. James Moran, UPSEU - Local 424; Ms. Patty McCabe, PTA – Elementary; Ms. Dina Brandenstein, PTA – Middle School; Ms. Laurie Mallimo, PTA – High School; Student Senate Representative, WIHS Student; Student Senate Representative, WIHS Student; Mrs. Bernadette Burns, Superintendent; Mrs. Dawn Morrison, WIASA – Elementary; Mr. Daniel Marquardt, WIASA – Middle School; Dr. Anthony Bridgeman, WIASA – High School; Ms. Karen Desz, WITA – Elementary; Mrs. Catherine Dolan-Stefanak, WITA – Middle School; Mr. Joseph Dixon, WITA – High School.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve appointment of Health and Wellness Alliance Committee Members for the 2017-2018 school year as follows: Marybeth Bevan, Angie Carpenter, Marcelle Crudele, Christine Herzlinger, Tim Horan, Chris Kaigh, Annmarie LaRosa, Wendy Loddigs, Jack Maniscalco, Lisa Martinolich, Tricia Mileti, Dawn Morrison, Kim Motekew – Y.E.S., John Mullins, Pricilla Olsen, Nicole Perperis, Carrie Russo, Stephanie Sloan, Karen Sossin, Jamie Winkler, Christine Kearney, Michael Zotto, Maryann Pfeiffer – YES and Dr. Marc Cimmino – Chief School Physician.

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve adoption of the following resolution and appointment of Impartial Hearing Officers for the 2017-2018 school year: WHEREAS, the Regulations of the Commissioner of Education, Pursuant to Sections 207, 3214, 4403, 4404, and 4410 of the Education Law, Part 200, amended January 2007, Section 200.2(e) states that “the Board of Education or trustees of each school district shall establish a list of: (1) The names and statement of the qualifications of each impartial hearing officer who is: (i) certified by the Commissioner of Education pursuant to section 200.1(x)(2) of this Part and; (ii) available to serve in the district in hearings conducted pursuant to Education Law section 4404(1). Appointment of impartial hearing officers pursuant to Education Law section 4404(1) shall be made only from such list and in accordance with the rotation selection process prescribed herein and the timelines and procedures in section 200.5(j) of this Part. Such names will be listed in alphabetical order. Selection from such list shall be made on a rotational basis beginning with the first name appearing after the impartial hearing officer who last served or, in the event no impartial hearing officer on the list has served, beginning with the first name appearing on such list. Should that impartial hearing officer decline appointment, or if, within 24 hours, the impartial hearing officer fails to respond or is unreachable after reasonable efforts by the district that are documented and can be independently verified, each successive impartial hearing officer whose name next appears on the list, shall be offered appointment, until such appointment is accepted. The name of any newly certified impartial hearing officer who is available to serve in the district shall be inserted into the list in alphabetical order (list included in supplemental file).”

All Board members are considering the dates/building site for the 2017-2018 Regular and Planning Session meetings of the West Islip Board of Education (list included in supplemental file).

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve the setting of the date/time for 2018 West Islip High School Commencement Exercises – Saturday, June 23, 2018 at 9:00 a.m..

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve adoption of the following resolution re: Federal Funded Programs: **BE IT RESOLVED**, that, the Board grants authority for the 2017-2018 school year for the West Islip Union Free School District (West Islip Public Schools) to participate in an ECLA Title I Program developed to provide instructional activities and services for the educationally disadvantaged students who reside in said school district under available Federal funds; and

**BE IT FURTHER RESOLVED**, that, the Assistant Superintendent for Curriculum and Instruction be designated as Coordinator of Federal Programs; or other designee determined by the Superintendent of Schools, and that the Superintendent of Schools be authorized to represent the Board of Education in making application for any and all federal funds and the supervision thereof.

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve adoption of the following resolution re: Residency Determination: **BE IT RESOLVED**, that the Board of Education of the West Islip UFSD designates the Superintendent of Schools to make determinations regarding whether a child is entitled to attend the schools of the District in accordance with Section 100.2(x)&(y) of the Regulations of the Commissioner for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve adoption of the following resolution re: Bernadette M. Burns and Dr. Anne M. Rullan are certified as Qualified Lead Evaluators of teachers and building principals having successfully completed the training requirements (resolution attached in supplemental file).

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve adoption of the following resolution re: Administrators listed are certified as Qualified Lead Evaluators of teachers having successfully completed the training requirements (resolution attached in supplemental file).

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve adoption of the following resolution re: DASA Coordinators: **BE IT RESOLVED**, that as required by the State Education Department, in accordance with the requirements of the Dignity for All Students Act, the West Islip Board of Education does hereby appoint the following staff members to the position of DASA Coordinator, effective July 1, 2017.

Dr. Anthony Bridgeman	-	West Islip High School
Mr. Andrew O'Farrell	-	Beach Street Middle School
Mr. Daniel Marquardt	-	Udall Road Middle School
Mr. John Mullins	-	Bayview Elementary School
Mrs. Dawn Morrison	-	Manetuck Elementary School
Mr. Jack Maniscalco	-	Oquenock Elementary School
Ms. Rhonda Pratt	-	Paul J. Bellew Elementary School

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve Standard Work Day and Reporting Resolution: **BE IT RESOLVED**, that the West Islip Board of Education hereby established the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

<u>Title</u>	<u>District Clerk</u>	<u>District Treasurer</u>	<u>Claims Auditor</u>
Name	Mary Hock	June Mellon	Patricia Plompen
Standard Work Day	2	7	2
Term Begins/Ends	7/1/17	7/1/17	7/1/17
Participates in the Employer's Time Keeping System (Y/N)	Y	Y	Y
Days/Month Based on Record of Activities	20	20	20

Motion was made by Annmarie LaRosa, seconded by Ron Maginnis, and carried when all Board members present voted in favor to approve adoption of the following resolution re: Chief Emergency Officer: **BE IT RESOLVED**, that the Board of Education of the West Islip UFSD designates the Superintendent of Schools as the Chief Emergency Officer in accordance with the West Islip UFSD district-level safety plan and Education Law §2801-a for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve appointment of Assistant Superintendent for Curriculum and Instruction and Assistant Superintendent for Business as Title IX Compliance Officers for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve appointment of Instructional Review Committee for the 2017-2018 school year as follows: Anne Rullan, Assistant Superintendent for Curriculum and Instruction; Andrew O'Farrell, Secondary Principal; Dawn Morrison, Elementary Principal; To be named as appropriate, Program Director; Anne Bean, Library-Media Specialist; Tina Schaefer, Secondary Teacher; Christina Krueger, Elementary Teacher; TBD, Community Member.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve appointment of Patricia Denninger and Mary Hock (alternate) as person authorized to accept service re: subpoenas, lawsuits, etc. for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve appointment of Board of Education as Audit Committee for the 2017-2018 school year.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve appointment of Cullen & Danowski, LLP as Internal Auditor.

Motion was made by Annmarie LaRosa, seconded by Ron Maginnis, and carried when all Board members present voted in favor to approve Cell Phone Usage as per Board Policy 5570 (list included in supplemental file).

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve adoption of the following resolution re: Attendance by Board Members at Conferences, Conventions and Workshops {Policy No. 2320}: **BE IT RESOLVED** that the Board of Education of the West Islip UFSD designates the President of the Board of Education to authorize Board of Education member attendance at conferences, conventions, workshops, etc.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to adjourn at 7:46 p.m.



**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**July 5, 2017 –Beach Street Middle School**

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

ABSENT: Mr. Brady, Mr. Zotto

ADMINISTRATORS: Mrs. Burns

ABSENT: Mrs. Duffy, Dr. Rullan

ATTORNEY: Mr. Volz

---

Meeting was called to order at 7:47 p.m. Mr. Gellar welcomed new board member Paul Michaluk to the Board of Education.

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve motion to rescind the June 20, 2017 appointment of Kristen Newman to a Probationary Teaching Position in the Mathematics tenure area effective August 31, 2017 to August 30, 2020; and to appoint Kristen Newman to a Probationary Teaching Position in the mathematics tenure area effective August 30, 2017 to August 29, 2020.

**APPROVAL OF MINUTES:**

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve the minutes of the June 20, 2017 Planning Session.

**PERSONNEL:**

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Erin Bies, Social Worker, effective August 30, 2017 to August 29, 2021 (Oquenoek; Step 1A<sup>1</sup>; new position).

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Julia Cardo, Science, effective August 30, 2017 to August 29, 2021 (Beach/Udall; Step 1A<sup>1</sup>; replacing C. Marro {retired}).

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Sarah Spoering, World Language, effective August 30, 2017 to August 29, 2021 (High School; Step 1A<sup>4</sup>; replacing V. LoPiccolo {terminated}).

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Avery Yurman, Music, effective August 30, 2017 to August 29, 2021 (Manetuck/Oquenoek; Step 1A<sup>1</sup>; replacing L. LaPinta {retired}).

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

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Giavanna Donarumia, Social Studies, effective August 30, 2017 – June 30, 2018 (High School; Step 1A<sup>1</sup>; replacing B. Fiorini {leave of absence}).

Motion was made by Kevin O'Connor, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Justine Ferrar, Elementary, effective August 30, 2017 to June 30, 2018 (Manetuck; Step 2+; replacing M. Solnick {leave of absence}).

Motion was made by Kevin O'Connor, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: FALL 2017 MIDDLE SCHOOL COACHES:

GIRLS TENNIS: Patrick Tunstead, 7-8 Udall/Beach Coach.

FIELD HOCKEY: Kelly Weisenseel, 7-8 Beach Coach.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem): Julia Iannielli, effective September 5, 2017, student teacher.

Motion was made by Kevin O'Connor, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: CURRICULUM WRITING SUMMER 2017:

Grade 2  
Cynthia LaPrarie  
Jessica Shaw  
Daria Solano

IB Chemistry SL  
Jessica Levings  
Melissa Morana  
Kathleen Scrivani

Grade 5  
Justin DeMaio

M.S Research  
Kristine Hagens  
Mary Kroll  
Lynn Larsen

Grade 6  
Andrea Miller

Motion was made by Paul Michaluk, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SUMMER SCHOOL 2017:

Algebra I  
Alyssa Urbach

Global History  
Edward Jablonski

English  
Linda Gifford

Living Environment  
Sara Kohamin

Geometry  
Nancy Yost

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve OTHER: MIDDLE SCHOOL SUMMER ACADEMY PROGRAM 2017: Jill Fedun; Elizabeth Kelly; Elaine Longo.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: REGENTS REVIEW SUMMER 2017:

Chemistry  
Kristie Ferruzzi

Living Environment  
Sara Kohamin

Earth Science  
Julia Cardo

Motion was made by Annmarie Larosa, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: SUMMER INVESTIGATIONS PROGRAM 2017: Summer Investigations Aides: Debra Harrell; Eileen Magaraci; Tara Miller.

CURRICULUM UPDATE:

Mrs. Burns informed the audience that June Regents results were impressive: Algebra 2 had a passing rate of 89.6% and Geometry had an 83.7% passing rate. Mrs. Burns felt there is still room for improvement with mastery rates but the district is pleased with the direction of these results. Mrs. Burns also advised that 16 of 17 students earned the IB diploma. Worldwide, the typical pass rate for the International Baccalaureate Diploma is 65-80%; 94% of West Islip IB candidates earned the diploma, the fifth year of the district's program.

REPORT OF COMMITTEES:

Policy Committee: Mrs. LaRosa informed the audience that the annual review took place on the following policies and a First Reading took place on the Attendance Policy. The committee continues to review the attendance policy; a Second Reading will take place next month. Mrs. Burns explained a change in the policy regarding unexcused absences: students missing school due to an unexcused absence *will receive a grade penalty for classroom work, quizzes and/or tests that are made up* instead of no credit for such work. These regulations will be discussed further at the August meeting and the policy and regulation changes will be communicated to students and parents prior to the opening of school.

- No. 5412 Purchasing Procedures
- No. 5421 Procurement of Goods and Services
- No. 5610 Insurance
- No. 5623 Use of School Owned Materials and Equipment
- No. 5683 Districtwide Safety Committee
- No. 6150 Alcohol, Drugs and Other Substances (School Personnel)
- No. 7320 Alcohol, Drugs and Other Substances (Students)

First Reading:

- No. 7110 Attendance

FINANCIAL MATTERS:

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve the following donation: Warren Haas – Oquenock - \$1,700 ~ Buddy Bench in honor of David Haas.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve the following Long Island School Food Nutrition Directors' Association Cooperative Bids 2017-2018: Bagels; Bread; Commodity Foods Direct Diversion; Dairy; Dishwashing/Cleaning Supplies; Drinks/Coffee; Frozen; Grocery; Ice Cream with Equipment; Large Kitchen Equipment; Meat; Paper, Disposables and Cleaning Supplies; Small Wares; Snacks-Smart; Snacks-Non-Complaint.

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve the following Contracts: 2016-2017: St. James Tutoring, Inc.; 2017-2018: Access 7 Services, Inc.; Babylon UFSD; Brookville Center for Children's Services; Cleary School for the Deaf; Commack UFSD (7/1/17-8/30/17); Home Care Therapies, LLC d/b/a Horizon Healthcare Staffing; Little Flower School District; Metro Therapy; Nassau Suffolk Services for Autism-The Martin C. Barel School; NYSARC, Inc. Suffolk Chapter; The Hagedorn Little Village School; The New England Center for Children.

Motion was made by Kevin O'Connor, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve the following surplus items: English Language Arts materials ~ West Islip High School and Family and Consumer Science textbooks ~ West Islip High School.

Motion was made by Annmarie LaRosa, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve 2017-2018 Cullen & Danowski Engagement Letter.

PRESIDENT'S REPORT:

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

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve Service Agreement ~ Security Coordinator.

Motion was made by Kevin O'Connor, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve Service Agreement ~ Smartweb, Inc.

SUPERINTENDENT'S REPORT:

Mrs. Burns informed the audience that a letter was sent to the community regarding the bond project work over the summer. Mrs. Burns also spoke about a recent article in *Newsday* regarding Narcan training; West Islip is registered with the Suffolk County Department of Health Services and has many staff members trained in the administration of Narcan.

NOTICES/REMINDERS:

Mr. O'Connor thanked Mrs. Burns and Dr. Bridgeman for deciding to postpone the high school graduation ceremony until 10:15 a.m.; the weather cleared and the graduation was held outdoors. Mr. Gellar thanked the Buildings and Grounds Department for all the amazing work they did to make the graduation a success.

Motion was made by Annmarie LaRosa, seconded by Ron Maginniss and carried when all Board members present voted in favor to adjourn to Executive Session at 8:03 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:35 p.m. on motion by Annmarie LaRosa, seconded by Kevin O'Connor and carried when all Board members present voted in favor.

Motion was made by Kevin O'Connor seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve the following salary changes.

Salary Adjustments and changes to the Terms of Employment for Non-Represented administrators effective July 1, 2017:

Salary increase of 1.26% for Director of Buildings and Grounds and Head Bus Driver, salary increase of 3.0% for School Lunch Manager, longevity to be added to base salary. Director of Buildings and Grounds - one additional personal day to a total of three (3), and increase terminal pay to a maximum of \$18,000 for 150 unused sick day's payable at \$120 per day.

Meeting adjourned at 8:36 p.m. on motion by Paul Michaluk, seconded by Ron Maginniss and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock  
District Clerk

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

**SPECIAL MEETING OF THE BOARD OF EDUCATION**  
**July 27, 2017 – District Office**

PRESENT: Mr. Gellar, Mr. Maginniss, Mr. Michaluk, Mr. O'Connor

ABSENT: Mrs. LaRosa, Mr. Brady, Mr. Zotto

ADMINISTRATORS: Dr. Rullan

ATTORNEY: None

---

Meeting was called to order at 7:00 p.m., followed by the Pledge.

**PERSONNEL**

Motion was made by Kevin O'Connor, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve **TEACHING: TERMINATION OF PROBATIONARY TEACHER:** Valentina LoPiccolo, World Languages, effective August 30, 2017.

**APPROVAL**

Motion was made by Kevin O'Connor, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve 2017-2018 Board of Education Meetings.

Meeting adjourned at 7:06 p.m. on motion by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock  
District Clerk

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

**PERSONNEL:**

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

**TEACHERS**

**T-1            RESIGNATION**

David Morgan, Social Worker  
Effective August 30, 2017  
(Paul J. Bellew)

**Abolishment of Position**

*Be it resolved, that upon the recommendation of the Superintendent of Schools, effective June 30, 2017, a professional position in the West Islip Public School District be abolished in the Social Worker area (1 part-time position {.6}) of classification.*

**T-2            PROBATIONARY APPOINTMENT**

Robin Cutler, Social Worker  
Effective August 30, 2017 to August 29, 2021  
(High School; Step 7<sup>6</sup>; new position)

Patricia Hinchman, Library Media Specialist  
Effective August 30, 2017 to August 29, 2021  
(Districtwide; Step 1A<sup>6</sup>; new position {Technology Integration Specialist})

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

**T-3            CHILD-BEARING LEAVE (paid)**

Kristine Ryan, Special Education  
Effective August 30, 2017  
(High School)

Maureen Umstatter-Sanchez, Special Education  
Effective August 30, 2017  
(Bayview)

**T-4            REGULAR SUBSTITUTE**

John Guerriero, Psychologist  
Effective August 30, 2017 to June 30, 2018  
(High School; Step 1A<sup>+</sup>; replacing Robert Matuozzi {LoA})

**TEACHING ASSISTANTS**

**TA-1            RECALL OF EXCESSED TEACHING ASSISTANT**

Donna Cummings  
Effective August 30, 2017  
(TBD; Step 8; replacing Joann Niesen {resigned})

**CIVIL SERVICE**

**CL-1            TERMINATION**

Jeanne Bird, Senior Clerk Typist  
Effective June 29, 2017  
(District Office)

**CL-2            RESIGNATION**

Gale Bohnaker, Cafeteria  
Effective August 3, 2017  
(Udall)

Georgianna Ruotolo, Cafeteria Aide  
Effective August 1, 2017  
(Manetuck)

**CL-3            PROBATIONARY APPOINTMENT**

John Kirchoff, Custodial Worker I  
Effective August 21, 2017  
(Westbrook; Step 1; new position)

Tammy Ann Kossmann, Part Time Food Service Worker  
Effective August 24, 2017  
(Udall; new hire rate; replacing T. Insalaco {retired})

**CL-4            SUBSTITUTE PARAPROFESSIONAL (\$11.50 hour)**

Gale Bohnaker, effective September 5, 2017

**OTHER**

**ALTERNATIVE SCHOOL INSTRUCTORS 2017-2018**

Brian Cameron, Physical Education	.5 section/full year
Aron Chizik, Social Studies	1 section/full year
Nicole Cifelli, Public Speaking	1 section/full year
Brian Daniels, Science	1 section/full year
Amanda Eichen, Counselor	1 section/full year
James Grover, Mathematics	2 sections/full year
Michael Hazelton, Social Studies	1 section/full year
Richard Ippoliti, English	2 sections/full year
Edward Jablonski, Social Studies	1 section/full year
Wendy Loddigs, Counselor	1 section/full year
Dennis Montalto, Special Education	1 section/full year
Joseph Nicolosi, Physical Education	.5 section/full year
Eric Rao, Social Studies	1 section/full year
Teresa Stecker, Psychologist	2 sections/full year
Ashley Szoyka, Science	1 section/full year
Anthony Yuli, Health	1 section/full year

OTHER, continued

AUDITORIUM TECHNICIANS 2017-2018

(School Functions - \$85 per event; Rental Functions - \$60 per hour)

Bruce Bockstruck	Arthur Machowicz
Jesse Fawess	Joseph Senatore
Frank Franzone	Melissa Senatore
David Kaufman	John Simeone
James Kraiss	

CONCERT HALL MANAGERS 2017-2018

James Kraiss, High School (\$3,525 stipend)  
Arthur Machowicz, Beach Street Middle School (\$810 stipend)

PREFERRED SUBSTITUTE

Krystal Fleischman  
Effective August 30, 2017  
(High School; \$161.89/day; replacing Giavanna Donarumia {regular substitute})

CURRICULUM WRITING SUMMER 2017

<u>Advanced Computer Essentials</u>	<u>Grade 6</u>
Dawn Morgan	Jesse Fawess
Kerrin West-Shank	Amy Wheeler

<u>Grade 3</u>	<u>JAVA</u>
Jodie Abelson	Kelly Weisenseel

Marissa Anselmo	<u>PreCalculus H</u>
Maureen Murphy	Danielle Davis

MIDDLE SCHOOL SUMMER ACADEMY PROGRAM 2017

Kristen Amoia  
Erin Meade  
Christopher Salerno

REGENTS REVIEW SUMMER 2017

Algebra II  
Kelly Weisenseel

SUMMER SCHOOL 2017

Social Studies  
David Moglia, Substitute Teacher



**SUBJECT: ATTENDANCE**

### **PHILOSOPHY STATEMENT**

New York State Education Law requires that the students enrolled in the West Islip School District attend school every day. The educational program offered by this district is predicated upon the presence of the student and requires continuity of instruction and classroom participation. The regular contact of students with one another in the classroom and their participation in a well-planned instructional activity under the tutelage of a competent teacher are vital to this purpose. Absences have a highly adverse effect on the student as well as the entire educational program. Therefore, the Board of Education expects all parents to make every effort for their children to be in attendance.

The Board of Education recognizes that regular school attendance is a major component of academic success. Through implementation of this policy, the Board expects to reduce the current level or unexcused absences, tardiness, and early departures (ATEDs), encourage full attendance by all students, maintain an adequate attendance recordkeeping system, identify patterns of student ATEDs and develop effective intervention strategies to improve school attendance.

### **OBJECTIVES**

The objectives of the West Islip School District Attendance Policy are as follows:

1. To ensure every student has the opportunity for academic success.
2. To reduce the percentage of students who are chronically absent and/or tardy. Chronic absenteeism or tardiness is defined as missing 10 percent or more of school days for any reason.
3. To determine the district's average daily attendance for State aid purposes.
4. To verify compliance with compulsory education laws.
5. To know the whereabouts of every student for safety and other reasons.
6. To identify attendance patterns to design improvement efforts.
7. To close gaps in student performance.
8. To increase school completion.

Students will be considered in attendance if the student is:

- a) Physically present in the classroom or working under the direction of the classroom teacher during the class scheduled meeting time; or
- b) Working pursuant to approved independent study program; or
- c) Receiving approved alternative instruction.

### **TYPES OF ABSENCES**

**Unexcused absences** are absences, tardiness, and early departures unrelated to school activities or for which there is no approved submitted documentation. Unexcused absences include, but are not limited to:

- o truancy (unlawful absence or irregular attendance)
- o family vacation
- o cutting class

~~Students missing school due to an unexcused absence will not be permitted to make up classroom work, quizzes or tests for credit.~~

Students missing school due to an unexcused absence will receive a grade penalty for classroom work, quizzes and/or tests that are made up.

**SUBJECT: ATTENDANCE, *continued***

Excused absences are absences, tardiness, and early departures which include, but are not limited to:

- medical appointment (doctor's note)
- quarantine
- illness (four or more consecutive absences due to illness require a doctor's note)
- death in family
- religious observances
- college visitation (to a maximum of three (3) days). Signed documentation and proof of visitation must be provided by the college or university on a duly recognized form generated by the visited school.

Excused absences require written documentation within three days of the student's return to school. Students will be provided an opportunity to make-up any missed work. Until documentation is received, absences are marked as unknown (UKN). Unknown absences will be converted to unexcused absences after three days if written documentation is not provided. **Exempt absences** are absences, tardiness, and early departures that are initiated by the school or other sanctioned obligations, including but not limited to:

- pre-scheduled counseling appointment
- authorized school-initiated activity
- in-school suspension; out-of-school suspension
- school-initiated field trips
- pre-scheduled instrumental classes
- pre-scheduled nurse and physical appointments
- attendance at a CSE
- subpoenaed court appearance
- military program

On a day on which a student has any excused or unexcused absence, the student may not participate in cocurricular or extracurricular activities outside the school day, including but not limited to athletic practices and games, drama activities, etc.

**ATTENDANCE & COURSE CREDIT (for secondary credit-bearing courses)**

Attendance shall be taken each period of instruction, commensurate with rules established by the State Education Department. The course teacher shall make entries into the established system to register attendance and include all absences, tardiness and early departures.

Regular attendance is expected in all classes, and is considered essential for student success for purposes of this policy.

The Board of Education recognizes the important relationship between class attendance and student performance. Consequently, a student's final grade may be based on classroom participation as well as student performance on homework, tests, papers, projects, etc. Classroom participation means that a student is in class and prepared to work.

Any student who absents himself/herself from more than eighteen classes in a full year course, nine classes in a half year or alternating day course, or twenty-seven classes in a lab course may not receive credit for the course. However, if a student earns a passing grade, credit will not be denied for the course(s). (Note: For seniors, loss of credit could jeopardize graduation.)

**SUBJECT: ATTENDANCE, *continued***

Where possible, make-up opportunities will be provided for all students with excused and exempt absences from class according to procedures established by the classroom teacher. Upon completion of the assigned make-up work, the student will be given credit for classroom work. Students will not be able to receive credit for participation if they are not in attendance, with the exception of an exempt absence.

To assure due process, the implementation of this minimal attendance policy will be in accordance with rules and regulations as developed by the administration. Further, the District shall vigorously publicize and disseminate this policy to ensure awareness by faculty, students, and parents/guardians.

**SUMMER SCHOOL ATTENDANCE**

Summer school attendance will follow the 90% guideline set forth in this policy for attendance during the regular school year. A student who has more than three absences will lose credit and be dropped from the course.

**BOCES ATTENDANCE**

The District will establish criteria for admittance to BOCES programs that are based, in part on student attendance history.

Loss of credit in a BOCES program will be determined by the attendance policy established by Eastern Suffolk BOCES. Continuation in a two-year BOCES program will be determined, in part, by the attendance policy of both the BOCES and the West Islip School District.

**APPEALS PROCESS**

Should a student or parent/guardian believe that extenuating circumstances exist, an appeal to reverse the loss of course credit may be made directly to the building Principal, whose decision shall be final

**SANCTIONS/INCENTIVES TO BE UTILIZED TO IMPROVE ATTENDANCE**

**SANCTIONS (range of penalties depending on specific attendance violation)**

1. Detention
2. In-school suspension
3. Loss of eligibility for extracurricular activities
4. Suspension of parking and lunch privileges (seniors)
5. Loss of course credit (including refusal of summer school)

To ensure that parents and students are aware of the implication of the District's minimum attendance policy, the teacher and other appropriate school personnel will counsel the student, and contact the student's parents by mail and/or phone, at appropriate intervals prior to the student absenting themselves out of the course.

When a student cuts class or is absent, tardy, or departs early without proper excuse, parents will be notified.

**INCENTIVES**

Each building Principal and faculty will seek ways to promote student attendance and punctuality.

**SUBJECT:** ATTENDANCE, *continued*

### **NOTIFICATION TO FACULTY, PARENTS & THE COMMUNITY**

1. The attendance policy will be included in student handbooks and will be reviewed with students at the start of the school year.
2. A back-to-school or Open House event will be held at the beginning of each school year to explain this policy and stress the parent's responsibility for ensuring their children's attendance.
3. Parents will receive a plain language summary of this policy at the start of each school year. Parents will be asked to sign and return a statement indicating that they have read and understand the policy.
4. School newsletters and publications will include periodic reminders of the importance of student attendance and content of this policy.
5. The District will provide a copy of the attendance policy and any amendments thereto to faculty and staff. New staff will receive a copy upon their employment with the District.
6. The District will post a copy of the attendance policy on the District website, thereby making it available to any community member upon request.

### **STRATEGIES TO MEET OBJECTIVES (Some duplication of items already mentioned)**

The District will review attendance data to identify any patterns or trends in student absences, and the District will take appropriate action to remedy any such patterns or trends in student absences if any are identified. Examples of attendance trends or patterns include, but are not limited to:

- Consistent absence from a particular period (ex. first period, period after lunch, last period)
- Consistent absence from a particular day or course
- Consistent absence of students on post-event mornings
- Consistent pattern of absences throughout the school year.

#### **Other potential strategies**

1. Daily attendance calls
2. Identification of absence patterns
3. Period by period attendance
4. Communication with parents
5. Certified letters
6. Packet of information available to parents detailing places to seek help
7. Home visits
8. Parent conferences/case conferences
9. Instructional Support Team referral
10. Committee on Special Education referral
11. CPS referral

### **RESPONSIBILITY FOR REVIEW OF ATTENDANCE RECORDS**

The Principal of each elementary school; the Principal, assistant principals, and counselors at each middle and high school; and the high school attendance clerk shall be responsible for reviewing attendance regulations and initiating any necessary actions for daily attendance.

Teachers are responsible for reviewing attendance regulations and initiating necessary actions for period by period attendance. These actions include but are not limited to contacting parents/guardians, writing disciplinary referrals, and reporting students to counselors for follow-up.





Ahold Financial Services  
 P.O. Box 7200  
 Carlisle, PA 17013

CHECK NO: 007576478  
 CHECK DATE: 05/23/2017  
 CHECK AMOUNT: \$1,358.15

REMITTANCE DETAIL

Invoice Date	Dept.	Loc#	Invoice/Ref#	PO #	Gross Amount	Discount Amount	Amount Paid
05/22/2017	COMPANY: EOTH	6930	AHOLD USA A+REWARDS 2017	STOP SHOP - NEW YORK	SUPPLIER: 1,358.15	703624 .00	1,358.15
<b>Totals</b>					1,358.15	.00	1,358.15

"THE ATTACHED CHECK IS TENDERED IN PAYMENT OF INVOICES SHOWN. IN CASE OF DISCREPANCY, PLEASE RETURN WITH FULL PARTICULARS TO THE ABOVE ADDRESS. PLEASE CONTACT THE AFS CUSTOMER SOLUTIONS CENTER AT 717-960-1700 IF YOU HAVE ADDITIONAL QUESTIONS."

PO BOX 7200 CARLISLE, PA 17013  
 TO THE ORDER OF BAYVIEW ELEMENTARY SCHOOL  
 PAY ONE THOUSAND THREE HUNDRED FIFTY EIGHT DOLLARS & 15/100\*\*  
 Bank of America, N.A. South Portland, ME  
 CHECK NUMBER 007576478  
 CHECK DATE 05/23/2017  
 \*\*\*\*\*1,358.15\*\*  
*[Signature]*  
 IS: Visa-Resident

⑈007576478⑈ ⑆011201539⑆ 80076 864⑈



Ahold Financial Services  
 P.O. Box 7200  
 Carlisle, PA 17013

CHECK NO: 007576664  
 CHECK DATE: 05/23/2017  
 CHECK AMOUNT: \$968.75

REMITTANCE DETAIL

Invoice Date	Dept.	Loc#	Invoice/Ref#	PO #	Gross Amount	Discount Amount	Amount Paid
05/22/2017	COMPANY: EOTH	6930	AHOLD USA A+REWARDS 2017	STOP SHOP - NEW YORK	SUPPLIER: 968.75	704092 .00	968.75
Totals					968.75	.00	968.75

Please deposit  
 in  
 Manetuck  
 General  
 Supplies  
 A/C  
 Thanks!

A2705  
 DF  
 7/12/17

"THE ATTACHED CHECK IS TENDERED IN PAYMENT OF INVOICES SHOWN, IN CASE OF DESCREPANCY, PLEASE RETURN WITH FULL PARTICULARS TO THE ABOVE ADDRESS. PLEASE CONTACT THE AFS CUSTOMER SOLUTIONS CENTER AT 717-960-1700 IF YOU HAVE ADDITIONAL QUESTIONS."

**Ahold USA**  
 PO BOX 7200  
 CARLISLE, PA 17013

CHECK NUMBER: 007576664  
 CHECK DATE: 05/23/2017

TO THE ORDER OF  
**MANETUCK ELEMENTARY SCHOOL**

PAY  
 NINE HUNDRED SIXTY EIGHT DOLLARS & 75/100\*\*

Bank of America, N.A.  
 South Portland, ME

\*\*\*\*\*968.75\*\*

19- Vice President

⑈007576664⑈ ⑆011201539⑆ 80076 864⑈

# Capital Markets Advisors, LLC

*Independent Financial Advisors*

## WEST ISLIP UFSD FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the West Islip Union Free School District ("Client") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Ave., Suite 308, Great Neck, New York 11021.

### **Section 1 Financial Advisory Services**

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

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

The District is obligated to submit to Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system, annually, certain financial information and operating data contained in the pertinent Official Statements under the headings: "Description of the District", "District Indebtedness", "Financial Factors", "Budgetary Procedures", "Litigation", and Appendix B and a copy of the District's audited financial statements for the latest completed fiscal year no later than the 180<sup>th</sup> day following the end of the fiscal year. The District must continue to submit the aforementioned information as long as it has bonds outstanding or until such time as the District is no longer obligated for such bonds as defined in Rule 15c2-12 of the Securities Exchange Act of 1934. CMA will gather and compile the information and submit it to EMMA at the proscribed time.



# Capital Markets Advisors, LLC

*Independent Financial Advisors*

In addition, the District is required to report within ten business days, to the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA"), the occurrence of any of the following events:

(i) principal and interest payment delinquencies; (ii) non-payment related defaults, if material; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of credit or liquidity providers, or their failure to perform; (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (vii) modifications to rights of Bondholders, if material; (viii) Bond calls, if material, and tender offers; (ix) defeasances; (x) release, substitution, or sale of property securing repayment of the Bonds, if material; (xi) rating changes; (xii) bankruptcy, insolvency, receivership or similar event of the Issuer; (xiii) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material.

## **Section 2 Compensation**

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

For Note issues: \$6,000

For Bond issues: a base fee of \$7,950 plus \$0.50 per each \$1,000 of bonds issued

For Refunding Bond issues: a fee to be negotiated based on the par amount and complexity of the issue and the number of series of bonds to be refunded and the number of series of refunding bonds to be issued

For Continuing Disclosure with prepared OS within past year: \$1,750\*

For Continuing Disclosure with no prepared OS within past year: \$2,500\*

Printing, web hosting, distribution and miscellaneous expenses: Estimated at \$675

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

2.02 Client will pay normal issuance costs such as bond counsel, rating agency fees and other associated expenses.

2.03 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

## **Section 3 Term of Agreement**

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

**Capital Markets Advisors, LLC**  
*Independent Financial Advisors*

**Section 4 Disclosure**

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

**Section 5 Binding Effect.**

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

**Section 6 Modification and Termination**

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

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

Capital Markets Advisors, LLC

West Islip Union Free School District



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

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

Robert M. Kerr

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

Dated: \_\_\_\_\_, 2017

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2017, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Da Vinci Education & Research, LLC (hereinafter the "CONSULTANT"), having a principal mailing address of 550 North Country Road, Suite B, Saint James, New York 11780.

### A. TERM

1. The term of this Agreement shall be from July 1, 2017 through June 30, 2018, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

**C. SERVICES AND RESPONSIBILITIES**

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

**EVALUATIONS AND RELATED SERVICES AS PER ATTACHED RATE SHEET/PROFESSIONAL DEVELOPMENT**

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

**D. COMPENSATION**

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

**E. INSURANCE**

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

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

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

#### **F. TERMINATION**

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

#### **G. SUCCESSORS AND ASSIGNS**

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

#### **H. WAIVER OF RIGHTS**

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

**I. SEVERABILITY**

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

**J. GOVERNING LAW**

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

**K. ENTIRE AGREEMENT**

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

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

Da Vinci Education & Research, LLC

West Islip Union Free School District

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

  
Kerry Leo, Director

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

President, Board of Education

West Islip UFSD  
 Special Ed & Related Services  
 RFP #1600, 5/05/16

U

<u>Evaluations</u>	<u>Session</u>	<u>Da Vinci Educat &amp; Research</u>
Audiological	Per Eval.	
Central Auditory Processing	Per Eval.	
Educational	Per Eval.	\$2,000.00
FBA/BIP	Per Eval.	
Neurological		
Neuropsychological Evaluation	Per Eval.	
Occupational Therapy Evaluation	Per Eval.	\$150. + \$45. Screening
Physical Therapy Evaluation	Per Eval.	
Psychiatric Evaluation	Per Eval.	
Psycho-Educational Evaluation	Per Eval.	
Psychological Evaluation	Per Eval.	
Social history	Per Eval.	
Speech-Language Evaluation	Per Eval.	\$600.00
<u>Services</u>		
Behavior/Autism Consulting	30 Min	\$120./Hr-School
Hearing Itinerant Services	30 Min	
Occupational Therapy - Group	30 Min	\$90.00
Occupational Therapy - Individual	30 Min	\$50.00
Orientation & Mobility Service	30 Min	
Parent Training & Counseling	30 Min	\$105./Hr
Physical Therapy - Group	30 Min	
Physical Therapy - Individual	30 Min	
Resource Room - Group	30 Min	
Resource Room - Individual	30 Min	
Speech Services - Group	30 Min	\$100.00
Speech Services - Individual	30 Min	\$50.00
Vision Itinerant Services	30 Min	
Consult Teacher Service	30 Min	
Special Education Teacher in District	30 Min	
Teacher Assistant	30 Min	
CSE Meeting Attendance	30 Min	\$40.00
Professional Development	Per Day	\$2,500.00
<u>Nursing Services</u>		
Nursing Service - RN	Per Hour	
Nursing Services - LPN	Per Hour	

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

**and**

**Da Vinci Education & Research, LLC**

Supplemental Agreement dated this 1st day of July, 2017 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Da Vinci Education & Research, LLC (the "Contractor") located at 550 North Country Road, Suite B, Saint James, New York 11780.

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

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

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

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

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

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

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.]*

*Hard copy documents will be placed in locked filing system. Confidentiality statements on all email or electronic correspondence on all data secured in harddrive (secured) on site system. No virtual or cloud storage.*

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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


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

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

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

Da Vinci Education & Research LLC

WEST ISLIP UFSD

By: 

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

Print Name: Kerry Leo

Print Name: Steven D. Gellar

Title: Director

Title: President, Board of Education

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

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

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

This Agreement is entered into this **1<sup>st</sup> day of July, 2017** by and between the Board of Education of the **West Islip UFSD School District** (hereinafter the "**SENDING DISTRICT**"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip New York, and the Board of Education of the **Deer Park School District** (hereinafter the "**RECEIVING DISTRICT**"), having its principal place of business for the purpose of this Agreement at 1881 Deer Park Avenue, Deer Park, New York.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from **July 1, 2017 through June 30, 2018**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

**Full Day Instruction and related services as per attached  
Student Information Summary**

2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.
3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice

shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.

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

shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.

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



18. Insurance

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

C. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement in accordance with the Commissioner's formula for calculating tuition for non-resident students.
  - a. The estimated tuition rate – **See Attached Appendix A**
  - b. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.

2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

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

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

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

To Sending District: Wendy J. Duffy  
Asst. Supt. for Business  
West Islip UFSD  
West Islip, NY 11795

To Receiving District: ~~Frank Calligutti~~ James Cummings  
Asst. Supt. for Pupil Personnel Services  
1881 Deer Park Avenue  
Deer Park, NY 11729

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

9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SENDING DISTRICT

RECEIVING DISTRICT

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

President, Board of Education



By:

  
President, Board of Education

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of **July, 2017**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Developmental Disabilities Institute** (hereinafter the "CONSULTANT"), having a principal mailing address of 99 Hollywood Drive, Smithtown, New York 11787.

### A. TERM

1. The term of this Agreement shall be from **July 1, 2017** through **June 30, 2018**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

**Full Day Instruction as per attached Student Information Summary  
for Summer 2017 and 2017-2018 School Year**

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be based as per **amount approved by the Commissioner of Education for the 2017-2018 school year.**

#### E. INSURANCE

- a. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
- b. CONSULTANT shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

#### F. TERMINATION

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

#### G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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


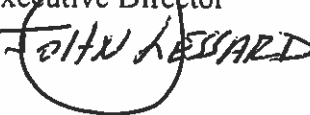
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

Developmental Disabilities Institute

West Islip Union Free School District

BY:

  
\_\_\_\_\_  
Executive Director  


BY:

\_\_\_\_\_  
President, Board of Education



## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2017 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795 and DGC Systems Inc. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 10 Wilshire Road, Edison, New Jersey 08817.

### A. TERM

The term of this Agreement shall be from July 1, 2017 through June 30, 2018 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the "Scope of Requested Services" as set forth in the District's Request for Proposal ("RFP") Information Technology Consulting Services, dated 8/22/2016; which document and CONSULTANT's response shall be incorporated herein and made a part of this Agreement.
2. The CONSULTANT shall provide the services set forth in this Agreement.
3. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
4. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
5. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
6. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
7. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this

8. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

9. Insurance - See RFP

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT the following:
  - Onsite Support - \$85.00/hour (2 hour min.)
  - Remote Support - \$85.00/hour (1 hour min.)
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
4. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

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

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

2. Independent Contractor:

- a. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

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

4. Defense / Indemnification

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

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

To District:                   Mrs. Wendy J. Duffy  
  Assistant Superintendent for Business  
  Administration Building  
  100 Sherman Avenue  
  West Islip, NY 11795

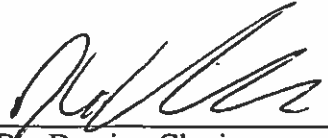
To Consultant:                Mr. Damion Clunis  
  DGC Systems Inc.  
  10 Wilshire Road  
  Edison, New Jersey 08817

- 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  
DGC Systems Inc.

DISTRICT  
WEST ISLIP UNION FREE  
SCHOOL DISTRICT

  
\_\_\_\_\_  
By: Damion Clunis

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

Date: 7/25/17

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

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2017, 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 Laura Anne Hershberger, M.D. (hereinafter the "CONSULTANT"), having a principal mailing address of 755 Park Avenue, Suite 160, Huntington, New York 11743.

### A. TERM

1. The term of this Agreement shall be from July 1, 2017 through June 30, 2018, 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:

#### PSYCHIATRIC 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 \$800.00 per evaluation. A "cancellation fee" of \$450.00 will be charged to the DISTRICT if an appointment is not cancelled 24 hours prior.

### 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.

Laura Anne Hershberger, M.D.

West Islip Union Free School District

BY: 

Laura Anne Hershberger, M.D.

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

President, Board of Education



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

**Laura Anne Hershberger, M.D.**

Supplemental Agreement dated this 1st day of July, 2017 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Laura Anne Hershberger, M.D.** (the "Contractor") located at 755 Park Avenue, Suite 160, Huntington, NY 11743.

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 **Laura Anne Hershberger, M.D.**

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.]*

Data will be stored in a filing cabinet  
locked in my office and on my  
office computer hard drive. I am  
the only person using the office and  
computer at my 755 Park Ave location.

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.

Laura Anne Hershberger, M.D.

WEST ISLIP UFSD

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

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

Print Name: Laura Anne Hershberger MD

Print Name: Steven D. Gellar

Title: Consultant / Child and Adolescent Psychiatrist

Title: President, Board of Education

Date: 7/11/17

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

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2017**, 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 **Little Angels Center, Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of 235 Blue Point Avenue, Blue Point, New York 11715

### A. TERM

1. The term of this Agreement shall be from **July 1, 2017** through **June 30, 2018**, 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:

#### **Speech Services as per attached IEP**

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

### D. COMPENSATION

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

### E. INSURANCE

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



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

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

#### F. TERMINATION

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

#### G. SUCCESSORS AND ASSIGNS

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

#### H. WAIVER OF RIGHTS

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

#### I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

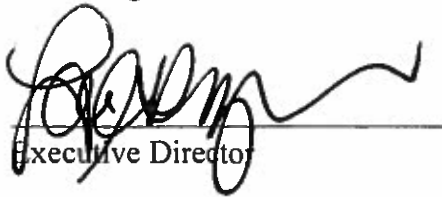
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

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

Little Angels Center, Inc.

West Islip Union Free School District

BY:

  
\_\_\_\_\_  
Executive Director

BY:

\_\_\_\_\_  
President, Board of Education



## Little Angels Center, Inc.

---

### Proposal for Services July 1, 2017-June 2018

Little Angels Center, Inc will provide the following services for the West Islip School District:

Little Angels Center, Inc will provide Speech therapy, occupational therapy, physical therapy, vision therapy, counseling and special education/ABA services and evaluations. The following rates will apply:

**Speech:**

- \$40 per individual 30 minute session
- \$59 per group of 2-5 students.
- \$195 per evaluation
- PROMPT therapy \$55 per 30 minute session
- PROMPT evaluation \$600 per evaluation
- Augmentative Communication Evaluation \$1,000

• **Physical Therapy/Occupational Therapy/Vision Therapy/Counseling:**

- \$45 per individual 30 minute session within the school district.
- \$45 per individual 30 minute session at our Blue Point office or in the community.
- \$59 per group session of 2-5 children
- \$195 per evaluation (no additional charge for annual review testing)

**Special Instruction:** \$70 per hour

**ABA/Parent Training/Consulting:** \$85 per hour

Thank you for your consideration in this matter. We look forward to a positive working relationship with the West Islip School District.

Sincerely,

  
Laura A. Rogacki, M.S., CCC-SLP  
Executive Director

*Helping Your "Little Angel" Soar to New Heights*

235 Blue Point Avenue, Blue Point, NY 11715 631-363-5794

66 Austin Blvd., Commack, NY 11725 631-864-2784

1 Craig B. Cariepy Avenue, Islip Terrace 631-650-6545

12 Platinum Court, Medford, NY 11763 631-868-3577

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

**and**

**Little Angels Center, Inc.**

Supplemental Agreement dated this 1st day of July, 2017 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Little Angels Center, Inc.**(the "Contractor") located at 235 Blue Point Avenue, Blue Point, New York 11715.

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

*All students' records are stored in a locked file cabinet. On the The Executive Director has key access. Files are not sent via email at this time. Only Susan Colbata, CFO has IEP access codes.*

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.

**Little Angels Center, Inc.**

**WEST ISLIP UFSD**

By: 

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

Print Name: Laura A Rogucki

Print Name: Steven D. Gellar

Title: Executive Director

Title: President, Board of Education

Date: 7/17/17

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

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2017, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Long Island Developmental Consulting, Inc., (LIDC)** (hereinafter the "CONSULTANT"), having a principal mailing address of 1355 Stony Brook Road, Stony Brook, NY 11790.

### A. TERM

1. The term of this Agreement shall be from **July 1, 2017** through **June 30, 2018**, 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:

#### **Related Services as per attached Student Summary**

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 2017-2018 Rate Schedule**.

### E. INSURANCE

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

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

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

#### F. TERMINATION

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

#### G. SUCCESSORS AND ASSIGNS

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

#### H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

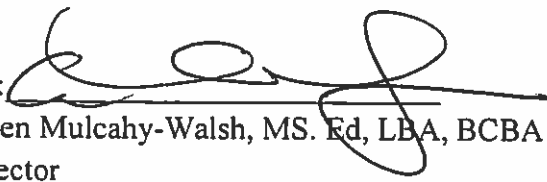
K. ENTIRE AGREEMENT

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

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

**Long Island Developmental  
Consulting, Inc./DBA LIDC Services Inc**

**West Islip Union Free School District**

BY:   
Karen Mulcahy-Walsh, MS. Ed, LBA, BCBA  
Director

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



**LIDC Services, Inc.**

1355 Stony Brook Road  
Stony Brook, New York 11790  
Phone: 631-285-6400 • Fax: 631-285-6523

---

**Karen Mulcahy-Walsh, MS.Ed, LBA, BCBA**  
Director

**2017/2018 List of Services and Rate Schedule**

- ❖ **Home Programming/ Behavior Intervention Services** (NYS Certified Teacher Assistant) \$50 per hour
- ❖ **Center Based Shadow** (NYS Certified Teacher Assistant on site between the hours of 8-4) \$21 per hour
- ❖ **School Aged Itinerant Teacher Home Programming/ Behavior Intervention Services Provider** (NYS certified special education teacher) \$40 per half hour \$45 per half hour group
- ❖ **Itinerant Teacher** (NYS certified special education teacher) \$45 per half hour \$50 pre half hour group
- ❖ **Speech and Language Evaluation** (NYS Licensed Speech and Language Pathologist) \$205 per evaluation (including report)
- ❖ **Individual Speech and Language Services** (NYS Licensed Speech Therapist) \$ 45 per 30 minute session, \$57 per 45 minute session, \$ 90 per hour session.
- ❖ **Parent Training** (NYS Certified Teacher, Social Worker or Psychologist, BCaBA) \$100 per hour
- ❖ **Home Program Supervision** (NYS Certified Teacher) \$100 per hour
- ❖ **Supervision with BCBA** (Board Certified behavior Analyst) \$110 per hour
- ❖ **Consultation** (NYS Certified Teacher, BCaBA, Social Worker or Psychologist) \$115 per hour
- ❖ **Consultation and/ or Parent Training with BCBA** (Board Certified Behavior Analyst) \$125 per hour
- ❖ **Staff Training Seminars** (NYS Certified Teacher or BCBA) \$125 per hour
- ❖ **Needs Assessments** (NYS Certified Teacher, Social Worker, BCBA or Psychologist) services consist of a minimum of 3 hours observation and additional time allocated for the writing of the FBA/ BIP at the hourly rate.
- ❖ **School Aged Psychological Evaluations** (per evaluation) \$450.00
- ❖ **School Aged Educational Evaluations** (per evaluation) \$225.00
- ❖ **School Aged Psycho-Educational Evaluations** (per evaluation) \$750.00

*Please be advised that all employees are trained and insured.*

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

**and**

**LONG ISLAND DEVELOPMENTAL CONSULTING, INC. / DBA LIDC Services Inc.**

Supplemental Agreement dated this 1st day of July, 2017 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Long Island Developmental Consulting, Inc.**, (the "Contractor") located at 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



or a copy may be obtained by writing to:

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

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

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

All data is stored on a HIPPA compliant secure server  
w/ updated firewalls and password protection. Non  
electronic files are stored in a locked file room w/  
limited key access

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

LONG ISLAND DEVELOPMENTAL  
CONSULTING, INC. / DBA

LIDC services Inc

WEST ISLIP UFSD

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

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

Print Name: Karen Mulcahy-Walsh

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

Title: Director

Title: President, Board of Education

Date: 7/6/17

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

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2017**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Long Island Select Healthcare** (hereinafter the "CONSULTANT"), having a principal mailing address of 159 Carlton Avenue, Central Islip, NY 11722.

### A. TERM

1. The term of this Agreement shall be from **July 1, 2017** through **June 30, 2018**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

### C. SERVICES AND RESPONSIBILITIES

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

#### **SEE ATTACHED SERVICES AND RATE SHEET**

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

### D. COMPENSATION

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

### E. INSURANCE

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

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

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

#### F. TERMINATION

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

#### G. SUCCESSORS AND ASSIGNS

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

#### H. WAIVER OF RIGHTS

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

#### I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Long Island Select Healthcare

West Islip Union Free School District

BY:   
Executive Director

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





**Long Island  
Select Healthcare**

**2017-2018 RATES**

<b>Service</b>	<b>Description</b>	<b>Rate</b>	<b>Location</b>
Assistive Technology Evaluation	Assessment for alternative access to computer, I pad	\$400/hour	Central Islip
Audiological Evaluaitons	Full Audiological evaluation with Report	\$300/hour	Cental Islip
Audiological Screenings	Audiological screen with recommendations, no report	\$200/hour	Central Islip
Neuropsychological Tesing	Ongoing testing	\$550/hour	Central islip, Riverhead, Hauppauge, Port Jefferson
Psychological Evaluations	Psychologist evaluation with report	450/hour	Central islip, Riverhead, Hauppauge, Port Jefferson
Seating and Mobility	Seating and Mobilty Assesments with wheelchair recommendations	\$400/hour	Centrl Islip, Riverhead
Dysphagia	Dysphagia evaluations with/without FEEST, swallowing	\$400/hour	Central Islip
Augmentative Communication	Augmentative Communication Evaluations and Training	\$400/hour	Centrl Islip, Riverhead



**Long Island  
Select Healthcare**

**Long Island Select Healthcare Inc.**

**Rate Sheet 2017-2018**

**June 2015**

**I. Assistive Technology /Augmentative Communication Consults- \$400/ unit**

**II. Assistive Technology /Augmentative Training- \$400/unit**

**III. Assistive Technology /Augmentative Screening- \$400/unit**

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

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

**and**

**Long Island Select Healthcare**

Supplemental Agreement dated this 1st day of July, 2017 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Long Island Select Healthcare (the "Contractor") located at 159 Carleton Avenue, Central Islip, NY 11722.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

*The contractor (LISH) scans the information which was completed on a secure, closed network into their electronic liability record (Echnical works) which has a SQL secure database and server. Usernames + passwords are required for access to the network as well as E.M.A. Firewalls are present. Data is secured + backed up daily.*

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

**Long Island Select Healthcare**

**WEST ISLIP UFSD**

By: Tracy G. McDaniel

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

Print Name: Tracy G. McDaniel

Print Name: Steven D. Gellar

Title: Chief Executive Officer

Title: President, Board of Education

Date: July 14, 2017

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





**West Islip Public Schools**  
**Brian Taylor**  
**Director of Science K-12 and Engineering Technology**

AGENDA ITEM X. D)  
BUSINESS ITEMS  
RM 8/10/2017

To: Wendy Duffy  
From: Brian Taylor  
Date: June 28, 2017  
Re: Obsolete Items

Below please find a list of items that I am asking the Board of Education to find obsolete, due to the reasons listed with each item.

- (11) Namowitz, Samuel. Spaulding, Nancy. *Heath Earth Science*. McDougall Littell. Evanston, IL. 199. (Obsolete; no longer in use) (High School)
- (13) Ohaus. Primer Balances. (Broken) (Bayview E. S.)

If you have any questions or concerns, please let me know.

Cc: Dr. Anne Rullan

“Learning is our work.”



**Kathleen M. Sapanski**  
**Director of Mathematics and Business Education**  
West Islip School District  
One Lion's Path  
West Islip, New York 11795  
(631)504-5808

**TO:** Mrs. Wendy Duffy  
**DATE:** June 30, 2017  
**RE:** Calculator Disposal

Please allow the following broken TI-84+ and TI-83 calculators to be discarded:

**TI-84+**

MD #262  
MD #79  
MD #648  
MD #818  
MD #114  
MD #322  
MD #308  
MD #716  
MD #282  
MD #285  
MD #519  
MD #248  
MD #447  
MD #6  
MD #174


**TI-83**

#1  
#2  
#4  
#6

Thank you for your consideration.

**BEACH STREET MIDDLE SCHOOL**  
**West Islip, New York 11795**

**MEMORANDUM**

**TO:** Wendy Duffy, Asst. Superintendent for Business  
**CC:** Bernadette Burns, Andrew O'Farrell  
**FROM:** Reanna Fulton  
**DATE:** July 3, 2017   
**RE:** Surplus Text Books

*Beach Street Middle School has the following old text books on hand:*

- Glencoe, Spanish, BIENVENIDOS 1a  
Publisher: Glencoe/McGraw-Hill  
Columbus, Ohio  
ISBN# 0-02-641011-7 135 Copies
- Glencoe, Spanish, BIENVENIDOS 1b  
Publisher: Glencoe/McGraw-Hill  
Columbus, Ohio  
ISBN# 0-02-641013-3 152 Copies
- DC Heath, Discovering FRENCH  
Publisher: D.C. Heath and Company  
Lexington, Massachusetts/Toronto, Ontario  
ISBN#0-66923919-4 13 Copies

**BEACH STREET MIDDLE SCHOOL**  
**West Islip, New York 11795**

**MEMORANDUM**

**TO:** Wendy Duffy, Asst. Superintendent for Business  
**CC:** Andrew O'Farrell, Karen Appollo  
**FROM:** Reanna Fulton  
**DATE:** July 18, 2017  
**RE:** Surplus Text Books

*Beach Street Middle School has the following old text books on hand:*

*-Warriner's English Grammar and Composition – First Course*


*Publisher: Harcourt Brace Jovanovich*

*Copyright: 1986*

*ISBN# 0-15-311800-8*

*160 Copies*

**WEST ISLIP PUBLIC SCHOOLS  
TRANSPORTATION DEPARTMENT**

**To:** Wendy Duffy, Assistant Superintendent for Business  
**From:** Gerri Sabiston, Transportation  
**Date:** 7-26-17   
**Re:** Excess of Vehicle

---

The following vehicle is to be excessed from the Transportation Department

# 63 2001 Van GMC

Plate: AG 6468

Vin # 1GDHG31F511145996

Reason: Mechanical Failure

AGENDA ITEM  
BUSINESS ITEMS  
RM 8/10/2017

**RESOLUTION: 2017/2018 TAX LEVY**

WHEREAS, the estimated expenditures for the West Islip Union Free School District, for the school year 2017/2018 in the amount of \$121,129,702 proposed in accordance with Section 1716 of the Education Law, were approved by the voters of the District on May 16, 2017, and,

WHEREAS, the estimated expenditures for the West Islip Public Library, for the fiscal year 2017/2018 in the amount of \$4,333,085, proposed in accordance with Section 259 of the Education Law, were approved by the voters of the District on April 4, 2017, for a total approved budget of \$125,462,787 therefore,

BE IT RESOLVED, that the 2017/2018 tax levy in the amount of \$80,996,142 for the West Islip Union Free School District and \$4,240,085 for the West Islip Public Library, for a combined tax levy of \$85,236,227 be approved and levied upon the real property of the District.

(The tax levy of \$80,996,142 for the School District plus \$40,133,560 other income as estimated on July 1, 2017, including State Aid and \$1,000,000 of Appropriated Fund Balance equals a budget of \$121,129,702. The tax levy of \$4,240,085 for the Public Library plus \$93,000 other income as estimated on July 1, 2017 equals a budget of \$4,333,085).

RESOLVED, that the West Islip Union Free School District shall adopt the 2017-2018 Income Eligibility Guidelines for Free and Reduced Price Meals:

### 2017-2018 INCOME ELIGIBILITY GUIDELINES FOR FREE AND REDUCED PRICE MEALS

Free Eligibility Scale						Reduced Price Eligibility Scale					
Free Lunch, Breakfast, Milk						Reduced Price Lunch, Breakfast					
Household Size	Annual	Monthly	Twice per Month	Every Two Weeks	Weekly	Household Size	Annual	Monthly	Twice per Month	Every Two Weeks	Weekly
1	\$ 15,678	\$ 1,307	\$ 654	\$ 603	\$ 302	1	\$ 22,311	\$ 1,860	\$ 930	\$ 859	\$ 430
2	\$ 21,112	\$ 1,760	\$ 880	\$ 812	\$ 406	2	\$ 30,044	\$ 2,504	\$ 1,252	\$ 1,156	\$ 578
3	\$ 26,546	\$ 2,213	\$ 1,107	\$ 1,021	\$ 511	3	\$ 37,777	\$ 3,149	\$ 1,575	\$ 1,453	\$ 727
4	\$ 31,980	\$ 2,665	\$ 1,333	\$ 1,230	\$ 615	4	\$ 45,510	\$ 3,793	\$ 1,897	\$ 1,751	\$ 876
5	\$ 37,414	\$ 3,118	\$ 1,559	\$ 1,439	\$ 720	5	\$ 53,243	\$ 4,437	\$ 2,219	\$ 2,048	\$ 1,024
6	\$ 42,848	\$ 3,571	\$ 1,786	\$ 1,648	\$ 824	6	\$ 60,976	\$ 5,082	\$ 2,541	\$ 2,346	\$ 1,173
7	\$ 48,282	\$ 4,024	\$ 2,012	\$ 1,857	\$ 929	7	\$ 68,709	\$ 5,726	\$ 2,863	\$ 2,643	\$ 1,322
8	\$ 53,716	\$ 4,477	\$ 2,239	\$ 2,066	\$ 1,033	8	\$ 76,442	\$ 6,371	\$ 3,186	\$ 2,941	\$ 1,471
Each Add'l person add	\$ 5,434	\$ 453	\$ 227	\$ 209	\$ 105	Each Add'l person add	\$ 7,733	\$ 645	\$ 323	\$ 298	\$ 149

**SNAP/TANF/FDPIR Households:** Households that currently include children who receive the Supplemental Nutrition Assistance Program (SNAP) but who are not found during the Direct Certification Matching Process (DCMP), or households that currently receive Temporary Assistance to Needy Families (TANF), or the Food Distribution Program on Indian Reservations (FDPIR) must complete an application listing the child's name, a valid SNAP, TANF, or FDPIR case number and the signature of an adult household member. Eligibility for free meal benefits based on participation in SNAP, TANF or FDPIR is extended to all children in the household. When known to the School Food Authority, households will be notified of their children's eligibility for free meals based on their participation in the SNAP, TANF or the FDPIR programs.

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

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

**Other Households:** Households with income the same or below the amounts listed above for family size may be eligible for and are urged to apply for free and/or reduced price meals. They may do so by completing the application sent home with the letter to parents.

One application for all children in the household should be submitted. Additional copies are available at the principal's office in each school. Applications may be submitted any time during the school year to Ms. Christine Kearney, MS, RD, Director of Food Services. Please contact Ms. Christine Kearney at 631-930-1510 with any questions regarding the application process.

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

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

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

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

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

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

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

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

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

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

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

This institution is an equal opportunity provider.