

AGENDA



BOARD OF EDUCATION

August 11, 2022

West Islip High School
One Lions Path

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
August 11, 2022

West Islip High School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the July 5, 2022 Reorganizational Meeting and the July 5, 2022 Regular Meeting.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {8/10/2022}
 - B) Finance Committee {8/10/2022}
 - C) Buildings & Grounds Committee {8/10/2022}
 - D) Policy Committee
First Reading No. 1512 The Use of Videoconferencing at Public Meetings
- IX. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- X. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Contracts
 1. Center for Developmental Disabilities Consultant Services Contract 2022-2023
 2. Christine Baudin., M.S. Speech Language Pathologist Consultant Services 2022-2023
 3. Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC Consultant Services 2022-2023
 4. Developmental Disabilities Institute Consultant Services 2022-2023
 5. Hilary Gomes, Ph.D. Consultant Services 2022-2023
 6. Kidz Educational Services SLP, OT, PT, LMSW Psychology, Audiology, PLLC Consultant Services 2022-2023
 7. Long Island Developmental Consulting, Inc. (LIDC) Consultant Services 2022-2023
 8. United Cerebral Palsy Association of Greater Suffolk, Inc. Special Education Services 2022-2023
 9. Wright Risk Management Company, LLC Management Agreement 2022-2025
 - C) Approval of Surplus
 1. Miscellaneous books – Udall
 - D) Approval of Change Order
 1. Maccarone Plumbing, Inc. \$26,998.11 Beach
 - E) Approval of Resolutions
 1. Breakfast Program Exemption 2022-2023
 2. Income Eligibility Guidelines for Free and Reduced Priced Meals or Free Milk 2022-2023
 3. Tax Levy 2022-2023
 4. Donation from Alliance Energy LLC \$500.00 → WIHS
 5. Increase to Budget 2022-2023 \$500.00
 - F) Approval of Request for Proposal
 1. RFP #588 Student Beverages without Equipment
 2. RFP #599 Direct Diversion

XI. PRESIDENT'S REPORT

- A) Approval of After School Kids Under Supervision, Inc. Third Amendment to Lease Agreement
- B) Approval of Director of School Safety Terms of Employment
- C) Approval of Memorandum of Agreement re: West Islip Teachers Association Teaching Assistants Chapter Negotiated Agreement
- D) Approval of Final Contract for Eastern Suffolk BOCES Cooperative Educational Services 2021-2022

XII. SUPERINTENDENT'S REPORT

XIII. NOTICES/REMINDERS

XIV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

XV. INVITATION TO PUBLIC – *The public, at this time, is invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted by the time the first speaker is called to the podium. Each person or representative of a group will be limited to three minutes.*

XVI. EXECUTIVE SESSION – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session to consider any items for which a vote is required.*

XVII. CLOSING - Adjournment

**ANNUAL REORGANIZATIONAL MEETING OF THE BOARD OF EDUCATION
July 5, 2022 – West Islip High School**

PRESENT: Mr. Antonello, Mr. Compitello, Ms. Kelly, Mr. Maginniss, Mr. McCann, Mr. Tussie

ABSENT: Mrs. Brown

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

ABSENT: None

ATTORNEY: Mr. Vigliotta

The Constitutional Oath of Office was administered by Attorney Michael Vigliotta to newly elected trustee, Grace Kelly and incumbent trustees, Thomas Compitello and Peter McCann.

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

Mr. Tussie opened the floor for nominations for President of the Board of Education for the 2022-2023 school year. Richard Antonello nominated Anthony Tussie for President and there were no other nominations. In favor were Mr. Antonello, Mr. Compitello, Mrs. Kelly, Mr. Maginniss and Mr. McCann. No one was opposed. Mr. Tussie abstained. Motion passed 5-0.

Mr. McCann nominated Mr. Antonello for Vice President of the Board of Education for the 2022-2023 school year. Mr. Compitello seconded the nomination. In favor were Mr. Tussie, Mr. Compitello, Mrs. Kelly, Mr. Maginniss and Mr. McCann. Mr. Antonello abstained. Motion passed 5-0.

The Constitutional Oath of Office was administered by Attorney Michael Vigliotta to President Tussie.

The Constitutional Oath of Office was administered by Attorney Michael Vigliotta to Vice President Antonello.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to table approval of appointment of Board Committees/Liaisons until the August 9, 2022 committee meetings.

Requests for membership on the Board Committees/Liaisons were distributed to trustees; President Anthony Tussie will assign members accordingly.

Building Inspections:

Bayview

Manetuck

Oquenock

Paul J. Bellew

Beach

West Islip High School

Westbrook

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Mary Hock as District Clerk, Patricia Denninger (alternate) for the 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Deborah Falcon as District Treasurer and Mary Hock as Deputy Treasurer for the 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Board of Registration for the 2022-2023 school year as follows: Anne Kuhlwillm; alternates - Rhonda Rauch, Rosemary Dowling.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to set amount of Treasurer's Bond at \$1,000,000.00 for the 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, 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 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Patricia Plompen as Claims Auditor for the 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Robert Nocella as Purchasing Agent for the 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Christine Kearney as Deputy Purchasing Agent for the 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Patricia Denninger as Records Access Officer for the 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of New York State Insurance Reciprocal as insurance carrier for the 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Chief/School Physicians for the 2022-2023 school year as follows: Dr. Marc Cimmino, Chief School Physician; L. Atkinson, RPA; Dr. Jules Cohen; Dr. Costa Constantatos; Dr. Sarita Duchatelier and Dr. Keith Chu Cheong, Pediatric Neurology; Yvette Feis, PhD, Neuropsychologist; Dr. Eugene Gerardi; Dr. Richard Gold; Island Gastroenterology Consultants, P.C; Dr. Roger Keresztes; Dr. Jack Marzec; Dr. Jennifer Mingione, Internal Medicine; Dr. Jorge Montes; Dr. Tracy Onal; Dr. Gregory Puglisi; Dr. Leonard Savino; Dr. Phil Schrank; Amna Sher, MD; Dr. Robert A. Smolarz; South Shore Neurologic Associates; Joseph Tommasino, RPA; Dr. Ira Woletsky (Pediatrician); Emergency Medical Technician Coverage for Athletic Events: Robert Mallimo, John Mileski, Steven Mirrone, Richard Naeder, Sean O'Hara, Kristine Ostrem.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Volz & Vigliotta, PLLC as Attorney/Legal Officer for the 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve Newspapers Designated to Carry Legal Notices for the 2022-2023 school year as follows: Babylon Beacon, Islip Bulletin and Newsday.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve Depositories Designated for the 2022-2023 school year as follows: J.P. Morgan Chase, HSBC, NYCLASS, Empire National Bank, People's United Bank, N.A., Webster Bank.

Motion was made by Richard Antonello, seconded by Tom Compitello, 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 2022-2023 school year (list included in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of District Team – New Compact for Learning for the 2022-2023 school year as follows: Luann Dunne, Teamsters Local 237 Clerical; Jamie Triail, Teamsters Local 237 Operations;

Michelle Herzing, PTA – Elementary; Karen Mushorn, PTA – Middle School; Samantha Coppola, PTA – High School; Student Senate Representative, WIHS Student; Student Senate Representative, WIHS Student; Superintendent of Schools - Superintendent; Rhonda Pratt, WIASA – Elementary; Andrew O’Farrell, WIASA – Middle School; David Rubano, WIASA – High School; Karen Desz, WITA – Elementary; Michele Holt, WITA – Middle School; Joseph Dixon, WITA – High School.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve appointment of Health and Wellness Alliance Committee Members for the 2022-2023 school year as follows: Kylie Baierlein, Kim Cairns, Julie Cannistra, Angie Carpenter, Tom Compitello, Marcelle Crudele, Lisamarie Curley, Karen Desz, Christina Elefante, Monica Fogerty, Emma Francesca, Erin Harris, Tim Horan, Jennifer Isloldi, Sharon Kerrigan, RN, Meghan Schou, Jennifer Mantione, Anne Marshall, Shanan Mauro, Peter McCann, Tricia Mileti, Dawn Morrison, John Mullins, Camille Newsom, Nicole Perperis, Rhonda Pratt, Lee-Ann Puccia, RN, Dave Rubano, Carrie Russo, Diana Sepe, Marc Soto – YES, Melanie Steinweis, Ariana Stubbmann, Lynn Summers, Barbara Vouris – Yes, Dr. Marc Cimmino – Chief School Physician.

Motion was made by Richard Antonello, seconded by Tom Compitello, 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 2022-2023 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).”

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Lisa DiSibio as Data Protection Officer for the 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve Dates/building sites for the 2022-2023 Regular and Planning Session meetings of the West Islip Board of Education (list included in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve date/time for 2023 West Islip High School Commencement Exercises - Friday, June 23, 2023 at 6:00 p.m.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of resolution re: District’s participation in ECIA Title I Program and other federal programs for 2022-2023 and authorization for the Superintendent to apply for all federal funds for the 2022-2023 school year (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of resolution re: designation of Superintendent to determine entitlement for attendance of the schools of the district (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of resolution re: certification of qualified Lead Evaluators of teachers and building principals having successfully completed the training requirements (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of resolution re: certification of qualified Lead Evaluators and evaluators of teachers having successfully completed the training requirements (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of resolution re: certification of coordinators in accordance with the requirements of the Dignity for All Students Act (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of resolution re: Chief Emergency Officer (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Executive Director of Human Resources as Title IX Compliance Officer for the 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Instructional Review Committee for the 2022-2023 school year as follows: Dawn Morrison, Assistant Superintendent for Curriculum and Instruction; Andrew O'Farrell, Secondary Principal; Rhonda Pratt, Elementary Principal; To be named as appropriate, Program Director; Kristyna Acerno, Library-Media Specialist; Tina Schaefer, Secondary Teacher; Christina Kruer, Elementary Teacher; TBD, Community Member.

Motion was made by Richard Antonello, seconded by Tom Compitello, 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 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Board of Education as Audit Committee for the 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of Cullen & Danowski, LLP as Internal Auditor.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve appointment of R.S. Abrams & Co., LLP as District Auditor for the 2022-2023 school year.

Motion was made by Richard Antonello, seconded by Tom Compitello, 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 Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve adoption of the following resolution re: empowering Board President to authorize member attendance at conferences, workshops, conventions, etc. {Board 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. for the 2022-2023 school year.

Meeting adjourned at 7:47 p.m. on motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

REGULAR MEETING OF THE BOARD OF EDUCATION
July 5, 2022 – West Islip High School

PRESENT: Mr. Tussie, Mr. Antonello, Mr. Compitello, Ms. Kelly, Mr. Maginniss, Mr. McCann

ABSENT: Mrs. Brown

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

ABSENT: None

ATTORNEY: Mr. Vigliotta

Meeting called to order at 7:50 p.m. followed by the Pledge.

ANNOUNCEMENTS

Mr. Tussie announced that the NYS Office of the State Comptroller (OSC) conducted an audit of financial management for the district for the period July 1, 2017 through October 31, 2021. The Board formally approved the district's response and Corrective Action Plan to the Report of Examination at the June 21 Planning Session meeting. The OSC draft report is considered confidential until it is officially released by the OSC.

Mr. Tussie advised that there would be a short overlap of Dr. Romanelli and Mrs. Burns until Dr. Romanelli officially takes over as Superintendent.

APPROVAL OF MINUTES

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve the minutes of the June 16, 2022 Special Meeting and the June 21, 2022 Planning Session.

PERSONNEL

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve ADMINISTRATIVE: APPOINTMENT OF DEPUTY SUPERINTENDENT OF SCHOOLS: Dr. Paul Romanelli, effective August 1, 2022 to August 14, 2022, Per Diem Rate

Mr. Tussie thanked all the candidates who applied for the Superintendent position and congratulated Dr. Romanelli and District Wise Consultants for all their hard work on behalf of the district.

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve ADMINISTRATIVE: APPOINTMENT OF SUPERINTENDENT OF SCHOOLS: Dr. Paul Romanelli, effective August 15, 2022 to August 14, 2025, \$240,000 (2022-2023).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Danielle Cuihfield, Art, effective August 29, 2022 to August 28, 2026 (Paul J. Bellew & Manetuck; Step 1A¹, Replacing Annette Musteric {retired}).

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.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve T-2, T-3, TA-1, CL-1, CL-2, CL-3, CL-4 and Other of the 7/5/2022 Personnel Agenda as listed below:

T-2 PROBATIONARY APPOINTMENT (AMENDED)
Brittany Probst, Mathematics
Effective August 29, 2022 to August 28, 2025
(High School; change in effective date from August 29, 2022 to August 28, 2026)

T-3 REGULAR SUBSTITUTE
Grixon Moreira, World Languages
Effective August 29, 2022 through June 30, 2023
(Beach; Step 1A¹; Replacing Elizabeth Daddi {LoA})

Megan Rooney, Special Education
Effective August 29, 2022
(Manetuck; Step 1A¹; replacing Deanna Johnson {LoA})

TEACHING ASSISTANTS

TA-1 TENURE APPOINTMENT (AMENDED)
Michelle Edgley, Teaching Assistant
Effective September 2, 2022
(change in effective date from September 1, 2022 to September 2, 2022)

CIVIL SERVICE

CL-1 CHANGE IN TITLE

Joan Distefano, Custodial Worker I
Effective June 27, 2022
(Oquenock; Step 5; change from Acting Head Custodian)

Robert Verito, Acting Head Custodian
Effective June 27, 2022
(Bayview; Step 10; change from Custodial Worker III)

CL-2 PROBATIONARY APPOINTMENT
*Eva Gonzalez, Contingent Account Clerk
Effective July 18, 2022
(District Office; Step 1; replacing D. Farewell {Benefits})

CL-3 RESIGNATION

Mary Ellen McElwee, Part-Time Food Service Worker
Effective June 22, 2022
(Udall)

Mary Morici, Part-Time Food Service Worker
Effective June 30, 2022
(Bayview)

Kristen Wilson, Cafeteria Aide
Effective June 25, 2022
(Paul J. Bellew)

CL-4

SUBSTITUTE FOOD SERVICE WORKER (\$15.00/hr)
Mary Ellen McElwee, effective August 30, 2022

OTHER

SUMMER SCHOOL 2022

Catherine Brudi, English 9
Giavanna Donarumia, Global 10
Edward Jablonski, U.S. History
Michael Maneri, English 9

SUMMER RECREATION CAMP COUNSELORS 2022 (\$15 per hour)

Jake McEnaney
Julia O'Sullivan

CURRICULUM

Mrs. Morrison informed the audience that summer school started at the high school and the district is still in the process of registering students for Regents Review Classes. The Summer Investigations Program started for Grades 1-5 and the summer programs for Grades 6-8 will start on August 1 and run for two weeks. Mrs. Morrison spoke about the June Regents Examination administration.

Mr. Tussie informed the audience that the teacher's contract was approved for one year. The teachers received a 2% increase in salary and will be giving back 1% toward health insurance.

Special Education Committee: Mr. Tussie advised that the Board accepted the Committee on Special Education/Preschool Special Education Recommendations re: classification/placement/I.E.P. modifications of students as delineated.

Policy Committee: Mr. Tussie advised that the Board conducted an *Annual Review* of the following policies:

No. 5412	Purchasing Procedures
No. 5421	Procurement of Good 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}

FINANCIAL MATTERS

The treasurer's report for May was presented: beginning balance \$73,770,089.29; ending balance \$82,341,321.24.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve General Fund budget transfers 4204-4208.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2022-2023 Bids: Base Bid #GC-1 Masonry {WIHS – warehouse}, Base Bid #GC-2 Masonry {WIHS – open courtyard}, Base Bid #GC-3 Masonry {Beach – rotunda}, Base Bid #GC-4 Masonry {Bayview}, Base Bid #GC-5 Masonry {PJ Bellew}, Base Bid #GC-6 Masonry {all schools}, Base Bid #MC-1 Mechanical {Beach}.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to Requests for Proposal: RFP #595 Bagels, RFP#581 Bread, RFP #590 Coffee with Equipment, RFP #575 Dairy, RFP #591 Dishwasher Cleaning Supplies, RFP #579 Frozen, RFP #578 Groceries, RFP #572 Ice Cream with Equipment, RFP #571 Meat, RFP #570 Paper, RFP #576 Snacks Non-Compliant, RFP #574 Snacks – Smart.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Contracts: Da Vinci Education & Research, LLC Consultant Services 2022-2023; East Moriches UFSD Summer Instructional Services 2022-2023; Hempstead UFSD Health /Services 2021-2022 - \$950.00; Milestones in Homecare, Inc. Consultant Services 2022-2023; Nassau Suffolk Services for the Autistic, Inc. – The Martin C. Barell School Special Education 2022-2023; Nassau Suffolk Services for the Autistic, Inc. – The Martin C. Barell School Consultant Services 2022-2023; Tender Age Pediatric Therapies Consultant Services 2022-2023.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Resolution: Donation from Maloya Metal Fabrication and Manufacturing – Bins, shelves, posts valued at \$1,000 – WIHS.

Donation:

WHEREAS, the West Islip Union Free School District is in receipt of a pallet of plastic storage bins, steel shelves and shelf posts valued at approximately \$1,000.00 from Maloya Metal Fabrication and Manufacturing, which has been donated to the West Islip High School Engineering and Robotics Lab.

PRESIDENT'S REPORT

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution re: Section 103-a of the Public Officers Law authorizing the West Islip Board of Education to authorize the use of videoconferencing to conduct its public meetings.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution re: renaming of the Udall Road Middle School driveway *Hal Anderson Way*.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution re: WITA Memorandum of Agreement - Negotiated Agreement.

SUPERINTENDENT'S REPORT

Mrs. Burns welcomed Dr. Romanelli to the West Islip School District. She advised that the district has held all moving up ceremonies and the high school graduation ceremony. Mrs. Burns expressed her appreciation to the administration and the staff for ensuring the students had a memorable sendoff.

Mrs. Burns advised that the administrative team, clericals and facilities personnel are preparing to welcome students back to school in August. Mrs. Burns reminded the audience that there will not be a Planning Session meeting in July; the next Board meeting will be on August 11.

The following residents wished to speak during an "Invitation to the Public":

Claudia Worley - Mrs. Worley inquired about the status of addressing mental health issues for students, lunch program, and air conditioning in the schools.

Valerie Rivera - Mrs. Rivera complimented those involved in organizing the high school graduation ceremony.

Mrs. Rivera spoke about the effect her board candidacy had on her family. She expressed her disappointment with the President of the West Islip Teachers Association, who called her husband's teachers union (in another district). Mrs. Rivera thought this was unprofessional and not necessary and if there was a problem, WITA should have taken it up with her.

Mrs. Rivera also shared that her son was captain of the varsity baseball team and was the only team member who did not have his name or picture in the yearbook. Mrs. Rivera sent several e-mails to teachers and the principal but never received any acknowledgement or response.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 8:15 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:16 p.m. on motion by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Attendance Waiver – Student V. G.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Attendance Waiver – Student A. D.

Meeting adjourned at 9:17 p.m. on a motion by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

PERSONNEL:

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

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Sophia Stokkeland, Art
Effective August 29, 2022 to August 28, 2026
(Bayview and Manetuck; Step 1A¹, replacing Dana Gillman {resigned})

Stefanie Nicou, Music
Effective August 29, 2022 to August 28, 2026
(Manetuck and Oquenock; Step 1A⁴, replacing Avery Yurman resigned})

Kelly Minicozzi, Elementary Counselor
Effective August 12, 2022 to August 11, 2026
(Bayview and Paul J Bellew; Step 1A¹, new position)

John T. Denninger, Physical Education
Effective August 29, 2022 to August 28, 2026
(High School; Step 1A¹, replacing James Dooley {retired})

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

T-2 RESIGNATION

Dana Gillman, Art
Effective July 1, 2022
(Bayview and Manetuck)

Michael Martino, Special Education
Effective August 4, 2022
(High School)

TEACHING ASSISTANTS

TA-1 RETIREMENT

Diane Calderone
Effective August 1, 2022
(8 years)

CIVIL SERVICE

CL-1 RESIGNATION

William Dixon, Microcomputer Repair Technician
Effective August 20, 2022
(District Wide)

CIVIL SERVICE

CL-1

RESIGNATION, continued

Thomas Hohsfield, Custodial Worker I
Effective July 26, 2022
(Oquenock)

Michele Hopkins, Special Education Aide
Effective August 1, 2022
(Paul J. Bellew)

Amy Ingrassia, Cafeteria Aide
Effective June 25, 2022
(High School)

Douglas Kenah, Guard
Effective August 1, 2022
(Manetuck)

Kristin Miller, Special Education Aide
Effective July 9, 2022
(Paul J. Bellew)

Carly Morgan, Special Education Aide
Effective July 29, 2022
(Manetuck)

Jennifer Musto, Cafeteria Aide
Effective July 21, 2022
(Bayview)

Alfred Nolie, Guard
Effective August 1, 2022
(Beach Street)

Jennifer Pelletier, Special Education Aide
Effective June 24, 2022
(Oquenock)

Carmela Rugnetta, Special Education Aide
Effective August 29, 2022
(High School)

CL-2

CHANGE IN TITLE

Robert Verito, Custodial Worker III
Effective August 29, 2022
(Kirdahy Step 10; change from Acting Head Custodian)

CL-3

LEAVE OF ABSENCE, unpaid

Irene Curto, Special Education Aide
Effective August 29, 2022 – June 23, 2023
(Paul J. Bellew)

CIVIL SERVICE

CL-4 **PROBATIONARY APPOINTMENT**

Angelina Archer, Part-Time Food Service Worker
Effective August 25, 2022
(Udall; \$15.13 hr; replacing A. Imbo {resigned})

Lyudmyla Bahlay, Custodial Worker I
Effective August 12, 2022
(Oquencok; Step 1; replacing T. Hohsfield {resigned})

Mark Robuffo, Custodial Worker II
Effective August 29, 2022
(District Wide; Step 1; {new position})

Pasquale Romeo, Head Custodian
Effective August 29, 2022
(Bayview; Step 1; replacing M. DeBatt {resigned})

Lisa Schweigert, Part-Time Food Service Worker
Effective August 25, 2022
(Bayview; \$15.13 hr; replacing M. Morici {resigned})

CL-5 **SUBSTITUTE CUSTODIAN** (\$15.00/hr)

William Magrane, effective August 12, 2022
Joseph Rizzuto, effective August 12, 2022

CL-6 **SUBSTITUTE PARAPROFESSIONAL** (\$15.00/hr)

Amy Ingrassia, effective August 30, 2022
Kristin Miller, effective August 30, 2022

OTHER

HEARING WITNESS AGREEMENT (\$144.45/hr)

Bernadette Burns, effective August 22, 2022

SUBSTITUTE TEACHER (\$130 per diem)

Kristin Miller, effective August 30, 2022
Carly Morgan, effective August 30, 2022

SUMMER SCHOOL 2022

Kelly Weisenseel, Substitute

ALTERNATIVE SCHOOL 2022-2023

Daniel Marquardt, Co-Coordinator
Paulina Zarokostas, Co-Coordinator

OTHER, continued

REGENTS REVIEW 2022-2023

Nicole Tomei, Algebra 1
Lisa Gelsomino, Algebra 2
Maddie Schaefer, Biology
Brian Daniels, Chemistry
Brian Haldenwang, Chemistry
Danielle Dischley, Earth Science
David Gershfeld, English
Amanda Schilling, Geometry
David Moglia, Global

MIDDLE SCHOOL SUMMER ACADEMY PROGRAM 2022

Mollie Healey, teacher

FALL 2022 MIDDLE SCHOOL COACHES

CHEERLEADING

Marissa McAllister, 7-8 Udall Coach
Marissa McCandless, 7-8 Beach Coach

RESIGNATION

John T. Denninger, Preferred Substitute
Effective August 29, 2022

SUBJECT: THE USE OF VIDEOCONFERENCING AT PUBLIC MEETINGS

In accordance with the provisions of Section 103-a of the Public Officers Law, this policy shall serve to establish the written procedures governing the use of videoconferencing and member attendance at public meetings of the Board.

- I. Board meetings may utilize videoconferencing to conduct its public meetings provided that a minimum number of members are present to constitute a full quorum of the Board in either the same physical location or at locations where the public can attend. All locations at which the public can attend shall be included in the public notice of the meeting.
- II. Except as provided in Paragraph (a) of this Section II, board members must be physically present at the meeting unless they are unable to be present at any meeting location due to extraordinary circumstances as set forth herein. Examples of extraordinary circumstances which may render a board member unable to be physically present at a meeting include: illness, caregiving responsibilities, or any other significant or unexpected factor which precludes the member's physical attendance at the meeting.
 - a. Members are not required to participate in person during (i) a state disaster emergency declared by the governor pursuant to Section 28 of the Executive Law or (ii) a local state of emergency declared by the chief executive of a county, city, village or town pursuant to Section 24 of the Executive Law provided that the board determines the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in-person meeting.
- III. When videoconferencing will be used at a public meeting, the public notice of the meeting must state: (i) that videoconferencing will be used, (ii) where the public can view and/or participate in the meeting, (iii) where required documents and records will be posted or available and (iv) the physical location for the meeting where the public can attend.
- IV. Additional procedures when videoconferencing will be used at a public meeting:
 - a. Board members must be heard, seen and identified while the meeting is being conducted.
 - b. The minutes of the meeting must include which, if any, members participated remotely.
 - c. The meeting will be recorded and the recording will be posted on the West Islip Union Free School District's website within five (5) business days of the meeting. The recording shall remain available for five years thereafter. Upon request, the recording will be transcribed.
 - d. The public will be provided with the opportunity to view the meeting via video and to participate in the meeting (where public comment or participation is authorized) via videoconference to the same extent as in-person comment or participation.
 - e. All meetings conducted using videoconferencing or which are broadcasted will use technology that permits access to individuals with disabilities consistent with the Americans with Disabilities Act.

CONSULTANT SERVICES CONTRACT

AGENDA ITEM X. B)
BUSINESS ITEMS
RM 8/11/2022

This Agreement is entered into this **1st** day of **July, 2022**, 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 **Center for Developmental Disabilities** (hereinafter the “**CONSULTANT**”), having a principal mailing address of 72 South Woods Road, Woodbury, New York 11797

A. TERM

1. The term of this Agreement shall be from **July 1, 2022** through **June 30, 2023**, 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 Summer and Fall as per attached Student Information
Summary as per attached Addendum**

2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or 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 2022-2023 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 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.

Center for Developmental Disabilities

West Islip Union Free School

BY:



Executive Director

BY:

President, Board of Education

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2022**, 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 Christine Baudin., M.S. Speech Language Pathologist (hereinafter the "CONSULTANT"), having a principal mailing address of 4 Roads End, Glen Head, New York 11545.

A. TERM

1. The term of this Agreement shall be from **July 1, 2022 through June 30, 2023** and 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:

District-wide services as per attached 2022-2023 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 – **As per attached 2022-2023 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.

Christine Baudin, M.S.

West Islip Union Free School District

BY: 
Christine Baudin, M.S.

BY: _____
President, Board of Education

Christine Baudin, M.S., CCC-SLP
Speech-Language Pathologist
License 009500
Augmentative Communication Specialist and Consultant
4 Roads End
Glen Head, NY 11545
(609) 367-2140
christinebaudin@yahoo.com

Rate Sheet for Contractual Services

AAC (augmentative and alternative communication)
AT (assistive technology) services

2022-2023 School Year

West Islip School District

\$175 Hourly rate for any consultative service including but not limited to, 1:1 therapy, staff training/coaching, any device programming or other work/correspondences including phone consultations and email exchanges, and attendance at any meeting. Also includes any time required for material preparation.

\$250 Hourly for multiple-hour staff training (for example on staff development days). 15 minute before and after training added to fee if 2 or more hours (\$125).

\$1,500 Flat rate for comprehensive AAC/AT evaluation. Includes report.

Christine Baudin, M.S., CCC-SLP

**Supplemental Agreement between the
West Islip Union Free School District
and**

Supplemental Agreement dated this 1st day of July, 2022 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Christine Baudin, M.S. the ("Contractor") located at 4 Roads End, Glen Head, NY 11545.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (hereinafter "Supplemental Agreement").

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District

"Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs. With reference to this agreement, "Third Party Contractor" shall be synonymous with "Contractor" and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean Christine Baudin, M.S.

b. "Student" means any person attending or seeking to enroll in an Educational Agency.

c. "Student Data" means Personally Identifiable Information of a "Student."

d. "Eligible Student" means a Student who is eighteen years or older.

- e. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- f. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- g. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- h. "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.
- i. "Personally Identifiable Information" shall have the following meanings:
 - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
 - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

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

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

or a copy may be obtained by writing to:

Office of Information & Reporting Services

New York State Education Department, Room 863 EBA

89 Washington Avenue

Albany, NY 12234

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, the District has developed the following “supplemental information” for the Agreement with the Contractor:

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following

exclusive purpose(s): to provide tutorial services in accordance with the underlying 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 the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2021. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

d. *Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District." or "The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.*

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 (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]*

*All files are backed up promptly protected & discarded
every 2 years*

f. The parties hereby incorporate by reference the Data Privacy and Security Plan and Data Privacy Plan attached hereto as Appendix E.

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

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
 - a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
 - c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
 - i. Without the prior written consent of the Parent or Eligible Student; or
 - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.
 - d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
6. Breach and unauthorized release of Personally Identifiable Information:
 - a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.
 - b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.
 - c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or

assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

7. Miscellaneous:

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


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

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

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

Christine Baudin, M.S.

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: 

By: _____

Print Name: *Christine Baudin, M.S.*

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2022**, 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 **Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC** (hereinafter the "CONSULTANT"), having a principal mailing address of ~~P.O. Box 1025, Reinstauburg, NY 11966~~.

Mailing address: P. O. Box 622, Center Moriches, NY 11934

A. TERM

1. The term of this Agreement shall be from **July 1, 2022** through **June 30, 2023**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

- b. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
5. District agrees not to hire a nurse referred by Horizon Healthcare Staffing within one year of the referral without written permission from Horizon.

C. SERVICES AND RESPONSIBILITIES

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

**SEE ATTACHED RATE SHEET
FOR SUMMER AND FALL 2022-2023**

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 **2022-2023 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.

Complete Rehabilitation PT, OT,
SLP of the Hamptons, PLLC

West Islip Union Free School District

BY: 
Executive Director

BY: _____
President, Board of Education

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC

Fee Schedule: West Islip Union Free School District
2022-2023 School Year

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC shall provide services as defined by the District and is the District's Administrative responsibility in accordance with Federal and State Laws regulating the practice of such educational services.

Provision of Related Services: Occupational Therapy, Physical Therapy, Speech Therapy and Special Education services will be through service options listed below:


<i>Service Option: Evaluations</i>	<i>Fee*</i>
Evaluations performed may include: Initial Evaluations and Re-Evaluations for Occupational Therapy, Physical Therapy and Speech Therapy when approved by the CSE or 504 Plan Coordinator. Evaluations may include administration of formal, standardized assessment tools and clinical assessment of performance areas to determine the need for therapy services and models of related service options. The procedure may include: <ul style="list-style-type: none"> • observation of student in the educational environment • record review • parent/teacher interview • administration and interpretation of test data • submission of written report 	\$250
<i>Service Option: Direct Services (OT, PT, ST, SE)</i>	<i>Fee*</i>
District Students Attending Programs Outside of District (i.e., cross-contracted with another district): Receiving Related Services (OT/PT/ST): On behalf of cross-contracted students, services may include attendance at CSE/504 meetings, teacher meetings, parent meetings, IEP/504 meetings and annual review meetings or unspecified meeting requests. <i>(per 30-minute session, per student)</i>	\$52
<i>Service Option: Indirect Services (OT, PT, ST, SE)</i>	<i>Fee*</i>
Consultation (non-mandated): May include: time spent meeting between school personnel and OT/PT/ST/SE, provided periodically to teachers throughout the school year as needed to discuss student schedules, review IEP goals, discuss progress marks and in preparation for annual review meetings. Additionally, Consultation (non-mandated) is provided to assess student needs for adaptive equipment including specifications and ordering information. <i>(per 30-minute session)</i>	\$52
Attendance at Meetings by Related Service Providers (OT/PT/ST/SE): Attendance at meetings may include: CSE/504 meetings, teacher meetings, parent meetings, IEP/504 meetings and annual review meetings or unspecified meeting requests authorized by the School District's Special Education department or Non-Special Education Committees such as 504, IST or MTSS RtI district wide. <i>(per 30-minute session)</i>	\$52

**this rate includes therapist and administrative fees.*

Payment Schedule

District is to make payment(s) once an invoice is submitted for payment. Invoice to include total treatment sessions by hours, dates that the invoice covers, and total amount due for the period specified.

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC will submit an invoice for services rendered on a monthly basis and the school district agrees to make full payment within sixty (60) days after receipt of said invoice.



 Barbara A. Heim, OTR/L
 Executive Director
 Complete Rehabilitation PT, OT, SLP
 of the Hamptons, PLLC

 District

7/12/2022

 Date

 Date

**Supplemental Agreement between the
West Islip Union Free School District**

and

Supplemental Agreement dated this 1st day of July, 2022 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Complete Rehabilitation PT, OT, SLP of the Hamptons the ("Contractor") located at ~~41 Cedar Lane, Ronsonburg, NY 11960.~~ **Mailing address: P. O. Box 622, Center Moriches, NY 11934**

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (hereinafter "Supplemental Agreement").

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District

"Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs. With reference to this agreement, "Third Party Contractor" shall be synonymous with "Contractor" and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean Complete Rehabilitation PT, OT, SLP of the Hamptons.

b. "Student" means any person attending or seeking to enroll in an Educational Agency.

c. "Student Data" means Personally Identifiable Information of a "Student."

- d. "Eligible Student" means a Student who is eighteen years or older.
- e. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- f. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- g. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- h. "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.
- i. "Personally Identifiable Information" shall have the following meanings:
 - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
 - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

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

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

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

or a copy may be obtained by writing to:

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

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, the District has developed the following “supplemental information” for the Agreement with the Contractor:

a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following exclusive purpose(s): to provide tutorial services in accordance with the underlying 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 the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2021. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

d. *Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District." or "The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.*

c. 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 (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]*

*Stored in locked filing cabinet or on
cloud password protected encrypted server
only accessible by complete rehab staff*

f. The parties hereby incorporate by reference the Data Privacy and Security Plan and Data Privacy Plan attached hereto as Appendix E.

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

New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
 - a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
 - c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
 - i. Without the prior written consent of the Parent or Eligible Student; or
 - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.
 - d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
6. Breach and unauthorized release of Personally Identifiable Information:
 - a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.
 - b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

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

7. Miscellaneous:

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

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

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

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

**Complete Rehabilitation PT, OT, SLP
of the Hamptons**

West Islip Union Free School District

By: S. H.

By: _____

Print Name: Sara H. H.

Print Name: _____

Title: Related Services Director

Title: _____

Date: 7/12/22

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2022**, 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, 2022** through **June 30, 2023**, 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 and Related Services as per attached Student Information Summaries (See attached Addendum)

2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or 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 2022-2023 school year and attached Home and Community Schedule A 2022-2023 rates.**

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 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

I.

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.

J. 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.

K. 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.

L. 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~~

John Lessard
CEO

Date: 6/27/22

BY: _____

President, Board of Education

Date _____

**Developmental Disabilities Institute
99 Hollywood Drive
Smithtown, New York 11787**

RIDER TO SERVICE AGREEMENT

RIDER to the Agreement dated as of **July 1, 2022** by and between Developmental Disabilities Institute, Inc. ("DDI"), having its principal offices located at 99 Hollywood Drive, Smithtown, New York, 11787, and the School District ("District").

This Rider serves to clarify § 175.6 of the Commissioner's Regulations regarding COMPENSATION for tuition services provided by DDI to students enrolled by the District.

1. DDI shall be entitled to recover tuition from the District for each student enrolled in the program pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education, for the State of New York.
2. DDI will establish a weekly rate equal to the established program tuition rate divided by the number of weeks in the program.
3. DDI will bill District for tuition services in weekly increments, invoiced on a monthly basis.
4. DDI will begin billing District with the first week the student establishes enrollment in the program, by being physically present at, or legally absent from, program for at least three days in a week. The student will be deemed to be in attendance until the end of the enrollment period. The enrollment period will end with the last week that the student is physically present at, or legal absent from, program for at least three days in a week.
5. All weeks between enrollment establishment and enrollment termination will be deemed billable, regardless of attendance in the program.

DEVELOPMENTAL DISABILITIES INSTITUTE, INC.



Chief Executive Officer

John Lessard

Printed Name

Date

6/27/22

School District Signature

Printed Name

Date

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2022**, by and between the Board of Education of the West Islip School District (hereinafter the “**DISTRICT**”), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Hilary Gomes, Ph.D.** (hereinafter the “**CONSULTANT**”), having a principal mailing address of 550 North County Road, Suite B, Saint James, New York 11780.

A. TERM

1. The term of this Agreement shall be from **July 1, 2022** through **June 30, 2023**, 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:

District-Wide Neuropsychological Evaluations

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as at the rate of **\$3,450.00** 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.

Hilary Gomes, Ph.D.

West Islip Union Free School District

BY:


Hilary Gomes, Ph.D.

BY:

President, Board of Education

Board Certified Pediatric Neuropsychologist

Neuropsychological Evaluation

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

Areas assessed may include:

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

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

My rate for a neuropsychological evaluation for the 2022-2023 school year is \$3450. This rate includes participation in a CSE meeting, either in person or by phone, if scheduling permits.



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

**Supplemental Agreement between the
West Islip Union Free School District**

and

Supplemental Agreement dated this 1st day of July, 2022 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and **Hillary Gomes, Ph.D.**, (the "Contractor") located at 550 North Country Road, Suite B, Saint James, NY 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 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (hereinafter "Supplemental Agreement").

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District

"Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs. With reference to this agreement, "Third Party Contractor" shall be synonymous with "Contractor" and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean **Hillary Gomes, Ph.D.**,

b. "Student" means any person attending or seeking to enroll in an Educational Agency.

c. "Student Data" means Personally Identifiable Information of a "Student."

- d. "Eligible Student" means a Student who is eighteen years or older.
- e. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- f. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- g. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- h. "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.
- i. "Personally Identifiable Information" shall have the following meanings:
 - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
 - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

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

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

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

or a copy may be obtained by writing to:

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

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, the District has developed the following “supplemental information” for the Agreement with the Contractor:

a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following exclusive purpose(s): to provide tutorial services in accordance with the underlying 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 the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2023. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

d. *Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District." or "The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.*

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 (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]*

See attached

f. The parties hereby incorporate by reference the Data Privacy and Security Plan and Data Privacy Plan attached hereto as Appendix E.

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

New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
 - a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
 - c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
 - i. Without the prior written consent of the Parent or Eligible Student; or
 - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.
 - d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
6. Breach and unauthorized release of Personally Identifiable Information:
 - a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.
 - b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

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

7. Miscellaneous:

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

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

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

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

Hillary Gomes, Ph.D.

West Islip UFSD

By: Hillary Gomes

By: _____

Print Name: Hillary Gomes

Print Name: _____

Title: Pediatric Neuropsychologist

Title: _____

Date: 7/6/22

Date: _____

Hilary Gomes, PhD, ABPdN
Pediatric Neuropsychologist
at the DaVinci Center
550 North Country Road, Suite B
St. James, NY 11780
Phone: (631) 848-8591

Data Privacy and Security Plan

I. Data Use:

All data collected or obtained as part of an evaluation will be used solely for the purposes of assessment, educational planning, and treatment planning. Data is not shared with third parties without explicit consent from the owners of Protected Health Information (PHI). No PHI data is ever sold or utilized for marketing purposes.

II. Subcontractors and Authorized Personnel

Only Dr. Gomes and her staff have access to PHI and student information. There are no subcontractors. Dr. Gomes and her staff participate in regular training regarding privacy practices and appropriate handling of PHI.

III. Length of Contract and Data Maintenance.

All data are maintained for 7 years after the student turns 21 year of age, regardless of the contract length. Once this time period has elapsed, paper data will be shredded, and electronic data will be deleted. All paper data will be maintained in a private double-locked location. Electronic data is stored on password-protected computers and hard drives.

IV. Breaches of Privacy

Any breaches of privacy will be reported in writing within 7 days of discovery to the contracted school district and to the families affected by the breach. Appropriate measures to limit any damage caused by the breach will be pursued.

V. Storage of Data

All paper data is stored in a private double-location with access limited to Dr. Gomes. Electronic data is stored on password-protected computer and HIPAA complaint Google Drives. Paper data is digitized and stored on a password protected hard drive on a regular basis. The paper data is then shredded. Electronic data is backed up onto an external hard drive on a regular basis.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2022**, 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 Kidz Educational Services SLP, OT, PT, LMSW, Psychology, Audiology, PLLC (hereinafter the "CONSULTANT"), having a principal mailing address of 1400 Old County Road, Suite C103N, Westbury, NY 11590.

A. TERM

1. The term of this Agreement shall be from **July 1, 2022 through June 30, 2023** and 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:

District-wide services as per attached 2022-2023 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 – **As per attached 2022-2023 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.

Kidz Educational Services SLP, OT, PT, LMSW,
Psychology, Audiology, PLLC

West Islip Union Free School District

BY: 
Leonard F. Caltabiano, Psy.D

BY: _____
President, Board of Education

Schedule One

as of 2/4/22

West Islip Union Free School District

2022 - 2023 Nassau/Suffolk Rate Sheet

SUBJECT TO CPI INCREASE IN SUBSEQUENT YEARS

Name of Provider: KIDZ EDUCATIONAL SERVICES SLP, OT, PT, LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC

SERVICES:

Behavior Intervention Services (BIS) -Direct Services	Rate Per 60 Minute Session
Individual BIS and CSE & TEAM Meetings	\$107.00 per Student
Individual BIS by BCBA or Doctoral Requested and CSE & TEAM Meetings	\$128.00 per Student
BIS Supervision (when requested by district) and CSE & TEAM Meetings (2)	\$150.00 per Student
1:1 AIDE/BT/Paraprofessional Services in School (2)	\$55.00 per Student
RBT Training Program: Includes training and oversight for School District Staff	Pricing available upon request
Functional Behavioral Assessment (FBA)	Rate Per 60 Minute Session
FBA by Behavior Consultant: Observation, Data Collection, Processes (10 hour minimum)	\$128.00 per Student, per 60 minutes*
FBA by BCBA/Doctoral: Observation, Data Collection, Processes (10 hour minimum)	\$153.00 per Student, per 60 minutes*
Functional Behavior Assessment/Behavior Intervention Plan Reports NOT INCLUDED SEE EVALUATION RATE SHEET	See Eval Rates
Indirect Services	Rate Per 60 Minute Session
Behavioral Consultant (Bcons) and CSE & TEAM Meetings - BCBA or Doctoral Requested	\$153.00 per Student
Behavioral Consultant (Bcons) and CSE & TEAM Meetings	\$128.00 per Student
Parent Training and CSE & TEAM Meetings	\$129.00 per Student
Bilingual Parent Training and CSE & TEAM Meetings	\$153.00 per Student
Special Education Services - (Resource Room, Consultant/Teacher)	Rate Per 60 Minute Session
Individual School Services: Resource Room/Consultant Teacher/Proctoring and CSE & TEAM	\$97.00 per Student
Group School Services: Resource Room/Consultant Teacher/Proctoring (Min.2 - Max.5 Students)*	\$43.00 per Student**
Individual Reading Specialist and CSE & TEAM Meetings	\$128.00 per Student
Individual Home Services: Specialized Instruction and CSE & TEAM Meetings	\$107.00 per Student
Assistive Technology Consulting	\$153.00 per Student
Related Services -(Speech, Occupational, Physical, Counseling/Therapy)	Rate Per 30 Minute Session
Individual School Services: Speech Therapy/Consult and CSE & TEAM Meetings	\$44.00
Individual School Services: Occupational Therapy/Consult and CSE & TEAM Meetings	\$55.00
Individual School Services: Physical Therapy/Consult and CSE & TEAM Meetings	\$60.00
Individual School Services: Counseling and CSE & TEAM Meetings	\$46.00
Individual Home Services: Speech, Occupational, Physical Therapy & Counseling	\$60.00
Group School Services: ST & OT (Min. 2 - Max. 5 Students)*	\$30.00 per Student**
Group School Services: PT (Min. 2 - Max. 5 Students)*	\$35.00 per Student**
Group School Services: Counseling (Min. 2 - Max. 5 Students)*	\$31.00 per Student**
Related Services Intervention Push-In Classroom	\$61.00 per 30 minute push-in
Related Services: ST, OT, PT, Counseling: Full Day or Half Day	Pricing Available Upon Request
Lidcombe Program and CSE & TEAM Meetings	\$87.00
Prompt Therapy CSE & TEAM Meetings	\$87.00
Vision/Orientation and Mobility and CSE & TEAM Meetings	\$87.00
Teacher of the Deaf (TDF) CSE & TEAM Meetings	\$56.00
Home Instruction -Interim Alternate Location	
Behavior Intervention Services - Alternate Location & CSE & Team Mtgs *** (1)	\$143.00 per Student/per 60 minutes
Behavior Intervention Services - Alternate Location Additional Supports *** (1)	\$107.00 per Student/per 60 minutes
Alternate Location-Rel Svc Direct/Consult: ST, CSL, OT & PT & CSE & TEAM Mtgs (1)	\$60.00 per Student/per 30 minutes
Alternate Location: Parent Training and CSE & TEAM Mtgs (1)	\$153.00 per Student/per 60 minutes
Other Services Offered	
Leave Replacement	Pricing Available Upon Request
Interim Director/ Asst. Director for Special Education	Pricing Available Upon Request
Translation Services - Spanish Only	\$71.00 per 60 minutes (min. 2 hours)
Translation Services - all other Languages	\$92.00 per 60 minutes (min. 2 hours)
Staff Training - Customized to District Needs	See Workshop Rate Sheet
* If IEP states "group" and a group is not available, individual rates will apply until a group is available.	
**If only one student is present for a "group" session, individual rates will apply.	
***Please note specific rate for BIS at the Alternate Location services does not include higher staff to learner ratios (ie: 1:2, 1:3). Additional Supports rates will apply for all hours BIS services are provided.	
(1) In the event of a learners absence Alternate Location services will be billed at noted rate regardless of the length of the absence.	
(2) All Paraprofessional Services must include BIS Supervision at rate noted above for frequency of 5% of billable hours unless Bcon hours already exist for the specific setting.	

Schedule One

as of 2/4/22

West Islip Union Free School District

2022 - 2023 Nassau/Suffolk Rate Sheet

SUBJECT TO CPI INCREASE IN SUBSEQUENT YEARS

Name of Provider: KIDZ EDUCATIONAL SERVICES SLP, OT, PT, LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC

EVALUATIONS:	Rate (per eval)
Central Auditory Processing (CAP-D) *must have additional Audiological	\$867
Audiological	\$204
Functional Behavior Assessment Report (See Service Rate Sheet)	\$255
Behavior Intervention Plan Report (BIP)	\$255
Psychological	\$995
ADOS - * must have additional Social History and Classroom Observation	\$675
Social History	\$204
Classroom Observation	\$255
Educational	\$459
Reading	\$510
Occupational Therapy	\$400
PT OR OT Screenings	\$100
Physical Therapy	\$400
Speech Therapy	\$408
Vision/ Orientation & Mobility Evaluation	\$485
Bilingual Evaluations	\$153 (additional per evaluation)
CSE Evaluation Meetings	\$100 per Student, per 60 minutes
CSE Meetings for ADOS	\$128 per Student, per 60 minutes
Should a student be unavailable for a scheduled session the District will be responsible for payment as if student were present but no more than 2x per month per student at the rate set forth.	
In the event that a Home provider is not notified of cancellation at least one hour prior to session the District will be billed for absence at the rate set forth (not to exceed more than one hour).	
The district must complete an FBA Authorization form when requesting an FBA or BIP to be completed for a particular student.	
PT & OT screenings only performed for the districts that have contracted us for those services and only at school locations services are being done	

**KIDZ EDUCATIONAL SERVICES SLP, OT, PT, LMSW, Psychology, Audiology, PLLC
Original**



District Workshop Fees (2022-23)

Workshop rates are not subject to renewals. Current conference and training rates will apply.

Time (# hrs per workshop)	Fee Schedule (per workshop)
1	350
1.5	450
2	550
2.5	650
3	750
4	1,000
5	1,250
6	1,500

Sessions booked less than two weeks before the scheduled date will be subject to a 10% surcharge.
Sessions booked less than one week before the scheduled date will be subject to a 15% surcharge.

Note: Each workshop is considered an individual entity and is billed as such. Any times not listed above will be prorated the prevailing rate. Quarter-hour session will be prorated to the higher half-hour rate.

CEUs: There will be an additional charge of \$125 per session, if you would like your staff to receive Continuing Education hours (e.g., ASHA, CTLE, NY State Board for Social Work hours, NASP). In addition, sessions for ASHA CEUs may incur an additional fee as required by ASHA to register the course with that agency.

To schedule a workshop or conference, contact Teri Chase, Conference Coordinator, at (516) 806-6969 or teri.chase@familyofkidz.com

ADDENDUM #1
ALTERNATE LOCATION PROCESS/PROCEDURES

The following are the terms and conditions of this Addendum to the Services Agreement dated _____ between Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC (hereinafter "Kidz Educational Services") and the West Islip SD (hereinafter the "School District"). The terms of this Addendum are incorporated into the terms of the Services Agreement with the School District and shall prevail over any conflicting terms and/or inconsistencies.

Upon inception of services at our Interim/Alternative Location, a student will enter into a 6- week assessment period in which the clinical staff will further evaluate the student's level of needs. During this 6-week time period the student will be assigned two staff members (1 to 2 ratio) at all times a Primary and an Additional Support staff. At the end of the 6-week assessment period a meeting will be convened to review the student's status and it will be determined if the level of the student's behavioral needs continue to require an Additional Support staff member (1 to 2 ratio), or if the ratio can be reduced to solely the Primary or one-to-one. In some instances, when a student is presenting with more severe behavioral challenges, it may be determined to provide additional staff to maintain safety (1 to 3, 1 to 4). Any additional staff needed will be billed at the Additional Support hourly rate. The Interim/Alternative Location is not a proper setting if the student requires more than 4 staff to maintain safety.

As outlined in our rate sheet, to maintain the quality of our Interim Alternate Location Services which includes hiring, training, and maintaining staff for each individual student and a room (physical space) within our facility, the School District will be responsible for full payment of services, even when the student is absent. This will reserve the student's placement for receiving services in the event of excessive absences.

In the event that the student is absent for 4 consecutive days, the School District will be notified.

In the event that the student is absent for 2 consecutive weeks, a meeting/tele-conference will be scheduled to determine if the student's services at the Alternate Location will be maintained or forfeited. If the School District decides to continue student's services at the Alternate Location, the district will continue to be billed for services.

In the event that the student's services are forfeited, and the School District would like to request Alternate Location services be resumed at a later date, the student will be reassessed and subject to space availability at that time.

This Addendum applies to all child absences regardless of reason (child, parent, or District). If services are not delivered due to an issue related to Kidz Educational Services (e.g., Alternate Location is closed), then the School District will not be charged for the non-delivery of services.

When a student is transitioning to a new placement and center staff is requested to assist then the Interim Alternate Location rates will apply.

Provider signature _____
Provider Name, Title: Dr. Leonard Calabiano, Chief Executive Officer
Tax ID # 81-3700766

Date 1/18/22

School District Representative Signature _____
Representative Name, Title _____
Date _____

**Supplemental Agreement between the
West Islip Union Free School District**

and

Supplemental Agreement dated this 1st day of July, 2022 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Kidz Educational Services SLP, OT, PT, LMSW, Psychology, Audiology, PLLC (the "Contractor") located at 1400 Old Country Road, Suite C103N, Westbury, NY 11590.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (hereinafter "Supplemental Agreement").

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District

"Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs. With reference to this agreement, "Third Party Contractor" shall be synonymous with "Contractor" and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean Kidz Educational Services SLP, OT, PT, LMSW, Psychology, Audiology, PLLC.

b. "Student" means any person attending or seeking to enroll in an Educational Agency.

c. "Student Data" means Personally Identifiable Information of a "Student."

d. "Eligible Student" means a Student who is eighteen years or older.

- e. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- f. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- g. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- h. "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.
- i. "Personally Identifiable Information" shall have the following meanings:
 - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
 - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

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

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

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

or a copy may be obtained by writing to:

Office of Information & Reporting Services

New York State Education Department, Room 863 EBA
89 Washington Avenue
Albany, NY 12234

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

ldisibio@wi.k12.ny.us

- 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) and Section 121.3 of the Regulations, the District has developed the following "supplemental information" for the Agreement with the Contractor:

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following

exclusive purpose(s): to provide tutorial services in accordance with the underlying 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 the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2023. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

d. *Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.* or *"The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.*

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 (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]*

See attached

f. The parties hereby incorporate by reference the Data Privacy and Security Plan and Data Privacy Plan attached hereto as Appendix E.

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

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
 - a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
 - c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
 - i. Without the prior written consent of the Parent or Eligible Student; or
 - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.
 - d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
6. Breach and unauthorized release of Personally Identifiable Information:
 - a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.
 - b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.
 - c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or

assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

7. Miscellaneous:

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


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

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

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

**Kidz Educational Services SLP, OT, PT,
LMSW, Psychology, Audiology, PLLC**

West Islip Union Free School District

By: 
Print Name: Leonard F. Caltabiano, Psy.D

By: _____
Print Name: _____

Title: CEO

Title: President, Board of Education

Date: 7/18/22

Date: _____

SUPPLEMENTAL INFORMATION

(FOR ANNUAL SERVICES AGREEMENT)

Submitted by Kidz Educational Services SLP, OT, PT, LMSW, Psychology, Audiology, PLLC

1. The exclusive purposes for which the student data will be used:

Student data will be used for the purpose of providing related services to the student.

2. How the contractor will ensure that subcontractors, person or entities with whom it share student data will abide by data protection and security requirements:

The service provider must comply with all district policies and state, federal and local laws, rules, regulations and requirements related to the confidentiality of records and data security and privacy.

3. When the agreement expires and what happens to the student data upon the expiration of the agreement:

The ASEP will retain all books and records required for 7 years after the termination of the agreement.

4. If and how a parent or student may challenge the accuracy of the student data that is collected:

Under FERPA parents have the right to inspect and review the student's education data within 45 days after the school receives a written request for access. They have the right to request an amendment of the student's records that the parent or student believes inaccurate or misleading.

5. Where the student data will be stored and the security protections taken to ensure such data will be protected, including whether such data will be encrypted:

Student data will be stored in a locked file cabinet.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2022**, 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, 2022** through **June 30, 2023**, 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:

District-wide Related Services

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 2022-2023 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.**

BY: 

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

West Islip Union Free School District

BY: _____



LIDC Services Inc.
1355 Stony Brook Rd
Stony Brook NY 11780
Phone 631-285-6400 Fax 631-285-6523

2022-2023 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 per 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 ((Licensed/ 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 (Licensed/ Board Certified Behavior Analyst) \$127 per hour
- ❖ Staff Training Seminars (NYS Certified Teacher or (LBA/BCBA) \$127 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 report \$127 per hour
- ❖ Functional Behavior Assessment (Licensed/ Board Certified Behavior Analyst) assessment consist of 6 hours inclusive of assessment report if behavior intervention plan is requested in conjunction with the assessment an addition 6 hours is allocated. \$127 per hour
- ❖ 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

Supplemental Agreement dated this 1st day of July, 2022 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and LIDC, Services Inc.,(the "Contractor") located at 1355 Stony Brook Road, Stony Brook, NY 11790.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (hereinafter "Supplemental Agreement").

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District

"Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs. With reference to this agreement, "Third Party Contractor" shall be synonymous with "Contractor" and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean LIDC, Services Inc.

b. "Student" means any person attending or seeking to enroll in an Educational Agency.

c. "Student Data" means Personally Identifiable Information of a "Student."

d. "Eligible Student" means a Student who is eighteen years or older.

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

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

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

h. "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.

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

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

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

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

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

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

or a copy may be obtained by writing to:

Office of Information & Reporting Services

New York State Education Department, Room 863 EBA

89 Washington Avenue

Albany, NY 12234

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, the District has developed the following “supplemental information” for the Agreement with the Contractor:

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following

exclusive purpose(s): to provide tutorial services in accordance with the underlying 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 the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2023. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

d. *Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District." or "The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.*

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 (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]*

Data is stored on a LDC owned - hosted solution. All staff are given robust passwords and sign confidentiality agreements. Annual training on federal & state laws governing confidentiality is provided. Users must authenticate to internal domain, no cloud exposure, complex passwords w/ account lockouts. Data is encrypted while in motion & at rest.

email encrypted used SSL, remote connectivity via secured port to

f. The parties hereby incorporate by reference the Data Privacy and Security Plan and Data Privacy Plan attached hereto as Appendix E. *run VPI w/ 256 encryp*

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

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
 - a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
 - c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
 - i. Without the prior written consent of the Parent or Eligible Student; or
 - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.
 - d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
6. Breach and unauthorized release of Personally Identifiable Information:
 - a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.
 - b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.
 - c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or

assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

7. Miscellaneous:

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

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

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

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

LIDC Services, Inc.

**WEST ISLIP UNION FREE SCHOOL
DISTRICT**

By: 

By: _____

Print Name: Karen Mulcahy Walsh

Print Name: _____

Title: Executive Director

Title: _____

Date: 7/7/22

Date: _____

SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(e)

This Agreement is entered into this 1st day of July, 2022 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 United Cerebral Palsy Association of Greater Suffolk, Inc. ("UCP") (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 250 Marcus Boulevard, Hauppauge, New York 11788.

W I T N E S S E T H

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

WHEREAS, the SCHOOL is a private school 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, 2022 through June 30, 2023, 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 SCHOOL shall include, but not be limited to the following:
 - a. To provide full-day instruction and related services as per the Addendum attached as Exhibit "A" in strict compliance with each student's Individualized Education Plan ("IEP");
 - b. SCHOOL agrees to provide individualized instruction to students specified by the DISTRICT in accordance with each student's IEP for the applicable school year;
 - c. SCHOOL agrees to provide individualized instruction based on the principles of applied behavioral analysis to students specified by the DISTRICT, and the services are to be provided by appropriately trained individuals;

- d. SCHOOL agrees to submit to the DISTRICT, on a timely basis, reports of the services rendered;
 - e. SCHOOL shall provide supervision of all employees under this Agreement. SCHOOL shall promptly notify the DISTRICT of any problems, situations or incidents that occur during the provision of services.
 - f. SCHOOL shall make relevant personnel available to participate in DISTRICT 504 and Committee on Special Education ("CSE") meetings, where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
 - g. SCHOOL shall provide the DISTRICT with a copy of any progress reports, testing and/or observation reports which are prepared in connection with the services provided pursuant to this Agreement.
2. The SCHOOL shall provide the services set forth in this Agreement to those students as provided in Exhibit "A."
 3. SCHOOL shall provide the DISTRICT with a copy of any progress reports, testing, and/or observation reports prepared in connection with the students served.
 4. SCHOOL further agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, New York State and local laws, rules, and regulations.
 5. SCHOOL shall be responsible for appropriate staff orientation and training for all its educational and supporting personnel, including, but not limited to, in-service training related to the provision of educational services to students with disabilities.
 6. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student's IEP, as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student's IEP.
 7. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
 8. The SCHOOL shall contact and obtain from the Office of Children and Family Services a letter stating that they have reviewed the State Central Register's records and that they do not find any individuals providing services under this Agreement to be the subject of an indicated case of child abuse and maltreatment as defined in accordance with the provisions and limitations of section 424-a of the Social Services Law, as that statute had been modified by applicable court decisions.
 9. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.

10. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
11. At the DISTRICT'S request, the SCHOOL shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
13. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
14. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
15. The SCHOOL will work cooperatively with the DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
16. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of same.
17. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

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

i. Commercial General Liability:

1) Coverage and Limits:

Occurrence	
General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Per Occurrence Limit	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

2) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent

3) Extensions – Mandatory:

- a) Sexual Abuse and Molestation Coverage
- b) Contractual Liability extending to indemnification
- c) The general liability is to be primary and noncontributory.
- d) Waiver of Subrogation in favor of the additional insured.

ii. Workers Compensation, Employers' Liability and NYS Disability:

1) Coverage:

Statutory

2) Extensions:

Voluntary Compensation; All States Coverage
Employers Liability - Unlimited

iii. School Leaders Errors & Omissions/Professional Liability Coverage:

1) Limit \$1,000,000 each claim

2) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent

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

C. COMPENSATION:

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

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

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

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

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

To School: Attention: Leslie M. Tilp
United Cerebral Palsy Association of Greater Suffolk, Inc.
250 Marcus Boulevard
Hauppauge, NY 11788

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

United Cerebral Palsy Association
Of Greater Suffolk, Inc.



By:

Executive Director

WEST ISLIP UNION
FREE SCHOOL DISTRICT

By:

President, Board of Education

MANAGEMENT AGREEMENT (this “**Agreement**”), dated July 1, 2022 (“**Effective Date**”), between West Islip’s Union Free School District, a New York State public school district with its primary address at 100 Sherman Avenue, West Islip, NY 11795 (the “**District**”) and Wright Risk Management Company, LLC, a Delaware limited liability company with its principal place of business at 900 Stewart Avenue, Suite 600 Garden City, New York 11530 (the “**Plan Manager**”).

RECITALS

WHEREAS, the District desires that the Plan Manager provide workers’ compensation administration services for the District’s self-insured workers’ compensation plan (the “**Self-Insured Plan**”), on the terms and conditions provided in this Agreement; and

WHEREAS, the Plan Manager desires to render such services to the District as provided in this Agreement;

NOW, THEREFORE, the District hereby engages the services of the Plan Manager and, in consideration of the mutual promises herein contained, the parties agree as follows:

I. **TERM.**

This Agreement shall be effective commencing on the Effective Date and shall continue in effect through June 30, 2025, unless terminated prior to that date pursuant to Section VII of this Agreement.

II. **SERVICES.**

The Plan Manager will provide administrative and claims management services necessary to operate the Self-Insured Plan, which will use funds established by the District to finance the Self-Insured Plan (the “**Self-Insured Fund**”). Said services will consist of the following:

A. In cooperation with District personnel, the Plan Manager will design and implement the internal claims reporting system. Once designed, selected District personnel will be trained to ensure the effectiveness of this reporting system.

B. Once a claim is reported, the Plan Manager will review the claim to determine if investigation is needed to determine the compensability and extent of the injury claimed. If investigation is necessary, the Plan Manager will perform such investigation immediately and thoroughly. If any third-party investigation services are necessary, such as surveillance, review of accident locations, or taking signed statements, the Plan Manager will arrange for such services. The fees and expenses for such services shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

C. If it is determined that the claim is compensable, the Plan Manager will file all forms required by the Workers' Compensation Board ("WCB") and direct the District to make payments in accordance with statutory requirements and mandated fee schedules. The District is responsible for providing any information necessary to complete all forms.

D. If it is determined that the claim is not compensable, or if the injury is not of the nature or extent claimed by the employee, the claim will be controverted and the file prepared for argument before WCB. The Plan Manager will provide for appearance by an experienced workers' compensation attorney on all cases in which hearings are held before WCB. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

E. The Plan Manager shall pursue subrogation whenever it is reasonably anticipated that the District may be reimbursed for payments made. The costs of retaining third-party services to assist in pursuing subrogation, where necessary and appropriate, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

F. The Plan Manager will provide complete supervisory services for claims covered during the term of this Agreement. These supervisory services will include claims adjustment services, general monitoring of medical treatment in order to ensure appropriate treatment and minimize medical costs, and coordinating audit of all medical bills received for legitimate workers' compensation claims to confirm causal relationship and that the amount approved for payment conforms to the prescribed New York State Workers' Compensation Fee Schedules. These supervisory services will not include telephonic or field case management, or other managed care services, which will be arranged and coordinated, as necessary, by the Plan Manager. The costs of telephonic or field case management, or other managed care services shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

G. As appropriate, the Plan Manager will obtain independent medical opinions, using a WCB-registered referral service, to advise the District as to the appropriateness of medical treatment being received by, and the degree of disability of, the injured employee. The Plan Manager will consult with treating physicians, medical consultants, and other medical professionals to assist in instituting rehabilitative efforts to achieve an injured employee's return to work at the earliest possible time. The referral service and medical consultants' fees shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

H. The Plan Manager will implement a payment procedure for lost time benefits, medical bills, and expense payments. This procedure will be developed with District personnel to ensure timely and appropriate payment.

I. The Plan Manager will review any reported employers' liability claims that arise, and advise regarding coverage, defense, and indemnification of such claims. As necessary, the Plan Manager will arrange for the retention of counsel to represent the District on employers' liability claims. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

J. The Plan Manager will track medical services subject to the Department of Health ("DOH") surcharges mandated by Public Health Law Section 2807, direct payment of applicable surcharges, and file all necessary forms with the DOH on a monthly or as needed basis. In the first year of handling claims for the District, the Plan Manager shall have no responsibility under this Section unless the District provides medical reports, hospital bills, access to the DOH website, and

other information relating to the claims necessary to perform the Plan Manager's services under this Section.

K. The Plan Manager shall prepare 1099's at the end of the calendar year for distribution to the appropriate vendors. Prior to forwarding 1099 forms to the District for distribution, the Plan Manager will review all vendor information for payments made in the current calendar year to ensure that the 1099 forms match the Internal Revenue Service records for name and tax identification number. Where vendors bill under an individual name rather than a corporate name, the Plan Manager will request the completion of W-9 forms from the appropriate vendors. The Plan Manager will also prepare the necessary Internal Revenue Service transmittal form on behalf of the District. In the first year of handling claims for the District, the Plan Manager shall have no responsibility under this Section unless the District provides a report containing the prior vendor information necessary to perform the Plan Manager's services under this Section.

L. The Plan Manager will review all Assessment Billing Notices for accuracy. If the District becomes overpaid for a WCB fiscal year due to variations in lost time experience from year to year, the Plan Manager will verify that all future credits issued to the District by WCB are properly issued and applied. In the first year of handling claims for the District, the Plan Manager shall have no responsibility under this Section unless the District provides a two-year check registry (including payment amounts, payees, and dates of service) and other information relating to the claims necessary to perform the Plan Manager's services under this Section.

M. The Plan Manager will assist the District in developing a loss prevention program, the nucleus of which will be the safety committee. The goal of the safety committee will be to minimize the number of workers' compensation injuries by reviewing the nature and type of incidents arising in the District, so that potential problem areas can be identified and addressed.

N. The Plan Manager will provide the District with updates on any changes in the Workers' Compensation Law as such changes apply to the workers' compensation program.

O. The Plan Manager will provide a cumulative cost summary report on a quarterly basis encompassing all individual claim costs and all other operational costs of the Self-Insured Plan. These reports will include the following information:

1. Summary of Costs/Claim Payments by Type and Status – Claim payments organized into indemnity, medical, and expense categories by fiscal year.
2. Number of Claims by Type and Status – Listing of open and closed claims, by fiscal year.
3. Paid Plan Charges – All Plan administrative costs, including insurance premiums, management fees, actuarial fees, financial auditor fees, and bank charges, by fiscal year.
4. Paid Employer Charges – WCB assessments and DOH surcharges by fiscal year.

P. The Plan Manager will provide cumulative quarterly loss runs encompassing all reported claims. These loss runs will include the following information:

1. File number.
2. Date of Accident.
3. Name of injured employee/claimant.

4. Occupation.
5. Description of accident.
6. Type of injury/part of body.
7. Status of claim/class.
8. Total medical, indemnity and expenses paid to date.

Q. The Plan Manager will handle all pending workers' compensation cases that have arisen since the inception of the Self-Insured Plan.

R. Annually, the Plan Manager will provide an overall review of the Self-Insured Plan, including information from quarterly reports.

S. The Plan Manager will ensure that the District's open files are properly maintained and available for review and/or audit, and will arrange for the storage or return of the District's closed/inactive files. The Plan Manager may maintain and store files electronically in lieu of a physical file. Physical storage costs, if any, are an expense that will be charged against the Self-Insured Fund. The foregoing is subject to Section VIII of this Agreement.

III. **FEE.**

- A. The Plan Manager shall invoice the District for a management fee for services under this Agreement at the rate set forth below. The District shall pay the management fee within thirty (30) days of receipt of the invoice.
- B. The Plan Manager will prepare payment documentation, including payment authorizations and copies of bills and forward such documentation to the District. The Plan Manager shall be responsible for printing, signing & distributing checks. The cost of materials and postage for printing and distributing checks shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

The District shall pay a management fee to the Plan Manager for services as follows:

1. For the period from July 1, 2022 to June 30, 2023, the District shall pay a management fee of \$23,383.06 payable in twelve (12) equal monthly installments. The management fee shall be due on the first of each month.
2. For the period from July 1, 2023 to June 30, 2024, the District shall pay a management fee of \$23,616.89 payable in twelve (12) equal monthly installments. The management fee shall be due on the first of each month.
3. For the period from July 1, 2024 to June 30, 2025, the District shall pay a management fee of \$24,089.23 payable in twelve (12) equal monthly installments. The management fee shall be due on the first of each month.

IV. **SPECIAL REPORTS AND ADDITIONAL SERVICES.**

Upon the written agreement of the parties, the Plan Manager shall provide special reports or additional services not included in this Agreement, at an additional fee to be agreed upon.

V. **SERVICE COMMITMENT.**

A. The Plan Manager shall devote such time to the performance of its duties under this Agreement as is reasonably necessary for the satisfactory performance of its duties under this Agreement.

VI. **INDEMNIFICATION.**

A. The Plan Manager shall hold harmless and indemnify the District against any loss, liability, damage, or expense, including reasonable attorneys' fees, to the extent caused by the willful misconduct, gross negligence, or negligence on the part of the Plan Manager or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Agreement.

B. The District shall hold harmless and indemnify the Plan Manager against any loss, liability, damage, or expense, including reasonable attorneys' fees, to the extent caused by the willful misconduct, gross negligence, or negligence on the part of the District or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Agreement.

VII. **TERMINATION.**

A. Either party may terminate this Agreement for the following reasons upon sixty (60) days written notice to the other party:

1. Fraud or criminal acts on the part of the other party or pattern of conduct of such other party which constitutes willful misconduct or gross negligence with respect to the performance of such other party's duties hereunder;
2. Substantial and continuing breach of this Agreement by the other party, provided, however, that the party seeking to terminate shall notify the other party of such breach, identifying such breach in full particulars, and the other party shall have thirty (30) days from receipt of such notice to cure the breach and, if such breach be cured within such period, such breach shall not be cause for termination; or
3. The New York State Superintendent of Financial Services shall issue a final order to terminate this Agreement, and the time for appealing such order shall have expired.

B. This Agreement shall terminate immediately without notice upon:

1. commencement by either party of any case, proceeding or other action: (a) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its assets, or either party shall make a general assignment for the benefit of its creditors;

2. commencement against either party of any case, proceeding or other action of a nature referred to in Section VII.B.1 above which: (a) results in the entry of an order for relief or any such adjudication or appointment; or (b) remains undismissed, undischarged or unbonded for a period of sixty (60) days;
3. commencement against either party of any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed or bonded pending appeal within sixty (60) days from the entry thereof;
4. consent, approval, acquiescence, or any action by either party in furtherance of any of the acts set forth in Sections VII.B.1, 2, or 3 above; or
5. an inability by either party to pay its debts as they become due.

C. Upon the effective date of termination of this Agreement, the District shall pay the fee due and owing the Plan Manager to be prorated based on the period of time the Agreement was in force and effect.

D. Upon termination of this Agreement, the Plan Manager shall have no responsibility for run-off of claims. Any agreement regarding run-off of claims will be dealt with in a separate written agreement signed by both parties.

E. Upon termination of this Agreement, the Plan Manager shall return the District's Property, as defined in Section VIII.A. The cost for returning the District's Property shall be borne solely by the District.

VIII. PROPERTY RIGHTS, CONFIDENTIALITY, AND RECORDKEEPING.

A. The District's Property.

All portions of the claim file, including WCB documents, claim reports, investigation reports, correspondence, and claim data of the District acquired and used by the Plan Manager in the performance of its duties hereunder ("**District Property**") shall belong to and remain the sole property of the District. Upon termination of this Agreement, the Plan Manager shall promptly return the District Property to the District or its designee, unless the District purchases run-off claims services pursuant to Section VII.D of this Agreement. The Plan Manager will transfer such files in an electronic form that can be produced by the Plan Manager's system without special modification and that will be readable by the District. The Plan Manager shall keep all District Property confidential, and shall not use, publish, discuss, disclose, or communicate District Property to third parties, except as necessary to perform its obligations under this Agreement, and in accordance with this Agreement. This provision shall survive termination of this Agreement.

B. The Plan Manager's Property.

All Systems created by the Plan Manager in the performance of its duties and activities under this Agreement shall belong to and remain the property of the Plan Manager. "**Systems**" as used herein shall include data processing, databases, computer programs, computer

equipment, formats, management protocols and operation documentation and internal reports of the Plan Manager pertaining to the Self-Insured Plan. This includes Systems for the administration, accounting, underwriting, risk management, cost containment and safety programs and services, and management systems developed by the Plan Manager for the Self-Insured Plan or in connection with the performance of its services hereunder. This provision shall survive termination of this Agreement.

IX. **MISCELLANEOUS.**

A. **Independent Contractor.**

The Plan Manager shall be an independent contractor and not an employee, agent, or servant of the District. The Plan Manager's employees shall be considered the Plan Manager's employees for all purposes and Plan Manager alone shall be responsible for their work, personal conduct, direction, and compensation. The District shall not be responsible for withholding taxes with respect to the Plan Manager's compensation and the Plan Manager shall be solely responsible to pay all applicable taxes from such compensation, including any compensation owed to its employees.

B. **Entire Agreement.**

This Agreement supersedes any and all other agreements either oral or in writing between the parties hereto.

C. **Assignment.**

Neither this Agreement nor any duties or obligation hereunder shall be assignable by the Plan Manager without the prior written consent of the District. In the event of an assignment by the Plan Manager to which the District has consented, the assignee or his legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations and agreements contained herein.

D. **Governing Law.**

The laws of the State of New York shall govern the validity of this Agreement, any of its terms or provisions, and the rights and duties of the parties hereunder.

E. **Amendment.**

This Agreement may be amended by the mutual written agreement of the parties to be attached to and incorporated into this Agreement.

F. **Legal Construction.**

This Agreement was negotiated by sophisticated parties at arm's length and shall be construed as if drafted jointly by the parties. No presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of its provisions. Any waiver of any other term, condition, or provision of this Agreement will not constitute a waiver of any other term, condition, or provision, nor will a waiver of any breach of a term, condition, or provision constitute a waiver of any subsequent or succeeding breach.

G. **Effect of Invalidity.**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

H. **Notices.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed by certified or registered mail, or by nationally recognized overnight carrier, return receipt requested, to the respective party at the addresses set forth below, on the date received or rejected:

If to the District:

West Islip's Union Free School District
100 Sherman Avenue
West Islip, NY 11795
Attention: Elisa Pellati, Assistant Superintendent for Business

If to the Plan Manager:

Wright Risk Management Company
900 Stewart Avenue, Suite 600
Garden City, NY 11530
Attention: Eric Hartcorn
Executive Vice President, Workers' Compensation

or to such other person and address as either party may designate by notice to the other.

I. **Headings.**

The headings to the various sections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the expressed provisions of this Agreement.

J. **Counterparts; Facsimiles.**

This Agreement may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same Agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature.


(Signature required on next page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: _____
Name:
Title:

WRIGHT RISK MANAGEMENT COMPANY, LLC


By: _____
Name: Eric Hartorn
Title: Executive Vice President, Workers' Compensation

WEST ISLIP PUBLIC SCHOOLS
ENGLISH LANGUAGE ARTS

MEMORANDUM

To: Elisa Pellati
From: Karen Appollo
Date: June 13, 2022
Re: Surplus books
Cc: Mary Hock; Lynn Summers; Andrew Moschetto

The following list represents surplus books from Udall Road Middle School. These books are old, in poor condition, or are no longer used in our current curriculum. Once this surplus request is approved, please notify Lynn Summers and Andrew Moschetto so that these books can be discarded.

Title	# of Copies
<i>The Explorer of Barkham Street</i>	34
<i>Harriet the Spy</i>	19
<i>The Stolen Train</i>	27
<i>The White Mountains</i>	10
<i>The Black Stallion</i>	9
<i>The House with a Clock in its Walls</i>	17
<i>The Black Pearl</i>	9
<i>Funk And Wagnalls New Encyclopedia</i>	33
<i>Three Comedies of American Female Life</i>	43
<i>Kon-Tiki</i>	66
<i>The Defenders</i>	27
<i>Souder</i>	105
<i>Caddie Woodlawn</i>	9
<i>Shadow of a Bull</i>	7
<i>My Brother Sam is Dead</i>	36
<i>The Door in the Well</i>	5
<i>The Indian in the Cupboard</i>	7
<i>Welcome Home, Jellybean</i>	5
<i>Cheaper by the Dozen</i>	6
<i>Warriner's English Grammar and Composition</i>	26
<i>Alice's Adventures in Wonderland</i>	8
<i>How to Spell It</i>	20
<i>Vocabulary Workshop Level C Enhanced Edition</i>	160
<i>Vocabulary Workshop Level C New Edition</i>	202
<i>Junior Great Books</i>	86
<i>Write Source 2000</i>	282
<i>Basic English Grammar</i>	55
<i>A Loss for Words</i>	33
<i>Deathwatch</i>	6
<i>Farmer Boy</i>	2
<i>Hans Brinker</i>	6
<i>Little House on the Prairie</i>	2

<i>The Incredible Journey</i>	23
<i>April Morning</i>	59
<i>Six Great American Plays</i>	10
<i>The Upstairs Room</i>	9
<i>Heidi</i>	14
<i>Edgar Allen</i>	6
<i>M.C. Higgins, The Great</i>	6
<i>American Folklore and Legends</i>	199
<i>A Christmas Carol</i>	52
<i>The Pigman's Legacy</i>	43
<i>To Kill a Mockingbird</i>	52
<i>The Time Machine & The Invisible Man</i>	13
<i>Maude in the Middle</i>	13

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

AGENDA ITEM X. D)
 BUSINESS ITEMS
 RM 8/11/2022

SED No. 58-05-09-03-0-010-027

Project Manager, Sigrid Coons

PROJECT: West Islip UFSD
 (name, address) New Generator at
 Beach Street Middle School

CHANGE ORDER NUMBER: 1

DATE: June 17, 2022

TO CONTRACTOR: Maccarone Plumbing, Inc.
 (name, address) 10 Sea Cliff Avenue
 Glen Cove, NY 11542

ARCHITECT'S PROJECT NO.: 20-100

CONTRACT DATE: May 26, 2022

CONTRACT FOR: Plumbing, PC-1

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

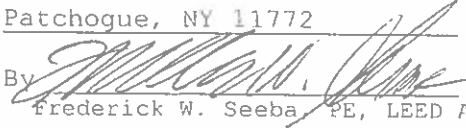
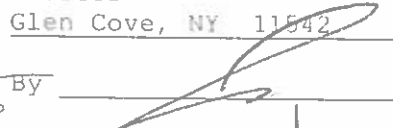
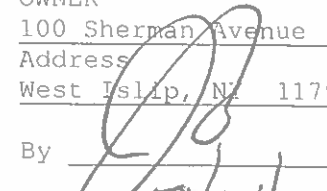
- Owner Request. Relocation of the proposed generator to a location north of the existing gas headers resulting in additional piping, fittings, new roof supports and pads and associated labor. Add \$26,998.11

Total Additional Cost \$26,998.11

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 53,670.00
 Net change by previously authorized Change Orders..... \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was..... \$ 53,670.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of..... \$ 26,998.11
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be..... \$ 80,668.11
 The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC		Maccarone Plumbing, Inc.	West Islip UFSD
ARCHITECT		CONTRACTOR	OWNER
244 E. Main Street		10 Sea Cliff Avenue	100 Sherman Avenue
Address		Address	Address
Patchogue, NY 11772		Glen Cove, NY 11542	West Islip, NY 11795
By 	By 	By 	
Frederick W. Seeba, PE, LEED AP			
Date 06/17/2022	Date 6/27/22	Date 7/18/22	
(631) 475-0349	516-671-3232	631-898-3200	

RESOLVED, that the West Islip Union Free School District shall request an exemption from implementing a school breakfast program in the below listed schools for the 2022-2023 school year.

BAYVIEW ELEMENTARY SCHOOL
MANETUCK ELEMENTARY SCHOOL
OQUENOCK ELEMENTARY SCHOOL
PAUL J. BELLEW ELEMENTARY SCHOOL

July, 2022

RESOLVED, that the West Islip Union Free School District shall adopt the 2022 – 2023 Income Eligibility Guidelines for Free and Reduced Price Meals:

**2022-2023 INCOME ELIGIBILITY GUIDELINES
FOR FREE AND REDUCED PRICE MEALS OR FREE MILK**

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	\$ 17,667	\$ 1,473	\$ 737	\$ 680	\$ 340	1	\$ 25,142	\$ 2,096	\$ 1,048	\$ 967	\$ 484
2	\$ 23,803	\$ 1,984	\$ 992	\$ 916	\$ 458	2	\$ 33,874	\$ 2,823	\$ 1,412	\$ 1,303	\$ 652
3	\$ 29,939	\$ 2,495	\$ 1,248	\$ 1,152	\$ 576	3	\$ 42,606	\$ 3,551	\$ 1,776	\$ 1,639	\$ 820
4	\$ 36,075	\$ 3,007	\$ 1,504	\$ 1,388	\$ 694	4	\$ 51,338	\$ 4,279	\$ 2,140	\$ 1,975	\$ 988
5	\$ 42,211	\$ 3,518	\$ 1,759	\$ 1,624	\$ 812	5	\$ 60,070	\$ 5,006	\$ 2,503	\$ 2,311	\$ 1,156
6	\$ 48,347	\$ 4,029	\$ 2,015	\$ 1,860	\$ 930	6	\$ 68,802	\$ 5,734	\$ 2,867	\$ 2,647	\$ 1,324
7	\$ 54,483	\$ 4,541	\$ 2,271	\$ 2,096	\$ 1,048	7	\$ 77,534	\$ 6,462	\$ 3,231	\$ 2,983	\$ 1,492
8	\$ 60,619	\$ 5,052	\$ 2,526	\$ 2,332	\$ 1,166	8	\$ 86,266	\$ 7,189	\$ 3,595	\$ 3,318	\$ 1,659
Each Add'l person add	\$ 6,136	\$ 512	\$ 256	\$ 236	\$ 118	Each Add'l person add	\$ 8,732	\$ 728	\$ 364	\$ 336	\$ 168

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. No application is necessary if the household was notified by the SFA their children have been directly certified. If the household is not sure if their children have been directly certified, the household should contact the school.

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 Categorical 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 (or free milk). 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 Melanie Steinweis, School Lunch Manager. Please contact Melanie Steinweis 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.

For up to 30 operating days into the new school year (or until a new eligibility determination is made, whichever comes first) an individual child's free or reduced price eligibility status from the previous year will continue within the same SFA. When the carryover period ends, unless the household is notified that their children are directly certified or the household submits an application that is approved, the children's meals must be claimed at the paid rate. Though encouraged to do so, the SFA is not required to send a reminder or a notice of expired eligibility.

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 (free milk).

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 Elisa Pellati, CPA, Assistant Superintendent for Business whose address is West Islip Public Schools, Michael & Christine Freyer Administration Building, 100 Sherman Ave., West Islip, N.Y. 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 FDPIR 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.

Beginning July 1, 2019, students in New York State that are approved for reduced price meals will receive breakfast and lunch meals at no charge.

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, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complain-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

RESOLUTION: 2022-2023 TAX LEVY

WHEREAS, the estimated expenditures for the West Islip Union Free School District, for the school year 2022-2023 in the amount of \$130,246,851 proposed in accordance with Section 1716 of the Education Law, were approved by the voters of the District on May 17, 2022, and,

WHEREAS, the estimated expenditures for the West Islip Public Library, for the fiscal year 2022-2023 in the amount of \$4,242,248, proposed in accordance with Section 259 of the Education Law, were approved by the voters of the District on April 5, 2022 for a total approved budget of \$134,484,568 therefore,

BE IT RESOLVED, that the 2022-2023 tax levy in the amount of \$90,382,573 for the West Islip Union Free School District and \$4,167,248 for the West Islip Public Library, for a combined tax levy of \$94,549,821 be approved and levied upon the real property of the District.

(The tax levy of \$90,382,573 for the School District plus \$39,864,278 other income as estimated on July 1, 2022, including State Aid, \$500,000 Appropriated from Reserves and \$850,000 of Appropriated Fund Balance equals a budget of \$130,246,851. The tax levy of \$4,167,248 for the Public Library plus \$75,000 other income as estimated on July 1, 2022 equals a budget of \$4,242,248).

WEST ISLIP HIGH SCHOOL
1 Lion's Path • West Islip, NY 11795



Look at Education Shine'

MEMORANDUM

To: Elisa Pellati

Date: July 11, 2022

Enclosed please find Alliance Energy LLC check #0031691 in the amount of \$500.00 for Board of Education approval and deposit into the High School account #A2110.518.359.9910.

Thank you.

Vickie Passarelli

Vickie Passarelli
Principal's Secretary

Alliance Energy LLC 15 Northeast Industrial Road Branford CT 06405

0031691

Date	Location	Reference	Gross Amount	Discount	Net Amount
03/30/22	9900	319383	500.00	0.00	500.00
Check Date 05/24/22	Vendor: Number - Name 9461 - WEST ISLIP SENIOR HIGH SCHOOL		500.00	0.00	500.00

Alliance Energy LLC
15 Northeast Industrial Road
Branford, CT 06405

52-153
112
Bank of America
MA

Check Date	Check No.	Check Amount
05/24/22	0031691	*****500.00

Five Hundred Dollars

To The Order Of WEST ISLIP SENIOR HIGH SCHOOL
1 LIONS PATH
WEST ISLIP, NY 11795

Gary Brooks

VOID AFTER 180 DAYS

Authorized Signature

⑈0031691⑈ ⑆011201539⑆ 0022 2007 6594⑈

DONATION:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amounts of \$500 from Alliance Energy LLC, which have been donated for use in science, technology, engineering or mathematics for the students of the West Islip High School.

RESOLUTION: INCREASE 2022-2023 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorizes the appropriation budget for the 2022-2023 school year to be increased to \$130,247,351, an increase of the \$500 donation from Alliance Energy LLC for the West Islip High School.

INTEROFFICE MEMO

DATE: 7/12/22
TO: BERNADEITTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E.PELLATI, M. STEINWEIS
FROM: ROB NOCELJA, PURCHASING AGENT
RE: SEALED BIDS – STUDENT BEVERAGES WITHOUT EQUIPMENT

Item: Student Beverages without Equipment
(RFP #588 07/01/22 to 06/30/23)

Publication: Nassau/Suffolk Newsday April 6, 2022

Fund to be Charged: Cafeteria

Bid Opening: April 28, 2022

Place of Opening: South Huntington School District

Number of Companies Bidding: Invited to Bid 10
Bidding 7

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Student Beverages without Equipment items in the following dollar amounts:

Ace Endico	\$15,043.15
Big Geyser	\$ 625.49
Jaybee Distributors	\$28,853.50
Libeety Coca Cola Beverages	\$47,549.40
Snapple Distributors, Inc.	\$ 175.99
Total	\$92,247.53

INTEROFFICE MEMO

DATE: 7/26/22
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – DIRECT DIVERSION

Item: Direct Diversion (RFP #599 07/01/22 to 06/30/23)
Publication: Nassau/Suffolk Newsday July 7, 2022
Fund to be Charged: Cafeteria
Bid Opening: July 21, 2022
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 6
Bidding 3

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Direct Diversion in the following dollar amounts:

Ace Endico	\$104,761.40
Mivila Foods	\$ 16,526.25
Total:	\$121,287.65

THIRD AMENDMENT TO THE LEASE AGREEMENT

This Amendment is made this _____ day of August, 2022, by and between the Board of Education, West Islip Union Free School District, Town of Islip, Suffolk County, New York, a corporation existing under and by virtue of the laws of the State of New York, having its principal office at 100 Sherman Avenue, West Islip, Suffolk County, New York 11795 (hereinafter referred to as the "DISTRICT"), and After School Kids Under Supervision, Inc., a not-for-profit organization existing under and by virtue of the laws of the State of New York having its principal office at 212 Higbie Lane, Suite 1, West Islip, New York 11795 (hereinafter referred to as "ASK US").

WHEREAS, the DISTRICT and ASK US entered into a lease agreement, dated March 24, 2020, and annexed hereto and incorporated herein, for certain areas within the Paul E. Kirdahy Elementary School (the "Lease Agreement"); and

WHEREAS, the DISTRICT and ASK US entered into an amendment to the Lease Agreement, dated September, 2020, and annexed hereto and incorporated herein, which extended the Lease Agreement for an additional four years (the "First Amendment"); and

WHEREAS, the DISTRICT and ASK US entered into an amendment to the Lease Agreement, dated November 24, 2020, and annexed hereto and incorporated herein, which modified the terms of the lease for 2020-2021 school year (the "Second Amendment"); and

WHEREAS, the DISTRICT and ASK US entered into an amendment to the Lease Agreement, dated September 9, 2021, and annexed hereto and incorporated herein, which modified the terms of the lease for 2021-2022 school year (the "Third Amendment"); and

WHEREAS, the DISTRICT has determined and by approval of this Agreement does hereby declare that the Premises as set forth in the Lease Agreement is not currently needed for school district purposes and that an amendment of the Lease Agreement is in the best interests of the DISTRICT; and

WHEREAS, the DISTRICT and ASK US have agreed to amend the Lease Agreement to authorize modify the space to be used by ASK US during the 2022-23 school year by removing the cafeteria and adding room 310, thereby reducing the square footage ASK US is leasing from 8,869 to 6,945 and reduce the rent for the 2022-23 school year accordingly.

NOW, THEREFORE, the DISTRICT and ASK US hereby agree as follows:

FIRST "WHEREAS" CLAUSE

1. Effective September 1, 2022 through June 30, 2023 only, the first "WHEREAS" clause of the Lease Agreement is modified to provide:

WHEREAS, the DISTRICT has agreed to lease to ASK US the playground, music room (exclusive of the music room storage), classrooms 301, 302, 303, 304, 305/306, 310 and the gym at the Paul E. Kirdahy Elementary School, located at 339 Snedecor Ave., West Islip, New York (the "Premises").

RENT

2. Effective September 1, 2022 through June 30, 2023 only, Paragraph 4(b) of the Lease Agreement is amended as follows:

Year Three (September 1, 2022 to June 30, 2023): a monthly base rent of \$2,824.56, for a total annual base rent of \$28,245.61.

3. The third sentence of Paragraph 7 of the Lease Agreement is hereby replaced with:
"ASK US shall have full control and use of the playground, music room (exclusive of the music

room storage), classrooms 301, 302, 303, 304, 305/306, 310, indoor playground, and the gym.”

4. All other terms and conditions as set forth in the Lease Agreement shall remain in full force and effect.

5. This Third Amendment shall sunset June 30, 2023.

IT IS UNDERSTOOD AND AGREED that the covenants contained in this Amendment to the Lease shall be binding upon the parties hereto and upon their respective successors.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and executed by their fully appointed officers.

WEST ISLIP UNION FREE
SCHOOL DISTRICT

Dated: _____

By: _____
Anthony Tussie, President

AFTER SCHOOL KIDS UNDER
SUPERVISION, INC.

Dated: 7-11-22

By: _____
Justin Lite, Resident

DIRECTOR OF SCHOOL SAFETY
Terms of Employment

Article I – Work Year

The Director of School Safety is a twelve (12) month employee for the period from July 1 to June 30 of each year. The Director of School Safety will be entitled to twenty (20) days vacation in each year of employment. The Director of School Safety shall work the same calendar as the Assistant Superintendent for Business.

Article II – Leaves of Absence

- A. Sick Leave:** The Director of School Safety is to be credited with twelve (12) days sick leave per year at full salary. All unused sick leave is accumulated to a maximum of one hundred and fifty (150) days. Upon retirement from both the District and the New York State Employees and Local Retirement System, or death, the Director of School Safety shall receive payment for all accumulated unused sick days up to a maximum of one hundred fifty (150) days at the rate of one-hundred (\$100) dollars per day up to a maximum of \$15,000.
- B. Illness or Death in the Family:**
- 1.) When necessary due to illness of any member of the immediate family, (the immediate family includes wife, husband, son, daughter, father, mother, brother, sister, or proven close relative) the Director of School Safety may be permitted to a total of two (2) full days' absence with pay per year. Additional days may be allowed at the discretion of the Superintendent when unusual circumstances warrant such action. These days will not be charged against annual sick leave.
 - 2.) For a death in the immediate family, (the immediate family includes wife, husband, son, daughter, father, mother, brother, sister, or proven close relative) three (3) days with full pay shall be allowed. Additional days may be allowed at the discretion of the Superintendent when unusual circumstances warrant such action. These days will not be charged against the annual sick leave.
- C. Personal Business:** Permission for absence for personal business shall be obtained in advance from the Superintendent. Two (2) days with pay, per year, shall be allotted for this purpose. Such personal days will not be charged against the annual sick leave.
- D. Jury Duty:** Jury Duty, or attendance required in court as a witness or by subpoena for District purposes, will not result in payroll deductions and the number of days will not be deducted from any other leave. Jury duty fees and witness fees, if any, shall be turned over to the District.

ARTICLE III – INSURANCE BENEFITS

- A. **Life Insurance:** A paid group life insurance program will be provided for the Director of School Safety in the amount of twice the annual salary, including accidental death and dismemberment. The Director of School Safety may purchase additional amounts of life insurance at cost, and carry this insurance into retirement, reimbursing the District.

- B. **Health and Dental Insurance:** The Director of School Safety shall contribute toward his health and dental insurance coverage in an amount equal to 25% of the cost of the premium thereof for both individual and family coverage, whichever is applicable, of the Empire State Plan of Health Insurance (with Major Medical) or its equivalent, and the dental plan provided to non-represented personnel. The Director of School Safety is eligible to participate in the pre-tax flexible spending agreement consistent with the IRS regulations.

Health Insurance shall hereafter be continued for the Director of School Safety who simultaneously retires from both the West Islip School District and the New York State Employees and Local Retirement System after ten years of continuous service from this school district. The district shall pay 65% of the cost for an individual plan and 65% of the cost of a family plan.

Should the Director of School Safety withdraw from the School District's plan of health insurance, he shall receive \$2,500 if he was covered by the family plan, or \$1,250 if he receives individual coverage provided he remains uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the fiscal year and annually thereafter. Nothing contained herein shall preclude the Director of School Safety from re-entering the plan within the twelve (12) month period provided, however, if the Director of School Safety reenters in less than a twelve (12) month period, the Director of School Safety may only re-enter the plan if he is no longer covered by the comparable plan of a spouse.

- C. **Disability Insurance:** The Director of School Safety shall be entitled to long term disability coverage as per District Plan offered to other non-represented employees.

- D. **Optical Insurance:** The Director of School Safety shall be entitled to optical insurance as per that offered to other non-represented employees. The District shall pay for 100% of the cost of this insurance.

ARTICLE IV – SALARY

The salary of the Director of School Safety shall be determined by the Board of Education on an annual basis for the period July 1 to June 30 of each year; provided however, that in no event shall the Director of School Safety' salary for any twelve (12) month period of employment be less than the amount of base salary during the preceding twelve (12) months. The Director of School Safety will receive his annual compensation in the form of bi-weekly payments. The annual salary as of July 1, 2022 is \$100,000.

Career increments shall be awarded after four (4), seven (7), ten (10) and thirteen (13) years of service. The value of each career increment shall be \$2,000. Career increments shall be added to the base salary.

ARTICLE V – CONVERSION OF VACATION TIME

- A. Up to a maximum of ten (10) days of unused vacation time may be carried over to the next year with the approval of the Assistant Superintendent for Business. Additional carry over days in excess of ten (10) may be approved by the Board of Education. However, total vacation available in any year shall not exceed thirty (30) days unless additional days were approved by the Board of Education.
- B. Upon the termination of employment, the Director of School Safety shall be entitled to all unused and uncompensated vacation time for the current year, prorated as of the date of separation and previous years, not to exceed thirty (30) days carryover total.

ARTICLE VI - TAX SHELTER ANNUITY

Present full time employees shall have the opportunity to enroll in any one of the tax sheltered annuity programs available to the employees of the District and may have the charges related thereto deducted from their salary.

ARTICLE VII – REIMBURSEMENT FOR EXPENSES

The Director of School Safety will be reimbursed for authorized expenses related to his position. The Director of School Safety will be entitled to a district cell phone.

ARTICLE VIII – USE OF DISTRICT VEHICLE

Director of School Safety will have use of a school-owned vehicle during the course of his work day.

ARTICLE IX – MISCELLANEOUS


Both parties shall maintain their rights under the Civil Service Laws of the State of New York. If any provision of this contract is found contrary to law, then only that provision will be deemed invalid and all other provisions will continue in full force and effect.

In witness whereof, the parties have hereunto set their hands and seals as of the dates below:



Sean McAleavey
Director of School Safety

7/19/2022
Date



Bernadette Burns
Superintendent of Schools

7/20/2022
Date

7/25/22

MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the Board of Education, West Islip Union Free School District and the West Islip Teachers Association Teaching Assistants Chapter, ("Association") expiring June 30, 2022, shall remain in full force and effect.

This memorandum shall be subject to ratification by the Board of Education and the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

1. **Term**: July 1, 2022 – June 30, 2026.
2. **Preamble**: Modify to reflect date of Agreement.
3. **Article III, Paragraph A**: Delete and replace and with:

During the life of this Agreement, Teaching Assistants shall be paid as follows:

Effective July 1, 2022: The 2021-22 annual base salaries for Unit members shall be increased by the State-issued allowable growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2021, with a minimum of 1% and a maximum of 2% (i.e., 2%). After applying the increase, two new steps will be added the salary schedule: with the first of the two new steps calculated at 2% above the current top step, and the second of the two new steps calculated at 2% above the first of the two new steps.¹

Effective July 1, 2023: The 2022-23 annual base salaries shall be increased by the State-issued allowable growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2022, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2024: The 2023-24 annual base salaries shall be increased by the State-issued allowable growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2023, with a minimum of 1% and a maximum of 2%.

¹ Unit members who have, as of July 1, 2022, ten or more years of unit service to the District as of June 30, 2022, shall be moved two steps effective July 1, 2022.

Effective July 1, 2025: The 2024-25 annual base salaries shall be increased by the State-issued allowable growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2024, with a minimum of 1% and a maximum of 2%.

4. **Article III, Paragraph B:** Delete and replace with: "Salaries are to be paid on a bi-weekly basis via direct deposit."

5. **Article IX, Paragraph B:** Delete "Forty (40)" and replace with "Forty-Five (45)" in the first and second sentences of the third unnumbered paragraph.

6. **Article IX, Paragraph F:** Add a new second sentence as follows: "Teaching Assistants may be permitted, at the sole discretion of the Superintendent of Schools, to use additional accumulated unused sick days due to illness of a member of the immediate family."

7. **Article XVII:** Article XVII, Duration will become Article XVIII as noted below; create a new Article XVII, Health Insurance as follows:

Health Insurance – Teaching Assistants shall be permitted to participate in the NYSHIP Excelsior Plan, pursuant to the rules and regulations of the Plan. For those employees that elect to participate in the individual plan, the District shall contribute 50% percent toward the individual premium. For those employees that elect to participate in the family plan, the District shall contribute 50% of the individual premium and 35% of the difference between the individual and family premium toward the family plan, as applicable.

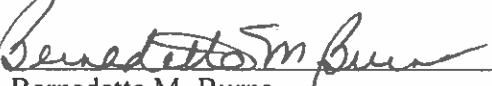
8. **Article XVIII, Duration:** Create a new Article XVIII based upon the original Article XVII as follows:

This Agreement shall be effective as of July 1, 2022 through June 30, 2026.

9. **Appendix A:** Delete: "\$350," "\$700," and "\$900" and replace with "\$650," "\$1000," and "\$1200" respectively.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day 4 of August, 2022.

WEST ISLIP UNION FREE
SCHOOL DISTRICT


Bernadette M. Burns
Superintendent of Schools

WEST ISLIP TEACHERS' ASSOCIATION,
TEACHING ASSISTANTS' CHAPTER


Linda A. Flandina
President

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOQUE, NY 11772

Final Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2021 by and between the EASTERN SUFFOLK BOCES, party of the first part, and WEST ISLIP UFSD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.

NOW THEREFORE, The said party of the first part provided to the party of the second part the following Services during the 2021-22 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost				
001.100	Administration	0.0000	0.0000	Actual Usage	437,785.00	437,785.00	0.00	437,785.00	
002.100	Rental of Facilities	0.0000	0.0000	Actual Usage	164,488.00	164,488.00	0.00	164,488.00	
101.100	Career and Technical Education	39.0000	14,331.0000	Student	0.00	558,909.00	0.00	558,909.00	
101.120	Career and Tech. Ed./Transportation	0.0000	974.0000	Student	1,948.00	0.00	1,948.00	1,948.00	
101.160	Related Service Hearing Consult	10.0000	128.5000	Session	-1,285.00	1,285.00	-1,285.00	0.00	
101.520	Related Svc - Counseling (Ind)	24.0000	5,140.0000	Sess/Stud/Wk/Yr	-123,360.00	123,360.00	-123,360.00	0.00	
103.110	Special Career Education 12-1-1	12.0000	24,914.0000	Annual	-176,889.40	298,968.00	-176,889.40	122,078.60	
103.111	Special Career Education 12-1-1	0.0000	49,627.0000	Annual	99,654.00	0.00	99,654.00	99,654.00	
103.120	Special Career Education 8-1-1	0.0000	30,580.0000	Annual	61,160.00	0.00	61,160.00	61,160.00	
103.170	SCE Individual Aide Full Day	0.0000	56,078.0000	Annual	112,156.00	0.00	112,156.00	112,156.00	
103.425	SCE Physical Therapy - Individual	0.0000	514.0000	Session	10,280.00	0.00	10,280.00	10,280.00	
103.520	Related Svc - Counseling (Ind)	0.0000	5,140.0000	Sess/Stud/Wk/Yr	5,140.00	0.00	5,140.00	5,140.00	
202.100	Special Education 12-1-1 (Full Day)	1.0000	54,220.0000	Student	-54,220.00	54,220.00	-54,220.00	0.00	
202.110	Special Education 12-1-1 (Partial)	4.0000	33,616.0000	Student	-134,464.00	134,464.00	-134,464.00	0.00	
202.205	Counseling Individual	0.0000	5,140.0000	Sess/Stud/Wk/Yr	5,140.00	0.00	5,140.00	5,140.00	
202.210	Counseling Group	0.0000	2,550.4000	Sess/Stud/Wk/Yr	2,550.40	0.00	2,550.40	2,550.40	
202.225	Related Service - Hearing Imp.-Ind	11.0000	5,140.0000	Sess/Stud/Wk/Yr	-56,540.00	56,540.00	-56,540.00	0.00	
202.235	Related Service - Occ. Therapy (Ind)	0.0000	5,140.0000	Sess/Stud/Wk/Yr	5,140.00	0.00	5,140.00	5,140.00	
202.255	Related Service - Speech/Lang (Ind)	0.0000	5,140.0000	Sess/Stud/Wk/Yr	10,280.00	0.00	10,280.00	10,280.00	
202.260	Related Svc- Speech/Lang (Group)	0.0000	2,550.4000	Sess/Stud/Wk/Yr	5,100.80	0.00	5,100.80	5,100.80	
202.277	Class. Aide Shared 12-1-1 +2 FD	3.0000	12,462.0000	Student	12,462.00	37,386.00	12,462.00	49,848.00	
202.295	Aut./Behav.- Home App. Behav. Anal.	740.0000	187.1600	Per Hour	-102,002.20	138,498.40	-102,002.20	36,496.20	
202.297	Parent Training	214.0000	187.1600	Per Hour	-38,367.80	40,052.24	-38,367.80	1,684.44	
202.400	Transition Service Program-full day	3.0000	54,220.0000	Student	54,220.00	162,660.00	54,220.00	216,880.00	
202.405	Transition Service Program-part day	2.0000	27,110.0000	Student	-54,220.00	54,220.00	-54,220.00	0.00	

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES
WEST ISLIP UFSD

School Year 2021-22

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Unit				
202.426	Related Service -Phy Ther Consult	20.0000	128.5000	Session	Student	-2,570.00	2,570.00	0.00	
202.428	Related Service - Speech Consult	130.0000	128.5000	Session	Student	-16,705.00	16,705.00	0.00	
202.434	Related Svc-Occ Therapy Consult	30.0000	128.5000	Session	Student	-2,570.00	3,855.00	1,285.00	
203.290	Autism/Behav. Consult/Training	20.0000	255.1800	Per Hour	Student	-5,103.60	5,103.60	0.00	
203.422	Related Svc - Vision Consult	10.0000	128.5000	Session	Student	-1,285.00	1,285.00	0.00	
205.100	Special Education 8-1-1 (Full Day)	22.0000	66,727.0000	Student	Student	-180,162.90	1,467,994.00	1,287,831.10	
205.110	Special Education 8-1-1 (Partial Da	5.0000	41,371.0000	Student	Student	-45,508.10	206,855.00	161,346.90	
205.205	Counseling Individual	24.0000	5,140.0000	Sess/Stud/Wk/Yr	Student	7,196.00	123,360.00	130,556.00	
205.210	Counseling Group	15.0000	2,550.4000	Sess/Stud/Wk/Yr	Student	2,295.36	38,256.00	40,551.36	
205.235	Related Svc - Occ Therapy (Ind)	15.0000	5,140.0000	Sess/Stud/Wk/Yr	Student	-22,102.00	77,100.00	54,998.00	
205.240	Related Svc - Occ Therapy (Group)	0.0000	2,550.4000	Sess/Stud/Wk/Yr	Student	255.04	0.00	255.04	
205.245	Related Svc - PT (Individual)	7.0000	5,140.0000	Sess/Stud/Wk/Yr	Student	8,224.00	35,980.00	44,204.00	
205.255	Related Svc - Speech/Lang Imp (Ind)	39.0000	5,140.0000	Sess/Stud/Wk/Yr	Student	-48,316.00	200,460.00	152,144.00	
205.260	Related Svc - Speech/Lang Imp (Grip)	13.0000	2,550.4000	Sess/Stud/Wk/Yr	Student	-5,610.88	33,155.20	27,544.32	
205.265	Related Svc - Vision/Imp (Ind)	4.0000	5,140.0000	Sess/Stud/Wk/Yr	Student	-10,280.00	20,560.00	10,280.00	
205.275	Related Svc - Individual Aide (FT)	12.0000	56,078.0000	Year	Year	-414,977.20	672,936.00	257,958.80	
205.277	Class. Aide Shared 8-1-1+2 FD	5.0000	16,022.0000	Student/Year	Student/Year	16,022.00	80,110.00	96,132.00	
205.278	Class. Aide Shared 8-1-1+3 FD	2.0000	24,033.0000	Student/Year	Student/Year	-28,839.60	48,066.00	19,226.40	
205.281	Class. Aide Shared 8-1-1+4 FD	0.0000	32,045.0000	Student	Student	51,272.00	0.00	51,272.00	
205.284	Class. Aide Shared 8-1-1+2 HD	0.0000	8,011.0000	Student/Year	Student/Year	8,011.00	0.00	8,011.00	
205.294	Home Applied Behav Analysis Summer	0.0000	187.1600	Per Hour	Per Hour	10,761.70	0.00	10,761.70	
205.295	A/B - Home App. Behav. Analysis	0.0000	187.1600	Per Hour	Per Hour	44,637.66	0.00	44,637.66	
205.297	Autism/Behav. - Parent Training	0.0000	187.1600	Per Hour	Per Hour	6,269.86	0.00	6,269.86	
205.365	Eval - Psycho-Ed./Reevaluation	0.0000	702.5800	Per Evaluation	Per Evaluation	702.58	0.00	702.58	
205.390	Evaluation- Visually Impaired	0.0000	702.5800	Per Evaluation	Per Evaluation	702.58	0.00	702.58	
205.422	Related Svc - Vision Consult	0.0000	128.5000	Session	Session	899.50	0.00	899.50	
205.426	Related Service -Phy Ther Consult	0.0000	128.5000	Session	Session	1,285.00	0.00	1,285.00	
205.428	Related Service - Speech Consult	0.0000	128.5000	Session	Session	8,481.00	0.00	8,481.00	
205.434	Related Svc-Occ Therapy Consult	0.0000	128.5000	Session	Session	8,224.00	0.00	8,224.00	
205.446	Evaluation Social History	0.0000	348.4000	Per Evaluation	Per Evaluation	348.40	0.00	348.40	
205.450	Eval/Assess Med Screen/Physical	0.0000	234.1800	Unit	Unit	468.36	0.00	468.36	
260.490	Opt 3 (6-1-1) WSB	0.0000	0.0000	Actual Usage	Actual Usage	166,645.00	0.00	166,645.00	

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
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Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES
WEST ISLIP UFSD
School Year 2021-22

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current				
313.100	lineraent Vision / Mobility	0.0000	6,175.6000	Sess/Stud/Wk/Yr	25,165.57	0.00	25,165.57	25,165.57	
313.422	lineraent Vision Consult	0.0000	154.3900	Session	4,168.48	0.00	4,168.48	4,168.48	
313.800	Visually Impaired - Spec. Billi DNS	0.0000	0.0000	Per Student	1,918.66	0.00	1,918.66	1,918.66	
317.100	lineraent Hearing	0.0000	6,038.4000	Sess/Stud/Wk/Yr	30,192.00	0.00	30,192.00	30,192.00	
317.125	Deaf/Hearing Imp.- Cons./Staff Sup.	0.0000	150.9600	30 Min/Session	2,264.40	0.00	2,264.40	2,264.40	
438.110	Outreach AC Non-Classified Students	0.0000	66,727.0000	Student	20,018.10	0.00	20,018.10	20,018.10	
440.100	Arts-in-Ed. - Coordination Fee	0.0000	0.0000	Actual Usage	1,445.00	1,445.00	0.00	1,445.00	
440.110	Arts-In-Education Programs	0.0000	0.0000	Actual Usage	8,495.00	8,500.00	-5.00	8,495.00	
444.105	District Based Virtual Learning Svs	0.0000	0.0000	Inactive	0.00	0.00	0.00	0.00	
444.105.105	Licensing and Maintenance	0.0000	0.0000	Actual Usage	70,230.50	20,600.00	49,630.50	70,230.50	
444.105.300	Tutor	0.0000	0.0000	Actual Usage	0.00	0.00	0.00	0.00	
444.200	Distance Learning Base Membership	1.0000	764.0000	Annual	0.00	764.00	0.00	764.00	
444.200.150	Distance Learning Base > 1 Buildi	0.0000	0.0000	Actual Usage	2,843.03	0.00	2,843.03	2,843.03	
444.200.200	Kajetet Mobile Hot Spot	0.0000	0.0000	Actual Usage	1,850.00	1,850.00	0.00	1,850.00	
444.200.500	Zoom Licenses/Webinars	0.0000	0.0000	Actual Usage	1,221.39	0.00	1,221.39	1,221.39	
444.200.550	Webinar License	0.0000	0.0000	Actual Usage	0.00	0.00	0.00	0.00	
444.400	Language Interpreting Service	0.0000	0.0000	Actual Usage	97.75	799.54	-701.79	97.75	
444.400.105	Nuestro Language Services	0.0000	0.0000	Actual Usage	232.20	515.00	-282.80	232.20	
444.400.110	Propio Language Services	0.0000	0.0000	Actual Usage	0.00	35,000.00	-35,000.00	0.00	
460.490	Outdoor/Eviromental Ed. WSB	0.0000	0.0000	Service	9,087.00	0.00	9,087.00	9,087.00	
477.490	Hospital Instruction - WSB	0.0000	0.0000	Actual Usage	500.85	0.00	500.85	500.85	
505.100	District Printing/Duplication	0.0000	0.0000	Actual Usage	2,534.00	2,534.00	0.00	2,534.00	
508.100	Library Automation	0.0000	2,534.0000	Per District	12,189.00	10,876.00	1,313.00	12,189.00	
508.100.130	Library Auto (2001 - 5000 Enroll)	0.0000	0.0000	Actual Usage	0.00	0.00	0.00	0.00	
508.200	Follett, Follett Destiny & OPALS	0.0000	0.0000	Actual Usage	0.00	0.00	0.00	0.00	

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOQUE, NY 11772

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES	School Year 2021-22
WEST ISLIP UFSD	

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Unit				
509.100	Summer Spec. Ed. Supervision	0.0000	0.0000	Actual Usage	0.0000	7,308.00	0.00	7,308.00	7,308.00
514.130	IT Acq.-One Time Acquisitions	0.0000	0.0000	Actual Usage	0.0000	45,925.24	29,877.21	16,048.03	45,925.24
514.520	NYS Req. Report per stud PS/PK-12	3,964.0000	3.8100	Student	3,8100	-15,102.84	15,102.84	-15,102.84	0.00
514.530	NYS Required Reporting	3,964.0000	0.6600	Student	0.6600	-2,616.24	2,616.24	-2,616.24	0.00
515.800	Psychiatric Consult.-SpecBill DNS	0.0000	0.0000	Per Student	0.0000	2,680.31	0.00	2,680.31	2,680.31
516.100	Library Services/Media Part.	0.0000	2,534.0000	Per District	0.0000	0.00	1,266.00	-1,266.00	0.00
516.210	Lib. Svc/Media-Virtual Ref. Collect	3,064.0000	10.1400	Student	10.1400	12,228.84	31,068.96	12,228.84	43,297.80
516.220	Library Services - Supp. Databases	0.0000	0.0000	Actual Usage	0.0000	38,606.40	36,571.15	2,035.25	38,606.40
516.300	Library Svc/Media Part. (50% disc)	0.0000	1,266.0000	Per District	0.0000	1,266.00	1,266.00	0.00	1,266.00
516.300.130	Lib/Med 2001-5000 stud. (50% disc)								
531.100	NYS Curriculum & Assessment Svc	1.0000	8,000.0000	Service	8,000.0000	0.00	8,000.00	0.00	8,000.00
531.100.110	NYS Curr/Assess Svc 1,000 + stude								
531.150	DEI - Development and Support	1.0000	19,900.0000	Annual	19,900.0000	0.00	0.00	19,900.00	19,900.00
531.150.300	DEI - Premium								
531.200	MLP/Frontline	0.0000	0.0000	District	0.0000	13,433.15	13,433.15	0.00	13,433.15
531.200.120	MLP/Frontline - PDMS	0.0000	0.0000	District	0.0000	6,983.21	0.00	6,983.21	6,983.21
531.200.150	MLP /Frontline EEM (OASYS) Users	0.0000	0.0000	Actual Usage	0.0000	15,500.00	8,500.00	7,000.00	15,500.00
531.300	Customized Staff Development	0.0000	0.0000	Actual Usage	0.0000	3,100.00	1,700.00	1,400.00	3,100.00
531.310	Customized Staff Dev. (Coord. Fee)	0.0000	0.0000	Actual Usage	0.0000	3,302.00	11,047.00	-7,745.00	3,302.00
531.315	Professional Development Workshops	0.0000	0.0000	Actual Usage	0.0000	14,957.60	14,957.60	0.00	14,957.60
531.440	Staff Development-Public Relations	0.0000	0.0000	Actual Usage	0.0000	20,533.18	15,790.66	4,742.52	20,533.18
531.515	Full Service Scoring for NYSED 3-8	1.0000	0.0000	Actual Usage	0.0000	349.00	343.00	6.00	349.00
531.530	NYSAA Grades 3-HS Training for CBT	1.0000	0.0000	Actual Usage	0.0000	300.00	575.00	-275.00	300.00
531.636	Sub-Reimburse-NYSAA Workshops	1.0000	0.0000	Actual Usage	0.0000	30.00	40.00	-10.00	30.00
531.637	SubReimburs NYSAAWkpsCoordFee	0.0000	0.0000	Actual Usage	0.0000	30.00	40.00	-10.00	30.00

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EASTERN SUFFOLK BOCES WEST ISLIP UFSD	School Year 2021-22
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Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Unit				
532.100	Model Schools	1.0000	8,388.0000	Annual	0.00	8,388.00	0.00	8,388.00	
532.100.120	Model Schools > 2001 students	0.0000	0.0000	Actual Usage	300.00	0.00	300.00	300.00	
532.160	Model Schools Workshops	0.0000	992.0000	Day	4,960.00	0.00	4,960.00	4,960.00	
532.200	Model Schools - On-Site Staff Devel	0.0000	0.0000	Service	235.00	0.00	235.00	235.00	
550.490	Staff Development - WSB	0.0000	0.0000	Service	11,204.00	0.00	11,204.00	11,204.00	
557.490	Vision Itinerant (Nassau BOCES)	0.0000	0.0000	X-CONTRACT	2,775.00	0.00	2,775.00	2,775.00	
569.490	Curriculum Dev/Training Putnam BOCES	0.0000	0.0000	Service	84.00	0.00	84.00	84.00	
576.490	Curriculum Improvement Planning-Cap	0.0000	0.0000	Service	22,999.04	0.00	22,999.04	22,999.04	
590.490	Center for Learning Tech (WSB)	0.0000	0.0000	Actual Usage	16,909.20	17,652.80	-743.60	16,909.20	
601.150	Admin One-Time Tech. Acq.	0.0000	0.0000	Actual Usage	205,347.28	207,210.45	-1,863.17	205,347.28	
601.170	Multi-yr Network Printer Contracts	0.0000	0.0000	Actual Usage	6,300.00	6,300.00	0.00	6,300.00	
601.200	Web Services - Public Relations	0.0000	3.8100	Student	15,102.84	0.00	15,102.84	15,102.84	
601.220	NYS Required Reporting	0.0000	0.6600	Student	2,616.24	0.00	2,616.24	2,616.24	
601.220.200	NYS Req. Report per stud-PS/PK-12	0.0000	0.0000	Actual Usage	94,220.17	94,267.39	-47.22	94,220.17	
601.220.300	NYS Required Reporting	0.0000	0.0000	Actual Usage	13,826.19	13,826.19	0.00	13,826.19	
601.380	Fiber WAN in District	0.0000	0.0000	Actual Usage	1,743.98	1,840.13	-96.15	1,743.98	
601.410	Election Management Systems	14.0000	917.0000	Per Line	0.00	12,838.00	0.00	12,838.00	
601.410.210	BOLD/EMS 2.0 Annual Licensing	1.0000	0.0000	Actual Usage	19,113.00	19,113.00	0.00	19,113.00	
601.415	Cafeteria Systems POS	0.0000	0.0000	Actual Usage	1,743.98	1,840.13	-96.15	1,743.98	
601.415.140	Cafeteria Systems Licensing	0.0000	0.0000	Per Line	0.00	12,838.00	0.00	12,838.00	
601.415.161	Nutrikids Support 0-19 Lines	1.0000	0.0000	Actual Usage	19,113.00	19,113.00	0.00	19,113.00	
601.440	Emergency and Notification Systems	1.0000	0.0000	Actual Usage	19,113.00	19,113.00	0.00	19,113.00	
601.440.220	ParentSquare	1.0000	0.0000	Actual Usage	19,113.00	19,113.00	0.00	19,113.00	
601.450	Document Imaging/ Scanning Services	1.0000	8,524.0000	Annual	0.00	8,524.00	0.00	8,524.00	
601.450.330	FileBound Hosting<750k Images/Doc	1.0000	1,112.0000	Annual	0.00	1,112.00	0.00	1,112.00	
601.450.335	FileBoundSftwr Main Spr<750kImag	0.0000	0.0000	Actual Usage	5,419.00	0.00	5,419.00	5,419.00	
601.450.800	Scanning By Outsource Vendor	0.0000	0.0000	Actual Usage	5,419.00	0.00	5,419.00	5,419.00	

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WEST ISLIP UFSD
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Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Unit Cost				
601.455	nVision					10,982.50	0.00	10,982.50	
601.455.115	nVision Optigate License	1.0000	0.0000	Actual Usage	0.00	10,982.50	0.00	10,982.50	
601.455.160	nVision Lvl B BOCES Sup 4000-7000	1.0000	15,341.0000	Annual	0.00	15,341.00	0.00	15,341.00	
601.455.230	nVision Software Annual License	1.0000	0.0000	Actual Usage	34,612.68	34,472.68	140.00	34,612.68	
601.455.235	nVision Timepiece License	0.0000	0.0000	Actual Usage	12,656.25	0.00	12,656.25	12,656.25	
601.455.240	nVision W2/1099 Production	140.0000	3.7000	Per Form	-33.30	518.00	-33.30	484.70	
601.470	Administrative District Platforms					11,562.10	4,590.80	16,152.90	
601.470.110	ScholarChip - Annual License Fee	0.0000	0.0000	Actual Usage	16,152.90	11,562.10	4,590.80	16,152.90	
601.470.115	ScholarChip - Hardware	0.0000	0.0000	Actual Usage	17,123.50	0.00	17,123.50	17,123.50	
601.470.300	Forecast5 - Annual License Fee	1.0000	0.0000	Actual Usage	17,592.47	17,592.47	0.00	17,592.47	
601.470.400	Hudl-Annual License Fee	0.0000	0.0000	Actual Usage	13,455.00	0.00	13,455.00	13,455.00	
601.470.700	SchoolSource Technologies	0.0000	0.0000	Actual Usage	17,250.00	17,768.00	-518.00	17,250.00	
601.470.750	FinalForms	0.0000	0.0000	Actual Usage	6,789.89	7,647.50	-857.61	6,789.89	
601.475	Facilities Management Systems					6,845.27	0.00	6,845.27	
601.475.130	SchoolDudeMaintenanceEssentials P	1.0000	0.0000	Annual	6,845.27	6,845.27	0.00	6,845.27	
601.475.160	SchoolDude-Event Manager	1.0000	0.0000	Annual	3,231.49	3,231.49	0.00	3,231.49	
601.475.180	SchoolDude-Energy Planner	1.0000	0.0000	Annual	8,607.83	8,607.83	0.00	8,607.83	
601.475.300	Master Library	1.0000	0.0000	Actual Usage	2,863.50	2,863.50	0.00	2,863.50	
601.610	Infinite Campus					55,910.10	-3,853.28	52,056.82	
601.610.110	Inf. Camp. License Fee K-12	0.0000	0.0000	Actual Usage	52,056.82	55,910.10	-3,853.28	52,056.82	
601.610.132	Inf. Camp. Housing Fee <5000 stude	0.0000	0.0000	Actual Usage	895.00	895.00	0.00	895.00	
601.610.150	Inf. Camp. Training Services	0.0000	0.0000	Actual Usage	300.00	0.00	300.00	300.00	
601.610.170	Infinite Campus Mgmt. Fee	0.0000	0.0000	Actual Usage	11,225.22	12,258.75	-1,033.53	11,225.22	
601.610.180	Inf. Camp. K-12 BOCES Support	4,105.0000	8.9000	Student	-881.10	36,534.50	-881.10	35,653.40	
601.610.191	Infinite Campus Visualization Fee	0.0000	0.0000	Actual Usage	8,012.00	8,210.00	-198.00	8,012.00	
601.610.194	Inf. Camp Campus Learning	0.0000	0.0000	Actual Usage	2,359.00	5,000.00	-2,641.00	2,359.00	
601.610.195	Inf. Campus Backpack	0.0000	0.0000	Actual Usage	8,012.00	8,210.00	-198.00	8,012.00	
601.610.410	Inf. Camp. Addl Svr	0.0000	0.0000	Actual Usage	3,500.00	3,500.00	0.00	3,500.00	
601.810	aimsw eb					2,730.00	0.00	2,730.00	
601.810.180	aimsw eb Coord Fee	0.0000	0.0000	Actual Usage	2,730.00	2,730.00	0.00	2,730.00	
601.810.235	aimsw eb PLUS Complete Current Use	2,800.0000	6.5000	Student	0.00	18,200.00	0.00	18,200.00	
601.810.900	aimsw eb-other Do Not Subscribe	0.0000	0.0000	Actual Usage	250.00	0.00	250.00	250.00	

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Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Unit Cost				
601.885	Panorama	0.0000	1.2500	Unit	3,018.00	0.00	3,018.00	3,018.00	
601.885.180	Panorama License: Ps 9,000-25,000	2,216.0000	7.5000	Unit	0.00	0.00	16,620.00	16,620.00	
601.885.210	Panorama Student Success	1.0000	2,000.0000	Unit	0.00	0.00	2,000.00	2,000.00	
601.885.220	Project Mngmnt Serv 1-9,000	2.0000	750.0000	Unit	0.00	0.00	1,500.00	1,500.00	
601.885.310	Trainings & Workshops-Virtual	0.0000	0.0000	Actual Usage	0.00	0.00	0.00	0.00	
601.885.800	Coordination Fee	0.0000	0.0000	Actual Usage	0.00	0.00	0.00	0.00	
601.990	Test Scanning and Reporting	0.0000	0.0000	Actual Usage	75.00	0.00	75.00	75.00	
601.990.100	Score Report Set-up Fee	0.0000	0.0000	Actual Usage	105.86	0.00	105.86	105.86	
601.990.101	Score Report (Science) Vendor	0.0000	0.0000	Actual Usage	481.11	0.00	481.11	481.11	
601.990.102	Score Report (ELA) Vendor	0.0000	0.0000	Actual Usage	436.87	0.00	436.87	436.87	
601.990.103	Score Report (Math) Vendor	0.0000	0.0000	Actual Usage	375.65	0.00	375.65	375.65	
601.990.104	Score Report Postage/Shipping	0.0000	0.0000	Actual Usage	32.39	0.00	32.39	32.39	
601.990.108	Score Report (NYSESLAT) Vendor	0.0000	0.8000	Each	584.00	0.00	584.00	584.00	
601.990.150	Test Scan/Rpt Preprinted Ans Shee	1,700.0000	5.2900	Per Test	100.51	8,993.00	100.51	9,093.51	
601.990.160	Test Scan/Rpt NYS ELA Grades 3-8	1,700.0000	5.2900	Per Test	111.09	8,993.00	111.09	9,104.09	
601.990.170	Test Scan/Rpt NYS Math Grades 3-8	575.0000	5.2900	Per Test	-1,609.31	3,041.75	-1,609.31	1,432.44	
601.990.180	Test Scan/Rpt NYS Science 4 &/or	36.0000	6.7500	Per Test	-75.55	243.00	-75.55	167.45	
601.990.220	Test Scanning and ReportingNYSITE	20.0000	10.2000	Per Test	206.41	204.00	206.41	410.41	
601.990.300	Test Scan/Rpt NYSESAT	55.0000	5.2900	Per Test	-37.03	290.95	-37.03	253.92	
601.990.312	NYSAA Exam	3,375.0000	3.2200	Per Test	-7,830.74	10,867.50	-7,830.74	3,036.76	
601.990.320	Test Scan/Rpt Regents All Exams	1.0000	1,500.0000	Year	-1,000.00	1,500.00	-1,000.00	500.00	
601.990.327	Regents Data Loading Service	1.0000	2,000.0000	Year	0.00	2,000.00	0.00	2,000.00	
601.990.329	AP Adv Data Loading Service	0.0000	0.0000	Actual Usage	8,416.00	21,928.00	-13,512.00	8,416.00	
604.130	Transportation- Coach & Field Trips	0.0000	0.0000	Actual Usage	632.61	0.00	632.61	632.61	
609.100	Communications Consulting Service	0.0000	0.0000	Actual Usage	32,682.00	32,682.00	0.00	32,682.00	
609.100.120	Foreignlanguage doc translation n								
609.300	Pr Consulting Services	1.0000	9,816.0000	Year	0.00	9,816.00	0.00	9,816.00	
612.110	Cooperative Bidding	853.0000	42.5000	Per Employee	0.00	36,252.50	0.00	36,252.50	
612.110.110	Coop Bidding Grp A (2900+- sdnt)								
617.100	Employee Assistance Program								

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Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Unit Cost				
618.110	Health & Safety Consultant	0.0000	0.0000	Actual Usage	0.0000	0.00	14,415.84	14,415.84	
618.120	Health/Safety Basic Svc Base Price	1.0000	4,112.0000	Service	4,112.0000	4,112.00	0.00	4,112.00	
618.130	Health/Safety Basic Svc # bldgs	7.0000	440.0000	Building	440.0000	0.00	0.00	3,080.00	
623.110	Nonpublic Textbk Distr - Admin Fee	147.0000	94.4300	Student	94.4300	283.29	283.29	14,164.50	
623.120	Nonpublic Txbk Dist. -Textbook Fee	147.0000	173.0000	Per Student Est	173.0000	865.00	865.00	26,296.00	
644.110	Intellipath - Line Charges (ESB)	1,476.0000	1.3500	Per Line	1,350.0000	-716.85	-716.85	1,275.75	
644.150	Verizon Phone Charges	1.0000	0.0000	Actual Usage	0.0000	33,863.68	3,863.68	33,863.68	
662.490	Coordination of Insurance Managemen	0.0000	0.0000	X-CONTRACT	0.0000	33,840.00	-27,763.00	6,077.00	
665.490	State Aid Planning - Questar III	0.0000	0.0000	Service	0.0000	10,022.00	-6,677.00	3,345.00	
667.490	Computer Services-Capital Region	0.0000	0.0000	Service	0.0000	9,002.00	253.75	9,255.75	
676.490	GASB 45 / GASB 75 (Capital BOCES)	0.0000	0.0000	Service	0.0000	0.00	157.50	157.50	
680.490	Fixed Asset Inventory (Questar)	0.0000	0.0000	Actual Usage	0.0000	4,000.00	-4,000.00	0.00	
690.490	On-Line Application Service-Putnam	0.0000	0.0000	Actual Usage	0.0000	21,000.00	-14,000.00	7,000.00	
695.490	Insurance Mgmt/ Flex Benes -WSB	0.0000	0.0000	Employee	0.0000	15,000.00	-7,960.00	7,040.00	

